

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

Commission file number 1-32737

**KOPPERS HOLDINGS INC.**

(Exact name of registrant as specified in its charter)

Pennsylvania  
(State of incorporation)

20-1878963

(IRS Employer Identification No.)

436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
(Address of principal executive offices)

(412) 227-2001

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	KOP	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act: Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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

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

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of shares of Common Stock held by non-affiliates of the registrant, based on the closing sales price of the Common Stock on the New York Stock Exchange on June 30, 2023 was \$688.0 million (affiliates, for this purpose, have been deemed to be Directors and executive officers of Koppers Holdings Inc.).

As of January 31, 2024, 21,027,990 shares of Common Stock of the registrant were issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for the 2024 Annual Meeting of Shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

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## FORWARD-LOOKING STATEMENTS

This report and the documents incorporated herein by reference contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and may include, but are not limited to, statements about sales levels, acquisitions, restructuring, declines in the value of Koppers assets and the effect of any resulting impairment charges, profitability and anticipated synergies, expenses and cash outflows. All forward-looking statements involve risks and uncertainties. All statements contained herein that are not clearly historical in nature are forward-looking, and words such as outlook, guidance, forecast, believe, anticipate, expect, estimate, may, will, should, continue, plan, potential, intend, likely or other similar words or phrases are generally intended to identify forward-looking statements. Any forward-looking statement contained herein, regarding future dividends, expectations with respect to sales, earnings, cash flows, operating efficiencies, restructurings, product introduction or expansion, the benefits of acquisitions and divestitures or other matters, as well as financings and debt reduction, are subject to known and unknown risks, uncertainties and contingencies.

Many of these risks, uncertainties and contingencies are beyond our control, and may cause actual results, performance or achievements to differ materially from anticipated results, performance or achievements. Factors that might affect such forward-looking statements include, among other things:

- availability of and fluctuations in the prices of key raw materials, including coal tar, lumber and scrap copper;
- the impact of changes in commodity prices, such as oil, copper and chemicals, on product margins;
- the ratings on our debt and our ability to repay or refinance our outstanding indebtedness as it matures;
- our ability to operate within the limitations of our debt covenants;
- capital market conditions, including interest rates, borrowing costs and foreign currency rate fluctuations;
- general economic and business conditions, including labor shortages, increased employee turnover and demand for our goods and services;
- disruptions and inefficiencies in the supply chain;
- unexpected business disruptions;
- potential difficulties in protecting intellectual property;
- potential impairment of our goodwill and/or long-lived assets;
- the effects of competition in the industries in which we operate, including locations of competitors and operating and market competition;
- economic, political and environmental conditions in international markets, including governmental changes, tariffs, restrictions on trade and restrictions on the ability to transfer capital across countries;
- changes in laws, including tax regulations or accounting standards, third-party relations and approvals, and decisions of courts, regulators and governmental bodies;
- the impact of environmental laws and regulations;
- parties who are obligated to indemnify us for liabilities, including legal and environmental liabilities, fail to perform under their legal obligations;
- unfavorable resolution of litigation or other legal proceedings against us; and
- the other factors set forth under Risk Factors; as well as those discussed more fully elsewhere in this Form 10-K.

We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this report and the documents incorporated by reference herein may not in fact occur. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

**PART I****ITEM 1. BUSINESS****General**

*In this report, unless otherwise noted or the context otherwise requires, (i) the term Koppers, Koppers Holdings, the Company, we or us refers to Koppers Holdings Inc. and its consolidated subsidiaries, (ii) the term KH refers to Koppers Holdings Inc. and not any of its subsidiaries and (iii) the term KI refers to Koppers Inc. and not any of its subsidiaries. Koppers Inc. is a wholly-owned subsidiary of Koppers Holdings Inc. Koppers Holdings Inc. has substantially no operations independent of Koppers Inc. and its subsidiaries. The use of these terms is not intended to imply that Koppers Holdings Inc. and Koppers Inc. are not separate and distinct legal entities from each other and from their respective subsidiaries. Koppers Holdings Inc. was incorporated in November 2004 as a holding company for Koppers Inc.*

We are a leading integrated global provider of treated wood products, wood preservation chemicals and carbon compounds. Our products and services are used in a variety of niche applications in a diverse range of end-markets, including the railroad, specialty chemical, utility, residential lumber, agriculture, aluminum, steel, rubber and construction industries. We serve our customers through a comprehensive global manufacturing and distribution network, with manufacturing capabilities in North America, South America, Australasia and Europe.

**Business Segments and Products**

We operate three principal business segments: Railroad and Utility Products and Services (RUPS), Performance Chemicals (PC) and Carbon Materials and Chemicals (CMC).

We believe our three business segments command leading market positions. Through our RUPS business, we believe that we are the largest supplier of railroad crossties to the Class I railroads in North America. Through our CMC business, we believe we are the largest global supplier of creosote to the North American railroad industry. Through our PC business, we believe that we are the global leader in developing, manufacturing and marketing wood preservation chemicals and wood treatment technologies for use in the pressure treating of lumber for residential, industrial and agricultural applications.

Our RUPS and CMC operations are, to a substantial extent, vertically integrated. Through our CMC business, we process coal tar into a variety of products, including creosote, which is an intermediate material necessary in the pressure treatment of wood crossties, other related railroad products and utility poles. The majority of the creosote we produce in North America and Europe is sold internally to our RUPS business and consumed in the treating process.

Our RUPS and PC operations are also vertically integrated. Through our PC business, we produce a variety of products, including chromated copper arsenate (CCA) and dichloro-octyl-isothiazolinone (DCOI), which is used in the pressure treatment of utility poles and pilings. A portion of the CCA and DCOI we produce in North America and a portion of the CCA we produce in Australia is sold internally to our RUPS business for treating poles and pilings.

**Railroad and Utility Products and Services**

Our RUPS business primarily sells pressure-treated railroad ties to the railroad industry in the United States and Canada and treated utility poles to utility markets in the eastern United States and Australia. Railroad products and services include procuring and treating items such as crossties, switch ties and various types of lumber used for railroad bridges and crossings. Utility products include the pressure treatment of transmission and distribution poles for electric and telephone utilities. In addition, we provide untreated wood products and rail joint bars, which are steel bars used to join rails together for railroads, to the railroad markets and inspection services to the utility markets. We also operate a railroad services business that conducts engineering, design, repair and inspection services for railroad bridges and a business related to the recovery of used crossties, serving the same customer base as our North American railroad business. The primary end-markets for RUPS are the North American railroad industry, which has an installed base of approximately 450 million wood crossties, and the U.S. and Australian utility industries which utilize wooden distribution and transmission poles. Both crossties and utility poles require periodic replacement.

The RUPS business operates 18 wood treating plants and one rail joint bar manufacturing facility located throughout the United States, Canada and Australia. Our network of plants is strategically located near timber suppliers to enable us to access raw materials and service customers effectively. In addition, all of our crosstie treating plants are on our largest railroad customers' rail lines.

Our RUPS business manufactures its primary products and sells them directly to our customers through long-term contracts and purchase orders negotiated by our regional sales personnel and coordinated through our marketing group at corporate headquarters.

Hardwoods, such as oak and other species, are the major raw materials in wood crossties. Hardwood prices, which account for approximately 70 percent of a finished crosstie's cost, fluctuate with the demand from other hardwood lumber markets, such as oak flooring, pallets and other specialty lumber products. Weather conditions can be a factor in the supply of raw material, as unusually wet or inclement conditions may make it difficult to harvest timber.

In the United States, hardwood lumber for crossties is procured by us from hundreds of small sawmills throughout the northeastern, midwestern and southern areas of the country. The crossties are shipped via rail car or trucked directly to one of our crosstie treating plants, all of which are on line with a major railroad. The crossties are either air-stacked for a period of six to nine months or artificially dried by a process called boultonizing. Once dried, the crossties are pressure treated with creosote, a product of our CMC business. A substantial portion of our crossties are treated with borate, which is purchased from PC, in combination with creosote.

We believe we are the largest supplier of railroad crossties to the Class I railroads in North America. We have one principal competitor, Stella-Jones Inc., and several smaller regional competitors in the North American market. Competitive factors in the railroad crosstie market include price, quality, location, service and security of supply. We believe we have a competitive advantage due to our ability to obtain internally-sourced creosote and our national network of treating plants which have direct access to our major customers' rail lines. These advantages provide for security of supply and logistics advantages for our customers.

Our RUPS business' largest customer base is the North American Class I railroad market, which buys approximately 80 percent of all crossties produced in the United States and Canada. Approximately 75 percent of our North American Railroad Products and Services sales are under long-term contracts, and we currently supply all North American Class I railroads. We also have relationships with many of the approximately 615 short-line and regional rail lines. This also forms the customer base for our rail joint bar products.

We believe our North American utility pole business is the second largest producer of utility poles in the United States, and we believe our Australian utility pole business is the largest producer of utility poles in Australia. Utility poles are produced mainly from pine species in the United States and eucalyptus species in Australia. Most of these poles are purchased from large timber owners and individual landowners and shipped to one of our pole-peeling facilities. In North America and Australia, in addition to utility poles, we market pilings for marine applications and smaller poles to the agricultural landscape and vineyard markets. We treat poles with a variety of preservatives, including CCA, DCOI and creosote, which we produce internally and purchase from PC and CMC.

### **Performance Chemicals**

Our PC business maintains sales and manufacturing capabilities in the United States, Canada, Europe, South America, Australia and New Zealand. The primary products supplied by PC are copper-based wood preservatives, including micronized copper azole (MicroPro®), micronized pigments (MicroShades®), alkaline copper quaternary, amine copper azole, DCOI and CCA. The primary applications for these products include decking, fencing, utility poles, construction lumber and timbers, and various agricultural uses. Additionally, we are a leading supplier of fire-retardant chemicals (FlamePro®) for pressure treatment of wood, primarily in commercial construction, where applicable. Because we are a global supplier of wood preservatives, we face various competitors in all the geographic regions in which we participate.

PC supplies all of the ten largest lumber treating companies in the United States, the largest treated wood market in the world, in addition to the three largest lumber treating companies in Canada. In North America, our PC business is vertically integrated through the manufacturing of copper compounds for our copper-based wood preservatives. We purchase approximately 37 million pounds of scrap copper, our key raw material, in addition to other compounds containing copper which we process to meet the annual demand of this major market. When we purchase scrap copper, it is shipped to our manufacturing plants in Hubbell, Michigan and Millington, Tennessee for further processing into other copper compounds. We utilize swap contracts to hedge our exposure to copper prices.

We believe that being vertically integrated in copper manufacturing provides PC with an important competitive advantage and also provides our customers with the security of a supply of copper-based wood preservatives. Likewise, we believe that our marketing, engineering, and technical support services provide added value to our customer base, who supply pressure-treated wood products to large retailers and independent lumber dealers. We believe another competitive advantage is provided by our strategic sourcing group, which procures scrap copper and other raw materials, such as chromic acid, tebuconazole, arsenic trioxide, colorants, dispersants and various biocides and co-biocides through the global market.

## Carbon Materials and Chemicals

Our CMC business manufactures its primary products and sells them directly to our global customer base under long-term contracts or through purchase orders negotiated by our regional sales personnel and coordinated through our regional marketing groups. Our three coal tar distillation facilities and five carbon materials terminals give us the ability to offer customers multiple sourcing options and a consistent supply of high-quality products.

Our CMC business manufactures the following principal products:

- creosote, used in the treatment of wood or as a feedstock in the production of carbon black;
- carbon pitch, a critical raw material used in the production of aluminum and steel;
- naphthalene, used as a feedstock in the production of phthalic anhydride and as a surfactant in the production of concrete; and
- phthalic anhydride, used in the production of plasticizers, polyester resins and alkyd paints, respectively.

Creosote, carbon pitch, naphthalene, and carbon black feedstock are produced through the distillation of coal tar, a by-product generated through the processing of coal into coke for use in steel and iron manufacturing. Coal tar distillation involves the conversion of coal tar into a variety of intermediate chemical products in processes beginning with distillation. During the distillation process, heat and vacuum are utilized to separate coal tar into three primary components: chemical oils, distillate and carbon pitch.

For years, the coal tar distillation industry has operated in an excess capacity mode, which further increased the competition for a limited amount of coal tar in North America and Europe. In response, we embarked on a global restructuring plan in 2014 and reduced our global number of coal tar distillation facilities to three as of December 31, 2023. See Note 3 – Acquisitions, Divestitures and Discontinued Operations for a discussion of the sale of our Chinese distillation facility, Koppers (Jiangsu) Carbon Chemical Company Limited (KJCC) in 2020 as part of this plan.

The smelting of aluminum requires significant amounts of energy, which is a major cost component for the aluminum industry. As a result, new production facilities are being built in regions with low energy costs such as the Middle East, while regions with higher energy costs such as the United States, Western Europe and Australia have seen significant amounts of smelting capacity idled or closed over the last several years.

In the United States, our primary coal tar raw material supply contracts have remaining terms ranging from one to three years, and most provide options for renewal. Pricing under these contracts is either formula-based or negotiated on a quarterly or semi-annual basis. Our primary European tar supply contract has a remaining term of approximately one year, extending indefinitely thereafter unless terminated by a one-year advance notice, and contains formula-based tar pricing. Finally, our primary Australian supply contracts have remaining terms up to four years and contain formula-based pricing which is adjusted on an annual or semi-annual basis.

We believe we are the largest global supplier of creosote to the North American railroad industry. We have one principal competitor, Rain Carbon Inc., in the North American and European markets, in addition to several smaller regional competitors. We believe we have a competitive advantage due to our vertically integrated RUPS and CMC operations. These advantages provide for security of supply and logistics advantages for our customers.

## Technology and Licensing

In 1988, we acquired the Koppers trademark from Koppers Company, Inc. The association of the name with the chemical, building, wood preservation and coke industries is beneficial to our company, as it represents long-standing, high quality products. Trademarks relating to our PC business, such as MicroPro®, FlamePro®, Protim and Solignum are important in this segment of our business, and as long as we continue to use the name Koppers and the trademarks associated with our wood preservation business and comply with applicable registration requirements, our right to use the name Koppers and the other trademarks should continue without expiration. The expiration of other trademark rights is not expected to materially affect our business.

## Backlog

Generally, Koppers does not manufacture its products against a backlog of orders. Inventory and production levels are typically driven by expectations of future demand based on contractual obligations. Our RUPS business carries significant amounts of untreated crosstie inventory, which typically requires air-seasoning for a period of six to nine months.

### Seasonality

Demand for residential, commercial, and agricultural treated lumber may decline during winter months due to weather conditions. In addition, inclement or winter weather may affect access to certain raw materials or impact operations at our facilities. As a result, operating results may vary from quarter to quarter depending on the severity of weather conditions and other variables affecting our products. Historically, our operating results have been significantly lower in the first and fourth calendar quarters as compared to the second and third calendar quarters.

### Segment Information

Please see Note 9 – Segment Information, under Item 8 of this Form 10-K for financial information relating to business segments and geographic areas. See also Item 1A. Risk Factors – Risks Related to Our Business – Demand for our products is cyclical and we may experience prolonged depressed market conditions for our products.

### Non-U.S. Operations

Koppers has a significant investment in non-U.S. operations. Therefore, we are subject to certain risks that are inherent to foreign operations, including complying with applicable laws relating to foreign practices, the laws of foreign countries in which we operate, political and economic conditions in international markets, the imposition of tariffs and fluctuations in foreign exchange rates. See also Item 1A. Risk Factors – Risks Related to Our Business – We are subject to risks inherent in foreign operations, including additional legal regulation and changes in social, political and economic conditions.

### Environmental Matters

Our operations and properties are subject to extensive federal, state, local, and foreign environmental laws and regulations relating to protection of the environment and human health and safety, including those concerning the treatment, storage and disposal of wastes, the investigation and remediation of contaminated soil and groundwater, the discharge of effluents into waterways, the emission of substances into the air, as well as various health and safety matters. Environmental laws and regulations are subject to frequent amendment and have historically become more stringent over time. We have incurred, and could incur in the future, significant costs if we fail to comply with regulations and responsibilities under environmental laws and regulations, including cleanup costs, civil and criminal penalties, injunctive relief and denial or loss of, or imposition of significant restrictions on, environmental permits. In addition, we have been, and could in the future be, subject to suit by private parties in connection with alleged violations of, or liabilities under, environmental laws and regulations. Additional information on environmental matters is available in Item 1A under Risks Related to Our Business and Note 17 of the Notes to Consolidated Financial Statements, Commitments and Contingent Liabilities.

### Employees and Employee Relations

As of December 31, 2023, we had 971 salaried employees and 1,137 non-salaried employees. Listed below is a breakdown of employees by our businesses, including administration.

<i>Business</i>	<i>Salaried</i>	<i>Non-Salaried</i>	<i>Total</i>
Railroad and Utility Products and Services	348	802	1,150
Performance Chemicals	233	122	355
Carbon Materials and Chemicals	232	204	436
Administration	158	9	167
<b>Total Employees</b>	<b>971</b>	<b>1,137</b>	<b>2,108</b>

Approximately 500 of our employees are represented by a number of different labor unions and are covered under numerous labor agreements. The labor contract at one of our facilities covering 59 employees is scheduled to expire during 2024.

### Human Capital Management

Our ability to positively affect our communities starts with investing in our people. We put the health, safety and well-being of our employees at the forefront of everything we do as part of our Zero Harm culture. Our people-focused strategy considers all aspects of the employee experience, from hiring practices and onboarding to health and wellness and talent management. We seek to create and foster an inclusive and welcoming culture where all employees feel empowered and can directly impact and share in the organization's success. Key to this effort is delivering a consistent onboarding experience, as well as communications and safety training in all of our facilities across the globe.

### *Talent Attraction and Retention*

Our talented employees are a critical element to make our business successful, so it is essential that we position them for success. It is also important that we continue attracting top talent to our workforce. Our Culture and Engagement team leads these efforts to attract, retain and develop our employees and has created various programs to enhance the skill set of our workforce. Recognizing the importance of a consistent and comprehensive onboarding and safety training experience for new hires across our facility footprint, we have a web-based training program to ensure every employee receives a consistent message from the start of their employment. The program includes videos detailing our company and our primary business lines as well as a new hire information packet that contains information on employee programs, services, benefits and more.

We also have a toolkit to help managers guide new employees for success, and we conduct regular new hire surveys to solicit feedback and identify opportunities for improvement. We continue to evaluate and employ methods to identify at-risk behaviors during the hiring process to place prospective employees in appropriately suited positions where they can be successful and workplace injuries can be avoided. This behavioral data also enables us to tailor training and onboarding based on the opportunities it highlights.

### *Performance Management*

To ensure our employees have the best opportunity for success, our performance development process includes periodic meetings between employees and managers to discuss their goals and strategies to achieve them. We no longer conduct traditional annual reviews and instead opt for these more frequent two-way discussions focused on fostering ideas that will enable employee success. Each manager is expected to meet one-on-one at least monthly with their employees to discuss tailored strategies to encourage employee success like additional training, attendance at conferences or establishing connections to others within our company. These monthly meetings also help managers gauge employee engagement and develop approaches to increase and sustain positive engagement.

We also have a New Hire Mentoring Program as another component of our development process. The program provides both hourly and salaried employees an extra opportunity to receive support from experienced employees and discuss any ideas they may have for improving our operations or their work experience. Prior to participating, mentors and mentees receive training on getting the most out of the program.

### *Training and Education*

As a part of our people-focused approach to our operations, we are committed to helping our employees thrive in their roles and grow both personally and professionally. A major component of this plan is our commitment to providing each employee with the training and education they need to be successful. Under the umbrella of our Koppers College, we provide leadership development training to our front-line employees to expand their growth opportunities within the organization. We also foster innovation and develop our next wave of high-potential employees through our leadership forum, an intensive nine-month program conducted in partnership with a university local to our corporate headquarters. Approximately ten to twelve employees from across the world are chosen annually for each cohort. Selected participants travel to our corporate headquarters to take part in workshops facilitated by university professors and business leaders. We also offer our employees a tuition reimbursement program to help them pursue degrees and certifications related to relevant skills they utilize for their positions to further personal and company success.

### *Inclusion and Diversity*

We support an inclusive and diverse work environment across our company through a range of strategic programs. Our internal processes and programs target inclusion and diversity as a key area of importance, and externally we place emphasis on the topic during philanthropic activities. Our global inclusion and diversity initiative focuses on supporting our strategy to be an employer of choice and helps to ensure that all employees feel they are heard and valued to harness the power of an engaged workforce.

### *Compensation and Benefits*

We encourage employee participation in our benefit programs for saving for retirement through robust defined contribution and employee stock purchase programs. The U.S. 401(k) program includes both traditional matching and an additional non-elective company contribution based on organizational performance. When the company achieves the established performance target, employees share in this success through an automatic contribution to their 401(k) accounts. We also offer our employees the option to acquire Koppers stock through an employee stock purchase program. The program gives our employees the opportunity to buy shares at a discount through payroll deductions during defined quarterly offering periods.

### *Health and Safety*

We believe a robust wellness program that encourages employee participation is key to promoting healthy lifestyles and decision-making. Our wellness screening program for our U.S.-based employees provides employees the opportunity to learn more about their health and daily routines. As part of this program, employees can earn financial incentives and non-monetary rewards for completing a variety of wellness and nutritional initiatives. Recognizing the importance of supporting our employees in all aspects of their lives, we provide an Employee Assistance Program with a full range of supportive resources including financial wellness, mental health and family services. For our U.S.-based employees, we also offer four weeks of paid time-off for mothers and fathers who have a birth, adoption or foster children as part of our parental bonding leave program. Additionally, we offer work schedule flexibility including the opportunity to work remotely when conditions allow.

We work with a Zero Harm approach to every employee's health and safety. Zero Harm includes policies that guide our safety practices and procedures throughout all of our facilities, a focus on leading activities that prevent accidents and a leadership culture that insists the health and safety of our employees comes ahead of everything we do.

### **Environmental, Social and Governance Matters**

Corporate social responsibility, which we view as our obligations to people, the environment and corporate governance, has been a part of our culture for many years. We believe this culture, supported by a spirit of collaboration and innovation, allows us to decrease our impact on the environment and create value for all of our stakeholders. We published our first Corporate Social Responsibility report (CSR) in 2008 and our historical CSR reports are available on [www.koppers.com/pages/sustainability](http://www.koppers.com/pages/sustainability). The contents of our corporate website are not incorporated by reference in this Annual Report on Form 10-K or in any other report or document we file with the Securities and Exchange Commission.

We have established a governance structure to support and develop our sustainability practices. The Sustainability Committee of the board of directors provides oversight of our programs. Management provides direction through its Leadership Council, chaired by the CEO. Our Sustainability Steering Committee provides guidance on goals and programs designed to improve our performance against those expectations.

#### *Environmental*

The circular nature of our business starts with our raw materials, the majority of which are by-products generated by other industries (including scrap copper and coal tar) and renewable resources (trees). We purchase approximately 37 million pounds of scrap copper per year which is post-consumer or post-industrial in nature. We believe this places Koppers in the center of what is known as the circular economy that emphasizes the reduce, reuse, recycle mentality that continues to frame global conservation efforts. Our wood-treatment solutions, while supporting an important role in our global infrastructure across multiple industries, also support an important role in the carbon cycle. Treating wood significantly increases its useful lifespan, allowing the carbon stored within the wood to be immobilized for up to 50 years, keeping it out of the atmosphere and limiting its impact on the environment. In addition, we have businesses which have product life cycle management capabilities to help solve our customers' challenge of responsibly disposing of end-of-life crossties by repurposing used wood products, including as a fuel source. This reduces the end-of-life impact of our ties, contributing to greater product sustainability.

#### *Social*

We are committed to proactively evaluating and addressing community needs in the areas where we operate. Many of our locations have made strong connections with local community members, allowing Koppers representatives to share facility information and address any questions, observations, concerns and ideas. Our community impact is demonstrated through our employees' volunteer commitments and a corporate philanthropy program. Employees worldwide volunteer their time to mentor students, enhance local education initiatives, take care of the elderly, assist at homeless shelters and provide hands-on help to those affected by natural disasters.

We believe our ability to positively impact our communities and environment starts with investing in our employees. Our people-focused strategy considers all aspects of the employee experience, from hiring practices and onboarding to health and wellness and talent management.

- Collaboration – Communication across our global footprint drives our efforts. All Koppers employees take part in safety training programs and provide direct feedback to leadership as part of the company's annual engagement survey.

- Inclusion and Diversity – We are committed to supporting inclusion and diversity in process and practice. Our Culture and Engagement team ensures that a diverse slate of candidates is considered for open positions. Our employee resource groups, LINKWomen, which was launched in 2018, LINKParents, which was launched in 2021, and LINKUp (young professionals), which was launched in 2024, provide an important development forum for employees and serve as a model for future initiatives.

### Governance

We believe our corporate governance structure is designed to assure accountability to our stakeholders and to make certain that we conduct business in a responsible, ethical way. We maintain a comprehensive Code of Conduct that details the expectations and requirements we have as an organization for our employees. This Code of Conduct applies to all employees, whether we are engaging in peer-to-peer interactions, working to comply with complex regulations, marketing our products, purchasing materials, creating new products, managing our finances or interacting with our communities.

Our board of directors is broadly responsible for contributing to the strategic direction and oversight of the company. There are five board committees, including: Audit; Nominating and Corporate Governance; Management Development and Compensation; Strategy and Risk; and Sustainability. Among its duties and responsibilities, the board oversees management's direction of the legal, ethical and socially responsible behavior of the company, such as developing effective performance measurement systems, reviewing the company's long-term strategy and overseeing risk management processes.

Our Leadership Council, which consists of 11 members of senior management, is responsible for directing the development and implementation of the company's strategic plan and business operations around the globe. These executive leaders establish and maintain our commitment to ethics, integrity, fiscal responsibility, growth and sustainability.

### Internet Access

Our Internet address is [www.koppers.com](http://www.koppers.com). Our recent filings on Forms 10-K, 10-Q and 8-K and any amendments to those documents can be accessed without charge on our website under Investor Relations – Financials & Filings – SEC Filings or from the Securities and Exchange Commission at its website, [www.sec.com](http://www.sec.com), as soon as reasonably practicable after such filings are made with the Securities and Exchange Commission. The contents of our Internet site are not incorporated by reference into this document.

### ITEM 1A. RISK FACTORS

*You should carefully consider the risks described below before investing in our publicly traded securities. Our business is subject to the risks that affect many other companies, such as competition, technological obsolescence, labor relations, general economic conditions, geopolitical events and international operations.*

#### Risks Related to Our Business

**Fluctuations in the price, quality and availability of our primary raw materials could reduce our profitability. In addition, geopolitical events and the risk of related government actions affecting our business and our customers or raw material suppliers may adversely impact our business, results of operations and cash flows.**

Our operations depend on an adequate supply of quality raw materials being available on a timely basis. The loss of a key source of supply or a delay in shipments could cause a significant increase in our operating expenses. For example, our operations are highly dependent on a relatively small number of freight transportation services. We are also dependent on specialized ocean-going transport vessels that we lease to deliver raw materials to our facilities and finished goods to our customers. Interruptions in such freight services could impair our ability to receive raw materials and ship finished products in a timely manner. We are also exposed to price and quality risks associated with raw material purchases. Such risks include the following:

- The availability and cost of lumber are critical elements in our production of railroad crossties, utility poles and other related wood products for our RUPS business. Historically, the supply and cost of hardwood for railroad crossties have been subject to availability and price pressures. We may not be able to obtain wood raw materials at economical prices in the future or be able to pass on higher raw material costs to our customers.
- The availability of scrap copper is a critical element in our production of copper-based wood preservation chemicals for our PC business. Our purchase price for scrap copper is based upon spot prices in the copper market, which may be subject to sudden price changes. We may not be able to obtain scrap copper at prices that match underlying pricing commitments to our customers.

- The primary raw material used by our CMC business is coal tar, a by-product of coke production. Currently, our CMC business supplies our North American RUPS business with 100 percent of its creosote requirements. A shortage in the supply of domestic coal tar or a reduction in the quality of coal tar could require us to increase coal tar or creosote imports to meet future creosote demand. This could cause a significant increase in our operating expenses and we may be unable to pass some or all of these costs on to our customers.
- In certain circumstances coal tar may also be used as an alternative to fuel. In the past, increases in energy prices have resulted in higher coal tar costs which we have attempted to pass through to our customers. If these increased costs cannot be passed through to our customers, it could result in reduced profitability for our coal tar-based products.
- Our price realizations and profit margins for phthalic anhydride have historically fluctuated with the price of orthoxylene and its relationship with phthalic anhydride; however, during periods of excess supplies of phthalic anhydride, profitability may be reduced despite high levels for orthoxylene prices.
- Our price realizations and profit margins for phthalic anhydride, naphthalene and carbon black feedstock have historically fluctuated with the market price of crude oil, market prices for chemicals derived from crude oil, such as orthoxylene, or market indices derived from crude oil.
- We import certain raw materials that are used in our products that are, or may become, subject to tariffs, trade restrictions or supply chain disruptions. For example, the potential for regional conflict between China and Taiwan could result in disruptions of raw materials that our CMC and KPC businesses source from China and Taiwan.

In addition, geopolitical events, such as systemic political or economic instability, civil unrest, outbreak of war or expansion of hostilities or acts of terrorism, whether occurring in the United States or abroad, could disrupt our operations or the operations of one or more of our raw material suppliers or customers, or could severely damage or destroy one or more of our facilities located in the affected areas, which could in turn adversely affect our ability to obtain raw materials from our suppliers or transport products to our customers. These factors could also cause consumer confidence and spending to decrease or result in increased volatility in the United States and global financial markets and economy.

Further, the United States government, other governments or international organizations could impose sanctions that could restrict us from doing business directly or indirectly in or with certain countries or parties, which could include raw material suppliers or customers. For example, due to the Russian invasion of Ukraine, our European-based CMC business lost a substantial portion of its coal tar requirements that were previously sourced from the Russian Federation and Ukraine. Geopolitical events further impacting these countries, or other countries from which we source raw materials or where our facilities or customers are located, could adversely affect the impacted business segments.

If the costs of raw materials increase significantly and we are unable to offset the increased costs with higher selling prices, our profitability will decline. Any such occurrence could have a material adverse effect on our operating results, financial condition, cash flows and liquidity.

#### **We face risks related to our substantial indebtedness.**

As of December 31, 2023, we had total outstanding debt of \$849.4 million, and approximately \$330.0 million of additional unused borrowing capacity under our credit agreement (the Credit Facility) with a consortium of banks, which includes an \$800.0 million revolving credit facility, a \$50.0 million swingline facility and provides for the ability to incur one or more uncommitted incremental revolving or term loan facilities in an aggregate amount of at least \$730.0 million, subject to applicable financial covenants. Our substantial leverage could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, expose us to interest rate risk associated with our variable rate debt and prevent us from meeting our obligations under the Credit Facility as described in Note 15 of the Notes to Consolidated Financial Statements. Our high level of debt can result and in the past has resulted in a substantial portion of cash flow from operations being dedicated to the payment of principal and interest on our debt, thereby reducing our ability to use our cash flow to fund our operations, including paying our vendors within agreed upon terms, capital expenditures, and business opportunities.

A high level of indebtedness could have other adverse consequences to us, including:

- making it more difficult for us to make payments on our debt;
- increasing our vulnerability to general economic and industry conditions;
- exposing us to the risk of increased interest rates as certain of our borrowings under our Credit Facility are at variable rates;
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures;
- limiting our ability to obtain additional financing for working capital, capital expenditures, product development, debt service requirements, acquisitions, and general corporate or other purposes; and

- limiting our ability to adjust to changing market conditions and placing us at a competitive disadvantage compared to our competitors who may be less highly leveraged.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, subject to the restrictions contained in our Credit Facility. If new indebtedness is added to our current debt levels, the related risks that we now face could intensify.

**Our debt agreements contain restrictions that limit our flexibility in operating our business.**

Our Credit Facility contains various covenants that limit our ability to engage in specified types of transactions. These covenants limit our ability and the ability of our restricted subsidiaries to, among other things:

- incur additional debt;
- pay dividends or distributions on our capital stock or repurchase our capital stock;
- issue stock of subsidiaries;
- make certain distributions;
- make certain investments;
- create liens on our assets to secure debt;
- enter into transactions with affiliates;
- modify material documents (including organizational documents);
- make certain acquisitions;
- merge or consolidate with another company; and
- sell or otherwise transfer assets.

In addition, under the Credit Facility, we are required to meet specified financial ratios in order to undertake certain actions, and we are required to maintain a specified minimum cash interest coverage ratio and a maximum total net leverage ratio. Our ability to meet those tests can be affected by events beyond our control, and we cannot assure you that we will meet them. A breach of any of these covenants could result in a default under our Credit Facility. Upon the occurrence of an event of default under our Credit Facility, the lenders could elect to declare all amounts outstanding under our Credit Facility to be immediately due and payable and terminate all commitments to extend further credit.

If we were unable to repay those amounts, the lenders under our Credit Facility could proceed against the collateral granted to them to secure such indebtedness. We have pledged substantially all of our assets as collateral under our Credit Facility. If the lenders under our Credit Facility accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay our Credit Facility, as well as our unsecured indebtedness.

**We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.**

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, delay payments to vendors, sell assets, seek additional capital, or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our Credit Facility restricts our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds that we could realize from them, and these proceeds may not be adequate to meet any debt service obligations then due.

**Demand for our products is cyclical, and we may experience prolonged depressed market conditions for our products.**

Our products are sold primarily into markets that historically have been cyclical, such as wood preservation, aluminum and specialty chemicals.

- The principal use of our wood preservation chemicals is in the manufacture of treated lumber, which is used mainly for residential applications, such as wood decking, and also industrial applications, such as the treating of railroad crossties and utility poles. Therefore, a decline in remodeling and construction could reduce demand for wood preservation chemicals for residential applications, and a decline in the capital spending practices for railroads and utility companies could reduce demand for wood preservation chemicals for industrial applications.
- The principal consumers of our carbon pitch are primary aluminum smelters. Although the global aluminum industry has experienced growth on a long-term basis, the aluminum industry has experienced a shift in primary aluminum production from the mature geographies, where we have historically enjoyed high market shares, to emerging economies, where we have less of a presence.
- The principal use of our phthalic anhydride product is in the manufacture of plasticizers and flexible vinyl, which are used mainly in the housing and automobile industries. Therefore, a decline in remodeling and construction or global automobile production could reduce the demand for phthalic anhydride.

**We are dependent on major customers for a significant portion of our net sales, and the loss of one or more of our major customers could result in a significant reduction in our profitability as a whole or the profitability of a particular product.**

Although no one customer accounted for more than six percent of our net sales for the year ended December 31, 2023, our top ten customers accounted for approximately 33 percent of our net sales in the aggregate. The loss of a significant customer could have a material adverse effect on our business, cash flow and financial condition.

**We may not be able to implement price increases sufficient to compensate for increased operating costs and raw material costs in our businesses.**

We have experienced and may experience further increased operating costs and raw material costs in our businesses. Our ability to implement price increases is largely influenced by competitive and economic conditions and could vary significantly depending on the segment served. Such increases may not be accepted by our customers, may not be sufficient to compensate for increased operating and raw material costs or may decrease demand for our products and our volume of sales. In addition, contractual terms with customers may limit our ability to implement price increases necessary to recover increased operating and raw material costs in our businesses. Our profitability could be adversely affected if we are unable to implement adequate price increases.

**The development of new technologies or changes in our customers' products could reduce the demand for our products.**

Our products are used for a variety of applications by our customers. Changes in our customers' products or processes may enable our customers to reduce consumption of the products we produce or make our products unnecessary. Customers may also find alternative materials or processes that no longer require our products.

**As a producer of wood preservatives, we may incur additional costs under our warranties or otherwise for claims related to treated-wood products.**

We provide limited warranties on certain treated-wood products. These limited warranties cover treated-wood products that are produced by certain of our customers who use wood preservatives supplied by us. The limited warranties generally provide for replacement of properly treated wood (treated-wood only) or refund of the purchase price for the treated-wood product that prematurely fails due to fungal decay or termite attack. We (or our customers) receive claims under these warranties or other claims relating to alleged failures of treated-wood products. Our profitability could be adversely affected if the amount of warranty claims against us or our customers significantly increases.

**Hazards associated with chemical manufacturing may cause suspensions or interruptions of our operations.**

Due to the nature of our business, we are exposed to the hazards associated with chemical manufacturing and the related use, storage and transportation of raw materials, products and wastes in our manufacturing facilities and our distribution centers, such as fires, explosions and accidents that could lead to a suspension or interruption of operations. Any disruption could reduce the productivity and profitability of a particular manufacturing facility or of our Company as a whole. Other hazards include the following:

- piping and storage tank leaks and ruptures;
- mechanical failure;
- exposure to hazardous substances; and
- chemical spills and other discharges or releases of toxic or hazardous wastes, substances or gases.

These hazards, among others, may cause personal injury and loss of life, damage to property and contamination of the environment, which could lead to government fines or work stoppage injunctions, cleanup costs and lawsuits by injured persons. While we are unable to predict the outcome of such matters, if determined adversely to us, we may not have adequate insurance to cover related costs or liabilities and, if not, we may not have sufficient cash flow to pay for such costs or liabilities. Such outcomes could harm our customer goodwill and reduce our profitability and could have a material adverse effect on our business, financial condition, cash flow and results from operations.

**We are subject to extensive environmental laws and regulations and may incur significant costs as a result of continued compliance with, violations of or liabilities under environmental laws and regulations.**

Like other companies involved in environmentally sensitive businesses, our operations and properties are subject to extensive federal, state, local and foreign environmental laws and regulations, including those concerning the following, among other things:

- the treatment, storage and disposal of wastes;
- the investigation and remediation of contaminated soil and groundwater;
- the discharge of effluents into waterways;
- the emission of substances into the air;
- the marketing, sale, use and registration of our chemical products, such as creosote, CCA, DCOI and MicroPro®;
- the U.S. Environmental Protection Agency's regulation under the Federal Insecticide, Fungicide, and Rodenticide Act which requires the registration and authorization of antimicrobial pesticide products to be used for various applications in the United States;
- the Health Canada Pest Management Regulatory Agency and its Pest Control Products Act which requires the registration and authorization of antimicrobial pesticide products to be used for various applications in Canada;
- the European Union's regulation under the Registration Evaluation Authorization and Restriction of Chemicals, which requires manufacturers or importers of substances manufactured or imported into the European Union in quantities of one ton per year or more to register with a central European Chemicals Agency;
- the European Union's regulation under the Biocidal Products Regulation, which requires a biocidal product to be authorized by the European Chemicals Agency before it can be marketed or used in the European Union;
- the Great Britain Biocidal Products Regulation, which requires a biocidal product to be authorized before it can be marketed or used in Great Britain; and
- other matters relating to environmental protection and various health and safety matters.

We have incurred, and expect to continue to incur, significant costs to comply with environmental laws and regulations as a result of remediation obligations. We could incur significant costs, including cleanup costs, fines, civil and criminal sanctions and claims by third parties for property damage and personal injury, as a result of violations of or liabilities under environmental laws and regulations. We accrue for environmental liabilities when a determination can be made that they are probable and reasonably estimable. Total environmental reserves at December 31, 2023 were \$10.6 million, which include provisions primarily for environmental remediation. In addition, we incur significant annual operating expenses related to environmental matters and significant capital expenditures related to environmental control facilities. Capital expenditures related to environmental control facilities in 2024 are expected to total approximately \$9.5 million and are expected to be funded by operations.

Contamination has been identified and is being investigated and remediated at many of our sites by us or other parties. We believe that we will have continuing significant expenditures associated with compliance with environmental laws and regulations and, to the extent not covered by insurance or available recoveries under third-party indemnification arrangements, for present and future remediation efforts at plant sites and third-party waste sites and other liabilities associated with environmental matters. There can be no assurance that these expenditures will not exceed current estimates and will not have a material adverse effect on our business, financial condition, cash flow and results of operations.

Actual costs and liabilities to us may exceed forecasted amounts. Moreover, currently unknown environmental issues, such as the discovery of additional contamination or the imposition of additional sampling or cleanup obligations with respect to our sites or third-party sites, may result in significant additional costs, and potentially significant expenditures could be required in order to comply with future changes to environmental laws and regulations or the interpretation or enforcement thereof. We also are involved in various litigation and proceedings relating to environmental matters and toxic tort claims.

**Future climate change regulation could result in increased operating costs and reduced demand for our products.**

Increasing societal concerns about climate change have resulted in international efforts to limit greenhouse gas (GHG) emissions. International climate change-related efforts, such as the Paris Agreement, may impact the regulatory framework of countries whose policies and laws directly influence our operations. Currently, in the United States, various federal, state and regional legislative and regulatory measures to address greenhouse gas are in phases of consideration, promulgation or implementation. These include actions which could require reductions in our greenhouse gas emissions or establish a carbon tax.

Heavy energy-using installations in the European Union operate under the EU Emissions Trading System (EU ETS), a cap and trade system on emissions. Under this system, organizations apply to the Member State for an allowance of GHG emissions. These allowances are gradually reduced year by year, to encourage reductions and are also tradable to enable companies that reduce their GHG emissions to sell their excess allowances to companies that are not reaching their emissions objectives. The Green Deal, which was approved by the EU Parliament in 2020, has set a goal of a 55 percent reduction in emissions by 2030 and carbon neutrality by 2050. This will include revising and possibly expanding the EU ETS and setting targets for sectors outside the EU ETS.

In Australia, the National Greenhouse and Energy Reporting Scheme requires large volume emitters (such as Koppers) to report carbon emissions and energy use to the government annually and, if they exceed certain thresholds, the 'Safeguard Mechanism' requires facilities to set an emissions baseline and purchase certificates if they exceed that baseline. Although Koppers does not currently exceed the threshold for the Safeguard Mechanism (100,000 TCO<sub>2e</sub> scope 1 emissions), it is foreseeable that the government could lower the threshold in the future. The Australian government has released draft legislation that seeks to introduce mandatory requirements for large businesses and financial institutions to disclose their climate-related risks and opportunities. The government is undertaking public consultation on the draft, with a current proposed start date for the legislation and reporting requirements of July 1, 2024. At the state level in Australia, the New South Wales Environment Protection Authority released its Climate Change Policy and Action Plan, which proposes to introduce greenhouse gas emission targets and limits on environment protection licenses. During 2022, the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission both announced they would be increasing monitoring of, and penalties for, misleading statements in relation to net zero commitments.

Any laws or regulations that are adopted to reduce emissions of GHGs could (i) cause an increase to our raw material costs, (ii) increase our costs to operate and maintain our facilities, (iii) increase costs to administer and manage emissions programs, and (iv) have an adverse effect on demand for our products.

**The insurance that we maintain may not fully cover all potential exposures.**

We maintain property, casualty, general liability, workers' compensation, pollution legal liability and other insurance, but such insurance may not cover all risks associated with the hazards of our business and is subject to limitations, including deductibles and maximum limits. We may incur losses beyond the limits, or outside the coverage, of our insurance policies, including liabilities for environmental compliance and remediation. In addition, from time to time, various types of insurance for companies in our industry have not been available on commercially acceptable terms or, in some cases, have not been available at all. In the future, we may not be able to obtain coverage at current levels, and our premiums may increase significantly on coverage that we maintain.

**Adverse weather conditions or natural disasters, including conditions associated with or exacerbated by climate change, may reduce our operating results.**

Our quarterly operating results fluctuate due to a variety of factors that are outside our control, including inclement weather conditions, which in the past have caused a decline in our operating results. For example, adverse weather conditions have, at times, negatively impacted our supply chain as wet conditions impacted logging operations, reducing our ability to procure crossties. In addition, adverse weather conditions have had a negative impact on our customers in our pavement sealer and wood preservation businesses, resulting in a negative impact on our sales of these products. Moreover, demand for many of our products declines during periods of inclement weather. Finally, natural disasters, including wildfires, hurricanes and earthquakes, could affect our revenue and operating results. It is impossible to predict the timing, magnitude or location of such natural disasters or their impacts on the local economy and on our operations. If a major wildfire, hurricane or other natural disaster were to disrupt the supply of our raw materials or damage or destroy our facilities or manufacturing equipment, we may experience potential impacts ranging from production and shipping delays to lost profits and revenues. Global climate change may exacerbate the frequency and intensity of adverse weather conditions or natural disasters, such as wildfires, hurricanes, tornadoes, drought, water shortages, rainfall, unseasonably warm winter months, or other weather events, many of which have increased in severity in recent years, in geographic areas where our products are manufactured, distributed, sold and used and where our supply chains are located, and our sales and operating results may be affected to a greater degree than we have previously experienced. Such weather conditions could pose physical risks to our facilities and critical infrastructure in the United States and abroad, disrupt the operation of our supply chain and third-party vendors, and may impact our operating results.

