

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 07, 2022

KOPPERS HOLDINGS INC.

(Exact name of Registrant as Specified in Its Charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

1-32737
(Commission File Number)

20-1878963
(IRS Employer
Identification No.)

436 Seventh Avenue
Pittsburgh, Pennsylvania
(Address of Principal Executive Offices)

15219
(Zip Code)

Registrant's Telephone Number, Including Area Code: (412) 227-2001

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 7, 2022, the Management Development and Compensation Committee (the “Committee”) approved and the Board of Directors (the “Board”) of Koppers Holdings Inc. (the “Company”) ratified certain changes to the Company’s compensation program relating to future grants of equity compensation to eligible employees under the Koppers Holdings Inc. 2020 Long-Term Incentive Plan, as amended (the “Plan”), including (a) reducing the vesting period for time-based restricted stock unit (“RSU”) awards from four equal annual installments to three equal annual installments; and (b) establishing an additional performance measure that will apply to performance-based restricted stock unit (“PSU”) awards, such that PSU awards to eligible employees under the Plan will be eligible to be earned if the Company’s three-year cumulative earnings before interest, taxes, depreciation and amortization, as adjusted by the Plan administrator in its discretion to account for certain items (“Adjusted EBITDA”), meets certain performance thresholds based on a range of Adjusted EBITDA achieved over the relevant three-year measurement period. In addition to these changes, the Company will no longer grant stock option awards to eligible employees under the Plan beginning in 2023. Previously granted awards of equity compensation will continue on the same terms and will not be impacted by these changes to the Company’s compensation program relating to future grants of equity compensation under the Plan.

Consistent with the Company’s 2022 PSU awards, the Company will continue to grant PSU awards to eligible employees under the Plan using the Company’s total shareholder return (“TSR”) as the applicable performance measure. PSU awards granted using the Company’s TSR as the applicable performance measure will continue to be eligible to be earned in three separate tranches each representing one-third of the total award if the Company’s TSR relative to the S&P Small Cap 600 Materials Index meets certain performance thresholds based on a range of relative TSR achieved over the relevant performance period.

In order to implement the compensation program changes described above, the Committee and the Board also approved and ratified on December 7, 2022 a form of Restricted Stock Unit Issuance Agreement – Time Vesting (the “RSU Agreement”), a form of Restricted Stock Unit Issuance Agreement – EBITDA Performance Vesting (the “EBITDA PSU Agreement”) and a form of Restricted Stock Unit Issuance Agreement – TSR Performance Vesting (the “TSR PSU Agreement”) for future grants of RSUs and PSUs, respectively, under the Plan. Other than the changes described above, the terms of the RSU Agreement, the EBITDA PSU Agreement and the TSR PSU Agreement are substantially similar to those in the forms of restricted stock unit issuance agreements for RSUs and PSUs last approved by the Committee and ratified by the Board in December 2021 and disclosed by the Company in its Annual Report on Form 10-K for the year ended December 31, 2021 filed on February 23, 2022 as Exhibits 10.49 and 10.50, respectively.

The foregoing description of the RSU Agreement, the EBITDA PSU Agreement and the TSR PSU Agreement does not purport to be complete and is qualified in its entirety by reference to the copies of such agreements filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this report.

On December 7, 2022, the Committee approved and the Board ratified the following award values for executives who are expected to be identified as the Company’s named executive officers in the Company’s proxy statement for its 2023 annual meeting of shareholders.⁽¹⁾

<u>Named Executive Officer</u>	<u>RSUs</u>	<u>PSUs (EBITDA)</u>	<u>PSUs (TSR)</u>
Leroy M. Ball <i>President and Chief Executive Officer</i>	\$623,269	\$1,246,538	\$1,246,538
Jimmi Sue Smith <i>Chief Financial Officer</i>	\$187,500	\$187,500	\$93,750
James A. Sullivan <i>Executive Vice President and Chief Operating Officer</i>	\$480,000	\$480,000	\$240,000
Leslie S. Hyde <i>Senior Vice President and Chief Sustainability Officer</i>	\$172,498	\$172,498	\$86,249
Stephanie L. Apostolou <i>General Counsel and Secretary</i>	\$180,000	\$180,000	\$90,000

- (1) *The number of units issued to the Company's named executive officers will be equivalent to the award value divided by the Company's closing stock price on the grant date for the awards, which is January 4, 2023.*

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Form of Restricted Stock Unit Issuance Agreement – Time Vesting](#)
- 10.2 [Form of Restricted Stock Unit Issuance Agreement – EBITDA Performance Vesting](#)
- 10.3 [Form of Restricted Stock Unit Issuance Agreement – TSR Performance Vesting](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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SIGNATURES

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

Dated: December 13, 2022

KOPPERS HOLDINGS INC.

By: /s/ Jimmi Sue Smith

Jimmi Sue Smith

Chief Financial Officer

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 immediately upon vesting (the "Issue Date"). 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 by reason of his or her Retirement, death or Permanent Disability 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.

(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(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 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 at the same time as such stockholder payments), 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 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 qualify the Issue Date shall be the otherwise applicable Issue Date.

(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 (d) 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 (b) 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; otherwise, the Issue Date shall be the otherwise applicable Issue Date.

(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 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, 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 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: _____

Address: _____

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. 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 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.
- 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 as set forth on the signature page of this 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 and/or any Affiliate 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 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.
- 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, 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.

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 _____ 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.

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 on _____, (or upon the date of an earlier Change in Control, or six months and one day after the date of an earlier involuntary termination other than for Misconduct following a Change in Control, if so provided herein) (the "Issue Date"). 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 by reason of his or her Retirement, death or Permanent Disability 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 by reason of his or her Retirement, death or Permanent Disability 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 Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through _____.

(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. 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(c) 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 (e) of this Agreement.

(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. However, in the event that the Change in Control occurs within the first eighteen (18) months of the Measurement Period, the Award shall remain outstanding and eligible for Service vesting under the terms of this Agreement with respect only to the number of Shares (as so adjusted) that would have been earned pursuant to the Performance Objective identified in Schedule I if the Corporation's performance at the end of the Measurement Period was at the Target level. In the event that the Change in Control occurs on or after the first day of the nineteenth (19th) month of the Measurement Period and prior to the end of the Measurement Period, 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 (pro-rated through the date

of the Change in Control) based on the Corporation's actual performance 