**Beazer East and Beazer Limited may not continue to meet their obligations to indemnify us.**

Under the terms of the asset purchase agreement between us and Koppers Company, Inc. (now known as Beazer East, Inc.) upon the formation of Koppers Inc. in 1988, subject to certain limitations, Beazer East and Beazer Limited assumed the liability for and indemnified us against, among other things, certain clean-up liabilities for contamination occurring prior to the purchase date at sites acquired from Beazer East and certain third-party claims arising from such contamination (the Indemnity). Beazer East and Beazer Limited (which are indirect subsidiaries of Heidelberg Cement AG) may not continue to meet their obligations. Beazer East could in the future choose to challenge its obligations under the Indemnity or our satisfaction of the conditions to indemnification imposed on us thereunder. The government and other third parties may have the right under applicable environmental laws to seek relief directly from us for any and all such costs and liabilities.

In July 2004, we entered into an agreement with Beazer East to amend the December 29, 1988 asset purchase agreement to provide, among other things, for the continued tender of pre-closing environmental liabilities to Beazer East under the Indemnity through July 2019. To the extent that such third-party claims were not tendered by July 2019, Beazer East is not required to pay the costs arising from such claims under the Indemnity and furthermore, Beazer East may now tender certain of such claims to Koppers Inc. However, with respect to any such claims which were made by July 2019, Beazer East will continue to be responsible for such claims under the Indemnity beyond July 2019. The July 2004 amendment did not change the provisions of the Indemnity with respect to indemnification for non-environmental claims, such as product liability claims, which may continue to be asserted after July 2019. Qualified expenditures under the Indemnity are not subject to a monetary limit.

The Indemnity provides for the resolution of issues between Koppers Inc. and Beazer East by an arbitrator on an expedited basis upon the request of either party. The arbitrator could be asked, among other things, to make a determination regarding the allocation of environmental responsibilities between Koppers Inc. and Beazer East. Arbitration decisions under the Indemnity are final and binding on the parties.

Without Beazer East continuing to assume the financial responsibility under the Indemnity, the obligation to pay the costs and assume the liabilities relating to these matters would have a significant impact on our net income, liquidity and cash flows. Furthermore, we could be required to record a contingent liability on our balance sheet with respect to environmental matters covered by the Indemnity, which could result in our having significant negative net worth. Finally, the Indemnity does not afford us indemnification against environmental costs and liabilities attributable to acts or omissions occurring after the closing of the acquisition of assets from Beazer East under the asset purchase agreement, nor is the Indemnity applicable to liabilities arising in connection with other acquisitions by us after that closing.

**Litigation and other proceedings against us could be costly and time-consuming to defend, and due to the nature of our business and products, we may be liable for damages arising out of our acts or omissions, which may have a material adverse effect on us.**

We are and have been a defendant in a significant number of lawsuits in which the plaintiffs claim they have suffered a variety of illnesses (including cancer) and/or property damage as a result of exposure to coal tar pitch, pavement sealer, benzene, wood treatment chemicals and other chemicals. In addition, we are regularly subject to legal proceedings and claims that arise in the ordinary course of business, such as workers' compensation claims, governmental investigations, employment disputes, and customer and supplier disputes arising out of the conduct of our business. We also are involved in various litigation and proceedings relating to environmental matters. Any litigation, investigation or regulatory enforcement action that may arise in these or other contexts could result in substantial costs and may divert management's attention and resources away from the day-to-day operation of our business.

We are indemnified for certain product liability exposures under the Indemnity with Beazer East related to products sold prior to the closing of the acquisition of assets from Beazer East. Beazer East and Beazer Limited may cease to meet their indemnification obligations. In addition, Beazer East could choose to challenge its indemnification obligations or our satisfaction of the conditions to indemnification imposed on us thereunder. If for any reason (including disputed coverage or financial incapability), one or more of such parties fail to perform their obligations, and we are held liable for or otherwise required to pay all or part of such liabilities without reimbursement, the imposition of such liabilities on us could have a material adverse effect on our business, financial condition, cash flows and results of operations. Furthermore, we could be required to record a contingent liability on our balance sheet with respect to such matters, which could result in us having a significant negative net worth.

**Intellectual property rights are important to our business. If our patents are declared invalid or our trade secrets become known to our competitors, our ability to compete may be adversely affected.**

Proprietary protection of our processes, apparatuses and other technology is important to our business, particularly in our PC business. Consequently, we may have to rely on judicial enforcement of our patents and other proprietary rights, which is generally a time consuming and expensive process. While a presumption of validity exists with respect to patents issued to us in the United States, there can be no assurance that any of our patents will not be challenged, invalidated, circumvented or rendered unenforceable. Furthermore, if any pending patent application filed by us does not result in an issued patent, or if patents are issued to us, but such patents do not provide meaningful protection of our intellectual property, or if patents issued to us expire, then our ability to compete may be adversely affected. Additionally, our competitors or other third parties may obtain patents that restrict or preclude our ability to lawfully produce or sell our products in a competitive manner, which could have a material adverse effect on our business, cash flow and financial condition. The growth of our business also depends on our ability to develop new intellectual property rights, including patents, and the successful implementation of innovation initiatives. There can be no assurance that our efforts to do so will be successful, and the failure to do so could negatively impact our results of operations.

We also rely upon unpatented proprietary know-how and continuing technological innovation and other trade secrets to develop and maintain our competitive position, particularly in our PC business. While it is our practice to enter into confidentiality agreements with our employees and third parties to protect our intellectual property, these confidentiality agreements may be breached or may not provide meaningful protection for our trade secrets or proprietary know-how, and adequate remedies may not be available in the event of an unauthorized use or disclosure of our trade secrets and know-how. In addition, others could obtain knowledge of our trade secrets through independent development or other access by legal means. The failure of our patents or confidentiality agreements to protect our processes, apparatuses, technology, trade secrets or proprietary know-how could have a material adverse effect on our business, cash flow and financial condition.

**We may be required to recognize impairment charges for our long-lived assets.**

At December 31, 2023, the net carrying value of long-lived assets (property, plant and equipment, operating lease right-of-use assets, goodwill and other intangible assets) totaled \$1,118.8 million. In accordance with generally accepted accounting principles, we periodically assess these assets to determine if they are impaired. Significant negative industry or economic trends, disruptions to our business, unexpected significant changes or planned changes in use of the assets, divestitures and market capitalization declines may result in impairments to goodwill and other long-lived assets. Future impairment charges could significantly affect our results of operations in the periods recognized. Impairment charges would also reduce our shareholders' equity and could affect compliance with the covenants in our debt agreements.

**We are subject to risks inherent in foreign operations, including additional legal regulation and changes in social, political and economic conditions.**

We have operations in the United States, Australia, Denmark, the United Kingdom, New Zealand and Canada, among others, and sell our products in many foreign countries. For the year ended December 31, 2023, net sales from products sold by our foreign subsidiaries accounted for approximately 29 percent of our total net sales.

Doing business on a global basis requires us to comply with the laws and regulations of the U.S. government and various international jurisdictions. These regulations place restrictions on our operations, trade practices and partners and investment decisions. In particular, our international operations are subject to U.S. and foreign anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act, and economic sanction programs administered by the U.S. Treasury Department's Office of Foreign Assets Control. Violations of these laws and regulations may result in civil or criminal penalties, including fines.

For example, some of our operations are subject to the United Kingdom's and European Union's General Data Protection Regulation (GDPR). The GDPR imposes a range of compliance obligations for companies that process personal data of United Kingdom and European Union residents and includes financial penalties for non-compliance. We process personal data of our employees who are United Kingdom or European Union residents and will continue dedicating financial resources and management time to GDPR compliance. We bear the cost of compliance with the GDPR and are subject to fines and penalties in the event of a breach of the GDPR, which could have an adverse impact on our business, financial condition or results of operations.

Political and financial instability can lead to economic uncertainty and may adversely impact our business. In addition, as a global business, we are also exposed to market risks relating to fluctuations in interest rates and foreign currency exchange rates. Our international revenues could be reduced by currency fluctuations or devaluations. Changes in currency exchange rates could lower our reported revenues and could require us to reduce our prices to remain competitive in foreign markets, which could also reduce our profitability. We are also subject to potentially increasing transportation and shipping costs associated with international operations. Furthermore, we are also exposed to risks associated with changes in the laws and policies governing foreign investments in countries where we have operations, as well as changes in U.S. laws and regulations relating to foreign trade and investment.

**Labor disputes, labor shortages and increased turnover or increases in employee and employee-related costs could disrupt our operations, divert the attention of our management and may cause a decline in our production and a reduction in our profitability.**

Many of our employees are represented by a number of different labor unions and are covered under numerous labor agreements. Typically, a number of our labor agreements are scheduled to expire each year. We may not be able to reach new agreements without union action or on terms satisfactory to us. Any future labor disputes with any such unions could result in strikes or other labor protests, which could disrupt our operations and divert the attention of our management from operating our business. If we were to experience a strike or work stoppage, it may be difficult for us to find a sufficient number of employees with the necessary skills to replace these employees. Any such labor disputes could cause a decline in our production and a reduction in our profitability.

We have recently experienced increased labor shortages at some of our production facilities and other locations. A number of factors have had, and may continue to have, adverse effects on the labor force available to us, including reduced employment pools, unemployment subsidies, including unemployment benefits, and other government regulations, which include laws and regulations related to workers' health and safety, wage and hour practices and immigration. Labor shortages and increased turnover rates within our workforce have led to, and could in the future lead to, increased costs, such as increased overtime to meet demand and increased wage rates to attract and retain employees and could negatively affect our ability to efficiently operate our production facilities or otherwise operate at full capacity. An overall or prolonged labor shortage, lack of skilled labor, increased turnover or labor inflation could have a material adverse effect on our operating results, financial condition, cash flows and liquidity.

**Our post-retirement obligations are currently underfunded. We may be required to make significant cash payments to our pension and other post-retirement plans, which will reduce the cash available for our business.**

As of December 31, 2023, our benefit obligation under our defined benefit pension plans exceeded the fair value of plan assets by \$26.2 million. Our pension asset funding to total pension obligation ratio was 83 percent as of December 31, 2023. The underfunding was caused, in large part, by fluctuations in the financial markets that impacted the value of the assets in our defined benefit pension plans and by fluctuations in interest rates which increased the discounted pension liabilities. In addition, our obligations for other post-retirement benefits are unfunded and total \$6.2 million at December 31, 2023.

During the years ended December 31, 2023 and December 31, 2022, we contributed \$2.7 million and \$1.6 million, respectively, to our post-retirement benefit plans. For normal plan operations, management expects that any future obligations under our post-retirement benefit plans that are not currently funded will be funded from our future cash flow from operations. If our contributions to our post-retirement benefit plans are insufficient to fund the post-retirement benefit plans adequately to cover our future obligations, the performance of the assets in our pension plans does not meet our expectations or other actuarial assumptions or mandatory funding laws are modified, our contributions to our post-retirement benefit plans could be materially higher than we expect, thus reducing the cash available for our business.

**We may incur significant charges in the event we close all or part of a manufacturing plant or facility.**

We periodically assess our manufacturing operations in order to manufacture and distribute our products in the most efficient manner. Based on our assessments, we may make capital improvements to modernize certain units, move manufacturing or distribution capabilities from one plant or facility to another plant or facility, discontinue manufacturing or distributing certain products or close all or part of a manufacturing plant or facility, any of which could cause us to incur significant charges. The actual costs to close a manufacturing facility may exceed our original cost estimate and may have a material adverse effect on our financial condition, cash flow from operations and results from operations.

**We may be subject to information technology systems failures, network disruptions and breaches of data security, which could harm our relationships with our customers and third-party business partners, subject us to negative publicity and litigation and cause substantial harm to our business.**

We depend on integrated information systems to conduct our business. Information technology systems failures could disrupt our operations by impeding our processing of transactions, our ability to protect customer or company information and our financial reporting. System failures include risks associated with upgrading our systems, integrating information technology and other systems in connection with the integration of businesses we acquire, network disruptions and breaches of data security. Our computer systems, including our back-up systems, could be damaged or interrupted by power outages, computer and telecommunications failures, computer viruses, internal or external security breaches, events such as fires, earthquakes, floods, tornadoes and hurricanes, and/or errors by our employees.

We have been subject to cyberattacks in the past, including phishing and malware incidents, and although no such attack has had a material adverse effect on our business, this may not be the case with future attacks. As the prevalence of cyberattacks continues to increase, our information technology systems may be subject to increased security threats and we may incur additional costs to upgrade and maintain our security measures in place to prevent and detect such threats. The security and privacy measures that our vendors and customers implement may not be sufficient to prevent and detect cyberattacks that could have a material adverse effect on our financial condition, results of operations and cash flows. While our vendor agreements typically contain provisions that seek to eliminate or limit our exposure to liability for damages from a cyberattack, we cannot assure that such provisions will withstand legal challenges or cover all or any such damages.

In addition, outside parties may attempt to fraudulently induce employees or customers to disclose access credentials or other sensitive information in order to gain access to our systems and networks. We also may be subject to additional vulnerabilities as we integrate the systems, computers, software and data of acquired businesses and third-party business partners into our networks and separate the systems, computers, software and data of disposed businesses from our networks.

There are no assurances that our security measures, our business continuity and disaster recovery plans or actions or our investments to improve the maturity of our systems, processes and risk management framework to remediate vulnerabilities will be sufficient or completed quickly enough to prevent or detect or limit the impact of critical adverse events such as cyberattacks or security breaches. Potential consequences include, but are not limited to, transactional errors, business disruptions, loss of or damage to intellectual property, loss of customers and business opportunities, unauthorized access to or disclosure of confidential or personal information, regulatory fines, penalties or litigation, reputational damage, reimbursement or other compensatory costs and additional compliance costs. Any of these could have a material adverse effect on our financial condition, results of operations and cash flows.

#### Risks Related to Our Common Stock

**You may not receive dividends because our board of directors could, in its discretion, depart from or change our dividend policy at any time.**

We are not required to pay dividends, and our shareholders are not guaranteed, and do not have contractual rights, to receive dividends. Our board of directors may decide at any time, in its discretion, to change or revoke our dividend policy. Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend upon results of operations, financial condition, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

The ability of Koppers Inc. and its subsidiaries to pay dividends or make other payments or distributions to us will depend on our operating results and may be restricted by, among other things, the covenants in our Credit Facility. Our ability to pay dividends is also limited by Pennsylvania law and may in the future be limited by the covenants of any future outstanding indebtedness we or our subsidiaries incur. If a dividend is paid in violation of Pennsylvania law, each director approving the dividend could be liable to the corporation if the director did not act with such care as a person of ordinary prudence would use under similar circumstances. Directors are entitled to rely in good faith on information provided by employees of the corporation and experts retained by the corporation. Directors who are held liable would be entitled to receive a contribution to any such liability from any shareholders who received an unlawful dividend knowing it to be unlawful. Furthermore, we are a holding company with no operations, and unless we receive dividends, distributions, advances, transfers of funds or other payments from our subsidiaries, we will be unable to pay dividends on our common stock.

**Provisions of our charter documents may inhibit a takeover, which could negatively affect our stock price.**

Provisions of our charter documents and the Business Corporation Law of Pennsylvania, the state in which we are incorporated, could discourage potential acquisition proposals or make it more difficult for a third party to acquire control of our company, even if doing so might be beneficial to our shareholders. Our Amended and Restated Articles of Incorporation (our Articles of Incorporation) and our Third Amended and Restated Bylaws (our Bylaws) provide for various procedural and other requirements that could make it more difficult for shareholders to effect certain corporate actions. For example, our Articles of Incorporation authorize our board of directors to determine the rights, preferences, privileges and restrictions of unissued series of preferred stock without any vote or action by our shareholders. Our board of directors can therefore authorize and issue shares of preferred stock with voting or conversion rights that could adversely affect the voting or other rights of holders of our common stock. The following additional provisions could make it more difficult for shareholders to effect certain corporate actions:

- Our shareholders will be able to remove directors only for cause by the affirmative vote of the holders of a majority of the outstanding shares of our capital stock entitled to vote in the election of directors. Vacancies on our board of directors may be filled only by our board of directors.
- Under Pennsylvania law, cumulative voting rights are available to the holders of our common stock if our Articles of Incorporation have not negated cumulative voting. Our Articles of Incorporation provide that our shareholders do not have the right to cumulative votes in the election of directors.
- Our Articles of Incorporation do not permit shareholder action without a meeting by consent except for the unanimous consent of all holders of our common stock. The Articles of Incorporation also provide that special meetings of our shareholders may be called only by the board of directors or the chairman of the board of directors.
- Our Bylaws provide that shareholders seeking to nominate candidates for election as directors or to bring business before an annual meeting of shareholders must provide timely notice of their proposal in writing to the corporate secretary.

These provisions may discourage acquisition proposals and may make it more difficult or expensive for a third party to acquire a majority of our outstanding voting stock or may delay, prevent or deter a merger, acquisition, tender offer or proxy contest, which may negatively affect our stock price.

**General Risk Factors****Conditions in the global economy and global capital markets may adversely affect our results of operations, financial condition and cash flows.**

In recent history, the U.S. and global economy and capital markets have experienced significant uncertainties and volatility. Our business and operating results can be significantly affected by global economic issues. Our customers may experience deterioration of their business during the adverse business cycles. They may experience cash flow shortages and may have difficulty obtaining financing. As a result, our customers may delay or cancel plans to purchase our products and may not be able to fulfill their payment obligations to us in a timely fashion. Our suppliers may be experiencing similar conditions which could impact their ability to supply us with raw materials and otherwise fulfill their obligations to us. If global economic conditions deteriorate significantly, there could be a material adverse effect to our results of operations, financial condition and cash flows.

In addition, we rely on our Credit Facility with a consortium of banks to provide us with liquidity to meet our working capital needs. Our ability to fund our liquidity needs and working capital requirements could be impacted in the event that disruptions in the credit markets result in the banks being unable to lend to us under our Credit Facility.

**Global economic issues could prevent us from accurately forecasting demand for our products, which could have a material adverse effect on our results of operations and our financial condition.**

Adverse global economic issues, market instability and volatile commodity price fluctuations make it increasingly difficult for us, our customers and our suppliers to accurately forecast future product demands and sales prices, which could cause us to procure raw materials in excess of end-product demand. This could cause a material increase to our inventory carrying costs and, in the event of falling market prices for our end products, result in significant charges to write-down inventory to market prices.

**Health concerns arising from the outbreak of a health epidemic or pandemic may have an adverse effect on our business, operating results and financial condition.**

Health epidemics or pandemics may have a significant impact on global markets as a result of supply chain and production disruptions, workforce restrictions, reduced spending and other factors. Our operating results are subject to fluctuations based on general economic conditions, and the extent to which a health epidemic or pandemic ultimately may impact our business will depend on future developments, such as the efficacy of spread prevention measures and new vaccines, the duration of the outbreak and business closures or business disruptions for us, our suppliers and our customers, all of which are highly uncertain and cannot be predicted with confidence.

Any resulting financial distress of our customers due to deterioration in economic conditions could result in reduced sales and decreased collectability of accounts receivable, which would negatively impact our results of operations, cash flows and liquidity. A health epidemic or pandemic also could have a material impact on our ability to obtain the raw materials and parts that we need in order to manufacture our products as our suppliers face disruptions in their businesses or closures. If our suppliers fail to meet our manufacturing needs, it could delay our production and shipments to customers and negatively affect our operations, cash flows and liquidity.

To the extent a future health epidemic or pandemic adversely affects our business and financial results, it also may have the effect of increasing many of the other risks described herein.

**We may not be able to compete successfully in any or all of the industry segments in which we operate.**

The markets in which we operate are highly competitive, and this competition could harm our business, results of operations, cash flow and financial condition. If we are unable to respond successfully to changing competitive conditions, the demand for our products could be affected. We believe that the most significant competitive factor for our products is selling price.

**Our products may be rendered obsolete or less attractive by changes in regulatory, legislative or industry requirements.**

Changes in regulatory, legislative or industry requirements may render certain of our products obsolete or less attractive. Our ability to anticipate changes in these requirements, especially changes in regulatory standards, will be a significant factor in our ability to remain competitive. We may not be able to comply in the future with new regulatory, legislative and/or industrial standards that may be necessary for us to remain competitive and certain of our products may, as a result, become obsolete or less attractive to our customers.

**Changes in applicable tax regulations and resolutions of tax disputes could negatively affect our financial results.**

We are subject to income tax laws and regulations in the United States and various foreign jurisdictions. Significant judgment is required in evaluating and estimating our provision and accruals for these taxes. Our income tax liabilities are dependent upon the location of earnings among these different jurisdictions. Our income tax provision and income tax liabilities could be adversely affected by the jurisdictional mix of earnings, changes in valuation of deferred tax assets and liabilities and changes in tax laws and regulations. For example, many countries have started to implement legislation and other guidance to align their international tax rules with the Organization for Economic Co-operation and Development's (OECD) Base Erosion and Profit Shifting recommendations and action plan that aim to standardize and modernize global corporate tax policy, including changes to cross-border tax, transfer pricing documentation rules and nexus-based tax incentive practices. The OECD is also continuing discussions surrounding fundamental changes in allocation of profits among tax jurisdictions in which companies do business, as well as the implementation of a global minimum tax.

In the ordinary course of our business, we are also subject to continuous examinations of our income tax returns by tax authorities. Although we believe our tax estimates are reasonable, the final results of any tax examination or related litigation could be materially different from our related historical income tax provisions and accruals. Adverse developments in an audit, examination or litigation related to previously filed tax returns, or in the relevant jurisdiction's tax laws, regulations, administrative practices, principles and interpretations could have a material effect on our results of operations and cash flows in the period or periods for which that development occurs, as well as for subsequent periods.

**Our strategy to selectively pursue complementary acquisitions may present unforeseen obstacles, risks or costs.**

Our business strategy includes the potential acquisition of businesses and entering into joint ventures and other business combinations that we expect would complement and expand our existing products and the markets where we sell our products. We may not be able to successfully identify suitable acquisition or joint venture opportunities or complete any particular acquisition, combination, joint venture or other transaction on acceptable terms. We cannot predict the timing and success of our efforts to acquire any particular business. Also, efforts to acquire other businesses or the implementation of other elements of this business strategy may divert managerial resources away from our business operations. In addition, our ability to engage in strategic acquisitions may depend on our ability to raise substantial capital and we may not be able to raise the funds necessary to implement our acquisition strategy on terms satisfactory to us, if at all. Our failure to identify suitable acquisition or joint venture opportunities may restrict our ability to grow our business. In addition, we may not be able to successfully integrate businesses that we acquire in the future or have recently acquired, which could lead to increased operating costs, a failure to realize anticipated operating synergies, or both.

**We depend on our senior management team and other key employees and the loss of these employees could adversely affect our business.**

Our success is dependent on the management, experience and leadership skills of our senior management team and key employees. The loss of any of these individuals or an inability to attract, retain and maintain additional personnel with similar industry experience could prevent us from implementing our business strategy. We cannot assure you that we will be able to retain our existing senior management and key personnel or to attract additional qualified personnel when needed. Senior management or key personnel may retire or resign from time to time.

**Our stock price may be extremely volatile.**

There has been significant volatility in the market price and trading volume of equity securities, which is unrelated to the financial performance of the companies issuing the securities. These types of broad market fluctuations may negatively affect the market price of our common stock.

Some specific factors that may have a significant effect on our common stock market price include the following:

- actual or anticipated fluctuations in our operating results or future prospects;
- the public's reaction to our press releases, our other public announcements and our filings with the Securities and Exchange Commission;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- adverse conditions in the financial markets or general economic conditions, including those resulting from war, pandemic, incidents of terrorism and responses to such events;
- sales of common stock by us, members of our management team or a significant shareholder;
- changes in stock market analyst recommendations or earnings estimates regarding our common stock or other comparable companies; and
- changes in our current dividend policy or the elimination, reduction or suspension of our dividend.

We cannot predict the extent to which investor interest in our company will continue to support an active trading market for our common stock on the New York Stock Exchange (the NYSE) or otherwise or how liquid that market will continue to be. If there does not continue to be an active trading market for our common stock, you may have difficulty selling any of our common stock that you buy.

**If securities analysts or industry analysts publish negative research or reports, or do not publish reports about our business, our share price and trading volume could decline.**

The trading market for our common stock is influenced by the research and reports that industry or securities analysts publish about us, our business and our industry. If one or more analysts adversely change their recommendation regarding our shares or our competitors' stock, our share price would likely decline. If one or more analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our share price or trading volume to decline.

**Future sales, or the perception of future sales, of a substantial amount of our common stock may depress the price of the shares of our common stock.**

Future sales, or the perception or the availability for sale in the public market, of substantial amounts of our common stock could adversely affect the prevailing market price of our common stock and could impair our ability to raise capital through future sales of equity securities at a time and price that we deem appropriate.

We may issue shares of our common stock, or other securities, from time to time as consideration for future acquisitions and investments. We may also issue shares of our common stock, or other securities, in connection with employee stock compensation programs, employee stock purchase programs and board of directors' compensation. In addition, we may issue shares of our common stock or other securities in public or private offerings as part of our efforts to raise additional capital. In the event any such acquisition, investment, issuance under stock compensation programs or offering is significant, the number of shares of our common stock or the number or aggregate principal amount, as the case may be, of other securities that we may issue may in turn be significant. We may also grant registration rights covering those shares or other securities in connection with any such acquisitions and investments. Any additional capital raised through the sale of our equity securities may dilute your percentage ownership in us.

**Our ability to raise capital in the future may be limited.**

Our ability to raise capital in the future may be limited. Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds through the issuance of new equity securities, debt or a combination of both. Additional financing may not be available on favorable terms, or at all. If adequate funds are not available on acceptable terms, we may be unable to fund our capital requirements. If we issue new debt securities, the debt holders would have rights senior to common shareholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. If we issue additional equity securities, existing shareholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. Thus, our shareholders bear the risk of our future securities offerings diluting their interest and reducing the market price of our common stock.

**The failure of financial institutions or transactional counterparties could adversely affect our current and projected business operations and our liquidity, financial condition and results of operations.**

We regularly maintain domestic cash deposits in Federal Deposit Insurance Corporation (FDIC) insured banks which exceed the FDIC insurance limits. We also maintain cash deposits in foreign banks where we operate, some of which are not insured or are only partially insured by the FDIC or other similar agencies. The failure of a bank, or events involving limited liquidity, defaults, non-performance or other adverse conditions in the financial or credit markets impacting financial institutions at which we maintain balances, or concerns or rumors about such events, may lead to disruptions in access to our bank deposits or otherwise adversely impact our liquidity and financial condition. There can be no assurance that our deposits in excess of the FDIC or other comparable insurance limits will be backstopped by the U.S. or applicable foreign government, or that any bank or financial institution with which we do business will be able to obtain needed liquidity from other banks, government institutions or by acquisition in the event of a failure or liquidity crisis.

In addition, instability, liquidity constraints or other distress in the financial markets, including the effects of bank failures, defaults, non-performance or other adverse developments that affect financial institutions could impair the ability of one or more of the banks participating in our current or any future credit agreement from honoring their commitments under the credit agreement or situations where the banks serve as a counterparty on our derivative swap agreements. This could have a material adverse effect on our business if we were not able to replace those commitments or locate other sources of liquidity on acceptable terms.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 1C. CYBERSECURITY**

We are committed to ensuring the confidentiality, integrity and availability of data that is owned and managed by us. We are also committed to protecting confidential information that is shared with us by our business partners. The cybersecurity program at Koppers has been designed based on an industry standard cybersecurity framework and is aligned with local and regional compliance requirements. The cybersecurity program is reviewed periodically by an independent third-party, and the results are shared with the board of directors. Components of the cybersecurity program are guided by the results of the independent third-party assessment. The cybersecurity program is part of the larger Enterprise Risk Management (ERM) program which is reviewed by management and the board of directors on a periodic basis. Compliance with the cybersecurity program is ensured via policies, procedures, training, and systems.

Information security policies at Koppers lay out the guardrails that ensure compliance with the program. Examples of guardrails set within the information security policies at Koppers include application of the principle of least privilege when granting access (the principle that a user or entity should only have access to the specific data, resources and applications needed to complete a required task), logging and monitoring activity of privileged accounts, authorized physical and logical access to information technology (IT) systems, and requiring maintenance of confidentiality of non-public information. Standard operating procedures (SOPs) ensure accuracy and completeness of various IT tasks being performed throughout the organization. SOPs include incorporating data processing agreements in contracts, commissioning and decommissioning of IT systems, granting role-based user access, patch management, and change management. Training is conducted regularly for all employees who interact with Koppers IT systems. Specialized training is also conducted for employees who deal with sensitive data. Security systems have been deployed to manage vulnerabilities within the IT environment, and periodic penetration tests validate the Koppers security posture.

IT systems are protected using various tools like multi-factor authentication (MFA), virtual private network (VPN), firewalls, end-point protection, spam and web filters, mobile device management, and privileged access management. A third-party monitoring service aids in detecting any threats or anomalies with the network. A multi-department incident response plan has been developed to facilitate a swift response in the event of a cybersecurity incident, which includes notifying the appropriate regulatory agencies. IT systems critical to the business operations have been identified and plans have been developed for a swift recovery of IT services in the event of a service failure. We utilize various IT cloud service providers. Annual security reviews of all service providers that provide critical service to the business are conducted. A cybersecurity risk assessment is conducted prior to contracting with a new IT cloud service provider providing high-impact services.

The Strategy and Risk Committee of the board of directors is composed of board members with diverse experience that allows them to oversee cybersecurity risks effectively. We have a Vice President, Information Technology with over 20 years of experience at Koppers in various positions of increasing responsibility within the IT function, working on initiatives related to enterprise resource planning systems, mobile computing, data analytics, SOX compliance, and cybersecurity. Prior to working at Koppers, the Vice President, Information Technology worked at a global technology consulting company implementing software solutions. This position plays a pivotal role in informing management, the Strategy and Risk Committee and the board of directors on cybersecurity risks. An update on the cybersecurity program is provided to the board of directors quarterly. As of the date of this report, we have not experienced a material information security incident.

**ITEM 2. PROPERTIES**

The following chart sets forth information regarding our production facilities. Generally, our production and port facilities are suitable and adequate for the purposes for which they are intended and overall have sufficient capacity to conduct business in the upcoming year.

<i>Primary Product Line</i>	<i>Location</i>	<i>Description of Property Interest</i>
<b>Railroad and Utility Products and Services</b>		
Rail joint bars	Huntington, West Virginia	Leased
Railroad crosstie materials recovery	Domino, Texas	Leased
Railroad crosstie materials recovery	L'Anse, Michigan	Leased
Railroad crossties	Ashcroft, British Columbia, Canada	Owned
Railroad crossties	Camden, Arkansas	Owned/Leased
Railroad crossties	Florence, South Carolina	Owned
Railroad crossties	Galesburg, Illinois	Leased
Railroad crossties	Guthrie, Kentucky	Owned
Railroad crossties	Muncy, Pennsylvania	Owned
Railroad crossties	North Little Rock, Arkansas	Owned
Railroad crossties	Roanoke, Virginia	Owned
Railroad crossties	Williamsville, Missouri	Owned
Railroad crossties and utility poles	Somerville, Texas	Owned
Railroad structures	Madison, Wisconsin	Owned
Utility poles	Bunbury, Western Australia, Australia	Owned/Leased
Utility poles	Eutawville, South Carolina	Owned
Utility poles	Grafton, New South Wales, Australia	Owned
Utility poles	Leesville, Louisiana	Owned
Utility poles	Leland, North Carolina	Owned
Utility poles	Longford, Tasmania, Australia	Owned
Utility poles	Newsoms, Virginia	Owned
Utility poles	North, South Carolina	Owned
Utility poles	Takura, Queensland, Australia	Leased
Utility poles	Vance, Alabama	Leased
Utility poles	Vidalia, Georgia	Owned
<b>Performance Chemicals</b>		
Intermediate copper products	Hubbell, Michigan	Leased
Wood preservation chemicals	Auckland, New Zealand	Owned
Wood preservation chemicals	Darlington, United Kingdom	Owned
Wood preservation chemicals	Geelong, Victoria, Australia	Owned
Wood preservation chemicals	Millington, Tennessee	Owned
Wood preservation chemicals	Mt. Gambier, South Australia, Australia	Owned
Wood preservation chemicals	Rock Hill, South Carolina	Owned
<b>Carbon Materials and Chemicals</b>		
Carbon products	Mayfield, New South Wales, Australia	Owned
Carbon products	Nyborg, Denmark	Owned/Leased
Carbon products and phthalic anhydride	Stickney, Illinois	Owned

Our corporate offices are located in leased office space in Pittsburgh, Pennsylvania. The lease term expires on December 31, 2028. We also own office space in Griffin, Georgia.

**ITEM 3. LEGAL PROCEEDINGS**

We are involved in litigation and other proceedings relating to environmental laws and regulations, toxic tort, product liability and other matters. An adverse outcome for certain of these cases could result in a material adverse effect on our business, cash flows and results of operations. The information related to legal matters set forth in Note 17 to the Consolidated Financial Statements of Koppers Holdings Inc. included in Item 8 of Part II of this report is incorporated herein by reference.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following table sets forth the names, ages and positions of our and Koppers Inc.'s executive officers as of February 28, 2024. Our executive officers hold their positions until the annual meeting of the board of directors or until their respective successors are elected and qualified.

<i>Name</i>	<i>Age</i>	<i>Position</i>
Stephanie L. Apostolou	43	General Counsel and Secretary, Koppers Holdings Inc. and Koppers Inc., and Director of Koppers Inc.
Leroy M. Ball	55	Chief Executive Officer, and Director of Koppers Holdings Inc. and Koppers Inc.
Joseph P. Dowd	63	Global Vice President, Zero Harm, Koppers Inc.
Leslie S. Hyde	63	Senior Vice President and Chief Sustainability Officer, Koppers Inc.
Stephen G. Lucas	58	Vice President, Culture and Engagement, Koppers Inc.
Bradley A. Pearce	57	Chief Accounting Officer, Koppers Holdings Inc. and Koppers Inc.
Daniel J. Skrovanek	62	Vice President, Growth and Innovation, Koppers Inc.
Jimmi Sue Smith	51	Chief Financial Officer, Koppers Holdings Inc. and Koppers Inc., and Director of Koppers Inc.
James A. Sullivan	60	President and Chief Operating Officer, Koppers Holdings Inc. and Koppers Inc.
Kevin Washington	55	Vice President, External Affairs, Koppers Inc.

*Ms. Apostolou* has served as General Counsel and Secretary of Koppers Holdings Inc. and Koppers Inc. since March 2020. From January 2019 to February 2020, Ms. Apostolou served as Deputy General Counsel and Assistant Secretary of Koppers Holdings Inc. and Koppers Inc.

*Mr. Ball* has served as Chief Executive Officer of Koppers Holdings Inc. and Koppers Inc. since January 2024. Mr. Ball served as President and Chief Executive Officer of Koppers Holdings Inc. and Koppers Inc. from January 2015 to December 2023. Mr. Ball has served as a Director of Koppers Holdings Inc. since February 2015 and as a Director of Koppers Inc. since May 2013.

*Mr. Dowd* has served as Global Vice President, Zero Harm, Koppers Inc. since January 2020. From January 2016 to December 2019, Mr. Dowd served as Global Vice President, Safety, Health, Environmental, and Process Excellence, Koppers Inc.

*Ms. Hyde* has served as Senior Vice President and Chief Sustainability Officer, Koppers Inc. since January 2020. From November 2017 to December 2019, Ms. Hyde served as Vice President, Corporate Strategy and Risk Management, Koppers Inc.

*Mr. Lucas* has served as Vice President, Culture and Engagement, Koppers Inc. since April 2022. Prior to joining Koppers, from July 2014 to April 2022, Mr. Lucas served as Vice President, Human Resources of AMETEK, Inc., a publicly traded manufacturer of electronic instruments and electromechanical devices.

*Mr. Pearce* has served as Chief Accounting Officer, Koppers Holdings Inc. and Koppers Inc. since May 2019. From April 2008 to April 2019, Mr. Pearce served as Director, Corporate Control and Taxes, Koppers Inc.

*Mr. Skrovanek* has served as Vice President, Growth and Innovation, Koppers Inc. since March 2022. From January 2020 to March 2022, Mr. Skrovanek served as Vice President, Purchasing and Strategic Marketing, Koppers Inc. From April 2018 to December 2019, Mr. Skrovanek served as Vice President, Railroad Maintenance of Way.

*Ms. Smith* has served as Chief Financial Officer of Koppers Holdings Inc. and Koppers Inc. since February 2022. From January 2022 to February 2022, Ms. Smith served as Chief Financial Officer and Treasurer of Koppers Holdings Inc. and Koppers Inc. From February 2020 to December 2021, Ms. Smith served as Vice President, Finance and Treasurer of Koppers Holdings Inc. and Koppers Inc. Ms. Smith has served as a Director of Koppers Inc. since January 2022. Prior to joining Koppers, from November 2018 to August 2019, Ms. Smith served as Senior Vice President and Chief Financial Officer of EQT Corporation (EQT), a publicly traded natural gas production company.

*Mr. Sullivan* has served as President and Chief Operating Officer of Koppers Holdings Inc. and Koppers Inc. since January 2024. Mr. Sullivan served as Executive Vice President and Chief Operating Officer of Koppers Holdings Inc. and Koppers Inc. from January 2020 to December 2023. From May 2018 to December 2019, Mr. Sullivan served as Senior Vice President, Railroad Products and Services and Global Carbon Materials and Chemicals, Koppers Inc.

*Mr. Washington* has served as Vice President, External Affairs, Koppers Inc. since June 2022. Prior to joining Koppers, from October 2012 to June 2022, Mr. Washington served as Head of Government Affairs of Illinois Tool Works Inc., a publicly traded manufacturer of industrial products and equipment.

**PART II****ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our shares of common stock are listed and traded on the NYSE under the symbol KOP.

The number of registered holders of Koppers common stock at January 31, 2024 was 58.

**Dividend Policy**

Our dividend policy provides for quarterly dividends, payable at the discretion of our board of directors. Dividends will be considered if cash generated by our business is in excess of our expected cash needs. Our expected cash needs include operating expenses and working capital requirements, interest and principal payments on our indebtedness, capital expenditures, incremental costs associated with being a public company, acquisitions, taxes and certain other costs. On an annual basis we expect to pay dividends, if declared, with cash flow from operations, but, due to seasonal or other temporary fluctuations in cash flow, we may from time to time use temporary short-term borrowings to pay quarterly dividends.

We are not required to pay dividends, and our shareholders will not be guaranteed, or have contractual or other rights, to receive dividends. Accordingly, our board of directors may decide, in its discretion, at any time, to otherwise modify or repeal the dividend policy. On February 14, 2024, the board of directors declared a quarterly dividend of \$0.07 cents per common share, payable on March 25, 2024 to shareholders of record as of March 8, 2024. Prior to February 2022, we had not declared a dividend since November 2014. Any future determination to declare and pay dividends will be made at the discretion of our board of directors, after taking into account our financial results, capital requirements and other factors it may deem relevant.

Because we are a holding company, substantially all the assets shown on our consolidated balance sheet are held by our subsidiaries. Accordingly, our earnings and cash flow and our ability to pay dividends are dependent upon the earnings and cash flows of our subsidiaries and the distribution or other payment of such earnings to us in the form of dividends. Our ability to pay dividends is restricted by limitations on the ability of our only direct subsidiary, Koppers Inc., to pay dividends, as a result of limitations imposed by the Credit Facility and by Pennsylvania law. See Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Restrictions on Dividends to Koppers Holdings.

**Issuer Purchases of Equity Securities**

The following table sets forth information regarding Koppers Holdings' repurchases of shares of its common stock during the three months ended December 31, 2023:

<i>Period</i>	<i>Total Number of Common Shares Purchased <sup>(1)</sup></i>	<i>Average Price Paid per Common Share</i>	<i>Total Number of Common Shares Purchased as Part of Publicly Announced Plans or Programs</i>	<i>Approximate Dollar Value of Common Shares that May Yet be Purchased Under the Plans or Programs (Dollars in Millions)</i>
October 1 – October 31	0	\$ 0.00	0	\$ 64.4
November 1 – November 30	180,389	\$ 42.02	180,389	\$ 56.8
December 1 – December 31	236,100	\$ 48.57	236,100	\$ 54.1
<b>Total</b>	<b>416,489</b>		<b>416,489</b>	

(1) On August 6, 2021, we announced that the board of directors approved a \$100 million share repurchase program. The repurchase program has no expiration date.

**ITEM 6. RESERVED**

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

See description of the segments in Item 1 – Business.

### Non-GAAP Financial Measures

We utilize certain financial measures that are not in accordance with U.S. generally accepted accounting principles (U.S. GAAP) to analyze and manage the performance of our business. We believe that adjusted EBITDA provides information useful to investors in understanding the underlying operational performance of the company, our business and performance trends, and facilitates comparisons between periods. The exclusion of certain items permits evaluation and a comparison between periods of results for business operations, and it is on this basis that our management internally assesses our performance. Adjusted EBITDA is the primary measure of profitability we use to evaluate our businesses. In addition, adjusted EBITDA is the primary measure used to determine the level of achievement of management's short-term incentive goals and related payout, as well as one of the measures used to determine performance and related payouts for certain performance share units granted to management.

Although we believe that these non-GAAP financial measures enhance investors' understanding of our business and performance, these non-GAAP financial measures should not be considered an alternative to GAAP financial measures and should be read in conjunction with the relevant GAAP financial measures. Other companies in a similar industry may define or calculate these measures differently than we do, limiting their usefulness as comparative measures. Because of these limitations, these non-GAAP financial measures should not be considered in isolation or as substitutes for performance measures calculated in accordance with GAAP.

Adjusted EBITDA is a non-GAAP financial measure defined as income from continuing operations before interest, income taxes, depreciation, amortization and other adjustments. These other adjustments are items that we believe are not representative of underlying business performance. Adjusted items typically include certain expenses associated with impairment, restructuring and plant closure costs, significant gains and losses on asset disposals or business combinations, LIFO, mark-to-market commodity hedging and other unusual items. The LIFO expense adjustment removes the entire impact of LIFO and effectively reflects the results as if we were on a FIFO inventory basis. An Adjusted EBITDA Reconciliation is presented in the *Segment Results* section and reconciles net income to adjusted EBITDA on a consolidated basis.

We do not provide reconciliations of guidance for adjusted EBITDA and adjusted EPS to comparable GAAP measures, in reliance on the unreasonable efforts exception. We are unable, without unreasonable efforts, to forecast certain items required to develop meaningful comparable GAAP financial measures. These items include, but are not limited to, restructuring and impairment charges, acquisition-related costs, mark-to-market commodity hedging, and LIFO adjustments that are difficult to forecast for a GAAP estimate and may be significant.

### Outlook

We remain committed to expanding and optimizing our business and making continued progress towards our long-term financial goals. After considering global economic conditions, as well as ongoing uncertainty associated with geopolitical and supply chain challenges, the following summarizes our 2024 financial goals:

- sales of approximately \$2.25 billion,
- adjusted EBITDA of approximately \$275 million, and
- capital expenditures of approximately \$100 million, including capitalized interest, with approximately \$29 million of the total allocated to discretionary projects.

Our keys to success for 2024 are the following:

- For our RUPS segment, we need to (i) recoup cost increases, including the value of our creosote preservative in the market, (ii) ensure our facilities run uninterrupted to serve customer demand and (iii) maximize opportunities for increased volumes, including expanding our customer base into the Texas utility pole market.
- For our PC segment, we need to (i) increase market share for certain newer product lines and (ii) improve gross margin by reducing costs.
- For our CMC segment, we need to (i) optimize production from our yield enhancement project at our facility in Nyborg, Denmark, (ii) push acceptance of petroleum-blended products, which mitigates reductions in coal tar volumes and (iii) execute on domestic plant optimization projects.

Significant market indicators for our businesses include:

- The Railway Tie Association's estimate of total crosstie installations in 2024, which is approximately 18.5 million ties, with 14.7 million for Class I railroads. This is consistent with 2023 crosstie installations of approximately 18.4 million crossties with the small increase expected to be from the commercial market.
- According to BMO Capital Markets, market demand for utility poles is expected to remain high throughout 2024 as a result of aging pole infrastructure, efforts to strengthen poles against larger and more frequent storms, a need to add larger poles to support continued electrification and expansion of broadband access.
- The Leading Indicator of Remodeling Activity (LIRA) reported by the Joint Center for Housing Studies of Harvard University, predicts a moderate 6.5 percent decrease in annual homeowner renovation and maintenance expenditures through the fourth quarter of 2024 with annual spending on home improvements and repairs expected to drop from \$481 billion to \$450 billion over the next four quarters.
- For the external markets served by our CMC business, we anticipate a slowdown in the near-term in manufacturing overall as well as in the steel, aluminum and carbon black industries. The December 2023 S&P Global Mobility forecast saw global light-vehicle sales increasing by 2.8 percent from the prior year and reaching 88.3 million units globally in 2024.

Our businesses and results of operations are affected by various competitive and other factors including (i) the impact of global economic conditions on demand for our products, including the impact of imported products from competitors in certain regions where we operate; (ii) raw material pricing and availability, in particular the cost and availability of hardwood lumber for railroad crossties, softwood lumber for utility poles, scrap copper prices, and the cost and amount of coal tar available in global markets, which is negatively affected by reductions in blast furnace steel production; (iii) volatility in oil prices, which impacts the cost of coal tar and certain other raw materials, as well as selling prices and margins for certain of our products including carbon black feedstock, phthalic anhydride, and naphthalene; (iv) competitive conditions in global carbon pitch markets; and (v) changes in foreign exchange rates. Any or all of these factors could impact our actual results for 2024.

Results of Operations – Comparison of Years Ended December 31, 2023 and December 31, 2022

#### Consolidated Results

**Net sales** for the years ended December 31, 2023 and 2022 are summarized by segment in the following table:

	Year Ended December 31,		Change	% Change
	2023	2022		
<i>(Dollars in millions)</i>				
Railroad and Utility Products and Services	\$ 897.9	\$ 788.3	\$ 109.6	14 %
Performance Chemicals	671.6	579.9	91.7	16 %
Carbon Materials and Chemicals	584.7	612.3	(27.6)	-5 %
	\$ 2,154.2	\$ 1,980.5	\$ 173.7	9 %

**RUPS net sales** increased largely due to \$83.5 million of pricing increases across multiple markets, particularly for crossties and utility poles. Volume increases for Class I crossties and higher activity in our crosstie recovery business also contributed to the increase. These increases were partly offset by lower activity in our other maintenance of way businesses and a 2.5 percent volume decrease in our utility pole businesses. Foreign currency changes compared to the prior year period had an unfavorable impact on sales in the current year period of \$2.0 million, mainly from our Australian utility pole business.

**PC net sales** increased as a result of global price increases of \$75.5 million, or 13 percent in the current year period, particularly in the Americas for our copper-based preservatives. Volumes increased by 3.6 percent globally, including a 7.7 percent increase in the Americas, partly offset by volume decreases in Australasia and Europe. Foreign currency changes compared to the prior year period had an unfavorable impact on sales in the current year period of \$4.3 million.

**CMC net sales** decreased due mainly to \$27.3 million of volume decreases, primarily phthalic anhydride and carbon pitch, partly offset by volume increases for refined tar. Pricing had a minimal impact on sales for the year as higher prices for carbon pitch in the first half of the year were offset by lower prices for chemical products. Foreign currency changes compared to the prior year period from our international markets had a favorable impact on sales in the current year period of \$0.7 million.

**Cost of sales** as a percentage of net sales was 80 percent, compared to 83 percent in the prior year period as global price increases helped offset increased raw material and operating costs incurred in 2022 and 2023 on a consolidated basis and across most of our businesses. Significant items impacting cost of sales in individual operating segments are discussed as part of "Segment adjusted EBITDA and adjusted EBITDA margin" herein.

**Gain on sale of assets** for 2023 was related to the demolition of our closed coal tar distillation facility located in China, while the prior year gain was related to the sale of our utility pole treating facility in Sweetwater, Tennessee.

**Selling, general and administrative expenses** were \$20.8 million higher when compared to the prior year period due mainly to an increase in compensation related costs along with an increase in bank fees and travel expenses. These increases were partly offset by a reduction in professional services and insurance costs.

**Interest expense** was \$26.2 million higher when compared to the prior year period, due primarily to higher interest rates and an increase in the write-off of debt issuance costs of \$1.6 million related to the repayment of the 2025 Notes as described in Note 15 – Debt.

**Income tax expense** increased by \$3.2 million when compared to the prior year period due to higher income from continuing operations before income taxes. This increase was partially offset by a lower effective income tax rate when compared to the prior year period. The lower effective income tax rate is due mainly to the geographical mix of earnings as shown in the effective income tax reconciliation in Note 10 – Income Taxes.

### Segment Results

**Segment adjusted EBITDA and adjusted EBITDA margin** for the years ended December 31, 2023 and 2022 are summarized in the following table:

(Dollars in millions)	Year Ended December 31,		Change	% Change
	2023	2022		
<b>Adjusted EBITDA:</b>				
Railroad and Utility Products and Services	\$ 84.0	\$ 53.6	\$ 30.4	57 %
Performance Chemicals	123.1	75.5	47.6	63 %
Carbon Materials and Chemicals	49.3	99.0	(49.7)	-50 %
<b>Total Adjusted EBITDA</b>	<b>\$ 256.4</b>	<b>\$ 228.1</b>	<b>\$ 28.3</b>	<b>12 %</b>
<b>Adjusted EBITDA margin as a percentage of GAAP sales:</b>				
Railroad and Utility Products and Services	9.4 %	6.8 %	2.6 %	38 %
Performance Chemicals	18.3 %	13.0 %	5.3 %	41 %
Carbon Materials and Chemicals	8.4 %	16.2 %	-7.8 %	-48 %

**RUPS adjusted EBITDA** increased due primarily to net sales price increases and \$19.9 million from improved plant utilization, which combined to more than offset higher raw material, operating and selling, general and administrative expenses of \$69.4 million. The domestic utility pole business's increased sales, operating profit and adjusted EBITDA drove the improved results.

**PC adjusted EBITDA** increased as revised customer pricing enabled us to partly recapture the higher raw material and operating costs that significantly impacted results in 2022, along with a 7.7 percent volume increase in the Americas for wood treatment preservatives. The price increases were partly offset by \$46.0 million of higher raw material and selling, general and administrative costs.

**CMC adjusted EBITDA** decreased due to an increase of \$43.6 million in raw material and selling, general and administrative costs, a \$2.8 million bad debt reserve and volume decreases, partly offset by lower operating costs in North America compared to the prior year period as well as \$2.3 million of insurance proceeds recognized in the current year period. Foreign currency changes from our international markets had an unfavorable impact on profitability in the current year period of \$1.2 million. CMC's near-term profitability may be negatively affected by customers associated with bad debt reserve activity, but this is not expected to have a material effect on the Company's overall profitability in 2024.

See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2022, which is incorporated herein by reference, for discussion and analysis of consolidated results of operations and cash flows for the year ended December 31, 2021.

**Adjusted EBITDA Reconciliation.** The following table reconciles net income, the most directly comparable financial measure determined and reported in accordance with U.S. GAAP, to adjusted EBITDA on a consolidated basis:

(Dollars in millions)	Year Ended December 31,	
	2023	2022
Net income	\$ 89.8	\$ 63.2
Interest expense	71.0	44.8
Depreciation and amortization	57.0	56.1
Income taxes	34.8	31.6
Discontinued operations	0.0	0.6
Sub-total	252.6	196.3
Adjustments to arrive at adjusted EBITDA:		
LIFO expense <sup>(1)</sup>	6.0	25.6
Impairment, restructuring and plant closure costs	0.1	1.1
(Gain) on sale of assets	(1.8)	(2.5)
Mark-to-market commodity hedging (gains) losses	(0.5)	6.5
Inventory adjustment	0.0	1.1
Total adjustments	3.8	31.8
Adjusted EBITDA	\$ 256.4	\$ 228.1

(1) The LIFO expense adjustment removes the entire impact of LIFO and effectively reflects the results as if we were on a FIFO inventory basis.

## Cash Flow

**Net cash provided by operating activities** for the year ended December 31, 2023 was \$146.1 million compared to \$102.3 million in the prior year. The increase was primarily the result of higher net sales and improved collection of accounts receivable, partly offset by higher costs and an increase in inventory consistent with restocking crosstie inventory in our RUPS segment.

**Net cash used in investing activities** for the year ended December 31, 2023 was \$116.0 million compared to \$114.8 million in the prior year driven primarily by capital expenditures. Capital expenditures for both periods include increased investment in growth projects, such as the expansion of our RUPS facility in North Little Rock, Arkansas and a yield enhancement project at our CMC facility in Nyborg, Denmark.

**Net cash provided by financing activities** for the year ended December 31, 2023 was \$2.6 million compared to \$4.8 million in the prior year. The sources of financing cash flows were net borrowings of \$23.1 million and \$9.9 million from issuances of common stock, primarily due to the exercise of stock options. This was offset by repurchases of common stock, payments of debt issuance costs and dividends paid. In the prior year, the primary source of financing cash flows was net borrowings of \$36.3 million and the primary uses of financing cash flows were repurchases of common stock, payments of debt issuance costs and dividends paid.

## Liquidity and Capital Resources

Our Credit Facility is described in Note 15 – Debt.

### Restrictions on Dividends to Koppers Holdings

Koppers Holdings depends on the dividends from the earnings of Koppers Inc. and its subsidiaries to generate the funds necessary to meet its financial obligations, including the payment of any declared dividend of Koppers Holdings. The Credit Facility permits Koppers Inc. to make dividend payments to Koppers Holdings if certain conditions are met, including, among other permitted dividend payments, the ability to fund the payment of regularly scheduled dividends on and repurchases of Koppers Holdings common stock, in an aggregate amount per fiscal year not to exceed the greater of \$50.0 million, with unused amounts in any fiscal year being carried over to the succeeding fiscal year, and 6.0 percent of market capitalization.

### Liquidity

As of December 31, 2023, the maximum amount available under the Credit Facility considering restrictions from debt covenants was approximately \$386 million. The maximum amount available under the Credit Facility is increased by the amount of cash held by certain subsidiaries under the terms of the Credit Facility.

Our need for cash in the next twelve months relates primarily to contractual obligations which includes debt service, pension plan funding, purchase commitments and operating leases, as well as working capital, capital spending, dividends and share repurchases. We may also use cash to pursue other potential strategic acquisitions or voluntary pension plan contributions, including pension plan settlements. Capital expenditures in 2024, excluding acquisitions, if any, are expected to total approximately \$100 million and are expected to be funded by cash from operations. We anticipate that our liquidity will continue to be adequate to fund our cash requirements for at least the next twelve months.

We manage our working capital to increase our flexibility to pay down debt. The amount of our outstanding debt and our overall cash flows will fluctuate throughout any operating period based upon, among other things, the timing of receipts from customers and payments to vendors. As of December 31, 2023, approximately 85 percent of accounts payable was current and 15 percent was 1-30 days past due. As of December 31, 2022, approximately 80 percent of accounts payable was current and 20 percent was 1-30 days past due.

#### *Purchase Commitments and Contractual Obligations*

Purchase commitments consist primarily of raw materials purchase contracts. These are typically not fixed price arrangements; the prices are based on prevailing market prices. As a result, we generally expect to be able to hedge the purchases with sales at those future prices.

	<i>Payments Due by Period</i>				
	<i>2024</i>	<i>2025-2026</i>	<i>2027-2028</i>	<i>Thereafter</i>	<i>Total</i>
<i>(Dollars in millions)</i>					
Purchase commitments	\$ 257.3	\$ 308.4	\$ 118.9	\$ 0.3	\$ 684.9

Contractual obligations are primarily related to our debt agreements and operating leases. See Note 15 – Debt for discussion of the contractual obligations under our debt agreements, including interest payments and the timing of principal repayments. See Note 16 – Leases for discussion of our operating lease obligations.

Pension and other employee benefit plan funding contributions (for defined benefit plans) are expected to total approximately \$7.6 million in 2024, for normal plan operations. Estimated funding obligations are determined by asset performance, workforce and retiree demographics, tax and employment laws and other actuarial assumptions, which may change the annual funding obligations in addition to decisions to fund in excess of statutorily required amounts. In addition, we are evaluating the termination of our US qualified pension plan, which would be targeted for completion by late 2024. If we proceed with the termination, the additional funding requirement is estimated to be approximately \$25 million. The funded status of our defined benefit plans is disclosed in Note 14 – Pensions and Post-Retirement Benefit Plans.

Federal tax payments related to the transition tax in accordance with the Tax Cuts and Jobs Act of 2017 (the Tax Act) are expected to be \$1.5 million in the next two years. As of December 31, 2023, there was \$1.5 million of tax liabilities related to unrecognized tax benefits. Because of the high degree of uncertainty regarding the timing of future cash outflows associated with these liabilities, we are unable to estimate the years in which settlement will occur with the respective taxing authorities. Additional information regarding taxes is disclosed in Note 10 – Income Taxes.

#### *Bank Debt Covenants at December 31, 2023*

The bank debt covenants that affect availability of the Credit Facility and which may restrict the ability of Koppers Inc. to pay dividends include the following financial ratios:

- The total net leverage ratio is calculated as of the last day of each fiscal quarter in accordance with the Credit Facility definitions of consolidated total net debt divided by consolidated EBITDA and is not permitted to exceed 5.0. The total net leverage ratio as of December 31, 2023 was 2.9. Effective during the first quarter of 2024, the total net leverage ratio is not permitted to exceed 4.75.
- The cash interest coverage ratio, calculated as of the last day of each fiscal quarter, is not permitted to be less than 2.0. The cash interest coverage ratio as of December 31, 2023 was 3.9.

We are currently in compliance with all covenants governing the Credit Facility. Our continued ability to meet these financial covenants can be affected by events beyond our control.

#### *Other Matters*

##### *Foreign Operations and Foreign Currency Transactions*

We are subject to foreign currency translation fluctuations due to our foreign operations. See the Consolidated Statement of Comprehensive Income for the impact that exchange rate fluctuations had on comprehensive income. Foreign currency transaction gains and losses result from transactions denominated in a currency that is different from the currency used by the entity to prepare its financial statements. Foreign currency transaction gains (losses) were \$1.0 million, \$(0.8) million and \$(0.7) million for the years ended December 31, 2023, 2022 and 2021, respectively.

## Recently Issued Accounting Guidance

Information regarding recently issued accounting guidance is contained in Note 2 – Summary of Significant Accounting Policies.

## Critical Accounting Policies

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to use judgment in making estimates and assumptions that affect the reported amounts of revenues and expenses, assets and liabilities, and the disclosure of contingent liabilities. The following accounting policies are based on, among other things, judgments and assumptions made by management that include inherent risks and uncertainties. Our management's estimates are based on the relevant information available at the end of each period. With the exception of the revenue recognition policy, each of the following policies contain critical accounting estimates.

**Revenue Recognition.** Revenue is recognized upon the completion of performance obligations under our contracts with customers and when control of a good or service is transferred to the customer. See Note 2 – Summary of Significant Accounting Policies for our revenue recognition policy.

**Goodwill and Intangible Assets.** Goodwill is assessed for impairment annually, using a quantitative goodwill impairment test, or more frequently if a change in circumstances or the occurrence of events indicates the carrying value may not be recoverable. We annually evaluate the remaining useful life of the intangible asset being amortized to determine whether events or circumstances warrant a revision to the remaining period of amortization. See Note 13 – Goodwill and Intangible Assets for our goodwill and intangible assets accounting policy.

We utilize the work of third-party specialists to assist in the fair value estimates. The key assumptions for the market and income approaches we use to determine fair value of our reporting units are updated at least annually. Those key assumptions include discount rates (13.5 percent – 17.5 percent), market multiples (4.5 – 7.5 times adjusted EBITDA) and terminal growth rates (5.4 – 6.5 times adjusted EBITDA) as well as future forecasts of revenue growth and adjusted EBITDA, which are based on our strategic plan. The strategic plan is updated as part of the annual planning process and is reviewed and approved by management and the Board of Directors. The strategic plan may be revised as necessary during the fiscal year based on changes in operating or economic conditions. The actual fair value may vary from our estimate under the market approach for many reasons, including because the peer group valuation differs from how investors value our business, valuation multiples change as a result of market conditions, changes in our business assumptions and other factors. Discount rates may be impacted by adverse changes in macroeconomic environment, volatility in the equity and debt markets or other factors. Our key assumptions are materially consistent with prior year.

During the fourth quarter of 2023, we performed an impairment test for goodwill for each of our reporting units using the quantitative approach. We determined the fair value of each of the reporting units exceeded its respective carrying amount; therefore, we determined that goodwill was not impaired at any of our reporting units as of December 31, 2023. The estimated fair value, as calculated at October 31, 2023, for the three reporting units ranged from approximately eight percent to 110 percent greater than their carrying value (six percent to 84 percent at the previous impairment assessment date). Our Railroad Products and Services reporting unit is at the low-end of that range and could experience impairment in the future if we do not achieve our profitability projections, there is a change in key assumptions underlying the valuation or if we experience a substantial decrease in our stock price.

While we can implement certain strategies to address changes in economic and operating conditions, adverse changes in the future could reduce the future revenue and cash flows used to estimate reporting unit fair values, which could trigger a future impairment charge. Additionally, disruptions to our business such as prolonged recessionary periods or unexpected significant declines in operating results of the relevant reporting units could result in charges for goodwill and other asset impairments in future periods. An estimate of the sensitivity to changes in our assumptions is not practicable given the numerous assumptions that can materially affect our estimates.

**Deferred Tax Assets.** See Note 10 – Income Taxes for information on deferred tax activity. Our deferred tax assets and liabilities are predominantly related to our domestic entities. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. In evaluating the need for a valuation allowance, management considers various factors, including the expected level of future taxable income, available tax planning strategies and reversals of existing taxable temporary differences, all of which are subject to change based on business conditions and changes in tax law and regulations.

The realization of a majority of our deferred tax assets is not subject to any expiration and is dependent upon the reversal of the underlying temporary differences. To the extent future taxable income projections are not achieved, we could be required to record a valuation allowance against certain deferred tax assets, which would result in additional income tax expense.

**Asset Retirement Obligations.** We measure asset retirement obligations using certain assumptions including estimates regarding the recovery of residues in storage tanks, which can vary from actual residues recovered on retirement. In the event that the amount of residue, the effort required to remove the residue or regulatory requirements vary from our estimates, we could incur additional significant charges to income and increases in cash expenditures related to the disposal of those residues. Certain conditional asset retirement obligations related to facilities have not been recorded in the consolidated financial statements due to uncertainties surrounding the ultimate settlement date and estimate of fair value related to a legal obligation to perform an asset retirement activity. At the date a reasonable estimate of the ultimate settlement amount and timing can be made, we will record an asset retirement obligation, and such amounts may be material to the consolidated financial statements in the period in which they are recorded. See Note 2 – Summary of Significant Accounting Policies for information on expense recognized during the past two years. An estimate of the sensitivity to changes in our assumptions is not practicable given the numerous assumptions that can materially affect our estimates.

**Pension and Post-retirement Benefits.** Accounting for pension and other post-retirement benefit obligations involves numerous assumptions, the most significant of which relate to the following:

- the discount rate for measuring the present value of future plan obligations; and
- the expected long-term return on plan assets.

We develop our demographics and utilize the work of third-party actuaries to assist in the measurement of these obligations. We have selected different discount rates for our pension plans and our other post-retirement benefit plans due to the different projected benefit payment patterns. In determining the assumed discount rates at December 31, 2023, we used our third-party actuary's discount rate model. This model calculates an equivalent single discount rate for the projected benefit plan cash flows using a hypothetical bond portfolio to match expected cash flows under our benefit plans. The bonds used are rated AA or higher by a recognized rating agency, and only non-callable bonds are included with the exception of those with a make-whole call feature. The actuary limited the selection to those bonds with a minimum of 100,000 outstanding issues. Outlier bonds whose yields exceeded two standard deviations from the yield curve derived from similar quality bonds were excluded.

Of the assumptions used to measure the year-end obligations and estimated annual net periodic benefit cost, the discount rate has the most significant effect on the periodic benefit cost reported for the plans. Decreasing the discount rates by 0.25 percent for our pension plans and 0.25 percent for our other post-retirement benefit plans would increase pension obligations and other post-retirement benefit plan obligations by \$3.9 million. Increasing the discount rates by the same amount would not have a material effect on defined benefit pension expense and other post-retirement benefit plan expense.

The asset rate of return assumption considers the asset mix of the plans (currently targeted at 100 percent fixed income securities and cash equivalents for the funded U.S. pension plan), past performance and other factors, including expected re-allocations of asset mix occurring within a reasonable period of time. Our asset rate of return assumption is 5.62 percent for 2023 defined benefit pension expense. Decreasing the asset rate of return assumption by 0.25 percent would increase our defined benefit pension expense by \$0.3 million.

See Note 14 – Pensions and Post-Retirement Benefit Plans for detailed information about the assumptions used to calculate the components of our annual defined benefit pension and other post-retirement plan expense, as well as the obligations and accumulated other comprehensive loss reported on the year-end balance sheets.

**Environmental Liabilities.** As discussed under Environmental Matters in Item 1 – Business, we are subject to federal, state, local, and foreign laws and regulations, and potential liabilities relating to the protection of the environment and human health and safety. We expect to incur substantial costs for ongoing compliance with such laws and regulations. We may also incur costs as a result of governmental or third-party claims, or other requirements, relating to cleanup of, or for injuries resulting from, contamination at sites associated with past and present operations. We accrue for environmental liabilities when a determination can be made that they are probable and reasonably estimable. The amount accrued is determined through the evaluation of various information, which could include claims, settlement offers, demands by government agencies, estimates performed by independent third parties, identification of other responsible parties and an assessment of their ability to contribute, and our prior experience. Inherent uncertainties exist in such estimates primarily due to unknown conditions and other circumstances, changing governmental regulations and legal standards regarding liability, and evolving technologies. See Note 17 – Commitments and Contingent Liabilities for information about environmental liabilities.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Like other global companies, we are exposed to market risks relating to fluctuations in commodity prices, interest rates and foreign currency exchange rates. The objective of our financial risk management is to minimize the volatility of commodity price, interest rate and foreign exchange rate fluctuations on our earnings, cash flows and equity.

To manage commodity price risk, we enter into swap contracts for future forecasted purchases of copper. This reduces the impact of commodity price volatility on gross profit. To manage interest rate risks, we use a combination of fixed and variable rate debt and interest rate swaps. This reduces the impact of short-term fluctuations in interest rates. To manage foreign currency exchange rate risks, we use forward exchange contracts to hedge firm commitments up to twelve months, and all such contracts are marked to market with the recognition of a gain or loss at each reporting period.

The following analyses present the sensitivity of the market value, earnings and cash flows of our financial instruments and foreign operations to hypothetical changes in interest and exchange rates and market prices for copper as if these changes occurred at December 31, 2023. The range of changes chosen for these analyses reflects our view of changes which are reasonably possible over a one-year period. Market values are the present values of projected future cash flows based on copper price, interest rate and exchange rate assumptions. These forward-looking statements are selective in nature and only address the potential impacts from financial instruments and foreign operations. They do not include other potential effects that could impact our business as a result of these changes.

**Commodity Price Sensitivity Analysis.** Our exposure to market risk for changes in copper prices relates primarily to the purchase price of the raw material and the fixed price sales agreements we have with customers of our PC segment. We utilize swap contracts to manage this price risk. See Note 5 – Derivative Financial Instruments for quantities and the financial statement impact of these contracts as of December 31, 2023. Holding other variables constant, if there were a 10 percent reduction in the December 31, 2023 market price of copper, the fair value of these contracts would be a loss of \$11.7 million. This hypothetical loss would be allocated \$9.5 million to other comprehensive income and \$2.2 million recognized in income, before tax.

**Interest Rate and Debt Sensitivity Analysis.** Our exposure to market risk for changes in interest rates relates primarily to our interest payments on our variable rate debt obligations. See Note 15 – Debt for discussion of the changes in debt and our interest rate swap agreements. For variable rate debt, interest rate changes impact earnings and cash flows, assuming other factors are held constant. A one percentage point increase in interest rates would have decreased earnings and cash flows by approximately \$4.6 million over a twelve-month period, holding other variables constant inclusive of interest rate swap effects.

**Exchange Rate Sensitivity Analysis.** Our exchange rate exposures result primarily from our investment and ongoing operations in Australia, Brazil, Canada, Chile, Denmark, the Netherlands, New Zealand and the United Kingdom. Holding other variables constant, if there were a ten percent reduction in all relevant exchange rates, the effect on our earnings, based on actual earnings from foreign operations for the year ended December 31, 2023, would be a reduction of approximately \$5.4 million.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Koppers Holdings Inc.

## INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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**MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

The management of Koppers Holdings Inc. is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Management has assessed the effectiveness of Koppers Holdings Inc.'s internal control over financial reporting as of December 31, 2023. In making this assessment, management has utilized the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control – Integrated Framework* (2013 Framework). Management concluded that based on its assessment, Koppers Holdings Inc.'s internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of Koppers Holdings Inc.'s internal control over financial reporting as of December 31, 2023, has been audited by KPMG LLP, the independent registered public accounting firm that also audited the consolidated financial statements included in this annual report, as stated in their attestation report which appears on page 39.

February 28, 2024

/s/ LEROY M. BALL  
Leroy M. Ball  
Chief Executive Officer

/s/ JIMMI SUE SMITH  
Jimmi Sue Smith  
Chief Financial Officer

## Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors  
Koppers Holdings Inc.:

### *Opinion on Internal Control Over Financial Reporting*

We have audited Koppers Holdings Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and December 31, 2022, the related consolidated statements of operations, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement schedule II (collectively, the consolidated financial statements), and our report dated February 28, 2024 expressed an unqualified opinion on those consolidated financial statements.

### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Pittsburgh, Pennsylvania  
February 28, 2024

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and Board of Directors  
Koppers Holdings Inc.:

***Opinion on the Consolidated Financial Statements***

We have audited the accompanying consolidated balance sheets of Koppers Holdings Inc. and subsidiaries (the Company) as of December 31, 2023 and December 31, 2022, the related consolidated statements of operations, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement schedule II (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 28, 2024 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

***Critical Audit Matter***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Assessment of the carrying value of Goodwill in the Railroad Products and Services Reporting Unit*

As described in Note 13 to the consolidated financial statements, the Company's goodwill balance as of December 31, 2023 was \$294.4 million, of which \$41.0 million was related to the Railroad Products and Services reporting unit. The Company performs goodwill impairment testing at the reporting unit level annually or more frequently if a change in circumstances or the occurrence of events indicates that a potential impairment exists. The Company uses a combination of an income approach, using a discounted cash flow methodology, and a market approach in its annual goodwill impairment assessment.

We identified the assessment of the carrying value of goodwill for the Railroad Products and Services reporting unit as a critical audit matter. Significant auditor judgment was required to evaluate the Company's estimate of fair value of the Railroad Products and Services reporting unit, which was developed, in part, using a discounted cash flow model. Specifically, the key assumptions used in the reporting unit's discounted cash flow model are forecasted revenue growth rates and forecasted EBITDA margins within the forecasted cash flows, and the discount rate, as changes to those assumptions could have a significant effect on the Company's assessment of the impairment of the goodwill.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's goodwill impairment assessment process. This included controls over the development of the forecasted revenue growth rates, forecasted EBITDA margins, and discount rate assumptions. We evaluated the Company's forecasted revenue growth rates and forecasted EBITDA margins by comparing them to external market and industry data. We compared the Company's historical forecasted revenue growth rates and forecasted EBITDA margins to actual results to assess the Company's ability to accurately forecast. We also involved valuation professionals with specialized skills and knowledge, who assisted in evaluating the Company's discount rate, by comparing it against a discount rate that was independently developed using publicly available third-party market data for comparable entities.

/s/ KPMG LLP

We have served as the Company's auditor since 2016.

Pittsburgh, Pennsylvania  
February 28, 2024

**KOPPERS HOLDINGS INC.  
CONSOLIDATED STATEMENT OF OPERATIONS**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions, except per share amounts)</i>			
Net sales	\$ 2,154.2	\$ 1,980.5	\$ 1,678.6
Cost of sales	1,729.7	1,635.9	1,344.5
Depreciation and amortization	57.0	56.1	57.7
Selling, general and administrative expenses	174.1	153.3	148.9
Impairment and restructuring charges	0.0	0.0	2.2
(Gain) on sale of assets	(1.8)	(2.5)	(31.2)
Operating profit	195.2	137.7	156.5
Other income, net	0.4	2.5	3.6
Interest expense	71.0	44.8	40.5
Income from continuing operations before income taxes	124.6	95.4	119.6
Income tax provision	34.8	31.6	34.5
Income from continuing operations	89.8	63.8	85.1
Loss on sale of discontinued operations	0.0	(0.6)	(0.2)
Net income	89.8	63.2	84.9
Net income (loss) attributable to noncontrolling interests	0.6	(0.2)	(0.3)
Net income attributable to Koppers	\$ 89.2	\$ 63.4	\$ 85.2
Earnings (loss) per common share attributable to Koppers common shareholders:			
Basic -			
Continuing operations	\$ 4.28	\$ 3.05	\$ 4.02
Discontinued operations	0.00	(0.03)	(0.02)
Earnings per basic common share	\$ 4.28	\$ 3.02	\$ 4.00
Diluted -			
Continuing operations	\$ 4.14	\$ 3.00	\$ 3.90
Discontinued operations	0.00	(0.02)	(0.02)
Earnings per diluted common share	\$ 4.14	\$ 2.98	\$ 3.88
Weighted average shares outstanding (in thousands):			
Basic	20,835	20,977	21,238
Diluted	21,539	21,313	21,925

**KOPPERS HOLDINGS INC.  
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
Net income	\$ 89.8	\$ 63.2	\$ 84.9
Changes in other comprehensive income:			
Currency translation adjustment	6.9	(21.6)	(16.4)
Unrealized loss on cash flow hedges, net of tax benefit of \$0.8, \$14.0 and \$0.5	(2.7)	(38.8)	(3.8)
Unrecognized pension prior service cost, net of tax benefit of \$0.0, \$0.0 and \$0.0	0.0	0.0	0.1
Unrecognized pension net gain (loss), net of tax (expense) benefit of \$(1.1), \$(0.5) and \$1.3	4.2	2.7	(3.8)
Total comprehensive income	98.2	5.5	61.0
Comprehensive income (loss) attributable to noncontrolling interests	0.5	(0.5)	(0.2)
Comprehensive income attributable to Koppers	\$ 97.7	\$ 6.0	\$ 61.2

The accompanying notes are an integral part of these consolidated financial statements.

KOPPERS HOLDINGS INC.  
CONSOLIDATED BALANCE SHEET

	December 31,	
	2023	2022
<i>(Dollars in millions, except per share amounts)</i>		
<b>Assets</b>		
Cash and cash equivalents	\$ 66.5	\$ 33.3
Accounts receivable, net of allowance of \$6.5 and \$3.5	202.4	215.7
Inventories, net	395.7	355.7
Derivative contracts	7.1	3.1
Other current assets	27.3	29.0
<b>Total current assets</b>	<b>699.0</b>	<b>636.8</b>
Property, plant and equipment, net	631.7	557.3
Operating lease right-of-use assets	90.5	86.3
Goodwill	294.4	294.0
Intangible assets, net	102.2	116.1
Deferred tax assets	10.4	11.7
Other assets	7.3	9.2
<b>Total assets</b>	<b>\$ 1,835.5</b>	<b>\$ 1,711.4</b>
<b>Liabilities</b>		
Accounts payable	\$ 202.9	\$ 207.4
Accrued liabilities	95.1	96.1
Current operating lease liabilities	22.9	20.5
Current maturities of long-term debt	5.0	0.0
<b>Total current liabilities</b>	<b>325.9</b>	<b>324.0</b>
Long-term debt	835.4	817.7
Accrued post-retirement benefits	31.6	34.7
Deferred tax liabilities	25.9	21.5
Operating lease liabilities	67.4	66.3
Other long-term liabilities	46.3	44.2
<b>Total liabilities</b>	<b>1,332.5</b>	<b>1,308.4</b>
<b>Commitments and contingent liabilities (Note 17)</b>		
<b>Equity</b>		
Senior Convertible Preferred Stock, \$0.01 par value per share; 10,000,000 shares authorized; no shares issued	0.0	0.0
Common Stock, \$0.01 par value per share; 80,000,000 shares authorized; 25,163,238 and 24,547,000 shares issued	0.3	0.2
Additional paid-in capital	291.1	263.9
Retained earnings	444.0	360.2
Accumulated other comprehensive loss	(88.8)	(97.3)
Treasury stock, at cost, 4,302,996 and 3,783,901 shares	(147.7)	(127.6)
<b>Total Koppers shareholders' equity</b>	<b>498.9</b>	<b>399.4</b>
Noncontrolling interests	4.1	3.6
<b>Total equity</b>	<b>503.0</b>	<b>403.0</b>
<b>Total liabilities and equity</b>	<b>\$ 1,835.5</b>	<b>\$ 1,711.4</b>

The accompanying notes are an integral part of these consolidated financial statements.

KOPPERS HOLDINGS INC.  
CONSOLIDATED STATEMENT OF CASH FLOWS

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
<b>Cash provided by (used in) operating activities:</b>			
Net income	\$ 89.8	\$ 63.2	\$ 84.9
<b>Adjustments to reconcile net cash provided by (used in) operating activities:</b>			
Depreciation and amortization	57.0	56.1	57.7
Stock-based compensation	17.3	13.2	13.0
Change in derivative contracts	(0.9)	6.5	3.8
Non-cash interest expense	4.9	2.8	2.7
(Gain) on sale of assets and investment	(2.0)	(2.6)	(31.2)
Insurance proceeds	(1.7)	(0.8)	(6.1)
Deferred income taxes	5.7	2.7	16.9
Change in other liabilities	0.2	1.1	2.1
Other - net	2.2	5.3	4.0
<b>Changes in working capital:</b>			
Accounts receivable	14.9	(32.3)	(12.7)
Inventories	(37.2)	(41.8)	(24.3)
Accounts payable	(0.4)	32.7	20.9
Accrued liabilities	(2.4)	(7.3)	(21.0)
Other working capital	(1.3)	3.5	(7.7)
<b>Net cash provided by operating activities</b>	<b>146.1</b>	<b>102.3</b>	<b>103.0</b>
<b>Cash (used in) provided by investing activities:</b>			
Capital expenditures	(120.5)	(105.3)	(125.0)
Insurance proceeds	1.7	0.8	6.1
Acquisitions	0.0	(14.7)	0.0
Net cash provided by sale of discontinued operations and asset sales	2.8	4.4	29.4
<b>Net cash used in investing activities</b>	<b>(116.0)</b>	<b>(114.8)</b>	<b>(89.5)</b>
<b>Cash provided by (used in) financing activities:</b>			
Borrowings of credit facility	1,032.5	444.4	280.9
Repayments of credit facility	(896.4)	(406.1)	(265.7)
Borrowings of long-term debt	388.0	0.0	0.0
Repayments of long-term debt	(501.0)	(2.0)	(10.1)
Issuances of Common Stock	9.9	1.1	2.4
Repurchases of Common Stock	(20.1)	(23.6)	(11.5)
Payment of debt issuance costs	(5.3)	(4.8)	0.0
Dividends paid	(5.0)	(4.2)	0.0
<b>Net cash provided by (used in) financing activities</b>	<b>2.6</b>	<b>4.8</b>	<b>(4.0)</b>
Effect of exchange rate changes on cash	0.5	(4.5)	(2.5)
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>33.2</b>	<b>(12.2)</b>	<b>7.0</b>
Cash and cash equivalents at beginning of period	33.3	45.5	38.5
<b>Cash and cash equivalents at end of period</b>	<b>\$ 66.5</b>	<b>\$ 33.3</b>	<b>\$ 45.5</b>
<b>Supplemental disclosure of non-cash investing and financing activities:</b>			
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 26.6	\$ 12.1	\$ 12.6
Accrued capital expenditures	5.6	11.1	7.3
<b>Supplemental disclosure of cash flow information:</b>			
<b>Cash paid during the year for:</b>			
Interest	\$ 70.0	\$ 41.3	\$ 38.1
Income taxes	34.3	20.7	23.4

The accompanying notes are an integral part of these consolidated financial statements.

**KOPPERS HOLDINGS INC.  
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions, except per share amounts)</i>			
<b>Senior Convertible Preferred Stock</b>			
Balance at beginning and end of year	\$ 0.0	\$ 0.0	\$ 0.0
<b>Common Stock</b>			
Balance at beginning of year	0.2	0.2	0.2
Issuance of common stock	0.1	0.0	0.0
Balance at end of year	0.3	0.2	0.2
<b>Additional paid-in capital</b>			
Balance at beginning of year	263.9	249.5	234.1
Employee stock plans	17.3	13.2	13.0
Issuance of common stock	9.9	1.2	2.4
Balance at end of year	291.1	263.9	249.5
<b>Retained earnings</b>			
Balance at beginning of year	360.2	301.0	215.8
Net income attributable to Koppers	89.2	63.4	85.2
Common Stock dividends (\$0.24 and \$0.20 per share)	(5.4)	(4.2)	0.0
Balance at end of year	444.0	360.2	301.0
<b>Accumulated other comprehensive loss</b>			
Currency translation adjustment:			
Balance at beginning of year	(55.9)	(34.7)	(18.1)
Loss on sale of subsidiary	0.0	0.0	(4.4)
Change in currency translation adjustment	7.0	(21.2)	(12.2)
Balance at end of year	(48.9)	(55.9)	(34.7)
<b>Unrecognized gains (losses) on cash flow hedges:</b>			
Balance at beginning of year	1.8	40.6	44.4
Reclassification of unrealized gains on cash flow hedges to expense, net of tax expense of \$0.5, \$13.4 and \$7.2	(1.5)	(40.4)	(22.8)
Change in cash flow hedges, net of tax benefit (expense) of \$0.3, \$(0.6) and \$(6.7)	(1.2)	1.6	19.0
Balance at end of year	(0.9)	1.8	40.6
<b>Unrecognized pension prior service cost (benefit):</b>			
Balance at beginning of year	(0.5)	(0.5)	(0.6)
Revaluation of unrecognized prior service benefit, net of tax benefit of \$0.0, \$0.0 and \$0.0	0.0	0.0	0.1
Balance at end of year	(0.5)	(0.5)	(0.5)
<b>Unrecognized pension net loss:</b>			
Balance at beginning of year	(42.7)	(45.4)	(41.6)
Reclassification of unrecognized pension net loss to expense, net of tax benefit of \$0.4, \$0.4 and \$0.3	1.2	1.3	1.1
Revaluation of unrecognized pension net (loss) gain, net of tax (benefit) expense of \$0.7, \$0.1 and \$(1.6)	3.0	1.4	(4.9)
Balance at end of year	(38.5)	(42.7)	(45.4)
Total balance at end of year	(88.8)	(97.3)	(40.0)
<b>Treasury stock</b>			
Balance at beginning of year	(127.6)	(104.1)	(92.5)
Purchases	(20.1)	(23.5)	(11.6)
Balance at end of year	(147.7)	(127.6)	(104.1)
Total Koppers shareholders' equity – end of year	498.9	399.4	406.6
<b>Noncontrolling interests</b>			
Balance at beginning of year	3.6	4.2	4.3
Net income (loss) attributable to noncontrolling interests	0.6	(0.2)	(0.3)
Currency translation adjustment	(0.1)	(0.4)	0.2
Balance at end of year	4.1	3.6	4.2
Total equity – end of year	\$ 503.0	\$ 403.0	\$ 410.8

The accompanying notes are an integral part of these consolidated financial statements.

## KOPPERS HOLDINGS INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## 1. Description of Business

*Parent company of Koppers Inc.* – In these financial statements, unless otherwise indicated or the context requires otherwise, when the terms Koppers, the Company, we, our or us, are used, they mean Koppers Holdings Inc. (Koppers Holdings) and its subsidiaries on a consolidated basis. The use of these terms is not intended to imply that Koppers Holdings and Koppers Inc. are not separate and distinct legal entities from each other and from their respective subsidiaries. Koppers Holdings has no direct operations and no significant assets other than the stock of Koppers Inc. It depends on the dividends from the earnings of Koppers Inc. and its subsidiaries to generate the funds necessary to meet its financial obligations. The terms of Koppers Inc.'s Credit Facility (as defined in Note 15 - Debt) prohibit Koppers Inc. from paying dividends and otherwise transferring assets except for certain limited dividends.

*Business description* – We are a global integrated provider of treated wood products, wood treatment chemicals and carbon compounds for use in a variety of markets including the railroad, specialty chemical, utility, residential lumber, agriculture, aluminum, steel, rubber and construction industries. Our business is operated through three business segments, Railroad and Utility Products and Services (RUPS), Performance Chemicals (PC) and Carbon Materials and Chemicals (CMC).

Our RUPS segment sells treated and untreated wood products, manufactured products and services primarily to the railroad industry and treated wood products to the utility industry. Railroad products and services include procuring and treating items such as crossties, switch ties and various types of lumber used for railroad bridges and crossings and the manufacture of rail joint bars. Utility products include transmission and distribution poles and pilings. The segment also operates a railroad services business that conducts engineering, design, repair and inspection services for railroad bridges, a business related to the recovery of used crossties and a business related to the inspection of utility poles.

Our PC segment develops, manufactures, and markets wood preservation chemicals and wood treatment technologies and services a diverse range of end-markets including infrastructure, residential and commercial construction and agriculture.

Our CMC segment is primarily a manufacturer of creosote, carbon pitch, naphthalene, phthalic anhydride and carbon black feedstock. Creosote is used in the treatment of wood and carbon black feedstock is used in the production of carbon black. Carbon pitch is used in the production of aluminum and steel in electric arc furnaces. Naphthalene is used for the production of phthalic anhydride and as a surfactant in the production of concrete. Phthalic anhydride is used in the production of plasticizers, polyester resins and alkyd paints.

## 2. Summary of Significant Accounting Policies

*Basis of presentation* – The consolidated financial statements include our accounts and all majority-owned subsidiaries for which we are deemed to exercise control over its operations. All significant intercompany transactions have been eliminated in consolidation. Certain prior period amounts in the Notes to Consolidated Financial Statements have been reclassified to conform to the current period's presentation.

*Use of estimates* – Accounting principles generally accepted in the United States require management to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingencies on the date of the financial statements as well as the reported amounts of revenues and expenses during the reporting period. Estimates have been prepared on the basis of the most current and best available information and actual results could differ materially from these estimates.

*Revenue recognition* – Revenue is recognized upon the completion of performance obligations under our contracts with customers and when control of a good or service is transferred to the customer. Substantially all of our contracts with customers are ship and invoice arrangements where revenue is recognized when we complete our performance obligations and transfer control to the customer. We also have certain arrangements where revenue is recognized under the contract where control of the goods or services had been transferred to the customer prior to shipment. Revenue recognition generally occurs at the point of shipment; however in certain circumstances, as shipping terms dictate, we transfer control, and revenue is recognized at the point of destination. To determine the transaction price at the time when revenue is recognized, we evaluate whether the price is subject to adjustments, such as for warranties, discounts or volume rebates, to determine the net consideration to which we expect to be entitled. Payment terms are typically within 45 days. Shipping and handling costs are included as a component of cost of sales.

We recognize revenue related to the procurement of certain untreated railroad crossties upon delivery to our plant and acceptance by the customer. Service revenue, consisting primarily of wood treating services, is recognized at the time the service is provided and the performance obligation is satisfied. Payment on sales of untreated railroad crossties and wood treating services are generally due within 30 days of the invoice date.

**Contract Balances** – The timing of revenue recognition results in both billed accounts receivable and unbilled receivables, both classified as accounts receivable, net of allowance within the consolidated balance sheet. Contract assets of \$7.8 million and \$8.3 million are recorded within accounts receivable, net of allowance within the consolidated balance sheet as of December 31, 2023 and December 31, 2022, respectively.

**Cash and cash equivalents** – Cash and cash equivalents include cash on hand and on deposit and investments with an original maturity of 90 days or less.

**Accounts receivable** – We maintain allowances for doubtful accounts for estimated losses resulting from the inability of customers to make required payments. In circumstances where we become aware of a specific customer's inability to meet its financial obligations to Koppers, a specific reserve for bad debts is recorded against amounts due. If the financial condition of our customers were to deteriorate, resulting in an inability to make payments, additional allowances may be required.

**Inventories** – In the United States, CMC and RUPS inventories are valued at the lower of cost, utilizing the last-in, first-out (LIFO) basis, or net realizable value. Utilities and industrial products inventories are valued at the lower of cost, utilizing the moving average cost basis, or net realizable value. PC inventories and all other inventories outside of the United States are valued at the lower of cost, utilizing the first-in, first-out (FIFO) basis, and net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. LIFO inventories constituted approximately 58 percent and 52 percent of the FIFO inventory value at December 31, 2023 and 2022, respectively. In 2023, 2022 and 2021, we recorded inventory write-downs of \$0.6 million, \$1.2 million and \$0.6 million, respectively, related to the lower of cost and net realizable value for our subsidiaries that value inventory on the FIFO basis.

**Property, plant and equipment** – Property, plant and equipment are recorded at purchased cost and include improvements that significantly increase capacities or extend useful lives of existing plant and equipment. Depreciation expense is calculated by applying the straight-line method over estimated useful lives. Estimated useful lives for buildings generally range from ten to 20 years and depreciable lives for machinery and equipment generally range from three to 15 years. Net gains and losses related to asset disposals are recognized in earnings in the period in which the disposal occurs. Routine repairs, replacements and maintenance are expensed as incurred.

We periodically evaluate whether current facts and circumstances indicate that the carrying value of depreciable long-lived assets may not be recoverable. If an asset, or logical grouping of assets, is determined to be impaired, the asset is written down to its fair value using discounted future cash flows and, if available, quoted market prices. Refer to Note 3 – Acquisitions, Divestitures and Discontinued Operations for additional information.

**Goodwill and other intangible assets** – See Note 13.

**Deferred income taxes** – Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. The effect on deferred tax assets and liabilities of a change in tax laws is recognized in earnings in the period the new laws are enacted. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that such assets will be realized.

**Leases** – Lease arrangements are determined whether or not to be a lease at inception. Right-of-use (ROU) assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments. ROU lease liabilities are recognized based on the present value of the future minimum lease payments over the term of the lease as of the start date and may include consideration of certain adjustments including non-lease components. ROU assets are determined based on the determined ROU lease liability and may include the consideration of certain adjustments including initial direct costs, prepaid lease payments, lease incentives received, and non-lease components. The option to extend or terminate a lease is included in the determination of the ROU asset and lease liability only when it is reasonably certain that we will exercise that option.

**Asset retirement obligations** – Asset retirement obligations are initially recorded at present value and are capitalized as part of the cost of the related long-lived asset when sufficient information is available to estimate present value. The capitalized costs are subsequently charged to depreciation expense over the estimated useful life of the related long-lived asset. The present value of the obligation is determined by calculating the discounted value of expected future cash flows and accretion expense is recorded each month to ultimately increase this obligation to fair value.

We recognize asset retirement obligations for the removal and disposal of residues; dismantling of certain tanks required by governmental authorities; cleaning and dismantling costs for owned rail cars; cleaning costs for leased rail cars and barges; and site demolition, when required by governmental authorities or by contract.

The following table describes changes to our asset retirement obligation liabilities:

	December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
Asset retirement obligation at beginning of year	\$ 15.5	\$ 13.2
Accretion expense	1.1	1.1
Revision in estimated cash flows	(0.8)	2.2
Cash expenditures	(0.6)	(1.0)
Balance at end of year	\$ 15.2	\$ 15.5

*Litigation and contingencies* – Amounts associated with litigation and contingencies are accrued when management, after taking into consideration the facts and circumstances of each matter including any settlement offers, has determined that it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. Legal costs for litigation are expensed as incurred with the exception of legal fees relating to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), sites.

*Environmental liabilities* – We accrue for remediation costs and penalties when the responsibility to remediate is probable and the amount of related cost is reasonably estimable. If only a range of potential liability can be estimated and no amount within the range is more probable than another, the accrual is recorded at the low end of that range. Remediation liabilities are discounted if the amount and timing of the cash disbursements are readily determinable.

#### New Accounting Pronouncements

In March 2022, the Financial Accounting Standards Board (FASB) issued ASU No. 2022-01, Derivatives and Hedging (Topic 815): Fair Value Hedging—Portfolio Layer Method. This ASU amends and simplifies existing guidance in order to allow companies to more accurately present the economic effects of risk management activities in financial statements. The adoption of this ASU in the first quarter of 2023 did not have a material impact on our financial statements as we principally utilize cash flow hedges.

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. This ASU updates reportable segment disclosures by expanding the frequency and extent of segment disclosures. ASU No. 2023-07 is effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. We are currently evaluating this ASU to determine its impact on our disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. This ASU updates income tax disclosures by requiring annual disclosures of consistent categories and greater disaggregation of information in the rate reconciliation and income taxes paid disaggregated by jurisdiction. ASU No. 2023-09 is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied on a prospective basis. We are currently evaluating this ASU to determine its impact on our disclosures.

#### 3. Acquisitions, Divestitures and Discontinued Operations

*Acquisitions* – On October 31, 2022, we acquired substantially all of the assets of Gross & Janes Co. (Gross & Janes) for \$15.5 million in cash and we accounted for the transaction as a business combination. Gross & Janes was the largest independent supplier of untreated crossties in North America, with operations in Missouri, Arkansas and Texas. The business we acquired has been integrated into our RUPS segment, and we believe the acquisition strengthened our supply chain when procuring untreated crossties for our customers. Transaction costs, revenue and profit related to the acquisition were not material for the year ended December 31, 2022.

The fair value of assets and liabilities acquired is set forth in the following table:

<i>(Dollars in millions)</i>		
Accounts receivable	\$	4.3
Inventory		7.4
Property, plant and equipment		4.5
Total assets acquired		16.2
Accounts payable and accrued liabilities		0.7
Net assets acquired	\$	15.5

**Divestitures** – We have closed and divested certain facilities in our RUPS and CMC segments in order to concentrate our facilities in regions where we believe we hold key competitive advantages to better serve our global customers.

- In March 2023, we sold certain assets from our closed coal tar distillation facility located in China and recorded a gain on sale of \$1.8 million.
- In March 2022, we sold our utility pole treating facility in Sweetwater, Tennessee and recorded a gain on sale of \$2.5 million.
- In October 2021, we sold our closed Denver, Colorado crosstie treating facility and recorded a gain on sale of \$23.4 million.
- In February 2021, we sold our closed Follansbee, West Virginia coal tar distillation facility, and we recorded a gain on sale of \$5.7 million, consisting of \$2.6 million from cash proceeds in addition to the assumption of certain liabilities by the buyer.

**Discontinued Operations** – On September 30, 2020, we sold KJCC which was a 75 percent-owned coal tar distillation company in our CMC segment. The sale of KJCC represented a strategic shift that had a major effect on our operations and accordingly is classified as discontinued operations in our consolidated financial statements and notes.

On December 23, 2021 and March 31, 2022, the buyers issued various claims, which, after negotiation, were settled in April 2022 for \$0.9 million, of which our share was \$0.7 million. These claims were paid out of amounts held in escrow, and the remaining escrow amount of \$1.5 million was fully released in August 2022. In the third quarter of 2022, we recorded a charge of \$0.5 million related to a tax indemnity claim from the buyers which was paid in the fourth quarter of 2022.

#### 4. Common Stock and Senior Convertible Preferred Stock

There was no senior convertible preferred stock issued or outstanding for the periods presented. The following table presents the changes in common stock and treasury stock:

	December 31,		
	2023	2022	2021
<i>(Shares in thousands)</i>			
<b>Common Stock Issued:</b>			
Balance at beginning of year	24,547	24,027	23,688
Issued for employee stock plans	616	520	339
Balance at end of year	25,163	24,547	24,027
<b>Treasury Stock:</b>			
Balance at beginning of year	(3,784)	(2,931)	(2,590)
Shares repurchased	(519)	(853)	(341)
Balance at end of year	(4,303)	(3,784)	(2,931)
<b>Common Stock Outstanding</b>	<b>20,860</b>	<b>20,763</b>	<b>21,096</b>

#### 5. Derivative Financial Instruments

We utilize derivative instruments to manage exposures to risks that have been identified, measured and are capable of being mitigated. The primary risks that we manage by using derivative instruments are commodity price risk associated with copper, fuel oil, foreign currency exchange risk, principally the U.S. dollar and Australian dollar, and interest rate risk associated with variable rate borrowings. Generally, we enter into master netting arrangements with the counterparties and offset net derivative positions with the same counterparties. Currently, our agreements do not require cash collateral.

The Company recognizes all derivative instruments as either assets or liabilities at fair value on the balance sheet. The derivative instruments are classified as current or noncurrent based upon the expected timing of cash flows and are subject to offset under our master netting arrangements. A derivative instrument's fair value is determined using significant other observable inputs, a Level 2 fair value measurement.

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain or loss on the derivative is reported as a component of other comprehensive income and is reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative instruments representing hedge ineffectiveness are recognized in current earnings.

Swap contracts on copper are used to manage the price risk associated with forecasted purchases of materials used in our manufacturing processes. Generally, we will not hedge cash flow exposures for durations longer than 36 months and we have hedged certain volumes of copper through the end of 2024. We designate certain of our commodity swaps as cash flow hedges of forecasted purchases of commodities. For those commodity swaps where hedge accounting is not elected, the fair value of the commodity swap is recognized as an asset or liability on the consolidated balance sheet, and the related unrealized gain or loss on the derivative is reported in current earnings. These amounts are classified in cost of sales in the consolidated statement of operations.

We enter into heating oil swap contracts to manage price risk associated with fuel oil purchases for our plant operations and certain raw material requirements. The fair value associated with these swap contracts are not designated as hedges, and the related unrealized gain or loss on the derivative is reported in current earnings. These amounts are classified in cost of sales in the consolidated statement of operations. As of December 31, 2023, we had contracts totaling 1.5 million gallons with a net fair value of a liability totaling \$0.3 million. There were no contracts outstanding in the prior year.

We enter into foreign currency forward contracts to manage foreign currency risk associated with our receivable and payable balances in addition to foreign-denominated sales. The fair value associated with forward contracts related to foreign currency that are not designated as hedges, and the related unrealized gain or loss on the derivative is reported in current earnings. These amounts are classified in cost of sales in the consolidated statement of operations.

We enter into interest rate swaps to effectively convert portions of our variable interest rate debt into fixed rate debt to add stability to interest expense and to manage our exposure to interest rate movements. We designate our interest rate swaps as cash flow hedges on interest payments.

See the consolidated statement of comprehensive income and consolidated statement of shareholders' equity for amounts recorded in other comprehensive income and for amounts reclassified from accumulated other comprehensive (loss) income into net income for each of the three years ended December 31, 2023.

The fair value of the outstanding derivative contracts recorded in the balance sheet are as follows:

	December 31, 2023				
	Heating Oil Contracts	Interest Rate Swap Contracts	Copper Swap Contracts	Foreign Currency Forward Contracts	Total
<i>(Dollars in millions)</i>					
Derivative contracts	\$ 0.0	\$ 2.8	\$ 4.1	\$ 0.2	\$ 7.1
Accrued liabilities	(0.3)	0.0	0.0	(0.1)	(0.4)
Other long-term liabilities	0.0	(6.5)	0.0	0.0	(6.5)
Net asset (liability) on balance sheet	\$ (0.3)	\$ (3.7)	\$ 4.1	\$ 0.1	\$ 0.2
Accumulated other comprehensive (loss) gain, net of tax	\$ 0.0	\$ (2.9)	\$ 2.0	\$ 0.0	\$ (0.9)

	December 31, 2022		
	Copper Swap Contracts	Foreign Currency Forward Contracts	Total
<i>(Dollars in millions)</i>			
Derivative contracts	\$ 3.0	\$ 0.1	\$ 3.1
Other assets	0.4	0.0	0.4
Accrued liabilities	(0.3)	(0.1)	(0.4)
Net asset on balance sheet	\$ 3.1	\$ 0.0	\$ 3.1
Accumulated other comprehensive gain, net of tax	\$ 1.8	\$ 0.0	\$ 1.8

Over the next twelve months, we estimate unrealized gains of \$2.0 million for commodity price hedging as well as unrealized gains of \$2.1 million for interest rate swaps will be reclassified from accumulated other comprehensive income into earnings.

**Copper Swap Contracts**

As of the periods presented, we had outstanding copper swap contracts of the following amounts:

	Units Outstanding (in Pounds)		Net Fair Value - Asset	
	December 31,		December 31,	
	2023	2022	2023	2022
<i>(Amounts in millions)</i>				
Cash flow hedges	31.7	21.3	\$ 2.6	\$ 2.5
Not designated as hedges	9.5	6.0	1.5	0.6
<b>Total</b>	<b>41.2</b>	<b>27.3</b>	<b>\$ 4.1</b>	<b>\$ 3.1</b>

The unrealized gain (loss) from copper swap contracts where hedge accounting was not elected is as follows:

	Year Ended December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
Gain (loss) from contracts where hedge accounting was not elected	\$ 0.9	\$ (6.5)

**Foreign Currency Forward Contracts**

The net currency units outstanding for contracts were:

	December 31,	
	2023	2022
<i>(In millions)</i>		
Australian Dollars	AUD 3.0	AUD 3.0
United States Dollars	USD 10.3	USD 9.3

**Interest Rate Swap Contracts**

During the year ended December 31, 2023, we entered into interest rate swap agreements with an aggregate notional value of \$400.0 million. The interest rate swaps effectively convert the variable rate component of our Credit Facility borrowings to a weighted average fixed rate of 3.97 percent for a portion of our variable rate debt. This weighted average fixed rate amount excludes the interest rate margin of 3.50 percent as of December 31, 2023. All swap agreements expire in April 2027. The interest rate swaps have been designated as cash flow hedges and involve the receipt of variable amounts from a counterparty in exchange for us making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount.

**6. Fair Value Measurements**

The following table presents the estimated fair values and the related carrying amounts of our financial instruments:

	December 31, 2023		December 31, 2022	
	Fair Value	Carrying Value	Fair Value	Carrying Value
<i>(Dollars in millions)</i>				
<b>Financial assets:</b>				
Investments and other assets	\$ 1.3	\$ 1.3	\$ 1.3	\$ 1.3
<b>Financial liabilities:</b>				
Long-term debt (including current portion)	\$ 860.4	\$ 849.4	\$ 801.1	\$ 825.3

**Investments and other assets** – Represents the broker-quoted cash surrender value on universal life insurance policies. This asset is classified as Level 2 in the valuation hierarchy and is measured from values received from financial institutions.

**Debt** – The fair value of our long-term debt is estimated based on the market prices for the same or similar issuances or on the current rates offered to us for debt of the same remaining maturities (Level 2). The fair value of our Credit Facility approximates carrying value due to the variable rate nature of this instrument.

See Note 5 - Derivative Financial Instruments, for the fair value of our derivative financial instruments.

## 7. Earnings and Dividends per Common Share

The computation of basic earnings per common share for the periods presented is based upon the weighted average number of common shares outstanding during the periods. The computation of diluted earnings per common share includes the effect of non-vested nonqualified stock options and stock units assuming such options and stock units were outstanding common shares at the beginning of the period. The effect of antidilutive securities is excluded from the computation of diluted loss per common share, if any.

The following table sets forth the computation of basic and diluted earnings per common share:

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions, except share amounts, in thousands, and per share amounts)</i>			
Net income attributable to Koppers	\$ 89.2	\$ 63.4	\$ 85.2
Loss on sale of discontinued operations	0.0	(0.6)	(0.2)
Income from continuing operations attributable to Koppers	\$ 89.2	\$ 64.0	\$ 85.4
Weighted average common shares outstanding:			
Basic	20,835	20,977	21,238
Effect of dilutive securities	704	336	687
Diluted	21,539	21,313	21,925
Earnings per common share – continuing operations:			
Basic earnings per common share	\$ 4.28	\$ 3.05	\$ 4.02
Diluted earnings per common share	4.14	3.00	3.90
Other data:			
Antidilutive securities excluded from computation of diluted earnings per common share	315	952	436

On February 14, 2024, the board of directors declared a quarterly dividend of \$0.07 per common share, payable on March 25, 2024 to shareholders of record as of March 8, 2024.

## 8. Stock-based Compensation

We have outstanding stock-based compensation awards that were granted under the amended and restated 2005 Long-Term Incentive Plan (the 2005 LTIP), the 2018 Long-Term Incentive Plan (the 2018 LTIP) and the 2020 Long-Term Incentive Plan, as amended (the 2020 LTIP). The 2005 LTIP, the 2018 LTIP and the 2020 LTIP are collectively referred to as the LTIP. The LTIP provides for the grant to eligible persons of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance awards, dividend equivalents and other stock-based awards, which are collectively referred to as the awards.

### *Restricted Stock Units and Performance Stock Units*

Under the LTIP, the board of directors grants restricted stock units and performance stock units to certain employee participants (collectively, the stock units). Compensation expense for non-vested stock units is recorded over the vesting period based on the fair value at the date of grant. The fair value of restricted stock units is the market price of the underlying common stock on the date of grant. The fair value of performance stock units is determined using the market price of the underlying common stock on the date of grant for units with a performance condition and a Monte Carlo valuation model for units with a market condition.

For grants to most employees prior to 2023, the restricted stock units vest in four equal annual installments. Starting in 2023, most grants of restricted stock units vest in three years. Restricted stock units that have one-year vesting periods are also issued under the LTIP to members of the board of directors in connection with annual director compensation and, from time to time, are issued to employees with vesting periods of typically two years or less.

Performance stock units have vesting based upon either a performance condition or a market condition. Performance stock units granted with a performance condition have a cumulative three-year performance objective based on adjusted EBITDA (see Note 9 – Segment Information). For performance stock units granted with a market condition, which applies to all performance stock unit grants made prior to 2023, the applicable objective is based on our total shareholder return relative to the Standard & Poor's SmallCap 600 Materials Index and has multi-year performance objectives.

Both types of performance stock units have a three-year period for vesting. The number of performance stock units granted represents the target award, and participants have the ability to earn between zero and 200 percent of the target award based upon actual performance. If minimum performance criteria are not achieved, no performance stock units will vest. We have the discretion to settle the award in cash rather than shares, although we currently expect that all awards will be settled by the issuance of shares.

We calculated the fair value of the performance stock unit awards on the date of the grant using assumptions listed below:

	January 2023 Grant		January 2022 Grant		January 2021 Grant	
Grant date price per share of stock performance award	\$	29.01	\$	32.19	\$	29.84
Expected volatility		66.30 %		66.90 %		68.70 %
Risk-free interest rate		4.11 %		1.10 %		0.16 %
Look-back period in years		3.00		3.00		3.00
Grant date fair value per share	\$	39.51	\$	45.19	\$	41.50

Dividends declared, if any, on our common stock during the period prior to vesting of the stock units are credited at equivalent value as additional stock units and become payable as additional common shares upon vesting. In the event of termination of employment, other than retirement, death or disability, any non-vested stock units are forfeited, including additional stock units credited from dividends. In the event of termination of employment due to retirement, death or disability, pro-rata vesting of the stock units over the service period will result. There are special vesting provisions for the stock units related to a change in control.

The following table shows a summary of the performance stock units as of December 31, 2023:

Performance Period	Minimum Shares	Target Shares	Maximum Shares
<b>Market Condition Units</b>			
2021 – 2023	136,560	136,560	136,560
2022 – 2024	97,870	149,246	200,622
2023 – 2025	52,598	105,196	157,794
<b>Performance Condition Units</b>			
2023 – 2025	0	189,084	378,168

The minimum, target and maximum shares above reflect the impact from completed performance periods. Performance stock units granted in January 2021 for the 2021 – 2023 performance period vested in January 2024 at 94.7 percent of the original target share amount plus dividend equivalent units.

The following table shows a summary of the status and activity of non-vested stock awards:

	Restricted Stock Units	Performance Stock Units	Total Stock Units	Weighted Average Grant Date Fair Value per Unit
Non-vested at January 1, 2023	524,612	237,032	761,644	\$ 32.40
Granted	238,544	267,073	505,617	\$ 30.92
Credited from dividends	6,394	4,604	10,998	\$ 32.37
Performance share adjustment	0	78,468	78,468	\$ 42.18
Vested	(222,250)	0	(222,250)	\$ 26.44
Forfeited	(15,961)	(6,414)	(22,375)	\$ 32.00
Non-vested at December 31, 2023	531,339	580,763	1,112,102	\$ 33.62

### Stock Options

Stock options to most executive officers vest and become exercisable in four equal annual installments. The stock options have a term of ten years. In the event of termination of employment, other than retirement, death or disability, any non-vested options are forfeited. In the event of termination of employment due to retirement, death or disability, pro-rata vesting of the options over the service period will result. There are special vesting provisions for the stock options related to a change in control. No stock options were granted in 2023.

Compensation expense for non-vested stock options is recorded over the vesting period based on the fair value at the date of grant. We calculated the fair value of stock options on the date of grant using the Black-Scholes-Merton model and the assumptions listed below:

	January 2022 Grant		January 2021 Grant		March 2020 Grant	
Grant date price per share of stock option award	\$	32.19	\$	29.84	\$	19.63
Expected life in years		6.76		6.64		6.40
Expected volatility		54.50 %		54.80 %		42.85 %
Risk-free interest rate		1.52 %		0.59 %		0.87 %
Grant date fair value per share	\$	17.58	\$	15.79	\$	8.42

Prior to February 2022, we had not declared a dividend since 2014. The expected life in years is based on our historical exercise data of previously granted options. Expected volatility is based on the historical volatility of our common stock. The risk-free interest rate is based on U.S. Treasury bill rates for the expected life of the option.

The following table shows a summary of the status and activity of stock options:

	Options	Weighted Average Exercise Price per Option	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at December 31, 2022	1,122,136	\$ 27.05		
Exercised	(365,237)	\$ 24.11		
Expired	(50,031)	\$ 42.16		
Outstanding at December 31, 2023	706,868	\$ 27.51	5.02	\$ 16.8
Exercisable at December 31, 2023	545,392	\$ 27.29	4.35	\$ 13.0

#### Stock Compensation Expense

The following table presents total stock-based compensation expense recognized under our LTIP and employee stock purchase plan:

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
Stock-based compensation expense recognized:			
Selling, general and administrative expenses	\$ 17.3	\$ 13.2	\$ 13.0
Less related income tax benefit	4.8	4.4	3.7
Decrease in net income attributable to Koppers	\$ 12.5	\$ 8.8	\$ 9.3
Intrinsic value of exercised stock options	\$ 6.4	\$ 0.0	\$ 2.2
Cash received from the exercise of stock options	\$ 8.8	\$ 0.0	\$ 2.3

As of December 31, 2023, total future compensation expense related to non-vested stock-based compensation arrangements totaled \$21.7 million and the weighted-average period over which this expense is expected to be recognized is approximately 21 months.

#### 9. Segment Information

See Note 1 - Description of Business for a discussion of our three reportable segments. Our reportable segments contain multiple aggregated business units since management believes the long-term financial performance of these business units is affected by similar economic conditions. The reportable segments are each managed separately because they manufacture and distribute distinct products with different production processes.

Our primary measure of segment profitability is adjusted earnings before interest, income taxes, depreciation, amortization and certain non-cash and/or non-recurring items that do not contribute directly to management's evaluation of our operating results (as defined by us, adjusted EBITDA). These items include impairment, restructuring and plant closure costs, acquisition-related charges, mark-to-market commodity hedging, gain/loss on sale of assets and LIFO inventory effects. This presentation is consistent with how our chief operating decision maker evaluates the results of operations and makes strategic decisions about the business. In addition, adjusted EBITDA is the primary measure used to determine the level of achievement of management's short-term incentive goals and related payout, as well as one of the measures used to determine performance and related payouts for certain performance share units granted to management. For these reasons, we believe that adjusted EBITDA represents the most relevant measure of segment profit and loss.

Adjusted EBITDA is reconciled to net income on a consolidated basis, the most directly comparable financial measure determined and reported in accordance with U.S. GAAP. The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. Intersegment transactions are eliminated in consolidation.

## Segment Revenues for Significant Product Lines

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
<b>Railroad and Utility Products and Services:</b>			
Railroad treated products	\$ 540.9	\$ 457.4	\$ 414.4
Utility poles	266.1	227.9	228.0
Railroad infrastructure products and services	90.9	103.0	87.5
<b>Total Railroad and Utility Products and Services</b>	<b>897.9</b>	<b>788.3</b>	<b>729.9</b>
<b>Performance Chemicals:</b>			
Wood preservative products	647.2	561.2	489.1
Other products	24.4	18.7	14.2
<b>Total Performance Chemicals</b>	<b>671.6</b>	<b>579.9</b>	<b>503.3</b>
<b>Carbon Materials and Chemicals:</b>			
Pitch and related products	394.4	399.6	279.3
Phthalic anhydride, naphthalene and other chemicals	112.0	148.4	110.2
Carbon black feedstock and distillates	78.3	64.3	55.9
<b>Total Carbon Materials and Chemicals</b>	<b>584.7</b>	<b>612.3</b>	<b>445.4</b>
<b>Total</b>	<b>\$ 2,154.2</b>	<b>\$ 1,980.5</b>	<b>\$ 1,678.6</b>
<b>Intersegment revenues:</b>			
Performance Chemicals	\$ 28.9	\$ 22.2	\$ 15.9
Carbon Materials and Chemicals	87.4	74.3	75.3
<b>Total</b>	<b>\$ 116.3</b>	<b>\$ 96.5</b>	<b>\$ 91.2</b>

The following table sets forth tangible and intangible assets allocated to each of our segments as of the dates indicated:

	December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
<b>Segment assets:</b>		
Railroad and Utility Products and Services	\$ 743.7	\$ 660.8
Performance Chemicals	520.6	516.9
Carbon Materials and Chemicals	538.9	500.5
<b>Segment assets</b>	<b>1,803.2</b>	<b>1,678.2</b>
Prepaid insurance and other assets	14.8	16.0
Property, plant and equipment, net	9.6	6.8
Operating lease right-of-use assets	7.9	10.4
<b>Total</b>	<b>\$ 1,835.5</b>	<b>\$ 1,711.4</b>
<b>Goodwill:</b>		
Railroad and Utility Products and Services	\$ 120.6	\$ 120.6
Performance Chemicals	173.8	173.4
<b>Total</b>	<b>\$ 294.4</b>	<b>\$ 294.0</b>

The following table sets forth certain sales and operating data by segment for the periods indicated:

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
<b>Depreciation and amortization expense:</b>			
Railroad and Utility Products and Services	\$ 24.6	\$ 22.3	\$ 22.3
Performance Chemicals	13.9	15.3	17.9
Carbon Materials and Chemicals	18.5	18.5	17.5
<b>Total</b>	<b>\$ 57.0</b>	<b>\$ 56.1</b>	<b>\$ 57.7</b>
<b>Adjusted EBITDA:</b>			
Railroad and Utility Products and Services	\$ 84.0	\$ 53.6	\$ 45.4
Performance Chemicals	123.1	75.5	101.8
Carbon Materials and Chemicals	49.3	99.0	76.3
Items excluded from the determination of segment profit:			
LIFO expense <sup>(1)</sup>	(6.0)	(25.6)	(28.2)
Impairment, restructuring and plant closure costs	(0.1)	(1.1)	(4.2)
Gain on sale of assets	1.8	2.5	31.2
Mark-to-market commodity hedging gains (losses)	0.5	(6.5)	(3.8)
Inventory adjustment <sup>(2)</sup>	0.0	(1.1)	0.0
Interest expense	(71.0)	(44.8)	(40.5)
Depreciation and amortization	(57.0)	(56.1)	(58.4)
Income tax provision	(34.8)	(31.6)	(34.5)
Discontinued operations	0.0	(0.6)	(0.2)
<b>Net income</b>	<b>\$ 89.8</b>	<b>\$ 63.2</b>	<b>\$ 84.9</b>
<b>Capital expenditures:</b>			
Railroad and Utility Products and Services	\$ 49.8	\$ 47.2	\$ 62.0
Performance Chemicals	15.1	10.6	17.7
Carbon Materials and Chemicals	50.7	45.7	42.9
Corporate	4.9	1.8	2.4
<b>Total</b>	<b>\$ 120.5</b>	<b>\$ 105.3</b>	<b>\$ 125.0</b>

(1) The LIFO expense adjustment removes the entire impact of LIFO and effectively reflects the results as if we were on a FIFO inventory basis.

(2) Represents fair value step-up on inventory acquired in a business acquisition as described in Note 3 – Acquisitions, Divestitures and Discontinued Operations.

### Revenues and Long-lived Assets by Geographic Area

	Year	Revenue		Long-lived assets
<i>(Dollars in millions)</i>				
United States	2023	\$ 1,468.1	\$ 942.3	
	2022	1,271.1	902.9	
	2021	1,134.2	857.3	
Australasia	2023	265.0	75.6	
	2022	283.0	73.8	
	2021	230.6	78.9	
Europe	2023	213.3	91.0	
	2022	248.9	67.6	
	2021	195.8	63.3	
Other countries	2023	207.8	17.2	
	2022	177.5	18.6	
	2021	118.0	19.3	
<b>Total</b>	2023	<b>\$ 2,154.2</b>	<b>\$ 1,126.1</b>	
	2022	<b>\$ 1,980.5</b>	<b>\$ 1,062.9</b>	
	2021	<b>\$ 1,678.6</b>	<b>\$ 1,018.8</b>	

Revenues by geographic area in the above table are attributed by the destination country of the sale. Revenues from non-U.S. countries totaled \$686.1 million in 2023, \$709.4 million in 2022 and \$544.4 million in 2021.

## 10. Income Taxes

*Income Tax Provision*

Components of our income tax provision are as follows:

(Dollars in millions)	Year Ended December 31,		
	2023	2022	2021
<b>Current:</b>			
Federal	\$ 7.3	\$ 0.0	\$ (1.5)
State	1.7	0.6	0.9
Foreign	20.1	28.4	18.2
Total current tax provision	29.1	29.0	17.6
<b>Deferred:</b>			
Federal	3.1	0.2	10.6
State	0.6	(0.6)	1.1
Foreign	2.0	3.0	5.2
Total deferred tax provision	5.7	2.6	16.9
Total income tax provision	\$ 34.8	\$ 31.6	\$ 34.5

Income before income taxes from foreign operations for 2023, 2022 and 2021 was \$76.8 million, \$106.8 million and \$71.8 million, respectively.

The provision for income taxes is reconciled with the federal statutory income tax rate as follows:

	Year Ended December 31,		
	2023	2022	2021
Federal income tax rate	21.0 %	21.0 %	21.0 %
Foreign earnings taxed at different rates	4.9	8.7	4.3
State income taxes, net of federal tax benefit	1.4	(0.2)	2.1
GILTI inclusion, net of foreign tax credits	0.2	1.7	0.2
Change in tax contingency reserves	0.2	(0.1)	(1.1)
Valuation allowance adjustments	0.0	0.9	1.9
Deferred tax adjustments	0.0	0.0	(0.2)
Other	0.2	1.1	0.6
	27.9 %	33.1 %	28.8 %

For each of the three years ended December 31, 2023, 2022 and 2021, we have recorded valuation allowance adjustments related to the value of certain deferred tax assets. In 2023, we recorded \$0.3 million of adjustments to our valuation allowance for certain foreign and state tax deferred tax assets. In 2022, we recorded \$0.9 million of adjustments to our valuation allowance for certain foreign and state tax deferred tax assets. In 2021, we recorded a \$3.3 million valuation allowance against net deferred tax assets of our United Kingdom entities as a result of a recent history of pre-tax losses and the reversal of a deferred tax liability associated with a defined benefit pension plan.

*Taxes Excluded from Net Income Attributable to Koppers*

The amount of deferred income tax benefit (expense) included in comprehensive income but excluded from net income attributable to Koppers relates primarily to adjustments to copper and interest rate swap contracts of \$0.8 million, \$6.1 million and \$0.5 million for the years ended December 31, 2023, 2022 and 2021, respectively.

The amount of deferred income tax benefit (expense) included in comprehensive income but excluded from net income attributable to Koppers relates to adjustments to reflect the unfunded status of employee post-retirement benefit plans of \$(1.1) million, \$(0.5) million and \$1.3 million for the years ended December 31, 2023, 2022 and 2021, respectively.

*Deferred Tax Assets and Liabilities*

Deferred income taxes reflect the net tax effects of differences between the carrying amounts of assets and liabilities for financial reporting purposes and for income tax purposes.

Significant components of our deferred tax assets and liabilities are as follows:

	<i>Year Ended December 31,</i>	
	2023	2022
<i>(Dollars in millions)</i>		
<b>Deferred tax assets:</b>		
Federal and state tax loss carryforwards, expiring in 2024 to 2043	\$ 19.2	\$ 22.6
Tax credits	16.9	17.4
Reserves, including insurance and environmental	10.4	9.3
Interest disallowance	10.2	6.4
Accrued employee compensation	8.1	6.5
Inventory	7.6	4.6
Foreign tax loss carryforwards	7.4	6.6
Pension and other post-retirement benefits obligations	7.2	8.2
Asset retirement obligations	5.6	5.3
Other	8.3	4.6
Valuation allowance	(43.1)	(43.8)
<b>Total deferred tax assets</b>	<b>57.8</b>	<b>47.7</b>
<b>Deferred tax liabilities:</b>		
Tax over book depreciation and amortization	69.9	52.3
Gain on derivative contracts	0.0	0.7
Other	3.4	4.5
<b>Total deferred tax liabilities</b>	<b>73.3</b>	<b>57.5</b>
<b>Net deferred tax liabilities</b>	<b>\$ (15.5)</b>	<b>\$ (9.8)</b>

As a result of the Tax Cuts and Jobs Act of 2017 (the Tax Act) and the one-time mandatory transition tax, all previously unremitted earnings for which a U.S. deferred tax liability had not been accrued have now been subject to U.S. tax. As of December 31, 2023, there was approximately \$544 million of such unremitted earnings. Substantially all unremitted earnings will remain indefinitely invested in our foreign subsidiaries for the foreseeable future unless we can remit any earnings as a dividend in a tax-free manner. In the event any earnings are remitted as a dividend with a tax cost due to currency gains or losses, state taxes, or foreign withholding taxes, we estimate that we will not incur significant additional taxes on those potential remittances.

Management evaluated the ability to realize the deferred tax assets that are related to our domestic and international operations. In assessing the need for a valuation allowance, management considered all positive and negative evidence related to the realization of our net deferred tax assets. We believe that we will be in a taxable income position in the foreseeable future and we will have sufficient taxable income to utilize deferred tax assets that do not have a valuation allowance related to our domestic and international operations.

A valuation allowance is necessary when it is more likely than not that a deferred tax asset will not be realized. Certain deferred tax assets reflected above are not expected to be realized, and a valuation allowance has been provided for them.

Valuation allowances are recorded to offset the following deferred tax assets:

	<i>December 31,</i>	
	2023	2022
<i>(Dollars in millions)</i>		
State temporary differences, net operating losses and tax credits	\$ 19.3	\$ 19.4
Federal foreign tax credits	15.2	16.1
Foreign temporary differences, net operating losses and capital losses	8.6	8.3
<b>Total valuation allowances</b>	<b>\$ 43.1</b>	<b>\$ 43.8</b>

**Unrecognized Tax Benefits**

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
Balance at beginning of year	\$ 1.4	\$ 1.5	\$ 2.5
Additions based on tax provisions related to the current year	0.3	0.1	0.1
Reductions resulting from a lapse in the statute of limitations	(0.2)	(0.2)	(1.1)
Balance at end of year	\$ 1.5	\$ 1.4	\$ 1.5

As of December 31, 2023 and 2022, the total amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate, was approximately \$1.5 million and \$1.4 million, respectively. We do not anticipate significant increases or decreases to the amount of unrecognized tax benefits within the next twelve months.

We recognize interest expense and any related penalties from unrecognized tax benefits in income tax expense. For the year ended December 31, 2023, we recognized \$0.2 million in interest and penalties. As of December 31, 2023 and 2022, we had accrued interest and penalties of approximately \$0.5 million and \$0.3 million, respectively.

Koppers Holdings and its subsidiaries file income tax returns in the U.S. federal jurisdiction, individual U.S. state jurisdictions and non-U.S. jurisdictions. With few exceptions, we are no longer subject to U.S. federal, U.S. state, or non-U.S. income tax examinations by tax authorities for years before 2017.

**11. Inventories**

	December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
Raw materials	\$ 348.4	\$ 318.5
Work in process	17.9	10.2
Finished goods	139.0	130.4
	505.3	459.1
Less revaluation to LIFO	109.6	103.4
Inventories, net	\$ 395.7	\$ 355.7

**12. Property, Plant and Equipment**

	December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
Land	\$ 18.8	\$ 15.0
Buildings	99.1	80.3
Machinery and equipment	987.0	924.1
	1,104.9	1,019.4
Less accumulated depreciation	473.2	462.1
Property, plant and equipment, net	\$ 631.7	\$ 557.3

Depreciation expense for the years ended December 31, 2023, 2022 and 2021 amounted to \$42.5 million, \$41.2 million and \$39.4 million, respectively.

*Impairments* – We did not incur impairment charges in 2023, 2022 and 2021.

**13. Goodwill and Intangible Assets**

Goodwill and other purchased intangible assets are included in the identifiable assets of the business segment to which they have been assigned. Goodwill is assessed for impairment annually, using a quantitative goodwill impairment test, or more frequently if a change in circumstances or the occurrence of significant events indicate the carrying value may not be recoverable. In making this assessment, management may first consider qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Examples of qualitative factors include macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, entity-specific events, events affecting reporting units, and sustained changes in our stock price.

If results of the qualitative assessment indicate a more likely than not determination or if a qualitative assessment is not performed, a quantitative test is performed utilizing a combination of an income approach, using a discounted cash flow methodology, and a market approach, by comparing the estimated fair value of each reporting unit with its net book value.

The discounted cash flow calculations are dependent on several key assumptions including the timing of future forecasted cash flows, forecasted revenue growth rates, forecasted EBITDA margin and the discount rate. The market approach uses the guideline company method, which involves calculating valuation multiples based on financial data from comparable publicly traded companies. Multiples derived from these companies provide an indication of how much a knowledgeable investor in the marketplace would be willing to pay for a company. These multiples are then applied to the financial data for our reporting units to arrive at an indication of value. To determine the reasonableness of the calculated fair values of our reporting units, we review the assumptions described to ensure neither the market approach nor the income approach yields significantly different valuations. We selected these valuation approaches because we believe the combination of these approaches, along with our best judgment regarding underlying assumptions and estimates, provides us with the best estimate of fair value of our reporting units.

We perform an assessment of goodwill at the reporting unit level. We have three reporting units for purposes of goodwill evaluation. These units consist of our PC operating segment, our Railroad Products and Services reporting unit and our Utility Products reporting unit. Railroad Products and Services and Utility Products are one level below our RUPS operating segment. The Railroad Products and Services reporting unit primarily serves the rail industry in North America, and the Utility Products reporting unit serves the utility industries in the United States and Australia.

We have historically performed our annual goodwill impairment test as of November 30 each year. During the year ended December 31, 2023, we voluntarily changed our annual impairment assessment date from November 30 to October 31. No more than twelve months have elapsed between goodwill impairment tests of any of our reporting units. The change in measurement date represents a voluntary change in the method of applying an accounting principle that was applied prospectively. The change aligns the annual impairment test date with our forecasting process. We continue to monitor each reporting unit for triggering events for purposes of goodwill impairment testing each quarter. The change in accounting principle did not result in any delay, acceleration or avoidance of an impairment charge. We determined that the estimated fair values exceeded the carrying values of all the reporting units, and accordingly, there was no impairment of goodwill incurred for each of the three years ended December 31, 2023.

The change in the carrying amount of goodwill attributable to each reporting unit was as follows:

	Performance Chemicals	Railroad Products and Services	Utility Products	Total
<i>(Dollars in millions)</i>				
Balance at December 31, 2021	\$ 175.1	\$ 41.1	\$ 79.8	\$ 296.0
Currency translation	(1.7)	(0.1)	(0.2)	(2.0)
Balance at December 31, 2022	\$ 173.4	\$ 41.0	\$ 79.6	\$ 294.0
Currency translation	0.4	0.0	0.0	0.4
Balance at December 31, 2023	\$ 173.8	\$ 41.0	\$ 79.6	\$ 294.4

Intangible assets, other than goodwill, are recorded at fair value and amortized on a straight-line basis over their estimated useful lives. We annually evaluate the remaining useful life of the intangible asset being amortized to determine whether events or circumstances warrant a revision to the remaining period of amortization. If the estimate of an intangible asset's remaining useful life is changed, the remaining carrying amount of the intangible asset will be amortized prospectively over that revised remaining useful life. Intangible assets are also subject to testing for recoverability whenever events or changes indicate that its carrying value may not be recoverable.

Our intangible assets are summarized below:

	Estimated life in years	Weighted average remaining life in years	2023			December 31, 2022		
			Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
<i>(Dollars in millions)</i>								
Customer contracts	9 to 18	8.1	\$ 225.4	\$ 125.2	\$ 100.2	\$ 224.9	\$ 110.5	\$ 114.4
Technology	4 to 12	2.6	26.4	26.1	0.3	26.4	26.0	0.4
Trademarks	4 to 18	11.2	8.2	6.5	1.7	7.7	6.5	1.2
Supply contracts	10	0.0	2.4	2.4	0.0	2.4	2.4	0.0
Non-compete agreements	12	0.8	1.6	1.6	0.0	1.6	1.5	0.1
Total		8.1	\$ 264.0	\$ 161.8	\$ 102.2	\$ 263.0	\$ 146.9	\$ 116.1

In 2023, the gross carrying value of intangible assets increased by a net \$1.0 million, primarily due to foreign exchange translation. Total amortization expense related to these intangible assets was \$14.5 million, \$14.9 million and \$18.3 million for the years ended December 31, 2023, 2022 and 2021, respectively. Estimated amortization expense for the next five years is summarized below:

<i>(Dollars in millions)</i>		<i>Estimated annual amortization</i>
2024	\$	14.2
2025		13.7
2026		12.4
2027		12.0
2028		11.2

#### 14. Pensions and Post-Retirement Benefit Plans

We maintain a number of defined benefit and defined contribution plans to provide retirement benefits for employees in the United States, as well as employees outside the United States. These plans are maintained and contributions are made in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), local statutory law or as determined by the board of directors. The defined benefit pension plans generally provide benefits based upon years of service and compensation. Pension plans are funded except for three domestic non-qualified defined benefit pension plans for certain key executives.

In the United States, all qualified and two of the non-qualified defined benefit pension plans for salaried and hourly employees have been closed to new participants and have been frozen. Accordingly, these pension plans no longer accrue additional years of service or recognize future increases in compensation for benefit purposes.

The defined contribution plans generally provide retirement assets to employee participants based upon employer and employee contributions to the participant's individual investment account. We also provide retiree medical insurance coverage to certain U.S. employees and a life insurance benefit to most U.S. employees. For salaried employees, the retiree medical and retiree insurance plans have been closed to new participants. Expense related to defined contribution plans totaled \$9.7 million, \$8.4 million and \$9.1 million for the years ended December 31, 2023, 2022 and 2021, respectively.

The following table provides the components of net periodic pension costs:

<i>(Dollars in millions)</i>	<i>Year Ended December 31,</i>					
	<i>Pension Benefits</i>			<i>Other Benefits</i>		
	<i>2023</i>	<i>2022</i>	<i>2021</i>	<i>2023</i>	<i>2022</i>	<i>2021</i>
Service cost	\$ 1.6	\$ 1.2	\$ 1.5	\$ 0.0	\$ 0.0	\$ 0.1
Interest cost	8.2	5.6	5.2	0.3	0.3	0.3
Expected return on plan assets	(7.0)	(7.7)	(7.4)	0.0	0.0	0.0
Amortization of net loss (gain)	2.2	1.8	1.4	(0.6)	(0.1)	0.0
Net periodic benefit cost	\$ 5.0	\$ 0.9	\$ 0.7	\$ (0.3)	\$ 0.2	\$ 0.4

The following table presents the change in the funded status of the pension and post-retirement plans:

	Pension Benefits		Year Ended December 31,	
	2023	2022	2023	2022
<i>(Dollars in millions)</i>				
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 157.0	\$ 219.6	\$ 6.0	\$ 9.8
Service cost	1.6	1.2	0.0	0.0
Interest cost	8.2	5.6	0.3	0.3
Actuarial (gains) losses	(2.1)	(51.8)	0.7	(3.4)
Settlements	(1.1)	(1.0)	0.0	0.0
Currency translation	1.9	(5.8)	0.0	0.0
Benefits paid	(11.2)	(10.8)	(0.8)	(0.7)
Benefit obligation at end of year	154.3	157.0	6.2	6.0
Change in plan assets:				
Fair value of plan assets at beginning of year	127.4	190.0	0.0	0.0
Actual return on plan assets	9.2	(46.1)	0.0	0.0
Employer contribution	1.9	0.9	0.8	0.7
Settlements	(1.1)	(1.0)	0.0	0.0
Currency translation	1.9	(5.6)	0.0	0.0
Benefits paid	(11.2)	(10.8)	(0.8)	(0.7)
Fair value of plan assets at end of year	128.1	127.4	0.0	0.0
Funded status of the plan	\$ (26.2)	\$ (29.6)	\$ (6.2)	\$ (6.0)

In 2023, the net actuarial gain of \$2.1 million is due principally to an update to census data and mortality projections, partially offset by the decrease of 15 basis points in the discount rate used to measure the benefit obligation as of December 31, 2023 compared to the prior year. The actual return on plan assets was positive in 2023 primarily due to investment gains of \$6.7 million in the US defined benefit pension plan and the revaluation increase of \$2.3 million in the bulk annuity insurance policy related to our defined benefit pension plan in the United Kingdom. As of December 31, 2023, the fair value of the bulk annuity insurance policy of \$33.4 million is based on the calculated pension benefit obligation and is classified as Level 3 within the fair value hierarchy. As the calculated pension benefit obligation increased due to a decrease in the discount rate, there was a commensurate increase in the value of the bulk annuity insurance policy.

We are evaluating the termination of our US qualified pension plan and are targeting the potential completion of this effort in the fourth quarter 2024. We estimate that a termination will require additional cash funding of \$25 million and will result in an estimated settlement loss of \$40 million, before tax, subject to changes to certain assumptions including the discount rate.

With respect to our defined benefit pension plan in the United Kingdom, during 2021, we entered into a buy-in bulk annuity insurance policy in exchange for a premium payment of \$67.8 million, which is subject to adjustment as a result of subsequent data cleansing activities. This pension plan has a benefit obligation of \$34.3 million and plan assets of \$33.7 million as of December 31, 2023. Under the terms of this buy-in insurance policy, the insurer is liable to pay the benefits of our defined benefit pension plan in the United Kingdom, but the plan still retains full legal responsibility to pay the benefits to the members of the plan using the insurance payments. The buy-in policy will be treated as a plan asset going forward until such time as the buy-in policy is converted to a buy-out policy, which is when individual insurance policies will be assigned to each member of the plan, and the plan will no longer have legal responsibility to pay the benefits to the members. The data cleansing effort has been substantially completed, and we expect to recognize a pre-tax pension settlement loss of approximately \$20 million upon the pension obligation becoming irrevocably settled.

The timing of the conversion to a buy-out policy may be impacted by a ruling from the High Court of Justice in the United Kingdom in the case of *Virgin Media Limited v NTL Pension Trustees II Limited and Others* related to obtaining an actuarial confirmation for certain amendments to UK pension plans. In our case, this ruling may render invalid a plan amendment we adopted in 2003 regarding a prospective change in the pension accrual rate. This ruling is currently under appeal, and until there is clarification on what constitutes a valid actuarial confirmation, the conversion to a buy-out policy may be delayed.

## Plan Data

	Year Ended December 31,	
	Pension Benefits	
	2023	2022
<i>(Dollars in millions)</i>		
Pension plans with projected benefit obligations in excess of plan assets:		
Benefit obligation	\$ 152.6	\$ 154.4
Fair value of plan assets	125.8	124.2
Pension plans with accumulated benefit obligations in excess of plan assets:		
Accumulated benefit obligation	\$ 152.4	\$ 154.2
Fair value of plan assets	125.8	124.2

The measurement date for all pension and post-retirement assets and obligations is December 31 for each respective year.

The accumulated benefit obligation for all defined benefit pension plans as of December 31, 2023 and December 31, 2022 was \$154.1 million and \$156.8 million, respectively.

*Expected Contributions for the 2024 Fiscal Year*

Our expected contributions for 2024 are estimated to be \$7.6 million for pension plans and \$0.6 million for other benefit plans.

*Projected Benefit Payments*

Benefit payments for pension benefits, which are primarily funded by the pension plan assets, and other benefits, which are funded by general corporate assets, are expected to be paid as follows:

	Pension Benefits	Other Benefits
<i>(Dollars in millions)</i>		
2024	\$ 11.4	\$ 0.5
2025	11.8	0.5
2026	11.3	0.5
2027	11.2	0.5
2028	11.5	0.5
Next five years	57.3	2.4

*Weighted-Average Assumptions*

	Pension Benefits		December 31,	
	2023	2022	2023	2022
Discount rate	5.27 %	5.42 %	5.50 %	5.58 %
Expected return on plan assets	5.62	4.65		
Rate of compensation increase	3.28	3.13		
Initial medical trend rate			5.40	5.40

*Basis for the Selection of the Long-Term Rate of Return on Assets*

The long-term rate of return on assets assumption was determined by using the plan's asset allocation as described in the plan's investment policy and modeling a distribution of compound average returns over a time horizon. The model uses asset class return, variance, and correlation assumptions to produce the expected return. The return assumptions used forward-looking gross returns influenced by the current bond yields, corporate bond spreads and equity risk premiums based on current market conditions.

In general, the long-term rate of return is the sum of the portion of total assets in each asset class multiplied by the expected return for that class, adjusted for expected expenses to be paid from the assets. To develop the expected long-term rate of return on assets assumption, we considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio.

### Investment Strategy

The weighted average asset allocation for our pension plans by asset category is as follows:

	December 31,	
	2023	2022
Debt securities	72 %	52 %
Equity securities	0	20
Other	28	28
	100 %	100 %

Our investment strategy for our pension plans is to maintain an adequate level of diversification, to reduce interest rate and market risk and to provide adequate liquidity to meet immediate and future benefit payment requirements. We utilize investment managers to assist in identifying and monitoring investments that meet these allocation criteria. Our overall investment strategy for the U.S. qualified pension plan is to preserve capital as we evaluate our ability to terminate this plan and annuitize and irrevocably transfer this pension liability to a third party insurance company. Accordingly, by the end of 2023, all U.S. pension assets were transferred to income-generating assets in order to reduce investment return volatility.

As previously discussed, we entered into a buy-in bulk annuity insurance policy with respect to our defined benefit plan in the United Kingdom in anticipation of irrevocably transferring this pension liability to a third party insurance company.

All assets are invested in pooled or commingled investment vehicles with the exception of the insurance annuity contract. Our interest in these investment vehicles is expressed as a unit of account with a value per unit that is the result of the accumulated values of the underlying investments. Equity securities held within these investment vehicles are typically priced on a daily basis using the closing market price from the exchange through which the security is traded. Debt securities held within these investment vehicles are typically priced on a daily basis by independent pricing services. Certain investments are valued using the net asset value (NAV) practical expedient and have not been categorized in the fair value hierarchy but are included to reconcile the fair value hierarchy to the total fair value of plan assets. The fair value of real estate investments is either priced through a listing on an exchange or is subject to periodic appraisals.

The following tables set forth by level, our pension plan assets at fair value, within the fair value hierarchy:

	December 31, 2023						
	Quoted prices in active markets for identical assets (Level 1)		Significant observable inputs (Level 2)		Significant unobservable inputs (Level 3)		Total
<i>(Dollars in millions)</i>							
U.S. equity securities	\$	0.0	\$	0.1	\$	0.0	\$ 0.1
International equity securities		0.0		0.4		0.0	0.4
U.S. debt securities		0.0		0.3		0.0	0.3
International debt securities		0.0		0.8		0.0	0.8
Insurance annuity contract and other investments		0.0		0.4		33.4	33.8
Cash and cash equivalents		0.0		1.5		0.0	1.5
	\$	0.0	\$	3.5	\$	33.4	\$ 36.9
Investments measured at NAV <sup>(1)</sup>							91.2
<b>Total assets at fair value</b>					\$		<b>128.1</b>

<sup>(1)</sup> The fair value amounts presented in the table above are intended to permit reconciliations of the fair value hierarchy to the total plan assets.

December 31, 2022

	Quoted prices in active markets for identical assets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
<i>(Dollars in millions)</i>				
U.S. equity securities	\$ 0.0	\$ 4.9	\$ 0.0	\$ 4.9
International equity securities	0.0	11.1	0.0	11.1
U.S. debt securities	0.0	39.2	0.0	39.2
International debt securities	0.0	2.6	0.0	2.6
Other investments	0.0	0.5	31.5	32.0
Cash and cash equivalents	0.0	1.6	0.0	1.6
	\$ 0.0	\$ 59.9	\$ 31.5	\$ 91.4
Investments measured at NAV <sup>(1)</sup>				36.0
<b>Total assets at fair value</b>			\$	<b>127.4</b>

<sup>(1)</sup> The fair value amounts presented in the table above are intended to permit reconciliations of the fair value hierarchy to the total plan assets.

### Incentive Plan

We have short-term management incentive plans that pay cash bonuses if certain company performance goals are met. Expenses incurred for these plans were \$17.4 million in 2023, \$12.6 million in 2022 and \$14.9 million in 2021.

### 15. Debt

	Weighted Average Interest Rate	Maturity	December 31,	
			2023	2022
<i>(Dollars in millions)</i>				
Credit Facility	7.39 %	2027	\$ 461.4	\$ 325.3
Term Loan B	7.56 %	2030	388.0	0.0
Senior Notes due 2025	-	-	0.0	500.0
Total debt			849.4	825.3
Less short-term debt and current maturities of long-term debt			5.0	0.0
Less unamortized debt issuance costs			9.0	7.6
Long-term debt			\$ 835.4	\$ 817.7

Unamortized debt issuance costs presented above are included as a deduction from the carrying amount of long-term debt.

### Credit Facility

We have a credit agreement (the Credit Facility) with a consortium of banks. The Credit Facility provides for an \$800.0 million revolving credit facility, a \$50.0 million swingline facility and provides for the ability to incur one or more uncommitted incremental revolving or term loan facilities in an aggregate amount of at least \$730.0 million, subject to applicable financial covenants. The interest rate on the Credit Facility is variable and may be based on the Secured Overnight Financing Rate (SOFR), which is the applicable benchmark for current borrowings, or an alternative benchmark depending on the borrowing type.

Borrowings under the Credit Facility are secured by a first priority lien on substantially all of the assets (excluding real property and other customary assets) of Koppers Inc., Koppers Holdings Inc. and our material domestic subsidiaries. The Credit Facility contains certain covenants that may limit Koppers Inc. and its restricted subsidiaries from taking certain actions. These limitations include, among others, restrictions on additional indebtedness, liens, dividends, investments, acquisitions, certain distributions, asset sales, transactions with affiliates and modifications to material documents, including organizational documents. In addition, such covenants may give rise to events of default upon the failure by Koppers Inc. and its restricted subsidiaries to meet certain financial ratios.

As of December 31, 2023, we had \$330.0 million of unused revolving credit availability for working capital purposes after restrictions from certain letter of credit commitments and other covenants. As of December 31, 2023, \$8.6 million of commitments were utilized by outstanding letters of credit. For the years ended December 31, 2023, 2022 and 2021, we incurred commitment fees of approximately 22, 22 and 25 basis points, respectively, on the undrawn portion of our credit facility to maintain credit availability.

*Term Loan B*

On April 10, 2023, we entered into Amendment No. 1 to the Credit Facility (Amendment No. 1), and on October 11, 2023, we entered into Amendment No. 2 to the Credit Facility (Amendment No. 2). Amendment No. 1 added a new class of senior secured term loans under the Credit Facility in an aggregate principal amount of \$400.0 million (the Term Loan B), among other modifications. The Term Loan B was issued at 97 percent of face value, resulting in \$388.0 million of net proceeds, before debt financing costs. The interest rate on the Term Loan B is variable and is based on, at our option, adjusted Term SOFR Rate or adjusted Daily Simple SOFR. Under Amendment No. 2, the interest rate margins applicable to adjusted Term SOFR Rate or adjusted Daily Simple SOFR loans are 3.50 percent with a floor of 0.50 percent.

Under Amendment No. 2, the principal balance of the Term Loan B is repayable in quarterly installments in an amount equal to 0.25 percent of the principal amount, commencing on January 1, 2024 and on the last business day of each quarterly period thereafter, with the balance due at maturity on April 10, 2030.

*Interest Rate Swaps*

See Note 5 – Derivative Financial Instruments for discussion of the interest rate swap agreements, which effectively convert the variable rate to a fixed rate for a portion of our variable rate debt.

*Senior Notes due 2025*

Koppers Inc.'s \$500 million Senior Notes due 2025 (the 2025 Notes) were unsecured senior obligations of Koppers Inc. and were guaranteed by Koppers Holdings Inc. and certain of Koppers Inc.'s domestic subsidiaries.

On April 11, 2023, we used the proceeds from the Term Loan B, cash on hand and available borrowing capacity under our existing Credit Facility to redeem all of the outstanding 2025 Notes at face value and to pay any fees and expenses incurred in connection with the issuance of the Term Loan B and the redemption of the 2025 Notes.

*Debt Maturities*

At December 31, 2023, the aggregate debt maturities for the next five years are as follows:

<i>(Dollars in millions)</i>	
2024	\$ 5.0
2025	4.0
2026	4.0
2027	465.4
2028	4.0
Thereafter	378.0
Total principal debt	860.4
Less unamortized discount	11.0
Total debt	\$ 849.4

## 16. Leases

We recognize lease obligations and associated right-of-use assets for existing non-cancelable leases. We have non-cancelable operating leases primarily associated with railcars, office and manufacturing facilities, storage tanks, ships, production equipment and vehicles. Many of our leases include both lease (e.g., fixed rent) and non-lease components (e.g., maintenance and services). For certain significant asset classes such as railcars, storage tanks, ships and vehicles, we have separated the lease and non-lease components based on the estimated stand-alone price for each component. For the remaining asset classes, we have elected to account for these components as a single lease component. In addition, we exclude leases expiring within twelve months from balance sheet recognition.

Many of our leases include one or more options to renew. We evaluate renewal options at the lease commencement date and regularly thereafter to determine if we are reasonably certain to exercise the option, in which case we include the renewal period in our lease term. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on information available to determine the present value of the lease payments.

Lease expense for operating leases is recognized on a straight-line basis over the lease term. Variable lease expense is recognized in the period in which the obligation for those payments is incurred.

The following table presents operating lease costs, variable lease costs and supplemental cash flow information:

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
Operating lease costs	\$ 28.7	\$ 29.3	\$ 30.2
Variable lease costs	4.0	3.3	3.3
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash outflow from operating leases	\$ 39.5	\$ 29.3	\$ 30.5

The following table presents information about the amount and timing of cash flows arising from our operating leases as of December 31, 2023:

<i>(Dollars in millions)</i>	
2024	\$ 28.2
2025	22.8
2026	17.7
2027	14.7
2028	11.7
Thereafter	12.5
Total lease payments	\$ 107.6
Less: Interest	(17.3)
Present value of lease liabilities	\$ 90.3

Supplemental consolidated balance sheet information related to leases is as follows:

	December 31,	
	2023	2022
Weighted average remaining lease term, in years	5.0	5.6
Weighted average discount rate	6.8%	7.2%

## 17. Commitments and Contingent Liabilities

We are involved in litigation and various proceedings relating to environmental laws and regulations, product liability and other matters. Certain of these matters are discussed below. The ultimate resolution of these contingencies is subject to significant uncertainty and should we fail to prevail in any of these legal matters or should several of these legal matters be resolved against us in the same reporting period, these legal matters could, individually or in the aggregate, be material to the consolidated financial statements.

### *Legal Proceedings*

**Coal Tar Pitch Cases.** Koppers Inc. is one of several defendants in lawsuits filed in two states in which the plaintiffs claim they suffered a variety of illnesses (including cancer) as a result of exposure to coal tar pitch sold by the defendants. There were 51 plaintiffs in 27 cases pending as of December 31, 2023, which is unchanged from December 31, 2022. As of December 31, 2023, there were 26 cases pending in the Court of Common Pleas of Allegheny County, Pennsylvania, and one case pending in the Circuit Court of Knox County, Tennessee.

The plaintiffs in all 27 pending cases seek to recover compensatory damages. Plaintiffs in 24 of those cases also seek to recover punitive damages. The plaintiffs in the 26 cases filed in Pennsylvania seek unspecified damages in excess of the court's minimum jurisdictional limit. The plaintiff in the Tennessee state court case seeks damages of \$15.0 million. The other defendants in these lawsuits vary from case to case and include companies such as Beazer East, Inc. (Beazer East), Honeywell International Inc., Graftech International Holdings, UCAR Carbon Company, Inc., and SGL Carbon Corporation. Discovery is proceeding in these cases. No trial dates have been set in any of these cases.

We have not provided a reserve for the coal tar pitch lawsuits because, at this time, we cannot reasonably determine the probability of a loss, and the amount of loss, if any, cannot be reasonably estimated. The timing of resolution of these cases cannot be reasonably determined. Although Koppers Inc. is vigorously defending these cases, an unfavorable resolution of these matters may have a material adverse effect on our business, financial condition, cash flows and results of operations.

### *Environmental and Other Litigation Matters*

We are subject to federal, state, local and foreign laws and regulations and potential liabilities relating to the protection of the environment and human health and safety including, among other things, the cleanup of contaminated sites, the treatment, storage and disposal of wastes, the discharge of effluent into waterways, the emission of substances into the air and various health and safety matters. We expect to incur substantial costs for ongoing compliance with such laws and regulations. We may also face governmental or third-party claims, or otherwise incur costs, relating to cleanup of, or for injuries resulting from, contamination at sites associated with past and present operations. We accrue for environmental liabilities when a determination can be made that a liability is probable and reasonably estimable.

***Environmental and Other Liabilities Retained or Assumed by Others.*** We have agreements with former owners of certain of our operating locations under which the former owners retained, assumed and/or agreed to indemnify us against certain environmental and other liabilities. The most significant of these agreements was entered into at Koppers Inc.'s formation on December 29, 1988 (the Acquisition). Under the related asset purchase agreement between Koppers Inc. and Beazer East, subject to certain limitations, Beazer East retained the responsibility for and agreed to indemnify Koppers Inc. against certain liabilities, damages, losses and costs, including, with certain limited exceptions, liabilities under and costs to comply with environmental laws to the extent attributable to acts or omissions occurring prior to the Acquisition and liabilities related to products sold by Beazer East prior to the Acquisition (the Indemnity). Beazer Limited, the parent company of Beazer East, unconditionally guaranteed Beazer East's performance of the Indemnity pursuant to a guarantee.

The Indemnity provides different mechanisms, subject to certain limitations, by which Beazer East is obligated to indemnify Koppers Inc. with regard to certain environmental, product and other liabilities and imposes certain conditions on Koppers Inc. before receiving such indemnification, including, in some cases, certain limitations regarding the time period as to which claims for indemnification can be brought. In July 2004, Koppers Inc. and Beazer East agreed to amend the environmental indemnification provisions of the December 29, 1988 asset purchase agreement to extend the indemnification period for pre-closing environmental liabilities, subject to the following paragraph, and agreed to share toxic tort litigation defense arising from any sites acquired from Beazer East.

Qualified expenditures under the Indemnity are not subject to a monetary limit. Qualified expenditures under the Indemnity include (i) environmental cleanup liabilities required by third parties, such as investigation, remediation and closure costs, relating to pre-December 29, 1988 (Pre-Closing) acts or omissions of Beazer East or its predecessors; (ii) environmental claims by third parties for personal injuries, property damages and natural resources damages relating to Pre-Closing acts or omissions of Beazer East or its predecessors; (iii) punitive damages for the acts or omissions of Beazer East and its predecessors without regard to the date of the alleged conduct and (iv) product liability claims for products sold by Beazer East or its predecessors without regard to the date of the alleged conduct. The indemnification period ended July 14, 2019 (the Claim Deadline), and Beazer East may now tender certain third-party claims described in sections (i) and (ii) above to Koppers Inc. However, to the extent the third-party claims described in sections (i) and (ii) above were tendered to Beazer East by the Claim Deadline, Beazer East will continue to be required to pay the costs arising from such claims under the Indemnity. Furthermore, the Claim Deadline did not change the provisions of the Indemnity with respect to indemnification for non-environmental claims, such as product liability claims, which claims may continue to be tendered by Koppers Inc. to Beazer East.

The Indemnity provides for the resolution of issues between Koppers Inc. and Beazer East by an arbitrator on an expedited basis upon the request of either party. The arbitrator could be asked, among other things, to make a determination regarding the allocation of environmental responsibilities between Koppers Inc. and Beazer East. Arbitration decisions under the Indemnity are final and binding on the parties.

Contamination has been identified at most manufacturing and other sites of our subsidiaries. One site currently owned and operated by Koppers Inc. in the United States is listed on the National Priorities List promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA). Currently, at the properties acquired from Beazer East, which includes the National Priorities List site and all but one of the sites permitted under the Resource Conservation and Recovery Act (RCRA), a significant portion of all investigative, cleanup and closure activities are being conducted and paid for by Beazer East pursuant to the terms of the Indemnity. In addition, other of Koppers Inc.'s sites are or have been operated under RCRA and various other environmental permits, and remedial and closure activities are being conducted at some of these sites.

To date, the parties that retained, assumed and/or agreed to indemnify us against the liabilities referred to above, including Beazer East, have performed their obligations in all material respects. Periodically, issues have arisen between Koppers Inc. and Beazer East and/or other indemnitors that have been resolved without arbitration. Koppers Inc. and Beazer East engage in discussions from time to time that involve, among other things, the allocation of environmental costs related to certain operating and closed facilities.

If for any reason (including disputed coverage or financial incapability) one or more of such parties fail to perform their obligations and we are held liable for or otherwise required to pay all or part of such liabilities without reimbursement, the imposition of such liabilities on us could have a material adverse effect on our business, financial condition, cash flows and results of operations. Furthermore, we could be required to record a contingent liability on our balance sheet with respect to such matters, which could result in a negative impact to our business, financial condition, cash flows and results of operations.

**Domestic Environmental Matters.** Koppers Inc. has been named as one of the potentially responsible parties (PRPs) at the Portland Harbor CERCLA site located on the Willamette River in Oregon. Koppers Inc. operated a coal tar pitch terminal near the site. Koppers Inc. has responded to an EPA information request and has executed a PRP agreement which outlines a private process to develop an allocation of past and future costs among more than 80 parties to the site. Koppers Inc. believes it is a *de minimis* contributor at the site.

The EPA issued its Record of Decision (ROD) in January 2017 for the Portland Harbor CERCLA site. The selected remedy includes a combination of sediment removal, capping, enhanced and monitored natural recovery and riverbank improvements. The ROD does not determine who is responsible for remediation costs. At that time, the net present value and undiscounted costs of the selected remedy as estimated in the ROD are approximately \$1.1 billion and \$1.7 billion, respectively. These costs will likely increase given the remedy will not be implemented for several years. Responsibility for implementing and funding that work will be decided in the separate private allocation process which is ongoing.

Additionally, Koppers Inc. is involved in two separate matters involving natural resource damages at the Portland Harbor site. One matter involves claims by the trustees to recover damages based upon an assessment of damages to natural resources caused by the releases of hazardous substances to the Willamette River. The assessment serves as the foundation to estimate liabilities for settlements of natural resource damages claims or litigation to recover from those who do not settle with the trustee groups. Koppers Inc. has been engaged in a process to resolve its natural resource damage liabilities for the assessment area. A second matter involves a lawsuit filed in January 2017 by the Yakama Nation in Oregon federal court. Yakama Nation seeks recovery for response costs and the costs of assessing injury to natural resources to waterways beyond the current assessment area. Following the most recent court rulings, the Yakama Nation case has been stayed pending completion of the private allocation process for the Portland Harbor CERCLA site.

In September 2009, Koppers Inc. received a general notice letter notifying it that it may be a PRP at the Newark Bay CERCLA site. In January 2010, Koppers Inc. submitted a response to the general notice letter asserting that Koppers Inc. is a *de minimis* party at this site.

We have accrued the estimated costs of participating in the PRP group at the Portland Harbor and Newark Bay CERCLA sites and estimated *de minimis* contributor settlement amounts at the sites totaling \$3.9 million as of December 31, 2023. The actual cost could be materially higher as there has not been a determination of how those costs will be allocated among the PRPs at the sites. Accordingly, an unfavorable resolution of these matters may have a material adverse effect on our business, financial condition, cash flows and results of operations.

There are two plant sites related to the Performance Chemicals business and one plant site related to the Utility and Industrial Products business in the United States where we have recorded environmental remediation liabilities for soil and groundwater contamination that occurred prior to our acquisition of the businesses. As of December 31, 2023, our estimated environmental remediation liability for these sites totals \$3.8 million.

**Foreign Environmental Matters.** There is one plant site related to the Performance Chemicals business located in Australia where we have recorded an environmental remediation liability for soil and groundwater contamination which occurred prior to the acquisition of the business. As of December 31, 2023, our estimated environmental remediation liability for the acquired site totals \$1.3 million.

**Environmental Reserves Rollforward.** The following table reflects changes in the accrual for environmental remediation. A total of \$2.2 million and \$2.5 million are classified as current liabilities as of December 31, 2023 and December 31, 2022, respectively:

	December 31,	
	2023	2022
<i>(Dollars in millions)</i>		
Balance at beginning of year	\$ 10.9	\$ 10.7
Expense	0.2	1.6
Cash expenditures	(0.4)	(1.1)
Currency translation	(0.1)	(0.3)
Balance at end of year	\$ 10.6	\$ 10.9

**18. Subsequent Events**

On February 27, 2024, we signed an agreement to acquire substantially all of the assets of Brown Wood Preserving Company, Inc. and certain of its affiliates (Brown Wood) for approximately \$100 million in cash. Brown Wood is a utility pole treating business with principal operating locations in Alabama and Mississippi. We plan to finance the purchase with cash and available borrowings under our Credit Facility. The parties expect the transaction to close in the second quarter of 2024, subject to satisfaction of customary closing conditions.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES***(a) Evaluation of Disclosure Controls and Procedures*

The Company's management, with the participation of the Chief Executive Officer and Chief Financial Officer and utilizing the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control – Integrated Framework (2013), has evaluated the effectiveness of the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these controls and procedures were effective as of the end of the period covered by this report.

*(b) Changes in Internal Control Over Financial Reporting*

There was no change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

See Management Report on page 38 for management's annual report on internal control over financial reporting. See Report of Independent Registered Public Accounting Firm on page 39 for KPMG LLP's attestation report on internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

On December 20, 2023, Leslie S. Hyde, Senior Vice President and Chief Sustainability Officer (an officer of the Company as defined in Rule 16a-1(f) of the Securities and Exchange Act of 1934), adopted a trading plan (the Plan) intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Securities Exchange Act of 1934. The Plan provides for the exercise of 7,962 options (granted on March 6, 2019 and set to expire on March 5, 2029) and 14,441 options (granted on March 3, 2020 and set to expire on March 2, 2030) to purchase shares of the Company's stock and the subsequent sale of the shares received from the exercise of such options. The Plan will commence on March 21, 2024, and terminate on the earlier of (i) November 29, 2024, (ii) the execution of all trades contemplated by the Plan, or (iii) the valid exercise of termination rights under the Plan by either Leslie S. Hyde or the broker of the Plan.

During the three months ended December 31, 2023, none of our other directors or executive officers adopted or terminated any Rule 10b5-1 trading arrangement or any non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-X).

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

**PART III****ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by Item 401 of Regulation S-K with respect to directors is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders (the Proxy Statement) which we will file with the Securities and Exchange Commission, pursuant to Regulation 14A, not later than 120 days after the end of our fiscal year under the caption Proxy Item 1 – Proposal for Election of Directors and is incorporated herein by reference.

The information required by this item concerning our executive officers is incorporated by reference herein from Part I of this report under Information About Our Executive Officers.

The information required by Item 405 of Regulation S-K, if disclosure is required thereunder, is included in the Proxy Statement under the caption General Matters – Delinquent Section 16(a) Reports and is incorporated herein by reference.

The information required by Item 407(d)(4) and Item 407(d)(5) of Regulation S-K is included in the Proxy Statement under the caption Proxy Item 1 – Proposal for Election of Directors – Board Meetings and Committees and is incorporated herein by reference.

The audit committee and our board have approved and adopted a Code of Conduct for all directors, officers and employees and a Code of Ethics Applicable to Senior Officers, copies of which are available on our website at [www.koppers.com](http://www.koppers.com) and upon written request by our shareholders at no cost. Requests should be sent to Koppers Holdings Inc., Attention: Corporate Secretary's Office, 436 Seventh Avenue, Suite 1550, Pittsburgh, Pennsylvania 15219. We will describe the date and nature of any amendment to our Code of Conduct or Code of Ethics Applicable to Senior Officers or any waiver (implicit or explicit) from a provision of our Code of Conduct or Code of Ethics Applicable to Senior Officers within four business days following the date of the amendment or waiver on our Internet website at [www.koppers.com](http://www.koppers.com). We do not intend to incorporate the contents of our website into this report.

#### ITEM 11. EXECUTIVE COMPENSATION

The information required by Item 11 is contained in the Proxy Statement under the captions Executive and Director Compensation and Corporate Governance Matters – Committee Reports to Shareholders – Management Development and Compensation Committee Report and is incorporated herein by reference.

#### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by Item 12 is contained in the Proxy Statement under the caption Common Stock Ownership and is incorporated herein by reference.

The following table provides information as of December 31, 2023, regarding the number of shares of our common stock that may be issued under our 2020 Long Term Incentive Plan:

Plan Category:	<i>Number of securities to be issued upon exercise of outstanding options, warrants and rights<sup>(1)</sup></i>	<i>Weighted average exercise price of outstanding options, warrants and rights<sup>(2)</sup></i>	<i>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in first column)</i>
Equity compensation plans approved by security holders	1,818,970	\$ 27.51	1,256,139
Equity compensation plans not approved by security holders	0	0.00	0
<b>Total</b>	<b>1,818,970</b>	<b>\$ 27.51</b>	<b>1,256,139</b>

(1) Includes shares of our common stock that may be issued pursuant to outstanding options, time-based restricted stock units (RSUs) and performance-based RSUs awarded under our 2020 Long-Term Incentive Plan.

(2) Does not reflect time-based RSUs and performance-based RSUs included in the first column, which do not have an exercise price.

#### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by Item 13 is contained in the Proxy Statement under the captions Transactions with Related Persons and Corporate Governance Matters – Director Independence and is incorporated herein by reference.

#### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Auditor Name: KPMG LLP

Auditor Location: Pittsburgh, Pennsylvania (US Firm)

Auditor Firm ID: PCAOB ID 185

All other information required by Item 14 is contained in the Proxy Statement under the caption Auditors and is incorporated herein by reference.

**PART IV****ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES****(a) 1. Financial Statements**

Financial statements filed as part of this report are included in Item 8 – Financial Statements and Supplementary Data as listed on the index on page 37.

**(a) 2. Financial Statement Schedules**

Schedule II – Valuation and Qualifying Accounts and Reserves is included on page 76. All other schedules are omitted, because they are not applicable or the required information is contained in the applicable financial statements or notes thereto.

**(a) 3. Exhibits****EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Incorporation by Reference</u>
3.1	<a href="#">Amended and Restated Articles of Incorporation of the Company, as amended on August 3, 2023</a>	Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on November 3, 2023 (Commission File No. 001-32737).
3.2	<a href="#">Third Amended and Restated Bylaws of the Company, as adopted on August 2, 2023</a>	Exhibit 3.2 to the Company's Current Report on Form 8-K filed on August 3, 2023 (Commission File No. 001-32737).
10.1	Asset Purchase Agreement by and between Koppers Inc. and Koppers Company, Inc., dated as of December 28, 1988	Respective exhibits to the Koppers Inc. Prospectus filed on February 7, 1994. (P)
10.2	Asset Purchase Agreement Guarantee provided by Beazer PLC, dated as of December 28, 1988	Respective exhibits to the Koppers Inc. Prospectus filed on February 7, 1994. (P)
10.3*	Koppers Industries, Inc. Non-contributory Long Term Disability Plan for Salaried Employees	Respective exhibits to the Koppers Inc. Prospectus filed on February 7, 1994 pursuant to Rule 424(b) of the Securities Act of 1933, as amended, in connection with the offering of the 8 1 / 2 % Senior Notes due 2004. (P)
10.4*	Koppers Industries, Inc. Survivor Benefit Plan	Respective exhibits to the Koppers Inc. Prospectus filed on February 7, 1994 pursuant to Rule 424(b) of the Securities Act of 1933, as amended, in connection with the offering of the 8 1 / 2 % Senior Notes due 2004. (P)
10.5	<a href="#">Amendment and Restatement to Article VII of the Asset Purchase Agreement by and between Koppers Inc. and Beazer East, Inc., dated July 15, 2004</a>	Exhibit 10.33 to the Koppers Inc. Quarterly Report on Form 10-Q filed on August 6, 2004 (Commission File No. 001-12716).
10.6	<a href="#">Agreement and Plan of Merger dated as of November 18, 2004, by and among Koppers Inc., Merger Sub for KI Inc. and Koppers Holdings Inc. (f/k/a KI Holdings Inc.)</a>	Exhibit 10.34 to the Company's Registration Statement on Form S-4 filed on February 14, 2005 (Registration No. 333-122810).
10.7*	<a href="#">Koppers Holdings Inc. 2005 Long Term Incentive Plan, as Amended and Restated effective March 24, 2016</a>	Appendix A to the Company's Definitive Proxy Statement for its 2016 Annual Meeting of Shareholders filed on April 5, 2016 (Commission File No. 001-32737).
10.8*	<a href="#">Koppers Holdings Inc. Benefit Restoration Plan</a>	Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2007 (Commission File No. 001-32737).

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Incorporation by Reference</u>
10.9*	<a href="#">Koppers Inc. Supplemental Executive Retirement Plan I</a>	Exhibit 10.53 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008 filed on February 20, 2009 (Commission File No. 001-32737).
10.10*	<a href="#">Koppers Inc. Supplemental Executive Retirement Plan II, as amended and restated</a>	Exhibit 10.93 to the Company's Quarterly Report on Form 10-Q filed on August 7, 2014 (Commission File No. 001-32737).
10.11*	<a href="#">Amendment to Koppers Holdings Inc. Benefit Restoration Plan effective as of January 1, 2009</a>	Exhibit 10.57 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008 filed on February 20, 2009 (Commission File No. 001-32737).
10.12*	<a href="#">Notice of Grant of Stock Option</a>	Exhibit 10.64 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012 filed on February 25, 2013 (Commission File No. 001-32737).
10.13*	<a href="#">Koppers Annual Incentive Plan, as amended January 25, 2016</a>	Exhibit 10.97 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015 filed on February 29, 2016 (Commission File No. 001-32737).
10.14*	<a href="#">Notice of Grant of Stock Option</a>	Exhibit 10.100 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014 filed on March 2, 2015 (Commission File No. 001-32737).
10.15	<a href="#">Agreement and Plan of Merger, dated April 10, 2018, by and among Koppers Inc., Cox Industries, Inc., each of the Selling Shareholders party thereto, and the Shareholder Representative party thereto</a>	Exhibit 2.5 to the Company's Quarterly Report on Form 10-Q filed on May 3, 2018 (Commission File No. 001-32737).
10.16*	<a href="#">Koppers Holdings Inc. 2018 Long Term Incentive Plan</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 3, 2018 (Commission File No. 001-32737).
10.17*	<a href="#">Form of Notice of Grant of Stock Option</a>	Exhibit 10.123 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2018 (Commission File No. 001-32737).
10.18*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Time Vesting</a>	Exhibit 10.38 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 filed on February 27, 2020 (Commission File No. 001-32737).
10.19*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Performance Vesting</a>	Exhibit 10.39 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 filed on February 27, 2020 (Commission File No. 001-32737).
10.20*	<a href="#">Form of Notice of Grant of Stock Option</a>	Exhibit 10.40 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 filed on February 27, 2020 (Commission File No. 001-32737).
10.21*	<a href="#">Koppers Holdings Inc. 2020 Long Term Incentive Plan</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 7, 2020 (Commission File No. 001-32737).

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Incorporation by Reference</u>
10.22*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Time Vesting</a>	Exhibit 10.40 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020 filed on February 24, 2021 (Commission File No. 001-32737).
10.23*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Performance Vesting</a>	Exhibit 10.41 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020 filed on February 24, 2021 (Commission File No. 001-32737).
10.24*	<a href="#">Form of Notice of Grant of Stock Option</a>	Exhibit 10.42 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020 filed on February 24, 2021 (Commission File No. 001-32737).
10.25*	<a href="#">Amendment to the Koppers Holdings Inc. Benefit Restoration Plan</a>	Exhibit 10.44 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020 filed on February 24, 2021 (Commission File No. 001-32737).
10.26*	<a href="#">First Amendment to the Koppers Holdings Inc. 2020 Long Term Incentive Plan</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 7, 2021 (Commission File No. 001-32737).
10.27*	<a href="#">Amended and Restated Koppers Holdings Inc. Employee Stock Purchase Plan</a>	Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 7, 2021 (Commission File No. 001-32737).
10.28*	<a href="#">Form of Change in Control Agreement entered into as of March 1, 2021 between Koppers Holdings Inc. and the named Executive</a>	Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on May 7, 2021 (Commission File No. 001-32737).
10.29*	<a href="#">Koppers Holdings Inc. Director Deferred Compensation Plan</a>	Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 6, 2021 (Commission File No. 001-32737).
10.30*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Time Vesting</a>	Exhibit 10.49 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed on February 23, 2022 (Commission File No. 001-32737).
10.31*	<a href="#">Form of Restricted Stock Unit Issuance Agreement – Performance Vesting</a>	Exhibit 10.50 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed on February 23, 2022 (Commission File No. 001-32737).
10.32*	<a href="#">Form of Notice of Grant of Stock Option</a>	Exhibit 10.51 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed on February 23, 2022 (Commission File No. 001-32737).
10.33	<a href="#">Credit Agreement, dated as of June 17, 2022, by and among Koppers Inc., as Borrower, Koppers Holdings Inc., as Holdings, the Lenders and L/C Issuers party thereto, PNC Bank, National Association, as Revolving Administrative Agent, Collateral Agent and Swingline Loan Lender, and Wells Fargo Bank, National Association, as Term Administrative Agent</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 21, 2022 (Commission File No. 001-32737).
10.34*	<a href="#">Koppers Holdings Inc. Director Deferred Compensation Plan, as amended and restated effective August 3, 2022</a>	Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on November 4, 2022 (Commission File No. 001-32737).

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Incorporation by Reference</u>
10.35*	<a href="#">Form of Restricted Stock Unit Issuance Agreement - Time Vesting</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 13, 2022 (Commission File No. 001-32737).
10.36*	<a href="#">Form of Restricted Stock Unit Issuance Agreement - EBITDA Performance Vesting</a>	Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 13, 2022 (Commission File No. 001-32737).
10.37*	<a href="#">Form of Restricted Stock Unit Issuance Agreement - TSR Performance Vesting</a>	Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 13, 2022 (Commission File No. 001-32737).
10.38*	<a href="#">Form of Restricted Stock Unit Issuance Agreement Non-Employee Director - Time Vesting</a>	Exhibit 10.38 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023 filed on February 27, 2023 (Commission File No. 001-32737).
10.39	<a href="#">Amendment No. 1, dated as of April 10, 2023, to the Credit Agreement, dated as of June 17, 2022, by and among Koppers Inc., as Borrower, Koppers Holdings Inc., as Holdings, the Lenders and L/C issuers party thereto, PNC Bank, National Association, as Revolving Administrative Agent, Collateral Agent and Swingline Loan Lender, and Wells Fargo Bank, National Association, as Term Administrative Agent</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 11, 2023 (Commission File No. 001-32737).
10.40*	<a href="#">Amendment to the Koppers Holdings Inc. Benefit Restoration Plan, effective as of May 1, 2023</a>	Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 3, 2023 (Commission File No. 001-32737).
10.41*	<a href="#">Form of Restricted Stock Unit Issuance Agreement Non-Employee Director - Time Vesting</a>	Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on August 3, 2023 (Commission File No. 001-32737).
10.42*	<a href="#">Amendment No. 2, dated as of October 11, 2023, to the Credit Agreement, dated as of June 17, 2022, by and among Koppers Inc., as Borrower, Koppers Holdings Inc., as Holdings, the Lenders and L/C issuers party thereto, PNC Bank, National Association, as Revolving Administrative Agent, Collateral Agent and Swingline Loan Lender, and Wells Fargo Bank, National Association, as Term Administrative Agent</a>	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 12, 2023 (Commission File No. 001-32737).
10.43* ***	<a href="#">Form of Restricted Stock Unit Issuance Agreement - Time Vesting</a>	
10.44* ***	<a href="#">Form of Restricted Stock Unit Issuance Agreement - EBITDA Performance Vesting</a>	
10.45* ***	<a href="#">Form of Restricted Stock Unit Issuance Agreement - TSR Performance Vesting</a>	
10.46* ***	<a href="#">Form of Restricted Stock Unit Issuance Agreement - Non-Employee Director - Time Vesting</a>	
21***	<a href="#">Subsidiaries of the Company.</a>	
23.1***	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>	
24***	<a href="#">Powers of Attorney.</a>	

<u>Exhibit No.</u>	<u>Exhibit</u>	<u>Incorporation by Reference</u>
31.1***	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a).</a>	
31.2***	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a).</a>	
32.1***	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 1350.</a>	
97***	<a href="#">Koppers Holdings Inc. Incentive-Based Compensation Recovery Policy.</a>	
101.INS***	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded with the Inline XBRL document	
101.SCH***	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents	
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	

\* Management Contract or Compensatory Plan.

\*\*\* Filed herewith.

(P) Paper exhibits

## ITEM 16. FORM 10-K SUMMARY

None.

KOPPERS HOLDINGS INC.

SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS

For the years ended December 31, 2023, 2022 and 2021

	<i>Balance at Beginning of Year</i>	<i>Increase (Decrease) to Expense</i>	<i>Net Write-offs</i>	<i>Currency Translation</i>	<i>Balance at End of Year</i>
<i>(Dollars in millions)</i>					
<b>2023</b>					
Allowance for doubtful accounts	\$ 3.5	\$ 3.2	\$ (0.2)	\$ 0.0	\$ 6.5
Deferred tax valuation allowance	\$ 43.8	\$ 0.3	\$ (1.1)	\$ 0.1	\$ 43.1
<b>2022</b>					
Allowance for doubtful accounts	\$ 3.3	\$ 0.3	\$ (0.1)	\$ 0.0	\$ 3.5
Deferred tax valuation allowance	\$ 44.5	\$ 0.9	\$ (0.9)	\$ (0.7)	\$ 43.8
<b>2021</b>					
Allowance for doubtful accounts	\$ 2.6	\$ 1.2	\$ (0.5)	\$ 0.0	\$ 3.3
Deferred tax valuation allowance	\$ 44.6	\$ 3.6	\$ (3.6)	\$ (0.1)	\$ 44.5

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, Koppers Holdings Inc. has duly caused this annual report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

KOPPERS HOLDINGS INC.

BY: /s/ JIMMI SUE SMITH

Jimmi Sue Smith  
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this annual report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

<i>Signature</i>	<i>Capacity</i>	<i>Date</i>
<u>/s/ LEROY M. BALL</u> Leroy M. Ball	Director and Chief Executive Officer (Principal Executive Officer)	February 28, 2024
<u>/s/ JIMMI SUE SMITH</u> Jimmi Sue Smith	Chief Financial Officer (Principal Financial Officer)	February 28, 2024
<u>/s/ BRADLEY A. PEARCE</u> Bradley A. Pearce	Chief Accounting Officer (Principal Accounting Officer)	February 28, 2024
Stephen R. Tritch	Director and Non-Executive Chairman of the Board	By <u>/s/ LEROY M. BALL</u> Leroy M. Ball <i>Attorney-in-Fact</i> February 28, 2024
Xudong Feng	Director	
Traci L. Jensen	Director	
David L. Motley	Director	
Albert J. Neupaver	Director	
Andrew D. Sandifer	Director	
Louis L. Testoni	Director	
Nishan J. Vartanian	Director	
Sonja M. Wilkerson	Director	

KOPPERS HOLDINGS INC.

RESTRICTED STOCK UNIT ISSUANCE AGREEMENT – TIME VESTING

RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Affiliate) and consultants who provide services to the Corporation (or any Affiliate).

B. Participant is to render valuable services to the Corporation (or an Affiliate), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation's issuance of shares of Common Stock to Participant under the Plan.

C. The award made by the Corporation pursuant to this Agreement is in consideration for the Participant's services to the Corporation and/or its Affiliates and acceptance of, and agreement to, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement.

D. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix A.

NOW, THEREFORE, it is hereby agreed as follows:

1. Grant of Restricted Stock Units. The Corporation hereby awards to Participant, as of the Award Date, Restricted Stock Units under the Plan. Each Restricted Stock Unit represents the right to receive one share of Common Stock on the specified issuance date following the vesting of that unit. The number of shares of Common Stock subject to the awarded Restricted Stock Units, the applicable vesting schedule for those shares, the date on which those vested shares shall become issuable to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

AWARD SUMMARY

Award Date: \_\_\_\_\_

Number of Shares Subject to Award: \_\_\_\_\_ shares of Common Stock (the "Shares")

Vesting Schedule: One-third (1/3) of the Shares shall vest upon Participant's completion of a consecutive twelve (12)-month period of Service ending on \_\_\_\_\_. One-third (1/3) of the Shares shall vest upon Participant's completion of a consecutive twenty-four (24)-month period of Service ending on \_\_\_\_\_. One-third (1/3) of the Shares shall vest upon Participant's completion of a consecutive thirty-six (36)-month period of Service ending on \_\_\_\_\_. However, one or more Shares may be subject to accelerated vesting in accordance with the provisions of Paragraph 5 of this Agreement.



Issuance Schedule:

The Shares in which Participant vests in accordance with the foregoing Vesting Schedule shall become issuable upon the Issue Date. Except to the extent otherwise specified in Paragraph 5, the "Issue Date" with respect to any Shares shall be the date on which such Shares become vested pursuant to such Vesting Schedule or otherwise. The actual issuance of the Shares shall be subject to the Corporation's collection of all applicable Withholding Taxes and shall be effected on the applicable Issue Date or as soon as administratively practicable thereafter, but in no event later than the close of the calendar year in which such Issue Date occurs or (if later) the fifteenth (15th) day of the third (3rd) calendar month following such Issue Date. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

Restrictive Covenants:

The Award is being made by the Corporation in consideration for the Participant's services to the Corporation and its Affiliates and acceptance of, and agreement to be bound by, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement, which acceptance and agreement shall be evidenced by the Participant's execution of this Agreement.

2. Limited Transferability. Prior to the actual issuance of the Shares which vest hereunder, Participant may not transfer any interest in the Award or the underlying Shares; provided, however, any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred pursuant to the provisions of Participant's will or the laws of inheritance or to Participant's designated beneficiary or beneficiaries of this Award. Participant may make a beneficiary designation for this Award at any time by filing the appropriate form with the Plan Administrator or its designee.

3. Cessation of Service. Except as otherwise provided in Paragraph 5 below, should Participant cease Service for any reason prior to vesting in one or more Shares subject to this Award, then the Award will be immediately cancelled with respect to those unvested Shares. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. Stockholder Rights and Dividend Equivalents

(a) The holder of this Award shall not have any stockholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares following their actual issuance upon the Corporation's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, should any stock dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then Participant shall automatically be credited with an additional number of Restricted Stock Units equal to the number of shares of Common Stock which would have been paid on the Shares (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) at the time subject to this Award had those Shares been actually issued and outstanding and entitled to that dividend. The additional Restricted Stock Units so

credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution.

(c) Notwithstanding the foregoing, should any cash dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then a special book account shall be established for Participant and credited with a dollar amount equal to the amount of that dividend paid per share multiplied by the number of Restricted Stock Units at the time subject to this Award (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) as of the record date for the dividend. No later than as of \_\_\_\_\_ each year following the Award Date and prior to the last vesting date and no later than as of the last vesting date (each such date a "Conversion Date"), each cash dividend amount credited to the special book account since the Award Date or the most recent prior Conversion Date, as applicable, shall be converted into a book entry of an additional number of Restricted Stock Units determined by dividing (i) such cash dividend equivalent amount by (ii) the average of the Fair Market Value per share of Common Stock on each of the dates during such period on which those dividends on the outstanding Common Stock were paid, rounded down to the nearest full share. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution.

5. Accelerated Vesting/Change in Control.

(a) Should Participant's Service terminate (i) by reason of his or her Early Retirement, death or Permanent Disability, or (ii) involuntarily after Participant has completed at least thirty (30) Years of Service other than in connection with a termination for Misconduct, in either case prior to the final vesting date set forth in Paragraph 1, then Participant shall immediately vest in an additional number of Shares (if any) equal to the number of Shares that were scheduled to be vested on the next applicable vesting date had Participant continued in Service through such next applicable vesting date, *multiplied by a fraction*, the numerator of which is the number of days of Service Participant completed between the prior applicable vesting date (or the Award Date, if applicable) and date of termination of Participant's Service, and the denominator of which is the total number of days from such prior applicable vesting date (or Award Date, if applicable) to such next applicable vesting date. The Issue Date with respect to such Shares shall be the date of such termination.

(b) Should the Participant's Service terminate by reason of his or her Normal Retirement prior to the final vesting date set forth in Paragraph 1, the Participant shall immediately vest in all otherwise unvested Shares if such termination occurs on or after the December 31 immediately following the Award Date. The Issue Date(s) with respect to such Shares shall be the date(s) on which such Shares would otherwise have become vested pursuant to the Vesting Schedule set forth in the Award Summary.

(c) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be assumed by the successor entity or otherwise continued in full force and effect or may be replaced with a cash retention program of the successor entity which

preserves the Fair Market Value of the unvested shares of Common Stock subject to the Award at the time of the Change in Control and provides for subsequent payout of that value in accordance with the same (or more favorable) vesting schedule in effect for the Award at the time of such Change in Control. In the event of such assumption or continuation of the Award or such replacement of the Award with a cash retention program, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control.

(d) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares subject to those units immediately prior to the Change in Control would have been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time. To the extent the actual holders of the outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or parent entity) may, in connection with the assumption or continuation of the Restricted Stock Units subject to the Award at that time, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in the Change in Control transaction, provided such common stock is readily tradable on an established U.S. securities exchange or market.

(e) If the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect or replaced with a cash retention program in accordance with Paragraph 5(a), then those units will vest immediately prior to the closing of the Change in Control. The Shares subject to those vested units, together with any other Shares in which Participant is at that time vested, will be issued on the Issue Date(s) triggered by the Change in Control (or otherwise converted into the right to receive the same consideration per share of Common Stock payable to the other stockholders of the Corporation in consummation of that Change in Control and distributed either (i) to the extent permitted by Treas. Reg. Section 1.409A-3(i)(5)(iv), at the same time as such stockholder payments, or (ii) to the extent not so permitted, at the Issue Date(s) that would otherwise have applied to the Shares, as set forth below), subject to the Corporation's collection of the applicable Withholding Taxes pursuant to the provisions of Paragraph 7. For purposes of this Paragraph 5(e), the Issue Date with respect to such Shares shall be the effective date of the Change in Control so long as it qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder. If it does not so qualify, the Issue Date(s) with respect to such Shares shall be the date(s) on which such Shares would otherwise have become vested pursuant to the Vesting Schedule set forth in the Award Summary.

(f) Upon an involuntary termination of Participant's Service for reasons other than Misconduct within twenty-four (24) months following a Change in Control transaction which does not otherwise result in the accelerated vesting of the Restricted Stock Units pursuant to the provisions of subparagraph (e) of this Paragraph 5, all unvested Restricted Stock Units hereunder shall immediately vest at that time. Any unvested cash account maintained on Participant's behalf pursuant to the cash retention program established in accordance with subparagraph (c) of this Paragraph 5 shall also vest at the time of such involuntary termination. The Issue Date for such vested Shares or cash shall be six months and one day after the date of termination (or, if earlier, the next following \_\_\_\_\_), so long as (i) the Change of Control qualifies as a "change in the ownership or effective control or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder, and (ii) the involuntary termination

of Participant's Service qualifies as a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations thereunder. If they do not so qualify the Issue Date(s) with respect to such Shares shall be the date(s) on which such Shares would otherwise have become vested pursuant to the Vesting Schedule set forth in the Award Summary.

(g) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(h) Nothing in this Paragraph 5 shall give the Corporation or any successor the right or discretion to change the time of issuance of Shares or payment of cash to the extent that such change would cause the Award to fail to comply with the requirements of Section 409A of the Code and this Paragraph 5 shall be interpreted accordingly.

6. Adjustment in Shares. In the event that the Plan Administrator determines that any dividend or other distribution (other than regular cash dividends), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Corporation, issuance of warrants or other rights to purchase shares or other securities of the Corporation, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Plan Administrator to be appropriate in order to prevent dilution or enlargement of the benefits intended to be made available under this Agreement, then the Plan Administrator shall, in such manner as it may deem equitable, adjust any or all of the number and type of shares (or other securities or property) subject to this Agreement, or, if the Plan Administrator deems it appropriate, make provision for a cash payment to the Participant.

7. Collection of Withholding Taxes.

(a) Upon the applicable Issue Date, the Corporation shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock, subject, however, to the Corporation's collection of the applicable Withholding Taxes.

(b) Until such time as the Corporation provides Participant with written or electronic notice to the contrary, the Corporation shall collect Withholding Taxes required to be withheld with respect to the vesting or issuance of the vested Shares hereunder (including shares attributable to the dividend equivalent rights provided under Paragraph 4) through an automatic share withholding procedure pursuant to which the Corporation will withhold, at the time of such vesting or issuance, a portion of the Shares with a Fair Market Value (measured as of the vesting or Issue Date, as applicable) equal to the amount of those taxes (including taxes resulting from such withholding) (the "Share Withholding Method") necessary to satisfy the Corporation's required tax withholding obligations; provided, however, that the amount of any Shares so withheld shall not exceed the maximum statutory tax rates for federal, state and local tax purposes, including the Participant's share of payroll or similar taxes, that are applicable to the Participant's relevant jurisdiction. Participant shall be notified in writing or electronically in the event such Share Withholding Method is no longer available.

(c) Should any Shares (including shares attributable to the dividend equivalent rights provided under Paragraph 4) vest or be issued at a time when the Share Withholding Method is not available, then the Withholding Taxes required to be withheld with

respect to those Shares shall be collected from Participant through either of the following alternatives:

Participant's delivery of his or her separate check payable to the Corporation in the amount of such taxes, or

the use of the proceeds from a next-day sale of the Shares issued to Participant, provided and only if (i) such a sale is permissible under the Corporation's trading policies governing the sale of Common Stock, (ii) Participant makes an irrevocable commitment, on or before the Issue Date for those Shares, to effect such sale of the Shares and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(d) Except as otherwise provided in Paragraph 4 and Paragraph 5(c) the settlement of all Restricted Stock Units which vest under the Award shall be made solely in shares of Common Stock. In no event, however, shall any fractional shares be issued. Accordingly, the total number of shares of Common Stock to be issued pursuant to the Award shall, to the extent necessary, be rounded down to the next whole share in order to avoid the issuance of a fractional share.

8. Compliance with Laws and Regulations. The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Corporation and Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such issuance.

9. Restrictive Covenants; Additional Conditions.

(a) As a condition of receiving this Award, the Participant hereby acknowledges and agrees that during the period in which the Participant provides Services to the Corporation or any Affiliate, and for the Restrictive Covenant Period following the date on which the Participant ceases to provide Service to the Corporation or any Affiliate for any reason, the Participant shall comply with the restrictive covenants set forth herein. The restrictive covenants set forth herein shall not supersede and replace any other restrictions and obligations the Participant may be subject to with the Corporation and if there is a conflict between comparable restrictions the more restrictive provisions shall control, as reasonably determined by the Corporation.

(i) Participant acknowledges that during Participant's Service with the Corporation and its Affiliates, Participant will have access to, possess or help the Corporation and its Affiliates develop valuable proprietary commercial and/or technical information, trade secrets and other confidential information belonging to the Corporation and its Affiliates and will be instrumental to the development and/or maintenance of goodwill with the Corporation's and its Affiliates' customers. Participant acknowledges that such proprietary information, trade secrets, confidential information and goodwill are valuable assets of the Corporation and its Affiliates and the Corporation has a legitimate interest in protecting itself from disclosure or misappropriation of such information and from interference with its goodwill relationships with its customers.

(ii) Other than in the ordinary course or for the benefit of the business of the Corporation and its Affiliates, during the term of Participant's Service with the

Corporation and its Affiliates and thereafter, Participant shall not, directly or indirectly, divulge, furnish or make accessible to any other person, business, firm or corporation, or use in any way, any Confidential Information which Participant has acquired or become acquainted with or shall acquire or become acquainted with as a result of Participant's Service with the Corporation or any Affiliate, whether developed by Participant, or by others. The Confidential Information is the property of the Corporation and/or Affiliate and Participant acknowledges that the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust, and fiduciary duty and would cause irreparable injury to the Corporation and/or Affiliate. Furthermore, Participant acknowledges that during Participant's Service with the Corporation and/or Affiliate, Participant may be exposed to the confidential information of customers and other third parties and Participant shall maintain the confidentiality of this information and shall only use it as necessary to carry out the work for the Corporation and any Affiliate consistent with restrictions placed upon such Confidential Information. Nothing contained herein shall restrict Participant's use of general knowledge acquired by Participant as part of Participant's normal growth in Participant's profession.

(iii) Participant shall not, during the term of Participant's Service with the Corporation and any Affiliate and for the Restrictive Covenant Period, render services as an officer, owner (other than having less than two (2%) percent ownership of a publicly traded corporation's stock), director, consultant, employee, or other service provider, to, or on behalf of, a Competing Business, provided, however, this Section 9(a)(iii) will not apply if Participant's duties and responsibilities for any Competing Business do not involve Participant in the provision of any services that are similar to or competitive with the services Participant provided to the Corporation or any Affiliate. Participant acknowledges that the Corporation together with its Affiliates is engaged in business throughout the world and that the marketplace for the Corporation's and its Affiliates' products and services is worldwide, and thus the geographic area, length and scope of this noncompetition provision are reasonable and necessary to protect the legitimate business interests of the Corporation and its Affiliates. In the event a court of competent jurisdiction determines that one or more of the provisions of this Paragraph 9(a) are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such provisions enforceable.

(iv) Participant shall disclose promptly and assign to the Corporation or the Affiliate all right, title and interest in any invention or idea, patentable or not, made or conceived by Participant during Service with the Corporation or the Affiliate, relating in any manner to the actual or anticipated business, research or development work of the Corporation or the Affiliate and shall do anything reasonably necessary to enable the Corporation or the Affiliate to secure a patent where appropriate in the United States and in foreign countries.

(v) Participant shall not, directly or indirectly, solicit, for the purpose of offering or attempting to offer any service, product or other application which is the same as or similar to the services, products or other applications offered or in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation or any Affiliate, any of the Corporation's or any Affiliate's customers with whom Participant had contact, or about whom Participant obtained, or had access to, confidential information during Participant's Service, for the Restrictive Covenant Period. Participant further agrees, for the Restrictive Covenant Period, that Participant shall not solicit or attempt to solicit any employee of, or consultant to, the Corporation or any Affiliate, which employee or consultant had been rendering services to the Corporation or any Affiliate at any time within the six-month period immediately preceding the termination of Participant's Service,

to leave the employ of, or no longer render service to or for the benefit of, the Corporation or any Affiliate.

(vi) Participant shall not make any Disparaging Statements about the Corporation or any Affiliate to any of the Corporation's or any Affiliate's past, present, or future customers, employees, clients, contractors, vendors, or to the media or to any other person either orally or by any other medium of communication, including internet communication. As used herein, the term "Disparaging Statement" means any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence, or good character of the Corporation or any Affiliate.

(b) Participant acknowledges that a breach of any of the covenants contained in this Agreement may cause irreparable damage to the Corporation or Affiliate, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach or threatened breach would be inadequate. Accordingly, Participant agrees that if Participant breaches or threatens to breach any of the covenants contained in this Agreement, in addition to any other remedy which may be available to the Corporation at law or in equity, the Corporation shall be entitled to (i) cease or withhold any payment, including any issuance of Shares or payment of cash to Participant pursuant to this Award, including the return of any previously delivered payment, including any Shares, proceeds recognized upon any sale or other disposition of those Shares, or cash; and/or (ii) institute and prosecute proceedings in any court of competent jurisdiction for specific performance and injunctive relief to prevent the breach or any threatened breach thereof without bond or other security or a showing that monetary damages will not provide an adequate remedy. Participant agrees to disclose in advance the existence and terms of the restrictions and covenants contained in this Agreement to any employer or service recipient by whom Participant might be employed or retained during the period in which the covenants or restrictions apply. Participant agrees that, in the event of a final determination of Participant's breach of any of the covenants contained in this Agreement, the restrictions in the relevant paragraph shall be extended for a period equal to the period that Participant was in breach. Participant represents and acknowledges that Participant has been advised by the Corporation to consult Participant's own legal counsel with respect to this Agreement and Participant has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Participant's legal counsel.

(c) Upon delivery of the Shares or other payment pursuant to this Award, the Plan Administrator may require Participant to certify on a form acceptable to the Plan Administrator, that Participant is in compliance with the terms, conditions and restrictions of the Plan and this Agreement.

(d) This Award, and the right to receive and retain any Shares or cash payments covered by this Award, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or similar policy of the Corporation in effect on the Award Date or that may be established thereafter, including any modification or amendment thereto, or as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law as may be in effect from time to time and which may operate to create additional rights for the Corporation with respect to the shares for the Corporation and recovery of amounts relating thereto. By accepting this Award under the Plan, Participant agrees and acknowledges that Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Corporation to recover or recoup any Award or amounts paid under the Plan subject to claw-back pursuant to such law or

policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any Award or amounts paid pursuant to this Award.

10. Notices. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Secretary of the Corporation at its principal corporate office at 436 Seventh Avenue, Pittsburgh, PA 15219. Except to the extent electronic notice is expressly authorized hereunder, any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated below Participant's signature line on this Agreement. All notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. Successors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Participant, Participant's assigns, the legal representatives, heirs and legatees of Participant's estate and any beneficiaries of the Award designated by Participant.

12. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control. All decisions of the Plan Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

13. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without resort to Pennsylvania's conflict-of-laws rules.

14. Right to Continued Service. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Service at any time for any reason, with or without cause, unless such rights are otherwise limited pursuant to a separate agreement between the Corporation (or any Affiliate) and Participant.

15. Section 409A. This Award is intended to be excepted from coverage under, or compliant with the provisions of, Section 409A of the Code and the regulations promulgated thereunder ("Section 409A") and shall be construed accordingly. Notwithstanding the foregoing or any provision of the Plan to the contrary, if the Award is subject to the provisions of Section 409A (and not excepted therefrom), the provisions of the Plan and this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Participant agrees that the Corporation may, without the consent of Participant, modify the Agreement and the Award to the extent and in the manner the Corporation deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Corporation deems appropriate in order either to preclude any such payments or benefits from being deemed

“deferred compensation” within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder. Notwithstanding, the Corporation makes no representations and/or warranties with respect to compliance with Section 409A, and Participant recognizes and acknowledges that Section 409A could potentially impose upon Participant certain taxes or interest charges for which Participant is and shall remain solely responsible.

16. Survivability. The terms of this Agreement survive the termination of Participant’s Service with the Corporation for any reason.

17. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable in any jurisdiction, then such provision shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement; provided, however, that the binding effect and enforceability of the remaining provisions of this Agreement, to the extent the economic benefits conferred upon the parties by virtue of this Agreement remain substantially unimpaired, shall not be affected or impaired in any manner, and any such invalidity, illegality or unenforceability with respect to such provisions shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Award Date indicated above.

**KOPPERS HOLDINGS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Participant:**

Signature: \_\_\_\_\_

## APPENDIX A

### DEFINITIONS

The following definitions shall be in effect under the Agreement:

- A. Affiliate means any entity that, directly or through one or more intermediaries, is controlled by the Corporation, and any entity in which the Corporation has a significant equity interest as determined by the Plan Administrator.
- B. Agreement shall mean this Restricted Stock Unit Issuance Agreement.
- C. Award shall mean the award of Restricted Stock Units made to Participant pursuant to the terms of this Agreement.
- D. Award Date shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.
- E. Board shall mean the Corporation's Board of Directors.
- F. Change in Control of the Corporation shall have occurred in the event that:

(i) a person, partnership, joint venture, corporation or other entity, or two or more of any of the foregoing acting as a "person" within the meaning of Sections 13(d)(3) of the 1934 Act, other than the Corporation, a majority-owned subsidiary of the Corporation or an employee benefit plan of the Corporation or such subsidiary (or such plan's related trust), become(s) the "beneficial owner" (as defined in Rule 13d-3 under the Act) of fifty percent (50%) or more of the then outstanding voting stock of the Corporation;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board (together with any new Board member whose election by the Corporation's Board or whose nomination for election by the Corporation's stockholders, was approved by a vote of at least two-thirds of the Board members then still in office who either were Board members at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board members then in office;

(iii) all or substantially all of the business of the Corporation is disposed of pursuant to a merger, consolidation or other transaction in which the Corporation is not the surviving corporation or the Corporation combines with another company and is the surviving corporation (unless the Corporation's stockholders immediately following such merger, consolidation, combination, or other transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the aggregate voting stock or other ownership interests of (x) the entity or entities, if any, that succeed to the business of the Corporation or (y) the combined company);

(iv) the closing of the sale of all or substantially all of the assets of the Corporation or a liquidation or dissolution of the Corporation; or

(v) the acquisition, directly or indirectly, by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation) of beneficial ownership (within the meaning of Rule 13d-3 of the Act) of securities possessing more than twenty percent (20%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders which the Board does not recommend such stockholders to accept.

G. Code shall mean the Internal Revenue Code of 1986, as amended.

H. Common Stock shall mean shares of the Corporation's common stock.

I. Competing Business shall mean: any person, corporation, partnership, joint venture, association or other entity engaged in the development or offering or attempting to offer any service, product, chemical formulation or other material which: (i) is a direct or indirect product of the extraction or distillation of coal tar; (ii) is utilized in the distillation, impregnation or treatment of materials with coal tar, petroleum pitch or their respective by-products or distillates; (iii) constitutes or is utilized in conjunction with railroad track joints, ties, mounting hardware, bridge timbers, bridge crossings or bridging assemblies; (iv) constitutes or is utilized in conjunction with utility poles (including components, inspection, treatment, maintenance and restoration thereof) or marine pilings; (v) is utilized for the preservation or recovery of wood materials or (vi) constitutes any product or service which was in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation and any Affiliate.

J. Confidential Information shall mean any proprietary or confidential information of the Corporation or any Affiliate, including but not limited to any trade secrets, confidential or secret designs, technologies, content, processes, formulae, plans, manuals, devices, machines, know-how, methods, compositions, ideas, improvements, financial and marketing information, costs, pricing, sales, sales volume, methods and proposals, customer and prospective customer lists, identity of key personnel in the employ of customers and prospective customers, amount or kind of customer's purchases from the Corporation or any Affiliate, system documentation, hardware, engineering and configuration information, computer programs, source and object codes (whether or not patented, patentable, copyrighted or copyrightable), related software development information, inventions or other confidential or proprietary information belonging to the Corporation or any Affiliate or directly or indirectly relating to the Corporation's or Affiliate's business and affairs.

K. Corporation shall mean Koppers Holdings Inc., a Pennsylvania corporation, and any successor corporation to all or substantially all of the assets or voting stock of Koppers Holdings Inc. which shall by appropriate action adopt the Plan.

L. Disparaging Statements shall have the meaning set forth in Paragraph 9(a)(vi).

M. Early Retirement shall mean Participant's voluntary termination from Service on or after his or her attainment of age 55 with at least ten (10) Years of Service that is not a Normal Retirement; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

N. Employee shall mean an individual who is in the employ of the Corporation (or any Affiliate), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

O. Fair Market Value per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global Market, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the Nasdaq Global Market on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

P. Misconduct shall mean the commission of any act of fraud, embezzlement or dishonesty by Participant, any unauthorized use or disclosure by Participant of Confidential Information), or any other intentional misconduct by Participant adversely affecting the business or affairs of the Corporation (or any Affiliate) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Affiliate) to discharge or dismiss Participant or any other person in the Service of the Corporation (or any Affiliate) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan or this Agreement, to constitute grounds for termination for Misconduct.

Q. 1934 Act shall mean the Securities Exchange Act of 1934, as amended from time to time.

R. Normal Retirement shall mean Participant's voluntary termination from Service on a date that is (i) on or after his or her attainment of age 60 with at least fifteen (15) Years of Service, or (ii) on or after his or her attainment of age 65; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

S. Participant shall mean the person to whom the Award is made pursuant to the Agreement as set forth on the signature page of this Agreement.

T. Permanent Disability shall mean the inability of a Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more.

U. Plan shall mean the Corporation's 2020 Long Term Incentive Plan.

V. Plan Administrator shall mean the committee(s) designated by the Board to administer the Plan.

W. Restricted Stock Units shall mean Restricted Stock Units awarded pursuant to Section 6(c) of the Plan.

X. Restrictive Covenant Period shall mean the two-year period following a Participant's termination of Service with the Corporation and/or any Affiliate for any reason.

Y. Service shall mean Participant's performance of services for the Corporation (or any Affiliate) in the capacity of an Employee, a non-employee member of the Board or a consultant. For purposes of this Agreement, Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Corporation (or any Affiliate) or (ii) the entity for which Participant performs such services ceases to remain an Affiliate, even though Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation or any Affiliate; provided, however, that except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's or an Affiliate's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period Participant is on a leave of absence.

Z. Stock Exchange shall mean the Nasdaq Global Market, the New York Stock Exchange or such other stock exchange on which the Common Stock is listed.

AA. Withholding Taxes shall mean the federal, state and local income and employment taxes required to be withheld by the Corporation, Parent or Subsidiary in connection with the vesting and concurrent issuance of the shares of Common Stock under the Award, including any additional shares resulting from the dividend equivalent right provisions of the Award.

BB. Years of Service shall mean, with respect to a Participant, such Participant's total number of years of "accumulated service" as such term is defined with respect to salaried employees under the Retirement Plan for Koppers Inc. (regardless of whether such Participant is eligible to receive a benefit under such plan).

## KOPPERS HOLDINGS INC.

RESTRICTED STOCK UNIT ISSUANCE AGREEMENT- EBITDA PERFORMANCE VESTING

## RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Affiliate) and consultants who provide services to the Corporation (or any Affiliate).

B. Participant is to render valuable services to the Corporation (or an Affiliate), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation's issuance of shares of Common Stock to Participant under the Plan.

C. The award made by the Corporation pursuant to this Agreement is in consideration for the Participant's services to the Corporation and/or its Affiliates and acceptance of, and agreement to, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement.

D. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix A.

NOW, THEREFORE, it is hereby agreed as follows:

1. Grant of Restricted Stock Units. The Corporation hereby awards to Participant, as of the Award Date, Restricted Stock Units under the Plan. Except as otherwise provided in this Agreement, the Restricted Stock Units shall vest on \_\_\_\_\_, provided (i) the Participant continues in Service until \_\_\_\_\_, and (ii) the pre-established Performance Objective tied to Three-Year Cumulative Adjusted EBITDA (as defined in Schedule I attached hereto) measured over the Measurement Period is attained. Each Restricted Stock Unit which so vests shall entitle Participant to receive one share of Common Stock on the specified issue date. The number of shares of Common Stock subject to the awarded Restricted Stock Units, the applicable performance targets for the vesting of those shares, the alternative and special vesting provisions which may become applicable to such shares, the date on which the vested shares shall become issuable (or, under certain circumstances, the cash equivalent thereof shall become payable) to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

## AWARD SUMMARY

Award Date: \_\_\_\_\_

Target Number of Shares Subject to Award: \_\_\_\_\_ shares of Common Stock (the "Shares"); provided, however, that the actual number of Restricted Stock Units shall be determined in accordance with the provisions of Schedule I attached hereto.

Vesting Schedule: The Shares shall vest on \_\_\_\_\_, provided (i) the Participant continues in Service until \_\_\_\_\_, and (ii) the Performance Objectives set forth in the attached Schedule I, Section (A) are attained over the Measurement Period. However, the Shares may also vest in accordance with the special vesting provisions of Paragraph 5 of this Agreement.

Issuance Schedule: The Shares in which Participant vests in accordance with the foregoing Vesting Schedule shall become issuable upon the Issue Date. Except to the extent otherwise specified in Paragraph 5, the "Issue Date" with respect to any Shares shall be \_\_\_\_\_. The actual issuance of the Shares shall be subject to the Corporation's collection of all applicable Withholding Taxes and shall be effected on the applicable Issue Date or as soon as administratively practicable thereafter, but in no event later than the close of the calendar year in which such Issue Date occurs or (if later) the fifteenth (15th) day of the third (3rd) calendar month following such Issue Date. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

Notwithstanding the foregoing, or anything contained herein to the contrary, the Plan Administrator has the discretion to provide for the payment of vested Shares in cash, rather than Shares. In the event the Plan Administrator exercises such discretion, all references herein to payment in Shares or the right to receive Shares shall be replaced with references to payment in cash and/or the right to receive payment in cash equal to the Fair Market Value of the Shares on the date the Plan Administrator certifies the attainment of the Performance Objective.

Restrictive Covenants: The Award is being made by the Corporation in consideration for the Participant's services to the Corporation and its Affiliates and acceptance of, and agreement to be bound by, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement, which acceptance and agreement shall be evidenced by the Participant's execution of this Agreement.

2. Limited Transferability. Prior to the actual issuance of the Shares which vest hereunder, Participant may not transfer any interest in the Award or the underlying Shares; provided, however, any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred pursuant to the provisions of Participant's will or the laws of inheritance or to Participant's designated beneficiary or beneficiaries of this Award. Participant may make a beneficiary designation for this Award at any time by filing the appropriate form with the Plan Administrator or its designee.

3. Cessation of Service. Except as otherwise provided in Paragraph 5 below, should Participant cease Service for any reason prior to vesting in one or more Shares subject to this Award, then the Award will be immediately cancelled with respect to those unvested Shares. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. Stockholder Rights and Dividend Equivalents

(a) The holder of this Award shall not have any stockholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares following their actual issuance upon the Corporation's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, should any stock dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then Participant shall automatically be credited with an additional number of Restricted Stock Units equal to the number of shares of Common Stock which would have been paid on the Shares (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) at the time subject to this Award had those Shares been actually issued and outstanding and entitled to that dividend. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution. \_

(c) Notwithstanding the foregoing, should any cash dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then a special book account shall be established for Participant and credited with a dollar amount equal to the amount of that dividend paid per share multiplied by the number of Restricted Stock Units at the time subject to this Award (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) as of the record date for the dividend. No later than as of \_\_\_\_\_ each year following the Award Date and prior to \_\_\_\_\_ and no later than as of \_\_\_\_\_ (each such date a "Conversion Date"), each cash dividend amount credited to the special book account since the Award Date or the most recent prior Conversion Date, as applicable, shall be converted into a book entry of an additional number of Restricted Stock Units determined by dividing (i) such cash dividend equivalent amount by (ii) the average of the Fair Market Value per share of Common Stock on each of the dates during such period on which those dividends on the outstanding Common Stock were paid, rounded down to the nearest full share. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution. \_

5. Special Vesting/Change in Control.

(a) Should Participant's Service terminate (i) by reason of his or her Early Retirement, death or Permanent Disability, or (ii) involuntarily after Participant has completed at least thirty (30) Years of Service other than in connection with a termination for Misconduct, in either case prior to \_\_\_\_\_, then on \_\_\_\_\_, Participant shall vest in a number of Shares equal to the number of Shares (if any) in which Participant would have been vested on \_\_\_\_\_, had Participant continued in Service through \_\_\_\_\_,

*multiplied by a fraction*, the numerator of which is the number of days of Service Participant completed between the Award Date and the termination of Participant's Service, and the denominator of which is the total number of days during the period beginning on the Award Date and ending on \_\_\_\_\_; *provided, however*, that, in the event that Participant's Service terminates (i) by reason of his or her Early Retirement, death or Permanent Disability, or (ii) involuntarily after Participant has completed at least thirty (30) Years of Service other than in connection with a termination for Misconduct, on or after the last day of the Measurement Period, the Participant shall vest in a number of Shares equal to the number of Shares (if any) in which Participant would have vested had his or her Service continued without interruption through \_\_\_\_\_. In the event of the termination of Participant's Service due to Participant's Early Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through \_\_\_\_\_. The Issue Date with respect to the Shares that vest pursuant to this Paragraph 5(a) shall be \_\_\_\_\_.

(b) Should the Participant's Service terminate by reason of his or her Normal Retirement prior to \_\_\_\_\_, then, on \_\_\_\_\_, Participant shall vest in a number of Shares equal to the number of Shares (if any) in which Participant would have vested had his or her Service continued without interruption through \_\_\_\_\_ if such termination occurs on or after the December 31 immediately following the Award Date. In the event of the termination of Participant's Service due to Normal Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through \_\_\_\_\_. The Issue Date with respect to the Shares that vest pursuant to this Paragraph 5(b) shall be \_\_\_\_\_.

(c) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be assumed by the successor entity or otherwise continued in full force and effect or may be replaced with a cash retention program of the successor entity which preserves the Fair Market Value of the unvested shares of Common Stock subject to the Award at the time of the Change in Control and provides for subsequent payout of that value in accordance with the same (or more favorable) vesting schedule in effect for the Award at the time of such Change in Control. In the event of such assumption or continuation of the Award or such replacement of the Award with a cash retention program, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control. However, in the event that the Change in Control occurs prior to the end of the Measurement Period, the vesting provisions in effect for the Award following the Change in Control shall no longer be tied to the attainment of the full Performance Objective set forth in Schedule I and shall instead be converted into the following vesting schedule: The Award (whether in its assumed or continued form or as converted into a cash retention program) shall vest with respect to the number of Shares (or the amount of cash) determined under Section 5(d) below upon Participant's continuation in Service through \_\_\_\_\_. Following the completion of such Service vesting period, the securities, cash or other property underlying the vested Award shall be issued on the applicable Issue Date. The Award may also vest in accordance with the special vesting provisions of Paragraphs 5(a) and (f) of this Agreement.

(d) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares subject to those units immediately prior to the Change in Control would have been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time. However, the Award shall remain outstanding and eligible

for Service vesting under the terms of this Agreement only with respect to the number of Shares (as so adjusted) set forth on Schedule I, Section (B). To the extent the actual holders of the outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or parent entity) may, in connection with the assumption or continuation of the Restricted Stock Units subject to the Award at that time, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in the Change in Control transaction, provided such common stock is readily tradable on an established U.S. securities exchange or market. In the event the Award is converted into a cash retention program, the amount of cash subject to the Award under such program shall be equal to the value of the number of Shares determined in accordance with the foregoing provisions of this Section 5(d) as of the effective date of the Change in Control (based on the per-share value of the consideration received by holders of the outstanding Common Stock in connection with the Change in Control), plus credited interest or earnings through the Issue Date as determined under the terms of such cash retention program.

(e) If (i) the Change in Control occurs on or after the end of the Measurement Period but prior to \_\_\_\_\_, or (ii) if the Change in Control occurs prior to the end of the Measurement Period but the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect or replaced with a cash retention program in accordance with Paragraph 5(c), then the number of Shares set forth on Schedule I, Section (B) will vest immediately prior to the closing of the Change in Control. The Shares that vest under this subparagraph (e) will be issued on the Issue Date triggered by the Change in Control (or otherwise converted into the right to receive the same consideration per share of Common Stock payable to the other stockholders of the Corporation in consummation of that Change in Control and distributed either (i) to the extent permitted by Treas. Reg. Section 1.409A-3(i)(5)(iv), at the same time as such stockholder payments, or (ii) to the extent not so permitted, at the Issue Date that would otherwise have applied to the Shares, as set forth below), subject to the Corporation's collection of the applicable Withholding Taxes pursuant to the provisions of Paragraph 7. For purposes of this Paragraph 5(e), the Issue Date with respect to such Shares shall be the effective date of the Change in Control so long as it qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and regulations thereunder. If it does not so qualify, the Issue Date shall be \_\_\_\_\_.

(f) Upon an involuntary termination of Participant's Service for reasons other than Misconduct within twenty-four (24) months following a Change in Control transaction which does not otherwise result in the accelerated vesting of the Restricted Stock Units pursuant to the provisions of subparagraph (e) of this Paragraph 5 and prior to \_\_\_\_\_, a number of units equal to the number of Shares that would have been earned pursuant to Section 5(d) shall vest on such date of termination. Any unvested cash account maintained on Participant's behalf pursuant to the cash retention program established in accordance with subparagraph (c) of this Paragraph 5 shall also vest at the time of such involuntary termination. The Issue Date for such vested Shares or cash shall be six months and one day after the date of termination (or, if earlier, \_\_\_\_\_), so long as (i) the Change in Control qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and regulations thereunder, and (ii) the involuntary termination of Participant's Service qualifies as a "separation

from service” within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations thereunder. If they do not so qualify, the Issue Date shall be \_\_\_\_\_.

(g) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(h) Nothing in this Paragraph 5 shall give the Corporation or any successor any right or discretion to change the time of issuance of Shares or payment of cash to the extent that such change would cause the Award to fail to comply with the requirements of Section 409A of the Code and this Paragraph 5 shall be interpreted accordingly.

6. Adjustment in Shares. In the event that the Plan Administrator determines that any dividend or other distribution (other than regular cash dividends), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Corporation, issuance of warrants or other rights to purchase shares or other securities of the Corporation, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Plan Administrator to be appropriate in order to prevent dilution or enlargement of the benefits intended to be made available under this Agreement, then the Plan Administrator shall, in such manner as it may deem equitable, adjust any or all of the number and type of shares (or other securities or property) subject to this Agreement, or, if the Plan Administrator deems it appropriate, make provision for a cash payment to the Participant.

7. Collection of Withholding Taxes.

(a) Upon the applicable Issue Date, the Corporation shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock, subject, however, to the Corporation’s collection of the applicable Withholding Taxes.

(b) Until such time as the Corporation provides Participant with written or electronic notice to the contrary, the Corporation shall collect Withholding Taxes required to be withheld with respect to the vesting or issuance of the vested Shares hereunder (including shares attributable to the dividend equivalent rights provided under Paragraph 4) through an automatic share withholding procedure pursuant to which the Corporation will withhold, at the time of such vesting or issuance, a portion of the Shares with a Fair Market Value (measured as of the vesting or Issue Date, as applicable) equal to the amount of those taxes (including taxes resulting from such withholding) (the “Share Withholding Method”) necessary to satisfy the Corporation’s required tax withholding obligations; provided, however, that the amount of any Shares so withheld shall not exceed the maximum statutory withholding rates for federal, state and local tax purposes, including the Participant’s share of payroll or similar taxes, that are applicable to the Participant’s relevant jurisdiction . Participant shall be notified in writing or electronically in the event such Share Withholding Method is no longer available.

(c) Should any Shares (including shares attributable to the dividend equivalent rights provided under Paragraph 4) vest or be issued at a time when the Share Withholding Method is not available, then the Withholding Taxes required to be withheld with

respect to those Shares shall be collected from Participant through either of the following alternatives:

- Participant's delivery of his or her separate check payable to the Corporation in the amount of such taxes, or

- the use of the proceeds from a next-day sale of the Shares issued to Participant, provided and only if (i) such a sale is permissible under the Corporation's trading policies governing the sale of Common Stock, (ii) Participant makes an irrevocable commitment, on or before the Issue Date for those Shares, to effect such sale of the Shares and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(d) Except as otherwise provided in Paragraph 4 and Paragraph 5, the settlement of all Restricted Stock Units which vest under the Award shall be made solely in shares of Common Stock. In no event, however, shall any fractional shares be issued. Accordingly, the total number of shares of Common Stock to be issued pursuant to the Award shall, to the extent necessary, be rounded down to the next whole share in order to avoid the issuance of a fractional share.

8. Compliance with Laws and Regulations. The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Corporation and Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such issuance.

9. Restrictive Covenants; Additional Conditions.

(a) As a condition of receiving this Award, the Participant hereby acknowledges and agrees that during the period in which the Participant provides Services to the Corporation or any Affiliate, and for the Restrictive Covenant Period following the date on which the Participant ceases to provide Service to the Corporation or any Affiliate for any reason, the Participant shall comply with the restrictive covenants set forth herein. The restrictive covenants set forth herein shall not supersede and replace any other restrictions and obligations the Participant may be subject to with the Corporation and if there is a conflict between comparable restrictions the more restrictive provisions shall control, as reasonably determined by the Corporation:

(i) Participant acknowledges that during Participant's Service with the Corporation and its Affiliates, Participant will have access to, possess or help the Corporation develop valuable proprietary commercial and/or technical information, trade secrets and other confidential information belonging to the Corporation and its Affiliates and will be instrumental to the development and/or maintenance of goodwill with the Corporation's and its Affiliates' customers. Participant acknowledges that such proprietary information, trade secrets, confidential information and goodwill are valuable assets of the Corporation and its Affiliates and the Corporation has a legitimate interest in protecting itself from disclosure or misappropriation of such information and from interference with its goodwill relationships with its customers.

(ii) Other than in the ordinary course or for the benefit of the business of the Corporation and its Affiliates, during the term of Participant's Service with the Corporation and its Affiliates and thereafter, Participant shall not, directly or indirectly, divulge, furnish or make accessible to any other person, business, firm or corporation, or use in any way, any Confidential Information which Participant has acquired or become acquainted with or shall acquire or become acquainted with as a result of Participant's Service with the Corporation or any Affiliate, whether developed by Participant, or by others. The Confidential Information is the property of the Corporation and/or Affiliate and Participant acknowledges that the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust, and fiduciary duty and would cause irreparable injury to the Corporation and/or Affiliate. Furthermore, Participant acknowledges that during Participant's Service with the Corporation and any Affiliate, Participant may be exposed to the confidential information of customers and other third parties and Participant shall maintain the confidentiality of this information and shall only use it as necessary to carry out the work for the Corporation and any Affiliate consistent with restrictions placed upon such Confidential Information. Nothing contained herein shall restrict Participant's use of general knowledge acquired by Participant as part of Participant's normal growth in Participant's profession.

(iii) Participant shall not, during the term of Participant's Service with the Corporation and any Affiliate and for the Restrictive Covenant Period, render services as an officer, owner (other than having less than two (2%) percent ownership of a publicly traded corporation's stock), director, consultant, employee, or other service provider, to, or on behalf of, a Competing Business, provided, however, this Section 9(a)(iii) will not apply if Participant's duties and responsibilities for any Competing Business do not involve Participant in the provision of any services that are similar to or competitive with the services Participant provided to the Corporation or any Affiliate. Participant acknowledges that the Corporation together with its Affiliates is engaged in business throughout the world and that the marketplace for the Corporation's and its Affiliates' products and services is worldwide, and thus the geographic area, length and scope of this noncompetition provision are reasonable and necessary to protect the legitimate business interests of the Corporation and its Affiliates. In the event a court of competent jurisdiction determines that one or more of the provisions of this Paragraph 9(a) are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such provisions enforceable.

(iv) Participant shall disclose promptly and assign to the Corporation or the Affiliate all right, title and interest in any invention or idea, patentable or not, made or conceived by Participant during Service with the Corporation or the Affiliate, relating in any manner to the actual or anticipated business, research or development work of the Corporation or the Affiliate and shall do anything reasonably necessary to enable the Corporation or the Affiliate to secure a patent where appropriate in the United States and in foreign countries.

(v) Participant shall not, directly or indirectly, solicit, for the purpose of offering or attempting to offer any service, product or other application which is the same as or similar to the services, products or other applications offered or in the process of being developed by the Corporation or any Affiliate within the last year prior to

termination of Participant's Service with the Corporation or any Affiliate, any of the Corporation's or any Affiliate's customers with whom Participant had contact, or about whom Participant obtained, or had access to, confidential information during Participant's Service, for the Restrictive Covenant Period. Participant further agrees, for the Restrictive Covenant Period, that Participant shall not solicit or attempt to solicit any employee of, or consultant to, the Corporation or any Affiliate, which employee or consultant had been rendering services to the Corporation or any Affiliate at any time within the six-month period immediately preceding the termination of Participant's Service, to leave the employ of, or no longer render service to or for the benefit of, the Corporation or any Affiliate.

(vi) Participant shall not make any Disparaging Statements about the Corporation or any Affiliate to any of the Corporation's or any Affiliate's past, present, or future customers, employees, clients, contractors, vendors, or to the media or to any other person either orally or by any other medium of communication, including internet communication. As used herein, the term "Disparaging Statement" means any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence, or good character of the Corporation or any Affiliate.

(b) Participant acknowledges that a breach of any of the covenants contained in this Agreement may cause irreparable damage to the Corporation or Affiliate, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach or threatened breach would be inadequate. Accordingly, Participant agrees that if Participant breaches or threatens to breach any of the covenants contained in this Agreement, in addition to any other remedy which may be available to the Corporation at law or in equity, the Corporation shall be entitled to (i) cease or withhold any payment, including any issuance of Shares or payment of cash, to Participant pursuant to this Award, including the return of any previously delivered payment, including any Shares, proceeds recognized upon any sale or other disposition of those Shares, or cash; and/or (ii) institute and prosecute proceedings in any court of competent jurisdiction for specific performance and injunctive relief to prevent the breach or any threatened breach thereof without bond or other security or a showing that monetary damages will not provide an adequate remedy. Participant agrees to disclose in advance the existence and terms of the restrictions and covenants contained in this Agreement to any employer or service recipient by whom Participant might be employed or retained during the period in which the covenants or restrictions apply. Participant agrees that, in the event of a final determination of Participant's breach of any of the covenants contained in this Agreement, the restrictions in the relevant paragraph shall be extended for a period equal to the period that Participant was in breach. Participant represents and acknowledges that Participant has been advised by the Corporation to consult Participant's own legal counsel with respect to this Agreement and Participant has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Participant's legal counsel.

(c) Upon delivery of the Shares or other payment pursuant to this Award, the Plan Administrator may require Participant to certify on a form acceptable to the Plan Administrator, that Participant is in compliance with the terms, conditions and restrictions of the Plan and this Agreement.

(d) This Award, and the right to receive and retain any Shares or cash payments covered by this Award, shall be subject to rescission, cancellation or recoupment, in

whole or part, if and to the extent so provided under any “clawback” or similar policy of the Corporation in effect on the Award Date or that may be established thereafter, including any modification or amendment thereto, or as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law as may be in effect from time to time, and which may operate to create additional rights for the Corporation with respect to the Shares and recovery of amounts relating thereto. By accepting this Award under the Plan, Participant agrees and acknowledges that Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Corporation to recover or recoup any Award or amounts paid under the Plan subject to claw-back pursuant to such law or policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any Award or amounts paid pursuant to this Award.

10. Notices. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Secretary of the Corporation at its principal corporate office at 436 Seventh Avenue, Pittsburgh, PA 15219. Except to the extent electronic notice is expressly authorized hereunder, any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated below Participant’s signature line on this Agreement. All notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. Successors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Participant, Participant’s assigns, the legal representatives, heirs and legatees of Participant’s estate and any beneficiaries of the Award designated by Participant.

12. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control. All decisions of the Plan Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

13. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without resort to Pennsylvania’s conflict-of-laws rules.

14. Right to Continued Service. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant’s Service at any time for any reason, with or without cause, unless such rights are otherwise limited pursuant to a separate agreement between the Corporation (or any Affiliate) and Participant.

15. Section 409A. This Award is intended to be excepted from coverage under, or compliant with the provisions of, Section 409A of the Code and the regulations promulgated thereunder (“Section 409A”) and shall be construed accordingly. Notwithstanding the foregoing

or any provision of the Plan to the contrary, if the Award is subject to the provisions of Section 409A (and not excepted therefrom), the provisions of the Plan and this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Participant agrees that the Corporation may, without the consent of Participant, modify the Agreement and the Award to the extent and in the manner the Corporation deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Corporation deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder. Notwithstanding, the Corporation makes no representations and/or warranties with respect to compliance with Section 409A, and Participant recognizes and acknowledges that Section 409A could potentially impose upon Participant certain taxes or interest charges for which Participant is and shall remain solely responsible.

16. Survivability. The terms of this Agreement survive the termination of Participant's Service for any reason.

17. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable in any jurisdiction, then such provision shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement; provided, however, that the binding effect and enforceability of the remaining provisions of this Agreement, to the extent the economic benefits conferred upon the parties by virtue of this Agreement remain substantially unimpaired, shall not be affected or impaired in any manner, and any such invalidity, illegality or unenforceability with respect to such provisions shall not invalidate or render unenforceable such provision in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Award Date indicated above.

**KOPPERS HOLDINGS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Participant:**

Signature: \_\_\_\_\_

## APPENDIX A

### DEFINITIONS

The following definitions shall be in effect under the Agreement:

A. Affiliate means any entity that, directly or through one or more intermediaries, is controlled by the Corporation, and any entity in which the Corporation has a significant equity interest as determined by the Plan Administrator.

B. Agreement shall mean this Restricted Stock Unit Issuance Agreement.

C. Award shall mean the award of Restricted Stock Units made to Participant pursuant to the terms of this Agreement.

D. Award Date shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.

E. Board shall mean the Corporation's Board of Directors.

F. Change in Control of the Corporation shall have occurred in the event that:

(i) a person, partnership, joint venture, corporation or other entity, or two or more of any of the foregoing acting as a "person" within the meaning of Sections 13(d)(3) of the 1934 Act, other than the Corporation, a majority-owned subsidiary of the Corporation or an employee benefit plan of the Corporation or such subsidiary (or such plan's related trust), become(s) the "beneficial owner" (as defined in Rule 13d-3 under the Act) of fifty percent (50%) or more of the then outstanding voting stock of the Corporation;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board (together with any new Board member whose election by the Corporation's Board or whose nomination for election by the Corporation's stockholders, was approved by a vote of at least two-thirds of the Board members then still in office who either were Board members at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board members then in office;

(iii) all or substantially all of the business of the Corporation is disposed of pursuant to a merger, consolidation or other transaction in which the Corporation is not the surviving corporation or the Corporation combines with another company and is the surviving corporation (unless the Corporation's stockholders immediately following such merger, consolidation, combination, or other transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the aggregate voting stock or other ownership interests of (x) the entity or entities, if any, that succeed to the business of the Corporation or (y) the combined company);

(iv) the closing of the sale of all or substantially all of the assets of the Corporation or a liquidation or dissolution of the Corporation; or

(v) the acquisition, directly or indirectly, by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation) of beneficial ownership (within the meaning of Rule 13d-3 of the Act) of securities possessing more than twenty percent (20%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders which the Board does not recommend such stockholders to accept.

G. Code shall mean the Internal Revenue Code of 1986, as amended.

H. Common Stock shall mean shares of the Corporation's common stock.

I. Competing Business shall mean: any person, corporation, partnership, joint venture, association or other entity engaged in the development or offering or attempting to offer any service, product, chemical formulation or other material which: (i) is a direct or indirect product of the extraction or distillation of coal tar; (ii) is utilized in the distillation, impregnation or treatment of materials with coal tar, petroleum pitch or their respective by-products or distillates; (iii) constitutes or is utilized in conjunction with railroad track joints, ties, mounting hardware, bridge timbers, bridge crossings or bridging assemblies; (iv) constitutes or is utilized in conjunction with utility poles (including components, inspection, treatment, maintenance and restoration thereof) or marine pilings; (v) is utilized for the preservation or recovery of wood materials or (vi) constitutes any product or service which was in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation and any Affiliate.

J. Confidential Information shall mean any proprietary or confidential information of the Corporation or any Affiliate, including but not limited to any trade secrets, confidential or secret designs, technologies, content, processes, formulae, plans, manuals, devices, machines, know-how, methods, compositions, ideas, improvements, financial and marketing information, costs, pricing, sales, sales volume, methods and proposals, customer and prospective customer lists, identity of key personnel in the employ of customers and prospective customers, amount or kind of customer's purchases from the Corporation or any Affiliate, system documentation, hardware, engineering and configuration information, computer programs, source and object codes (whether or not patented, patentable, copyrighted or copyrightable), related software development information, inventions or other confidential or proprietary information belonging to the Corporation or any Affiliate or directly or indirectly relating to the Corporation's or Affiliate's business and affairs.

K. Corporation shall mean Koppers Holdings Inc., a Pennsylvania corporation, and any successor corporation to all or substantially all of the assets or voting stock of Koppers Holdings Inc. which shall by appropriate action adopt the Plan.

L. Disparaging Statements shall have the meaning set forth in Paragraph 9(a)(vi).

M. Early Retirement shall mean Participant's voluntary termination from Service on or after his or her attainment of age 55 with at least ten (10) Years of Service that is not a Normal Retirement; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

N. Employee shall mean an individual who is in the employ of the Corporation (or any Affiliate), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

O. Fair Market Value per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global Market, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the Nasdaq Global Market on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

P. Measurement Period shall mean the three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ over which the Performance Objective set forth in the attached Schedule I is to be measured.

Q. Misconduct shall mean the commission of any act of fraud, embezzlement or dishonesty by Participant, any unauthorized use or disclosure by Participant of Confidential Information, or any other intentional misconduct by Participant adversely affecting the business or affairs of the Corporation (or any Affiliate) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Affiliate) to discharge or dismiss Participant or any other person in the Service of the Corporation (or any Affiliate) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan or this Agreement, to constitute grounds for termination for Misconduct.

R. 1934 Act shall mean the Securities Exchange Act of 1934, as amended from time to time.

S. Normal Retirement shall mean Participant's voluntary termination from Service on a date that is (i) on or after his or her attainment of age 60 with at least fifteen (15) Years of Service, or (ii) on or after his or her attainment of age 65; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

T. Participant shall mean the person to whom the Award is made pursuant to the Agreement as set forth on the signature page of the Agreement.

U. Permanent Disability shall mean the inability of Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more.

V. Plan shall mean the Corporation's 2020 Long-Term Incentive Plan.

W. Plan Administrator shall mean the committee(s) designated by the Board to administer the Plan.

X. Restricted Stock Units shall mean Restricted Stock Units awarded pursuant to Section 6(c) of the Plan.

Y. Restrictive Covenant Period shall mean the two-year period following a Participant's termination of Service with the Corporation and/or any Affiliate for any reason.

Z. Service shall mean Participant's performance of services for the Corporation (or any Affiliate) in the capacity of an Employee, a non-employee member of the Board or a consultant. For purposes of this Agreement, Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Corporation (or any Affiliate) or (ii) the entity for which Participant performs such services ceases to remain an Affiliate, even though Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation or an Affiliate; provided, however, that except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's or an Affiliate's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

AA. Stock Exchange shall mean the Nasdaq Global Market, the New York Stock Exchange or such other stock exchange on which the Common Stock is listed.

BB. Withholding Taxes shall mean the federal, state and local income and employment taxes required to be withheld by the Corporation or Affiliate in connection with the vesting and concurrent issuance of the shares of Common Stock under the Award, including any additional shares resulting from the dividend equivalent right provisions of the Award.

CC. Years of Service shall mean, with respect to a Participant, such Participant's total number of years of "accumulated service" as such term is defined with respect to salaried employees under the Retirement Plan for Koppers Inc. (regardless of whether such Participant is eligible to receive a benefit under such plan).

SCHEDULE I

PERFORMANCE OBJECTIVE

The maximum number of Restricted Stock Units subject to this Agreement is \_\_\_% of the Target Number of Shares Subject to Award, provided the Participant continues in Service until \_\_\_\_\_ (except to the extent otherwise provided in Section 5).

(A) The actual number of Restricted Stock Units to vest during the Measurement Period (provided Participant continues in Service until \_\_\_\_\_, except to the extent otherwise provided in Section 5), shall be determined in accordance with the following:

Performance Level	Three-Year Cumulative Adjusted EBITDA	% of Restricted Stock Units Vesting
Maximum	\$ _____	____%
Target	\$ _____	____%
Threshold	\$ _____	____%

If the Corporation's performance falls within the range of the Threshold and Target or the Target and Maximum achievement levels, then the number of Restricted Stock Units will be calculated based on a linear interpolation between the \_\_\_% and \_\_\_% levels or the \_\_\_% and \_\_\_% levels, respectively.

The term "Three-Year Cumulative Adjusted EBITDA" shall mean the Corporation's total Adjusted EBITDA over the Measurement Period. Adjusted EBITDA is defined as the Corporation's earnings before interest, taxes, depreciation and amortization, as adjusted by the Plan Administrator in its discretion to account for certain items.

(B) Notwithstanding the foregoing, the number of Shares with respect to which the Award may become vested pursuant to Paragraph 5(d), and the number of Shares with respect to which the Award becomes vested pursuant to Paragraph 5(e), shall be determined based upon Compound Annual Growth Rate as of the date of the Change in Control rather than on the basis of Three-Year Cumulative EBITDA, as determined in accordance with the following:

Performance Level	Compound Annual Growth Rate	% of Restricted Stock Units Vesting
Maximum	____%	____%
Target	____%	____%
Threshold	____%	____%

If the Corporation's performance falls within the range of the Threshold and Target or the Target and Maximum achievement levels, then the number of Restricted Stock Units will be calculated based on a linear interpolation between the \_\_\_% and \_\_\_% levels or the \_\_\_% and \_\_\_% levels, respectively.

The term "Compound Annual Growth Rate" shall mean the percentage determined by subtracting one from the Applicable Root of the quotient determined by dividing the Final Annual Adjusted EBITDA by the Initial Annual Adjusted EBITDA. For this purpose:

- (1) The term Final Annual Adjusted EBITDA shall mean the Corporation's Adjusted EBITDA of the Corporation for the 12-month period ending on the last day of the calendar month ending immediately prior to the Change in Control (as determined by the Corporation).
- (2) The term Initial Annual Adjusted EBITDA shall mean \$\_\_\_ Million.
- (3) The term "Applicable Root" shall mean (i) single root, if the Change in Control occurs during the first 17 months of the Measurement Period, (ii) square root, if the Change in Control occurs during the next 12 months of the Measurement Period and (iii) cube root if the Change in Control occurs during the final 7 months of the Measurement Period.

## KOPPERS HOLDINGS INC.

RESTRICTED STOCK UNIT ISSUANCE AGREEMENT- TSR PERFORMANCE VESTING

## RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Affiliate) and consultants who provide services to the Corporation (or any Affiliate).

B. Participant is to render valuable services to the Corporation (or an Affiliate), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation's issuance of shares of Common Stock to Participant under the Plan.

C. The award made by the Corporation pursuant to this Agreement is in consideration for the Participant's services to the Corporation and/or its Affiliates and acceptance of, and agreement to, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement.

D. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix A.

NOW, THEREFORE, it is hereby agreed as follows:

1. Grant of Restricted Stock Units. The Corporation hereby awards to Participant, as of the Award Date, Restricted Stock Units under the Plan. Except as otherwise provided in this Agreement, the Restricted Stock Units shall vest on \_\_\_\_\_, provided (i) the Participant continues in Service until \_\_\_\_\_, and (ii) the pre-established Performance Objective tied to Relative TSR (as defined in Schedule I attached hereto) measured over specified periods (as set forth in Schedule I) are attained. Each Restricted Stock Unit which so vests shall entitle Participant to receive one share of Common Stock on the specified issue date. The number of shares of Common Stock subject to the awarded Restricted Stock Units, the applicable performance targets for the vesting of those shares, the alternative and special vesting provisions which may become applicable to such shares, the date on which the vested shares shall become issuable (or, under certain circumstances, the cash equivalent thereof shall become payable) to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

## AWARD SUMMARY

Award Date: \_\_\_\_\_

Target Number of Shares \_\_\_\_\_ shares of Common Stock (the "Shares"); provided, however, that the actual  
Subject to Award: number of Restricted Stock Units shall be determined in accordance with the provisions of  
Schedule I attached hereto.

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Vesting Schedule: The Shares shall vest on \_\_\_\_\_, provided (i) the Participant continues in Service until \_\_\_\_\_, and (ii) the Performance Objectives set forth in the attached Schedule I are attained over the Measurement Period. However, the Shares may also vest in accordance with the special vesting provisions of Paragraph 5 of this Agreement.

Issuance Schedule: The Shares in which Participant vests in accordance with the foregoing Vesting Schedule shall become issuable upon the Issue Date. Except to the extent otherwise specified in Paragraph 5, the "Issue Date" with respect to any Shares shall be \_\_\_\_\_. The actual issuance of the Shares shall be subject to the Corporation's collection of all applicable Withholding Taxes and shall be effected on the applicable Issue Date or as soon as administratively practicable thereafter, but in no event later than the close of the calendar year in which such Issue Date occurs or (if later) the fifteenth (15th) day of the third (3rd) calendar month following such Issue Date. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

Notwithstanding the foregoing, or anything contained herein to the contrary, the Plan Administrator has the discretion to provide for the payment of vested Shares in cash, rather than Shares. In the event the Plan Administrator exercises such discretion, all references herein to payment in Shares or the right to receive Shares shall be replaced with references to payment in cash and/or the right to receive payment in cash equal to the Fair Market Value of the Shares on the date the Plan Administrator certifies the attainment of the Performance Objective.

Restrictive Covenants: The Award is being made by the Corporation in consideration for the Participant's services to the Corporation and its Affiliates and acceptance of, and agreement to be bound by, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement, which acceptance and agreement shall be evidenced by the Participant's execution of this Agreement.

2. Limited Transferability. Prior to the actual issuance of the Shares which vest hereunder, Participant may not transfer any interest in the Award or the underlying Shares; provided, however, any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred pursuant to the provisions of Participant's will or the laws of inheritance or to Participant's designated beneficiary or beneficiaries of this Award. Participant may make a beneficiary designation for this Award at any time by filing the appropriate form with the Plan Administrator or its designee.

3. Cessation of Service. Except as otherwise provided in Paragraph 5 below, should Participant cease Service for any reason prior to vesting in one or more Shares subject to this Award, then the Award will be immediately cancelled with respect to those unvested Shares. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. Stockholder Rights and Dividend Equivalents

(a) The holder of this Award shall not have any stockholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares following their actual issuance upon the Corporation's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, should any stock dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then Participant shall automatically be credited with an additional number of Restricted Stock Units equal to the number of shares of Common Stock which would have been paid on the Shares (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) at the time subject to this Award had those Shares been actually issued and outstanding and entitled to that dividend. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution. \_

(c) Notwithstanding the foregoing, should any cash dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then a special book account shall be established for Participant and credited with a dollar amount equal to the amount of that dividend paid per share multiplied by the number of Restricted Stock Units at the time subject to this Award (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) as of the record date for the dividend. No later than as of \_\_\_\_\_ each year following the Award Date and prior to \_\_\_\_\_ and no later than as of \_\_\_\_\_ (each such date a "Conversion Date"), each cash dividend amount credited to the special book account since the Award Date or the most recent prior Conversion Date, as applicable, shall be converted into a book entry of an additional number of Restricted Stock Units determined by dividing (i) such cash dividend equivalent amount by (ii) the average of the Fair Market Value per share of Common Stock on each of the dates during such period on which those dividends on the outstanding Common Stock were paid, rounded down to the nearest full share. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution. \_

5. Special Vesting/Change in Control.

(a) Should Participant's Service terminate (i) by reason of his or her Early Retirement, death or Permanent Disability, or (ii) involuntarily after Participant has completed at least thirty (30) Years of Service other than in connection with a termination for Misconduct, in either case prior to \_\_\_\_\_, then on \_\_\_\_\_, Participant shall vest

in a number of Shares equal to the number of Shares (if any) in which Participant would have been vested on \_\_\_\_\_, had Participant continued in Service through \_\_\_\_\_, *multiplied by a fraction*, the numerator of which is the number of days of Service Participant completed between the Award Date and the termination of Participant's Service, and the denominator of which is the total number of days during the period beginning on the Award Date and ending on \_\_\_\_\_; provided, however, that, in the event that Participant's Service terminates (i) by reason of his or her Early Retirement, death or Permanent Disability, or (ii) involuntarily after Participant has completed at least thirty (30) Years of Service other than in connection with a termination for Misconduct, on or after the last day of the Measurement Period, Participant shall vest in a number of Shares equal to the number of Shares (if any) in which Participant would have vested had his or her Service continued without interruption through \_\_\_\_\_. In the event of the termination of Participant's Service due to Participant's Early Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through \_\_\_\_\_. The Issue Date with respect to the Shares that vest pursuant to this Paragraph 5(a) shall be \_\_\_\_\_.

(b) Should the Participant's Service terminate by reason of his or her Normal Retirement prior to \_\_\_\_\_, then, on \_\_\_\_\_, Participant shall vest in a number of Shares equal to the number of Shares (if any) in which Participant would have vested had his or her Service continued without interruption through \_\_\_\_\_ if such termination occurs on or after the December 31 immediately following the Award Date. In the event of the termination of Participant's Service due to Normal Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through \_\_\_\_\_. The Issue Date with respect to the Shares that vest pursuant to this Paragraph 5(b) shall be \_\_\_\_\_.

(c) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be assumed by the successor entity or otherwise continued in full force and effect or may be replaced with a cash retention program of the successor entity which preserves the Fair Market Value of the unvested shares of Common Stock subject to the Award at the time of the Change in Control and provides for subsequent payout of that value in accordance with the same (or more favorable) vesting schedule in effect for the Award at the time of such Change in Control. In the event of such assumption or continuation of the Award or such replacement of the Award with a cash retention program, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control. However, in the event that the Change in Control occurs prior to the end of the Measurement Period, the vesting provisions in effect for the Award following the Change in Control shall no longer be tied to the attainment of the full Performance Objective set forth in Schedule I and shall instead be converted into the following vesting schedule: The Award (whether in its assumed or continued form or as converted into a cash retention program) shall vest with respect to the number of Shares (or the amount of cash) determined under Section 5(d) below upon Participant's continuation in Service through \_\_\_\_\_. Following the completion of such Service vesting period, the securities, cash or other property underlying the vested Award shall be issued on the applicable Issue Date. The Award may also vest in accordance with the special vesting provisions of Paragraphs 5(a) and (f) of this Agreement.

(d) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares subject to those units immediately prior to the Change in Control would have

been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time. However, the Award shall remain outstanding and eligible for Service vesting under the terms of this Agreement only with respect to the number of Shares (as so adjusted) that would have been earned pursuant to the Performance Objective identified in Schedule I (with such Performance Objective, including the Threshold, Target and Outstanding Performance Levels, being pro-rated through the date of the Change in Control) based on the Corporation's actual performance with respect to such pro-rated Performance Objective through the effective date of the Change in Control. To the extent the actual holders of the outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or parent entity) may, in connection with the assumption or continuation of the Restricted Stock Units subject to the Award at that time, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in the Change in Control transaction, provided such common stock is readily tradable on an established U.S. securities exchange or market. In the event the Award is converted into a cash retention program, the amount of cash subject to the Award under such program shall be equal to the value of the number of Shares determined in accordance with the foregoing provisions of this Section 5(d) as of the effective date of the Change in Control (based on the per-share value of the consideration received by holders of the outstanding Common Stock in connection with the Change in Control), plus credited interest or earnings through the Issue Date as determined under the terms of such cash retention program. The Issue Date with respect to the Shares that vest pursuant to this Paragraph 5(d) shall be \_\_\_\_\_.

(e) If (i) the Change in Control occurs on or after the end of the Measurement Period but prior to \_\_\_\_\_, or (ii) if the Change in Control occurs prior to the end of the Measurement Period but the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect or replaced with a cash retention program in accordance with Paragraph 5(c), then a number of units equal to the number of Shares that have been earned pursuant to the Performance Objective identified in Schedule I (with such Performance Objective, including the Threshold, Target and Outstanding Performance Levels, being pro-rated through the date of the Change in Control with respect to such pro-rated Performance Objective if it occurs prior to the end of the Measurement Period) based on the Corporation's actual performance through the earlier of the effective date of the Change in Control or the end of the Measurement Period will vest immediately prior to the closing of the Change in Control. The Shares that vest under this subparagraph (e) will be issued on the Issue Date triggered by the Change in Control (or otherwise converted into the right to receive the same consideration per share of Common Stock payable to the other stockholders of the Corporation in consummation of that Change in Control and distributed either (i) to the extent permitted by Treas. Reg. Section 1.409A-3(i)(5)(iv), at the same time as such stockholder payments, or (ii) to the extent not so permitted, at the Issue Date that would otherwise have applied to the Shares, as set forth below), subject to the Corporation's collection of the applicable Withholding Taxes pursuant to the provisions of Paragraph 7. For purposes of this Paragraph 5(e), the Issue Date with respect to such Shares shall be the effective date of the Change in Control so long as it qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and regulations thereunder. If it does not so qualify, the Issue Date shall be \_\_\_\_\_.

(f) Upon an involuntary termination of Participant's Service for reasons other than Misconduct within twenty-four (24) months following a Change in Control transaction which does not otherwise result in the accelerated vesting of the Restricted Stock Units pursuant to the provisions of subparagraph (e) of this Paragraph 5 and prior to \_\_\_\_\_, a number of units equal to the number of Shares that would have been earned pursuant to Section 5(d) shall vest on such date of termination. Any unvested cash account maintained on Participant's behalf pursuant to the cash retention program established in accordance with subparagraph (c) of this Paragraph 5 shall also vest at the time of such involuntary termination. The Issue Date for such vested Shares or cash shall be six months and one day after the date of termination (or, if earlier, \_\_\_\_\_), so long as (i) the Change in Control qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and regulations thereunder, and (ii) the involuntary termination of Participant's Service qualifies as a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations thereunder. If they do not so qualify, the Issue Date shall be \_\_\_\_\_.

(g) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(h) Nothing in this Paragraph 5 shall give the Corporation or any successor any right or discretion to change the time of issuance of Shares or payment of cash to the extent that such change would cause the Award to fail to comply with the requirements of Section 409A of the Code and this Paragraph 5 shall be interpreted accordingly.

6. Adjustment in Shares. In the event that the Plan Administrator determines that any dividend or other distribution (other than regular cash dividends), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Corporation, issuance of warrants or other rights to purchase shares or other securities of the Corporation, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Plan Administrator to be appropriate in order to prevent dilution or enlargement of the benefits intended to be made available under this Agreement, then the Plan Administrator shall, in such manner as it may deem equitable, adjust any or all of the number and type of shares (or other securities or property) subject to this Agreement, or, if the Plan Administrator deems it appropriate, make provision for a cash payment to the Participant.

7. Collection of Withholding Taxes.

(a) Upon the applicable Issue Date, the Corporation shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock, subject, however, to the Corporation's collection of the applicable Withholding Taxes.

(b) Until such time as the Corporation provides Participant with written or electronic notice to the contrary, the Corporation shall collect Withholding Taxes required to be withheld with respect to the vesting or issuance of the vested Shares hereunder (including shares attributable to the dividend equivalent rights provided under Paragraph 4) through an automatic share withholding procedure pursuant to which the Corporation will withhold, at the time of such

vesting or issuance, a portion of the Shares with a Fair Market Value (measured as of the vesting or Issue Date, as applicable) equal to the amount of those taxes (including taxes resulting from such withholding) (the "Share Withholding Method") necessary to satisfy the Corporation's required tax withholding obligations; provided, however, that the amount of any Shares so withheld shall not exceed the maximum statutory withholding rates for federal, state and local tax purposes, including the Participant's share of payroll or similar taxes, that are applicable to the Participant's relevant jurisdiction. Participant shall be notified in writing or electronically in the event such Share Withholding Method is no longer available.

(c) Should any Shares (including shares attributable to the dividend equivalent rights provided under Paragraph 4) vest or be issued at a time when the Share Withholding Method is not available, then the Withholding Taxes required to be withheld with respect to those Shares shall be collected from Participant through either of the following alternatives:

- Participant's delivery of his or her separate check payable to the Corporation in the amount of such taxes, or

- the use of the proceeds from a next-day sale of the Shares issued to Participant, provided and only if (i) such a sale is permissible under the Corporation's trading policies governing the sale of Common Stock, (ii) Participant makes an irrevocable commitment, on or before the Issue Date for those Shares, to effect such sale of the Shares and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(d) Except as otherwise provided in Paragraph 4 and Paragraph 5, the settlement of all Restricted Stock Units which vest under the Award shall be made solely in shares of Common Stock. In no event, however, shall any fractional shares be issued. Accordingly, the total number of shares of Common Stock to be issued pursuant to the Award shall, to the extent necessary, be rounded down to the next whole share in order to avoid the issuance of a fractional share.

8. Compliance with Laws and Regulations. The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Corporation and Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such issuance.

9. Restrictive Covenants; Additional Conditions.

(a) As a condition of receiving this Award, the Participant hereby acknowledges and agrees that during the period in which the Participant provides Services to the Corporation or any Affiliate, and for the Restrictive Covenant Period following the date on which the Participant ceases to provide Service to the Corporation or any Affiliate for any reason, the Participant shall comply with the restrictive covenants set forth herein. The restrictive covenants set forth herein shall not supersede and replace any other restrictions and obligations the Participant may be subject to with the Corporation and if there is a conflict between

comparable restrictions the more restrictive provisions shall control, as reasonably determined by the Corporation:

(i) Participant acknowledges that during Participant's Service with the Corporation and its Affiliates, Participant will have access to, possess or help the Corporation develop valuable proprietary commercial and/or technical information, trade secrets and other confidential information belonging to the Corporation and its Affiliates and will be instrumental to the development and/or maintenance of goodwill with the Corporation's and its Affiliates' customers. Participant acknowledges that such proprietary information, trade secrets, confidential information and goodwill are valuable assets of the Corporation and its Affiliates and the Corporation has a legitimate interest in protecting itself from disclosure or misappropriation of such information and from interference with its goodwill relationships with its customers.

(ii) Other than in the ordinary course or for the benefit of the business of the Corporation and its Affiliates, during the term of Participant's Service with the Corporation and its Affiliates and thereafter, Participant shall not, directly or indirectly, divulge, furnish or make accessible to any other person, business, firm or corporation, or use in any way, any Confidential Information which Participant has acquired or become acquainted with or shall acquire or become acquainted with as a result of Participant's Service with the Corporation or any Affiliate, whether developed by Participant, or by others. The Confidential Information is the property of the Corporation and/or Affiliate and Participant acknowledges that the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust, and fiduciary duty and would cause irreparable injury to the Corporation and/or Affiliate. Furthermore, Participant acknowledges that during Participant's Service with the Corporation and any Affiliate, Participant may be exposed to the confidential information of customers and other third parties and Participant shall maintain the confidentiality of this information and shall only use it as necessary to carry out the work for the Corporation and any Affiliate consistent with restrictions placed upon such Confidential Information. Nothing contained herein shall restrict Participant's use of general knowledge acquired by Participant as part of Participant's normal growth in Participant's profession.

(iii) Participant shall not, during the term of Participant's Service with the Corporation and any Affiliate and for the Restrictive Covenant Period, render services as an officer, owner (other than having less than two (2%) percent ownership of a publicly traded corporation's stock), director, consultant, employee, or other service provider, to, or on behalf of, a Competing Business, provided, however, this Section 9(a)(iii) will not apply if Participant's duties and responsibilities for any Competing Business do not involve Participant in the provision of any services that are similar to or competitive with the services Participant provided to the Corporation or any Affiliate. Participant acknowledges that the Corporation together with its Affiliates is engaged in business throughout the world and that the marketplace for the Corporation's and its Affiliates' products and services is worldwide, and thus the geographic area, length and scope of this noncompetition provision are reasonable and necessary to protect the legitimate business interests of the Corporation and its Affiliates. In the event a court of competent jurisdiction determines that one or more of the provisions of this Paragraph 9(a) are so broad as to be unenforceable, then such provision shall be deemed to be

reduced in scope or length, as the case may be, to the extent required to make such provisions enforceable.

(iv) Participant shall disclose promptly and assign to the Corporation or the Affiliate all right, title and interest in any invention or idea, patentable or not, made or conceived by Participant during Service with the Corporation or the Affiliate, relating in any manner to the actual or anticipated business, research or development work of the Corporation or the Affiliate and shall do anything reasonably necessary to enable the Corporation or the Affiliate to secure a patent where appropriate in the United States and in foreign countries.

(v) Participant shall not, directly or indirectly, solicit, for the purpose of offering or attempting to offer any service, product or other application which is the same as or similar to the services, products or other applications offered or in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation or any Affiliate, any of the Corporation's or any Affiliate's customers with whom Participant had contact, or about whom Participant obtained, or had access to, confidential information during Participant's Service, for the Restrictive Covenant Period. Participant further agrees, for the Restrictive Covenant Period, that Participant shall not solicit or attempt to solicit any employee of, or consultant to, the Corporation or any Affiliate, which employee or consultant had been rendering services to the Corporation or any Affiliate at any time within the six-month period immediately preceding the termination of Participant's Service, to leave the employ of, or no longer render service to or for the benefit of, the Corporation or any Affiliate.

(vi) Participant shall not make any Disparaging Statements about the Corporation or any Affiliate to any of the Corporation's or any Affiliate's past, present, or future customers, employees, clients, contractors, vendors, or to the media or to any other person either orally or by any other medium of communication, including internet communication. As used herein, the term "Disparaging Statement" means any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence, or good character of the Corporation or any Affiliate.

(b) Participant acknowledges that a breach of any of the covenants contained in this Agreement may cause irreparable damage to the Corporation or Affiliate, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach or threatened breach would be inadequate. Accordingly, Participant agrees that if Participant breaches or threatens to breach any of the covenants contained in this Agreement, in addition to any other remedy which may be available to the Corporation at law or in equity, the Corporation shall be entitled to (i) cease or withhold any payment, including any issuance of Shares or payment of cash, to Participant pursuant to this Award, including the return of any previously delivered payment, including any Shares, proceeds recognized upon any sale or other disposition of those Shares, or cash; and/or (ii) institute and prosecute proceedings in any court of competent jurisdiction for specific performance and injunctive relief to prevent the breach or any threatened breach thereof without bond or other security or a showing that monetary damages will not provide an adequate remedy. Participant agrees to disclose in advance the existence and terms of the restrictions and covenants contained in this Agreement to any employer or service recipient by whom Participant might be employed or retained during the

period in which the covenants or restrictions apply. Participant agrees that, in the event of a final determination of Participant's breach of any of the covenants contained in this Agreement, the restrictions in the relevant paragraph shall be extended for a period equal to the period that Participant was in breach. Participant represents and acknowledges that Participant has been advised by the Corporation to consult Participant's own legal counsel with respect to this Agreement and Participant has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Participant's legal counsel.

(c) Upon delivery of the Shares or other payment pursuant to this Award, the Plan Administrator may require Participant to certify on a form acceptable to the Plan Administrator, that Participant is in compliance with the terms, conditions and restrictions of the Plan and this Agreement.

(d) This Award, and the right to receive and retain any Shares or cash payments covered by this Award, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or similar policy of the Corporation in effect on the Award Date or that may be established thereafter, including any modification or amendment thereto, or as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law as may be in effect from time to time, and which may operate to create additional rights for the Corporation with respect to the Shares and recovery of amounts relating thereto. By accepting this Award under the Plan, Participant agrees and acknowledges that Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Corporation to recover or recoup any Award or amounts paid under the Plan subject to claw-back pursuant to such law or policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any Award or amounts paid pursuant to this Award.

10. Notices. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Secretary of the Corporation at its principal corporate office at 436 Seventh Avenue, Pittsburgh, PA 15219. Except to the extent electronic notice is expressly authorized hereunder, any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated below Participant's signature line on this Agreement. All notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. Successors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Participant, Participant's assigns, the legal representatives, heirs and legatees of Participant's estate and any beneficiaries of the Award designated by Participant.

12. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control. All decisions of the Plan Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

13. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without resort to Pennsylvania's conflict-of-laws rules.

14. Right to Continued Service. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Service at any time for any reason, with or without cause, unless such rights are otherwise limited pursuant to a separate agreement between the Corporation (or any Affiliate) and Participant.

15. Section 409A. This Award is intended to be excepted from coverage under, or compliant with the provisions of, Section 409A of the Code and the regulations promulgated thereunder ("Section 409A") and shall be construed accordingly. Notwithstanding the foregoing or any provision of the Plan to the contrary, if the Award is subject to the provisions of Section 409A (and not excepted therefrom), the provisions of the Plan and this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Participant agrees that the Corporation may, without the consent of Participant, modify the Agreement and the Award to the extent and in the manner the Corporation deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Corporation deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder. Notwithstanding, the Corporation makes no representations and/or warranties with respect to compliance with Section 409A, and Participant recognizes and acknowledges that Section 409A could potentially impose upon Participant certain taxes or interest charges for which Participant is and shall remain solely responsible.

16. Survivability. The terms of this Agreement survive the termination of Participant's Service for any reason.

17. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable in any jurisdiction, then such provision shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement; provided, however, that the binding effect and enforceability of the remaining provisions of this Agreement, to the extent the economic benefits conferred upon the parties by virtue of this Agreement remain substantially unimpaired, shall not be affected or impaired in any manner, and any such invalidity, illegality or unenforceability with respect to such provisions shall not invalidate or render unenforceable such provision in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Award Date indicated above.

**KOPPERS HOLDINGS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Participant:**

Signature: \_\_\_\_\_

APPENDIX A

DEFINITIONS

The following definitions shall be in effect under the Agreement:

- A. Affiliate means any entity that, directly or through one or more intermediaries, is controlled by the Corporation, and any entity in which the Corporation has a significant equity interest as determined by the Plan Administrator.
- B. Agreement shall mean this Restricted Stock Unit Issuance Agreement.
- C. Award shall mean the award of Restricted Stock Units made to Participant pursuant to the terms of this Agreement.
- D. Award Date shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.
- E. Board shall mean the Corporation's Board of Directors.
- F. Change in Control of the Corporation shall have occurred in the event that:
- (i) a person, partnership, joint venture, corporation or other entity, or two or more of any of the foregoing acting as a "person" within the meaning of Sections 13(d)(3) of the 1934 Act, other than the Corporation, a majority-owned subsidiary of the Corporation or an employee benefit plan of the Corporation or such subsidiary (or such plan's related trust), become(s) the "beneficial owner" (as defined in Rule 13d-3 under the Act) of fifty percent (50%) or more of the then outstanding voting stock of the Corporation;
  - (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board (together with any new Board member whose election by the Corporation's Board or whose nomination for election by the Corporation's stockholders, was approved by a vote of at least two-thirds of the Board members then still in office who either were Board members at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board members then in office;
  - (iii) all or substantially all of the business of the Corporation is disposed of pursuant to a merger, consolidation or other transaction in which the Corporation is not the surviving corporation or the Corporation combines with another company and is the surviving corporation (unless the Corporation's stockholders immediately following such merger, consolidation, combination, or other transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the aggregate voting stock or other ownership interests of (x) the entity or entities, if any, that succeed to the business of the Corporation or (y) the combined company);

(iv) the closing of the sale of all or substantially all of the assets of the Corporation or a liquidation or dissolution of the Corporation; or

(v) the acquisition, directly or indirectly, by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation) of beneficial ownership (within the meaning of Rule 13d-3 of the Act) of securities possessing more than twenty percent (20%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders which the Board does not recommend such stockholders to accept.

G. Code shall mean the Internal Revenue Code of 1986, as amended.

H. Common Stock shall mean shares of the Corporation's common stock.

I. Competing Business shall mean: any person, corporation, partnership, joint venture, association or other entity engaged in the development or offering or attempting to offer any service, product, chemical formulation or other material which: (i) is a direct or indirect product of the extraction or distillation of coal tar; (ii) is utilized in the distillation, impregnation or treatment of materials with coal tar, petroleum pitch or their respective by-products or distillates; (iii) constitutes or is utilized in conjunction with railroad track joints, ties, mounting hardware, bridge timbers, bridge crossings or bridging assemblies; (iv) constitutes or is utilized in conjunction with utility poles (including components, inspection, treatment, maintenance and restoration thereof) or marine pilings; (v) is utilized for the preservation or recovery of wood materials or (vi) constitutes any product or service which was in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation and any Affiliate.

J. Confidential Information shall mean any proprietary or confidential information of the Corporation or any Affiliate, including but not limited to any trade secrets, confidential or secret designs, technologies, content, processes, formulae, plans, manuals, devices, machines, know-how, methods, compositions, ideas, improvements, financial and marketing information, costs, pricing, sales, sales volume, methods and proposals, customer and prospective customer lists, identity of key personnel in the employ of customers and prospective customers, amount or kind of customer's purchases from the Corporation or any Affiliate, system documentation, hardware, engineering and configuration information, computer programs, source and object codes (whether or not patented, patentable, copyrighted or copyrightable), related software development information, inventions or other confidential or proprietary information belonging to the Corporation or any Affiliate or directly or indirectly relating to the Corporation's or Affiliate's business and affairs.

K. Corporation shall mean Koppers Holdings Inc., a Pennsylvania corporation, and any successor corporation to all or substantially all of the assets or voting stock of Koppers Holdings Inc. which shall by appropriate action adopt the Plan.

L. Disparaging Statements shall have the meaning set forth in Paragraph 9(a)(vi).

M. Early Retirement shall mean Participant's voluntary termination from Service on or after his or her attainment of age 55 with at least ten (10) Years of Service that is

not a Normal Retirement; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

N. Employee shall mean an individual who is in the employ of the Corporation (or any Affiliate), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

O. Fair Market Value per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global Market, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the Nasdaq Global Market on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

P. Measurement Period shall mean the three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ over which the Performance Objective set forth in the attached Schedule I is to be measured, which shall be comprised of the following three performance periods (each a "Performance Period"):

(a) The one-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, and

(b) The two-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, and

(c) The three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

Q. Misconduct shall mean the commission of any act of fraud, embezzlement or dishonesty by Participant, any unauthorized use or disclosure by Participant of Confidential Information, or any other intentional misconduct by Participant adversely affecting the business or affairs of the Corporation (or any Affiliate) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Affiliate) to discharge or dismiss Participant or any other person in the Service of the Corporation (or any Affiliate) for any

other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan or this Agreement, to constitute grounds for termination for Misconduct.

R. 1934 Act shall mean the Securities Exchange Act of 1934, as amended from time to time.

S. Normal Retirement shall mean Participant's voluntary termination from Service on a date that is (i) on or after his or her attainment of age 60 with at least fifteen (15) Years of Service, or (ii) on or after his or her attainment of age 65; provided that Participant has delivered written notice to the Corporation or Affiliate that employs Participant of Participant's intent to terminate service on such date at least 180 days prior thereto.

T. Participant shall mean the person to whom the Award is made pursuant to the Agreement as set forth on the signature page of the Agreement.

U. Permanent Disability shall mean the inability of Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more.

V. Plan shall mean the Corporation's 2020 Long-Term Incentive Plan.

W. Plan Administrator shall mean the committee(s) designated by the Board to administer the Plan.

X. Restricted Stock Units shall mean Restricted Stock Units awarded pursuant to Section 6(c) of the Plan.

Y. Restrictive Covenant Period shall mean the two-year period following a Participant's termination of Service with the Corporation and/or any Affiliate for any reason.

Z. Service shall mean Participant's performance of services for the Corporation (or any Affiliate) in the capacity of an Employee, a non-employee member of the Board or a consultant. For purposes of this Agreement, Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Corporation (or any Affiliate) or (ii) the entity for which Participant performs such services ceases to remain an Affiliate, even though Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation or an Affiliate; provided, however, that except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's or an Affiliate's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

AA. Stock Exchange shall mean the Nasdaq Global Market, the New York Stock Exchange or such other stock exchange on which the Common Stock is listed.

BB. Withholding Taxes shall mean the federal, state and local income and employment taxes required to be withheld by the Corporation or Affiliate in connection with the vesting and concurrent issuance of the shares of Common Stock under the Award, including any additional shares resulting from the dividend equivalent right provisions of the Award.

CC. Years of Service shall mean, with respect to a Participant, such Participant's total number of years of "accumulated service" as such term is defined with respect to salaried employees under the Retirement Plan for Koppers Inc. (regardless of whether such Participant is eligible to receive a benefit under such plan).

SCHEDULE I

**PERFORMANCE OBJECTIVE**

The maximum number of Restricted Stock Units subject to this Agreement is \_\_\_% of the Target Number of Shares Subject to Award, of which up to 33⅓% (each a "Vesting Tranche") shall be eligible for vesting in each of the three Performance Periods as outlined below, provided the Participant continues in Service until \_\_\_\_\_. For the avoidance of doubt, a Vesting Tranche that is eligible for vesting over each of the three Performance Periods shall remain subject to the time-vesting condition that requires the Participant to continue in Service until \_\_\_\_\_ (except to the extent otherwise provided in Section 5).

The actual number of Restricted Stock Units to vest during each of the three applicable Performance Periods (provided Participant continues in Service until \_\_\_\_\_, except to the extent otherwise provided in Section 5), shall be determined in accordance with the following:

<b>Performance Level</b>	<b>Relative TSR</b>	<b>% of Restricted Stock Units Vesting</b>
Outstanding	___ percentile or above	___%
	___ percentile	___%
Target	___ percentile	___%
	___ percentile	___%
Threshold	___ percentile	___%

For each of the three applicable Performance Periods, if the Corporation's performance falls within the range of the Threshold and Target or the Target and Outstanding achievement levels, then the number of Restricted Stock Units with respect to each Vesting Tranche will be calculated based on a linear interpolation between the \_\_\_% and \_\_\_% levels, or the \_\_\_% and \_\_\_% levels, or the \_\_\_% and \_\_\_% levels, or the \_\_\_% and \_\_\_% levels, respectively. However, if the Corporation's TSR is negative for the three-year Measurement Period, any potential final payout will be capped at \_\_\_%.

The term, "Relative TSR" shall mean total stockholder return relative to the peer group (listed below). For each of the three applicable Performance Periods, TSR results will be calculated in early \_\_\_\_\_ at the end of each Performance Period. TSR for the Corporation and each company in the peer group will be determined as follows: TSR equals Ending Stock Price plus Value of Reinvested Dividends during the applicable Performance Period divided by Starting Stock Price. Starting and Ending Stock Price will be the average closing price for the two months preceding the first and last days of each applicable Performance Period, respectively, and the Corporation will be "included" in the peer group for performance calculations and rankings.

The Corporation's performance shall be compared to the peer group which consists of the companies from the S&P SmallCap 600 Materials Index. In the event any of the foregoing companies, as of the last day of each applicable Performance Period, either (a) is no longer publicly traded or (b) has publicly announced that a majority of its shares or substantially all of its assets are being acquired or that it is being merged into another company and will not be the surviving entity, but where the acquisition or merger has not yet closed as of such date despite the public announcement, then such company will be excluded from the Relative TSR calculation for the applicable Performance Period; provided, however, that if any of the above companies liquidates or files for bankruptcy, it will automatically be deemed in last place for purposes of the Relative TSR calculation.

KOPPERS HOLDINGS INC.

RESTRICTED STOCK UNIT ISSUANCE AGREEMENT – TIME VESTING

RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Affiliate) and consultants who provide services to the Corporation (or any Affiliate).

B. Participant is to render valuable services to the Corporation (or an Affiliate), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation’s issuance of shares of Common Stock to Participant under the Plan.

C. The award made by the Corporation pursuant to this Agreement is in consideration for the Participant’s services to the Corporation and/or its Affiliates and acceptance of, and agreement to, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement.

D. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix A.

NOW, THEREFORE, it is hereby agreed as follows:

1. Grant of Restricted Stock Units. The Corporation hereby awards to Participant, as of the Award Date, Restricted Stock Units under the Plan. Each Restricted Stock Unit represents the right to receive one share of Common Stock on the specified issuance date following the vesting of that unit. The number of shares of Common Stock subject to the awarded Restricted Stock Units, the applicable vesting schedule for those shares, the date on which those vested shares shall become issuable to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

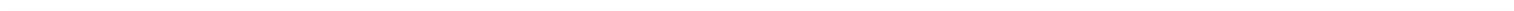
AWARD SUMMARY

Award Date: \_\_\_\_\_

Number of Shares Subject to Award: \_\_\_\_\_ shares of Common Stock (the “Shares”)

Vesting Schedule: 100% of the Shares shall vest upon Participant’s completion of a consecutive twenty-four (24)-month period of Service measured from the Award Date. However, one or more Shares may be subject to accelerated vesting in accordance with the provisions of Paragraph 5 of this Agreement.

Issuance Schedule: The Shares in which Participant vests in accordance with the foregoing Vesting Schedule shall become issuable upon the Issue Date. Except to the extent otherwise specified in Paragraph 5, the “Issue Date” with respect to any Shares shall be the date on which such Shares become vested pursuant to such Vesting Schedule or otherwise. The actual



issuance of the Shares shall be subject to the Corporation's collection of all applicable Withholding Taxes and shall be effected on the applicable Issue Date or as soon as administratively practicable thereafter, but in no event later than the close of the calendar year in which such Issue Date occurs or (if later) the fifteenth (15th) day of the third (3rd) calendar month following such Issue Date. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

Restrictive Covenants: The Award is being made by the Corporation in consideration for the Participant's services to the Corporation and its Affiliates and acceptance of, and agreement to be bound by, the terms, conditions and restrictions of the restrictive covenants set forth in Paragraph 9 of this Agreement, which acceptance and agreement shall be evidenced by the Participant's execution of this Agreement.

2. Limited Transferability. Prior to the actual issuance of the Shares which vest hereunder, Participant may not transfer any interest in the Award or the underlying Shares; provided, however, any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred pursuant to the provisions of Participant's will or the laws of inheritance or to Participant's designated beneficiary or beneficiaries of this Award. Participant may make a beneficiary designation for this Award at any time by filing the appropriate form with the Plan Administrator or its designee.

3. Cessation of Service. Except as otherwise provided in Paragraph 5 below, should Participant cease Service for any reason prior to vesting in one or more Shares subject to this Award, then the Award will be immediately cancelled with respect to those unvested Shares. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. Stockholder Rights and Dividend Equivalents

(a) The holder of this Award shall not have any stockholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares following their actual issuance upon the Corporation's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, should any stock dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then Participant shall automatically be credited with an additional number of Restricted Stock Units equal to the number of shares of Common Stock which would have been paid on the Shares (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) at the time subject to this Award had those Shares been actually issued and outstanding and entitled to that dividend. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution.

(c) Notwithstanding the foregoing, should any cash dividend, whether regular or extraordinary, be declared and paid on the outstanding Common Stock while one or more Shares remain subject to this Award (i.e., those Shares are not otherwise issued and outstanding for purposes of entitlement to the dividend or distribution), then a special book account shall be established for Participant and credited with a dollar amount equal to the amount of that dividend paid per share multiplied by the number of Restricted Stock Units at the time subject to this Award (plus the number of additional shares previously credited to Participant pursuant to the dividend equivalent right provisions of this Paragraph 4) as of the record date for the dividend. No later than as of \_\_\_\_\_ each year following the Award Date and prior to the vesting date and no later than the vesting date (each such date a "Conversion Date"), each cash dividend amount credited to the special book account since the Award Date or the most recent prior Conversion Date, as applicable, shall be converted into a book entry of an additional number of Restricted Stock Units determined by dividing (i) such cash dividend equivalent amount by (ii) the average of the Fair Market Value per share of Common Stock on each of the dates during such period on which those dividends on the outstanding Common Stock were paid, rounded down to the nearest full share. The additional Restricted Stock Units so credited shall vest at the same time as the Shares to which they relate and shall be distributed to Participant concurrently with the issuance of those Shares on the applicable Issue Date. However, each such distribution shall be subject to the Corporation's collection of the Withholding Taxes applicable to that distribution.

5. Accelerated Vesting/Change in Control.

(a) Should Participant's Service terminate by reason of his or her Retirement, death or Permanent Disability prior to vesting date set forth in Paragraph 1, then Participant shall immediately vest in an additional number of Shares (if any) equal to the number of Shares that were scheduled to be vested twenty-four months after the Award Date had Participant continued in Service through such date, *multiplied by a fraction*, the numerator of which is the number of days of Service Participant completed between the Award Date and the date of termination of Participant's Service, and the denominator of which is the total number of days from the Award Date and the date that is twenty-four months after the Award Date. The Issue Date with respect to such Shares shall be the date of such termination.

(b) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be assumed by the successor entity or otherwise continued in full force and effect or may be replaced with a cash retention program of the successor entity which preserves the Fair Market Value of the unvested shares of Common Stock subject to the Award at the time of the Change in Control and provides for subsequent payout of that value in accordance with the same (or more favorable) vesting schedule in effect for the Award at the time of such Change in Control. In the event of such assumption or continuation of the Award or such replacement of the Award with a cash retention program, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control.

(c) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares subject to those units immediately prior to the Change in Control would have been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time. To the extent the actual holders of the outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or parent entity) may, in connection with the assumption or

continuation of the Restricted Stock Units subject to the Award at that time, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in the Change in Control transaction, provided such common stock is readily tradable on an established U.S. securities exchange or market.

(d) If the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect or replaced with a cash retention program in accordance with Paragraph 5(b), then those units will vest immediately prior to the closing of the Change in Control. The Shares subject to those vested units, together with any other Shares in which Participant is at that time vested, will be issued on the Issue Date(s) triggered by the Change in Control (or otherwise converted into the right to receive the same consideration per share of Common Stock payable to the other stockholders of the Corporation in consummation of that Change in Control and distributed either (i) to the extent permitted by Treas. Reg. Section 1.409A-3(i)(5)(iv), at the same time as such stockholder payments, or (ii) to the extent not so permitted, at the Issue Date that would otherwise have applied to the Shares, as set forth below), subject to the Corporation's collection of the applicable Withholding Taxes pursuant to the provisions of Paragraph 7. For purposes of this Paragraph 5(d), the Issue Date with respect to such Shares shall be the effective date of the Change in Control so long as it qualifies as a "change in the ownership or effective control" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder. If it does not so qualify, the Issue Date with respect to such Shares shall be the date on which such Shares would otherwise have become vested pursuant to the Vesting Schedule set forth in the Award Summary.

(e) Upon an involuntary termination of Participant's Service for reasons other than Misconduct within twenty-four (24) months following a Change in Control transaction which does not otherwise result in the accelerated vesting of the Restricted Stock Units pursuant to the provisions of subparagraph (e) of this Paragraph 5, all unvested Restricted Stock Units hereunder shall immediately vest at that time. Any unvested cash account maintained on Participant's behalf pursuant to the cash retention program established in accordance with subparagraph (c) of this Paragraph 5 shall also vest at the time of such involuntary termination. The Issue Date for such vested Shares or cash shall be six months and one day after the date of termination (or, if earlier, the otherwise applicable Issue Date), so long as (i) the Change of Control qualifies as a "change in the ownership or effective control" or a "change in the ownership of a substantial portion of the assets" of the Corporation within the meaning of Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder, and (ii) the involuntary termination of Participant's Service qualifies as a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations thereunder. If they do not so qualify, the Issue Date with respect to such Shares shall be the date on which such Shares would otherwise have become vested pursuant to the Vesting Schedule set forth in the Award Summary.

(f) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(g) Nothing in this Paragraph 5 shall give the Corporation or any successor the right or discretion to change the time of issuance of Shares or payment of cash to the extent that such change would cause the Award to fail to comply with the requirements of Section 409A of the Code and this Paragraph 5 shall be interpreted accordingly.

6. Adjustment in Shares. In the event that the Plan Administrator determines that any dividend or other distribution (other than regular cash dividends), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Corporation, issuance of warrants or other rights to purchase shares or other securities of the Corporation, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Plan Administrator to be appropriate in order to prevent dilution or enlargement of the benefits intended to be made available under this Agreement, then the Plan Administrator shall, in such manner as it may deem equitable, adjust any or all of the number and type of shares (or other securities or property) subject to this Agreement, or, if the Plan Administrator deems it appropriate, make provision for a cash payment to the Participant.

7. Collection of Withholding Taxes.

(a) Upon the applicable Issue Date, the Corporation shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock, subject, however, to the Corporation's collection of the applicable Withholding Taxes.

(b) Until such time as the Corporation provides Participant with written or electronic notice to the contrary, the Corporation shall collect Withholding Taxes required to be withheld with respect to the vesting or issuance of the vested Shares hereunder (including shares attributable to the dividend equivalent rights provided under Paragraph 4) through an automatic share withholding procedure pursuant to which the Corporation will withhold, at the time of such vesting or issuance, a portion of the Shares with a Fair Market Value (measured as of the vesting or Issue Date, as applicable) equal to the amount of those taxes (including taxes resulting from such withholding) (the "Share Withholding Method") necessary to satisfy the Corporation's required tax withholding obligations; provided, however, that the amount of any Shares so withheld shall not exceed the maximum statutory tax rates for federal, state and local tax purposes, including the Participant's share of payroll or similar taxes, that are applicable to the Participant's relevant jurisdiction. Participant shall be notified in writing or electronically in the event such Share Withholding Method is no longer available.

(c) Should any Shares (including shares attributable to the dividend equivalent rights provided under Paragraph 4) vest or be issued at a time when the Share Withholding Method is not available, then the Withholding Taxes required to be withheld with respect to those Shares shall be collected from Participant through either of the following alternatives:

Participant's delivery of his or her separate check payable to the Corporation in the amount of such taxes, or

the use of the proceeds from a next-day sale of the Shares issued to Participant, provided and only if (i) such a sale is permissible under the Corporation's trading policies governing the sale of Common Stock, (ii) Participant makes an irrevocable commitment, on or before the Issue Date for those Shares, to effect such sale of the Shares and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(d) Except as otherwise provided in Paragraph 4 and Paragraph 5(b) the settlement of all Restricted Stock Units which vest under the Award shall be made solely in

shares of Common Stock. In no event, however, shall any fractional shares be issued. Accordingly, the total number of shares of Common Stock to be issued pursuant to the Award shall, to the extent necessary, be rounded down to the next whole share in order to avoid the issuance of a fractional share.

8. Compliance with Laws and Regulations. The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Corporation and Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such issuance.

9. Restrictive Covenants; Additional Conditions.

(a) As a condition of receiving this Award, the Participant hereby acknowledges and agrees that during the period in which the Participant provide Services to the Corporation or any Affiliate, and for the Restrictive Covenant Period following the date on which the Participant ceases to provide Services to the Corporation or any Affiliate for any reason, the Participant shall comply with the restrictive covenants set forth herein. The restrictive covenants set forth herein shall not supersede and replace any other restrictions and obligations the Participant may be subject to with the Corporation and if there is a conflict between comparable restrictions the more restrictive provisions shall control, as reasonably determined by the Corporation.

(i) Participant acknowledges that during Participant's Service with the Corporation and its Affiliates, Participant will have access to, possess or help the Corporation and its Affiliates develop valuable proprietary commercial and/or technical information, trade secrets and other confidential information belonging to the Corporation and its Affiliates and will be instrumental to the development and/or maintenance of goodwill with the Corporation's and its Affiliates' customers. Participant acknowledges that such proprietary information, trade secrets, confidential information and goodwill are valuable assets of the Corporation and its Affiliates and the Corporation has a legitimate interest in protecting itself from disclosure or misappropriation of such information and from interference with its goodwill relationships with its customers.

(ii) Other than in the ordinary course or for the benefit of the business of the Corporation and its Affiliates, during the term of Participant's Service with the Corporation and its Affiliates and thereafter, Participant shall not, directly or indirectly, divulge, furnish or make accessible to any other person, business, firm or corporation, or use in any way, any Confidential Information which Participant has acquired or become acquainted with or shall acquire or become acquainted with as a result of Participant's Service with the Corporation or any Affiliate, whether developed by Participant, or by others. The Confidential Information is the property of the Corporation and/or Affiliate and Participant acknowledges that the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust, fiduciary duty and would cause irreparable injury to the Corporation and/or Affiliate. Furthermore, Participant acknowledges that during Participant's Service with the Corporation and/or Affiliate, Participant may be exposed to the confidential information of customers and other third parties and Participant shall maintain the confidentiality of this information and shall only use it as necessary to carry out the work for the Corporation and any Affiliate consistent with restrictions placed upon such Confidential Information. Nothing contained herein shall restrict Participant's use of general knowledge acquired by Participant as part of Participant's normal growth in Participant's profession.

(iii) Participant shall not, during the term of Participant's Service with the Corporation and any Affiliate and for the Restrictive Covenant Period, render services as an officer, owner (other than having less than two (2%) percent ownership of a publicly traded corporation's stock), director, consultant, employee, or other service provider, to, or on behalf of, a Competing Business, provided, however, this Section 9(a)(iii) will not apply if Participant's duties and responsibilities for any Competing Business do not involve Participant in the provision of any services that are similar to or competitive with the services Participant provided to the Corporation or any Affiliate. Participant acknowledges that the Corporation together with its Affiliates is engaged in business throughout the world and that the marketplace for the Corporation's and its Affiliates' products and services is worldwide, and thus the geographic area, length and scope of this noncompetition provision are reasonable and necessary to protect the legitimate business interests of the Corporation and its Affiliates. In the event a court of competent jurisdiction determines that one or more of the provisions of this Paragraph 9(a) are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such provisions enforceable.

(iv) Participant shall disclose promptly and assign to the Corporation or the Affiliate all right, title and interest in any invention or idea, patentable or not, made or conceived by Participant during Service with the Corporation or the Affiliate, relating in any manner to the actual or anticipated business, research or development work of the Corporation or the Affiliate and shall do anything reasonably necessary to enable the Corporation or the Affiliate to secure a patent where appropriate in the United States and in foreign countries.

(v) Participant shall not, directly or indirectly, solicit, for the purpose of offering or attempting to offer any service, product or other application which is the same as or similar to the services, products or other applications offered or in the process of being developed by the Corporation or any Affiliate within the last year prior to termination of Participant's Service with the Corporation or any Affiliate, any of the Corporation's or any Affiliate's customers with whom Participant had contact, or about whom Participant obtained, or had access to, confidential information during Participant's Service, for the Restrictive Covenant Period. Participant further agrees, for the Restrictive Covenant Period, that Participant shall not solicit or attempt to solicit any employee of, or consultant to, the Corporation or any Affiliate, which employee or consultant had been rendering services to the Corporation or any Affiliate at any time within the six-month period immediately preceding the termination of Participant's Service, to leave the employ of, or no longer render service to or for the benefit of, the Corporation or an Affiliate.

(vi) Participant shall not make any Disparaging Statements about the Corporation or any Affiliate to any of the Corporation's or any Affiliate's past, present, or future customers, employees, clients, contractors, vendors, or to the media or to any other person either orally or by any other medium of communication, including internet communication. As used herein, the term "Disparaging Statement" means any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence, or good character of the Corporation or any Affiliate.

(b) Participant acknowledges that a breach of any of the covenants contained in this Agreement may cause irreparable damage to the Corporation or Affiliate, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach or threatened breach would be inadequate. Accordingly, Participant agrees that if Participant breaches or threatens to breach any of the covenants contained in this Agreement, in

addition to any other remedy which may be available to the Corporation at law or in equity, the Corporation shall be entitled to (i) cease or withhold any payment, including any issuance of Shares or payment of cash to Participant pursuant to this Award, including the return of any previously delivered payment, including any Shares, proceeds recognized upon any sale or other disposition of those Shares, or cash; and/or (ii) institute and prosecute proceedings in any court of competent jurisdiction for specific performance and injunctive relief to prevent the breach or any threatened breach thereof without bond or other security or a showing that monetary damages will not provide an adequate remedy. Participant agrees to disclose in advance the existence and terms of the restrictions and covenants contained in this Agreement to any employer or service recipient by whom Participant might be employed or retained during the period in which the covenants or restrictions apply. Participant agrees that, in the event of a final determination of Participant's breach of any of the covenants contained in this Agreement, the restrictions in the relevant paragraph shall be extended for a period equal to the period that Participant was in breach. Participant represents and acknowledges that Participant has been advised by the Corporation to consult Participant's own legal counsel with respect to this Agreement and Participant has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Participant's legal counsel.

(c) Upon delivery of the Shares or other payment pursuant to this Award, the Plan Administrator may require Participant to certify on a form acceptable to the Plan Administrator, that Participant is in compliance with the terms, conditions and restrictions of the Plan and this Agreement.

(d) This Award, and the right to receive and retain any Shares or cash payments covered by this Award, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or similar policy of the Corporation in effect on the Award Date or that may be established thereafter, including any modification or amendment thereto, or as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law as may be in effect from time to time and which may operate to create additional rights for the Corporation with respect to the shares and recovery of amounts relating thereto. By accepting this Award under the Plan, Participant agrees and acknowledges that Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Corporation to recover or recoup any Award or amounts paid under the Plan subject to claw-back pursuant to such law or policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any Award or amounts paid pursuant to this Award.

10. Notices. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Secretary of the Corporation at its principal corporate office at 436 Seventh Avenue, Pittsburgh, PA 15219. Except to the extent electronic notice is expressly authorized hereunder, any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated below Participant's signature line on this Agreement. All notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. Successors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Participant, Participant's assigns, the legal

representatives, heirs and legatees of Participant's estate and any beneficiaries of the Award designated by Participant.

12. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control. All decisions of the Plan Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

13. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without resort to Pennsylvania's conflict-of-laws rules.

14. Right to Continued Service. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Service at any time for any reason, with or without cause, unless such rights are otherwise limited pursuant to a separate agreement between the Corporation (or any Affiliate) and Participant.

15. Section 409A. This Award is intended to be excepted from coverage under, or compliant with the provisions of, Section 409A of the Code and the regulations promulgated thereunder ("Section 409A") and shall be construed accordingly. Notwithstanding the foregoing or any provision of the Plan to the contrary, if the Award is subject to the provisions of Section 409A (and not excepted therefrom), the provisions of the Plan and this Agreement shall be administered, interpreted and construed in a manner necessary to comply with Section 409A (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Participant agrees that the Corporation may, without the consent of Participant, modify the Agreement and the Award to the extent and in the manner the Corporation deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Corporation deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder. Notwithstanding, the Corporation makes no representations and/or warranties with respect to compliance with Section 409A, and Participant recognizes and acknowledges that Section 409A could potentially impose upon Participant certain taxes or interest charges for which Participant is and shall remain solely responsible.

16. Survivability. The terms of this Agreement survive the termination of Participant's Service with the Corporation for any reason.

17. Severability. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable in any jurisdiction, then such provision shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement; provided, however, that the binding effect and enforceability of the remaining provisions of this

Agreement, to the extent the economic benefits conferred upon the parties by virtue of this Agreement remain substantially unimpaired, shall not be affected or impaired in any manner, and any such invalidity, illegality or unenforceability with respect to such provisions shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Award Date indicated above.

**KOPPERS HOLDINGS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Participant:**

Signature: \_\_\_\_\_

## APPENDIX A

### DEFINITIONS

The following definitions shall be in effect under the Agreement:

- A. Affiliate means any entity that, directly or through one or more intermediaries, is controlled by the Corporation, and any entity in which the Corporation has a significant equity interest as determined by the Plan Administrator.
- B. Agreement shall mean this Restricted Stock Unit Issuance Agreement.
- C. Award shall mean the award of Restricted Stock Units made to Participant pursuant to the terms of this Agreement.
- D. Award Date shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.
- E. Board shall mean the Corporation's Board of Directors.
- F. Change in Control of the Corporation shall have occurred in the event that:

(i) a person, partnership, joint venture, corporation or other entity, or two or more of any of the foregoing acting as a "person" within the meaning of Sections 13(d)(3) of the 1934 Act, other than the Corporation, a majority-owned subsidiary of the Corporation or an employee benefit plan of the Corporation or such subsidiary (or such plan's related trust), become(s) the "beneficial owner" (as defined in Rule 13d-3 under the Act) of fifty percent (50%) or more of the then outstanding voting stock of the Corporation;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board (together with any new Board member whose election by the Corporation's Board or whose nomination for election by the Corporation's stockholders, was approved by a vote of at least two-thirds of the Board members then still in office who either were Board members at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board members then in office;

(iii) all or substantially all of the business of the Corporation is disposed of pursuant to a merger, consolidation or other transaction in which the Corporation is not the surviving corporation or the Corporation combines with another company and is the surviving corporation (unless the Corporation's stockholders immediately following such merger, consolidation, combination, or other transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the aggregate voting stock or other ownership interests of (x) the entity or entities, if any, that succeed to the business of the Corporation or (y) the combined company);

(iv) the closing of the sale of all or substantially all of the assets of the Corporation or a liquidation or dissolution of the Corporation; or

(v) the acquisition, directly or indirectly, by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation of beneficial ownership (within the meaning of Rule 13d-3 of the Act) of securities possessing more than twenty percent (20%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders which the Board does not recommend such stockholders to accept.

G. Code shall mean the Internal Revenue Code of 1986, as amended.

H. Common Stock shall mean shares of the Corporation's common stock.

I. Competing Business shall mean: any person, corporation, partnership, joint venture, association or other entity engaged in the development or offering or attempting to offer any service, product, chemical formulation or other material which: (i) is a direct or indirect product of the extraction or distillation of coal tar; (ii) is utilized in the distillation, impregnation or treatment of materials with coal tar, petroleum pitch or their respective by-products or distillates; (iii) constitutes or is utilized in conjunction with railroad track joints, ties, mounting hardware, bridge timbers, bridge crossings or bridging assemblies; (iv) constitutes or is utilized in conjunction with utility poles (including components thereof) or marine pilings; (v) is utilized for the preservation or recovery of wood materials or (vi) constitutes any product or service which was in the process of being developed by the Corporation within the last year prior to termination of Participant's Service with the Corporation.

J. Confidential Information shall mean any proprietary or confidential information of the Corporation, including but not limited to any trade secrets, confidential or secret designs, technologies, content, processes, formulae, plans, manuals, devices, machines, know-how, methods, compositions, ideas, improvements, financial and marketing information, costs, pricing, sales, sales volume, methods and proposals, customer and prospective customer lists, identity of key personnel in the employ of customers and prospective customers, amount or kind of customer's purchases from the Corporation, system documentation, hardware, engineering and configuration information, computer programs, source and object codes (whether or not patented, patentable, copyrighted or copyrightable), related software development information, inventions or other confidential or proprietary information belonging to the Corporation or directly or indirectly relating to the Corporation's business and affairs.

K. Corporation shall mean Koppers Holdings Inc., a Pennsylvania corporation, and any successor corporation to all or substantially all of the assets or voting stock of Koppers Holdings Inc. which shall by appropriate action adopt the Plan.

L. Disparaging Statements shall have the meaning set forth in Paragraph 9(a)(vi).

M. Employee shall mean an individual who is in the employ of the Corporation (or any Affiliate), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

N. Fair Market Value per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global Market, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the Nasdaq Global Market on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock at the close of regular hours trading (i.e., before after-hours trading begins) on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

O. Misconduct shall mean the commission of any act of fraud, embezzlement or dishonesty by Participant, any unauthorized use or disclosure by Participant of confidential information or trade secrets of the Corporation (or any Affiliate), or any other intentional misconduct by Participant adversely affecting the business or affairs of the Corporation (or any Affiliate) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Affiliate) to discharge or dismiss Participant or any other person in the Service of the Corporation (or any Parent or Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan or this Agreement, to constitute grounds for termination for Misconduct.

P. 1934 Act shall mean the Securities Exchange Act of 1934, as amended from time to time.

Q. Participant shall mean the person to whom the Award is made pursuant to the Agreement.

R. Permanent Disability shall mean the inability of a Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more.

S. Plan shall mean the Corporation's 2020 Long Term Incentive Plan.

T. Plan Administrator shall mean the committee(s) designated by the Board to administer the Plan.

U. Restricted Stock Units shall mean Restricted Stock Units awarded pursuant to Section 6(c) of the Plan.

V. Restrictive Covenant Period shall mean the two year period following a Participant's termination of Service with the Corporation for any reason.

W. Retirement shall mean Participant's voluntary termination from Service (i) on or after his attainment of age sixty-five (65), or (ii) on or after his attainment of age 55 with at least ten (10) years of service, or involuntary termination from Service with at least thirty (30) years of service other than in connection with a termination for Misconduct. "Years of service" means Participant's total number of years of "accumulated service" as such term is defined with respect to salaried employees under the Retirement Plan for Koppers Inc. (regardless of whether Participant is eligible to receive a benefit under such plan).

X. Service shall mean Participant's performance of services for the Corporation (or any Affiliate) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. For purposes of this Agreement, Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Corporation (or any Affiliate) or (ii) the entity for which Participant performs such services ceases to remain an Affiliate, even though Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation or any Affiliate; provided, however, that except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's or an Affiliate's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period Participant is on a leave of absence.

Y. Stock Exchange shall mean the Nasdaq Global Market, the New York Stock Exchange or such other stock exchange on which the Common Stock is listed.

Z. Withholding Taxes shall mean the federal, state and local income and employment taxes required to be withheld by the Corporation in connection with the vesting and concurrent issuance of the shares of Common Stock under the Award, including any additional shares resulting from the dividend equivalent right provisions of the Award.

**KOPPERS HOLDINGS INC.  
SUBSIDIARIES OF THE COMPANY**

<b>Name*</b>	<b>Jurisdiction of Incorporation/Formation</b>
Koppers Inc.	Pennsylvania
Koppers Asia LLC	Delaware
Cox Wood of Alabama, LLC	Alabama
Koppers Delaware, Inc.	Delaware
Koppers World-Wide Ventures Corporation	Delaware
Koppers Ventures Inc.	Delaware
Koppers Railroad Structures Inc.	Delaware
Koppers Recovery Resources LLC	Kansas
Koppers Performance Chemicals Inc.	New York
Koppers Utility Services LLC	Pennsylvania
Carolina Pole Leland, Inc.	North Carolina
Cove City Wood Preserving, Inc.	North Carolina
Leland Land, LLC	North Carolina
Structural Woods Preserving Company	North Carolina
Koppers Assurance, Inc.	South Carolina
Atlantic Pole-Georgia, LLC	South Carolina
Atlantic Pole-Virginia, LLC	South Carolina
Carolina Pole, Inc.	South Carolina
Koppers Recovery Resources LLC	South Carolina
Cox Wood Preserving Company	South Carolina
Koppers Utility and Industrial Products Inc.	South Carolina
North-South Wood Preserving Company, Inc.	South Carolina
Ruby's Corner, LLC	South Carolina
Sustainable Management Systems, LLC	South Carolina
Sweetwater Wood Holdings, LLC	South Carolina
Continental Carbon Australia Pty Ltd	Australia
Koppers Australia Holding Company Pty Ltd	Australia
Koppers Australia Pty Limited	Australia
Koppers Carbon Materials & Chemicals Pty Ltd	Australia
Koppers Wood Products Pty Ltd	Australia
Koppers Ashcroft Inc.	British Columbia, Canada
Koppers (China) Carbon & Chemical Company Limited	Peoples Republic of China
Koppers (Tianjin) Trading Co., Ltd.	Peoples Republic of China
Koppers Mauritius	Republic of Mauritius
Koppers Europe ApS	Denmark
Koppers Denmark ApS	Denmark
Koppers European Holdings ApS	Denmark
Koppers Tar Tech International ApS	Denmark
Koppers International B.V.	Netherlands
Koppers Global B.V.	Netherlands
Koppers Australasian B.V.	Netherlands
Koppers UK Holding Limited	United Kingdom
Koppers UK Limited	United Kingdom
Koppers UK Transport Limited	United Kingdom
Koppers UK Investment Ltd.	United Kingdom
Koppers Railroad Structures Canada Inc.	British Columbia, Canada

Wood Protection Management LLC	Nevada
Wood Protection LP	Texas
Koppers-Nevada Limited Liability Company	Nevada
Timber Specialties Limited	Ontario, Canada
Protim Solignum Ltd.	United Kingdom
Protim Ltd.	Ireland
Koppers Sweden AB	Sweden
Koppers Performance Chemicals Denmark ApS	Denmark
Oy Koppers Finland Ab	Finland
Koppers Deutschland GmbH	Germany
Koppers Norway AS	Norway
Koppers Latvia SIA	Latvia
Koppers NZ LLC	New York
Koppers Performance Chemicals Australia Pty Ltd	Australia
Koppers Performance Chemicals New Zealand Limited	New Zealand
Koppers Thailand Ltd.	Thailand
Comercial KPC Chile Limitada	Chile
Koppers Performance Chemicals Brasil Comercio de Preservantes Ltda.	Brazil
Koppers NZ Holdings Limited	New Zealand

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statements (No. 333-236678) on Form S-3ASR and (Nos. 333-135449, 333-200144, 333-211957, 333-219655, 333-224658, 333-238041, 333-255869, 333-255870, 333-258537) on Form S-8 of our reports dated February 28, 2024, with respect to the consolidated financial statements of Koppers Holdings Inc. and subsidiaries and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Pittsburgh, Pennsylvania  
February 28, 2024

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KOPPERS HOLDINGS INC.  
POWER OF ATTORNEY  
(10-K)

I, Stephen R. Tritch, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Stephen R. Tritch

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Stephen R. Tritch

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KOPPERS HOLDINGS INC.  
POWER OF ATTORNEY  
(10-K)

I, Xudong Feng, Ph.D., a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Xudong Feng, Ph.D.

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Xudong Feng, Ph.D.

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KOPPERS HOLDINGS INC.  
POWER OF ATTORNEY  
(10-K)

I, Traci L. Jensen, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Traci L. Jensen

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Traci L. Jensen

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KOPPERS HOLDINGS INC.  
POWER OF ATTORNEY  
(10-K)

I, David L. Motley, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ David L. Motley

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David L. Motley

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KOPPERS HOLDINGS INC.

POWER OF ATTORNEY  
(10-K)

I, Albert J. Neupaver, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Albert J. Neupaver

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Albert J. Neupaver

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KOPPERS HOLDINGS INC.

POWER OF ATTORNEY  
(10-K)

I, Louis L. Testoni, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

(ii) to sign, in my name and on my behalf as a Director of the Corporation any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and

(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Louis L. Testoni

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Louis L. Testoni

KOPPERS HOLDINGS INC.

POWER OF ATTORNEY  
(10-K)

I, Sonja M. Wilkerson, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

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granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Sonja M. Wilkerson

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Sonja M. Wilkerson

KOPPERS HOLDINGS INC.

POWER OF ATTORNEY  
(10-K)

I, Sonja M. Wilkerson, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

(i) to sign, in my name and on my behalf as a Director of the Corporation, the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, to be filed with the Securities and Exchange Commission, Washington, DC,

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(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Andrew D. Sandifer

Andrew D. Sandifer

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KOPPERS HOLDINGS INC.

POWER OF ATTORNEY  
(10-K)

I, Sonja M. Wilkerson, a Director of Koppers Holdings Inc. (the "Corporation"), a Pennsylvania corporation, hereby constitute and appoint Leroy M. Ball, Jimmi Sue Smith and Bradley A. Pearce, or any of them, my true and lawful attorneys or attorneys-in-fact, with the full power of substitution and revocation,

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(iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney or attorney-in-fact full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys and attorneys-in-fact, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Witness my hand this 14th day of February, 2024.

/s/ Nishan J. Vartanian

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Nishan J. Vartanian

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## CERTIFICATIONS

I, Leroy M. Ball certify that:

1. I have reviewed this annual report on Form 10-K of Koppers Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ LEROY M. BALL  
Leroy M. Ball  
Chief Executive Officer

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## CERTIFICATIONS

I, Jimmi Sue Smith, certify that:

1. I have reviewed this annual report on Form 10-K of Koppers Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ JIMMI SUE SMITH  
Jimmi Sue Smith  
Chief Financial Officer

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CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Koppers Holdings Inc. (the "Company") on Form 10-K for the year ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned hereby certifies in his capacity as an officer of Koppers Holdings Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ LEROY M. BALL  
Leroy M. Ball  
Chief Executive Officer

February 28, 2024

/s/ JIMMI SUE SMITH  
Jimmi Sue Smith  
Chief Financial Officer

February 28, 2024

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**KOPPERS HOLDINGS INC.****INCENTIVE-BASED COMPENSATION RECOVERY POLICY**

1. Policy Purpose. The purpose of this Koppers Holdings Inc. (the “Company”) Incentive-Based Compensation Recovery Policy (this “Policy”) is to enable the Company to recover Erroneously Awarded Compensation in the event that the Company is required to prepare an Accounting Restatement. This Policy is intended to comply with the requirements set forth in Listed Company Manual Section 303A.14 of the corporate governance rules of the New York Stock Exchange (the “Listing Rule”) and shall be construed and interpreted in accordance with such intent. Unless otherwise defined in this Policy, capitalized terms shall have the meaning ascribed to such terms in Section 7. This Policy shall become effective on December 1, 2023. Where the context requires, reference to the Company shall include the Company’s subsidiaries and affiliates when the context requires (as determined by the Committee in its discretion).
  2. Policy Administration. This Policy shall be administered by the Management Development and Compensation Committee of the Board (the “Committee”) unless the Board determines to administer this Policy itself. The Committee has full and final authority to make all determinations under this Policy. All determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company, its affiliates, its stockholders and Executive Officers. Any action or inaction by the Committee with respect to an Executive Officer under this Policy in no way limits the Committee’s actions or decisions not to act with respect to any other Executive Officer under this Policy or under any similar policy, agreement or arrangement, nor shall any such action or inaction serve as a waiver of any rights the Company may have against any Executive Officer other than as set forth in this Policy.
  3. Policy Application. This Policy applies to all Incentive-Based Compensation received on or after October 2, 2023 by a person: (a) after beginning service as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for such Incentive-Based Compensation; (c) while the Company had a class of securities listed on a national securities exchange or a national securities association; and (d) during the three completed fiscal years immediately preceding the Accounting Restatement Date. In addition to such last three completed fiscal years, the immediately preceding clause (d) includes any transition period that results from a change in the Company’s fiscal year within or immediately following such three completed fiscal years; provided, however, that a transition period between the last day of the Company’s previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to twelve months shall be deemed a completed fiscal year. For purposes of this Section 3, Incentive-Based Compensation is deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period. For the avoidance of doubt, Incentive-Based Compensation that is subject to both a Financial Reporting Measure vesting condition and a service-based vesting condition shall be considered received when the relevant Financial Reporting Measure is achieved, even if the Incentive-Based Compensation continues to be subject to the service-based vesting condition.
  4. Policy Recovery Requirement. In the event of an Accounting Restatement, the Company must recover, reasonably promptly, Erroneously Awarded Compensation, in amounts determined pursuant to this Policy. The Company’s obligation to recover Erroneously Awarded Compensation is not dependent on if or when the Company files restated financial statements.
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Recovery under this Policy with respect to an Executive Officer shall not require the finding of any misconduct by such Executive Officer or such Executive Officer being found responsible for the accounting error leading to an Accounting Restatement. In the event of an Accounting Restatement, the Company shall satisfy the Company's obligations under this Policy to recover any amount owed from any applicable Executive Officer by exercising its sole and absolute discretion in how to accomplish such recovery. The Company's recovery obligation pursuant to this Section 4 shall not apply to the extent that the Committee, or in the absence of the Committee, a majority of the independent directors serving on the Board, determines that such recovery would be impracticable and:

- a. The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Stock Exchange; or
- b. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the registrant, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Code.

5. Policy Prohibition on Indemnification and Insurance Reimbursement. The Company is prohibited from indemnifying any Executive Officer or former Executive Officer against the loss of Erroneously Awarded Compensation. Further, the Company is prohibited from paying or reimbursing an Executive Officer for purchasing insurance to cover any such loss.

6. Required Policy-Related Filings. The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the federal securities laws, including disclosures required by U.S. Securities and Exchange Commission filings.

7. Definitions.

- a. "Accounting Restatement" means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
- b. "Accounting Restatement Date" means the earlier to occur of: (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; and
- c. (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.
- d. "Board" means the board of directors of the Company.
- e. "Code" means the U.S. Internal Revenue Code of 1986, as amended. Any reference to a section of the Code or regulation thereunder includes such section or regulation,

any valid regulation or other official guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

- f. “Erroneously Awarded Compensation” means, in the event of an Accounting Restatement, the amount of Incentive-Based Compensation previously received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts in such Accounting Restatement, and must be computed without regard to any taxes incurred or paid by the relevant Executive Officer; provided, however, that for Incentive-Based Compensation based on stock price or total stockholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement: (i) the amount of Erroneously Awarded Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total stockholder return upon which the Incentive-Based Compensation was received; and (ii) the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the Stock Exchange.
  - g. “Executive Officer” means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. An executive officer of the Company’s parent or subsidiary is deemed an “Executive Officer” if the executive officer performs such policy making functions for the Company. For the avoidance of doubt, “Executive Officer” includes, but is not limited to, any person identified as an executive officer pursuant to Item 401(b) of Regulation S-K under the U.S. Securities Act of 1933, as amended.
  - h. “Financial Reporting Measure” means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measure that is derived wholly or in part from such measure; provided, however, that a Financial Reporting Measure is not required to be presented within the Company’s financial statements or included in a filing with the U.S. Securities and Exchange Commission to qualify as a “Financial Reporting Measure.” For purposes of this Policy, “Financial Reporting Measure” includes, but is not limited to, stock price and total stockholder return.
  - i. “Incentive-Based Compensation” means any compensation that is granted, earned,
  - j. or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
  - k. “Stock Exchange” means the national stock exchange on which the Company’s common stock is listed.
8. Acknowledgement. Each Executive Officer shall sign and return to the Company, within 30 calendar days following the later of (i) the effective date of this Policy first set forth above or (ii)

the date the individual becomes an Executive Officer, the Acknowledgement Form attached hereto as Exhibit A, pursuant to which the Executive Officer agrees to be bound by, and to comply with, the terms and conditions of this Policy.

9. Committee Indemnification. Any members of the Committee, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.
10. Severability. The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision shall be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.
11. Amendment; Termination. The Board may amend this Policy from time to time in its sole and absolute discretion and shall amend this Policy as it deems necessary to reflect the Listing Rule. The Board may terminate this Policy at any time.
12. Other Recovery Obligations; General Rights. To the extent that the application of this Policy would provide for recovery of Incentive-Based Compensation that the Company recovers pursuant to Section 304 of the Sarbanes-Oxley Act or other recovery obligations, the amount the relevant Executive Officer has already reimbursed the Company will be credited to the required recovery under this Policy. This Policy shall not limit the rights of the Company to take any other actions or pursue other remedies that the Company may deem appropriate under the circumstances and under applicable law. To the maximum extent permitted under the Listing Rule, this Policy shall be administered in compliance with (or pursuant to an exemption from the application of) Section 409A of the Code.
13. Successors. This Policy is binding and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives.
14. Governing Law; Venue. This Policy and all rights and obligations hereunder are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, excluding any choice of law rules or principles that may direct the application of the laws of another jurisdiction. All actions arising out of or relating to this Policy shall be heard and determined exclusively in the state courts of the Commonwealth of Pennsylvania or, if such court declines to exercise jurisdiction or if subject matter jurisdiction over the matter that is the subject of any such legal action or proceeding is vested exclusively in the U.S. federal courts, the U.S. District Court for the Western District of Pennsylvania.

**EXHIBIT A**

**KOPPERS HOLDINGS INC.**

**INCENTIVE-BASED COMPENSATION RECOVERY POLICY ACKNOWLEDGEMENT FORM**

By signing below, the undersigned acknowledges and confirms that the undersigned has received and reviewed a copy of the Koppers Holdings Inc. (the "Company") Incentive-Based Compensation Recovery Policy (the "Policy").

By signing this Acknowledgement Form, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with the Company. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Policy) to the Company to the extent required by, and in a manner consistent with, the Policy. Further, by signing below, the undersigned agrees that the terms of the Policy shall govern in the event of any inconsistency between the Policy and the terms of (i) any employment agreement to which the undersigned is a party, (ii) any other policy of the Company, or (iii) any compensation plan, program or agreement under which any compensation has been granted, awarded, earned or paid.

**EXECUTIVE OFFICER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

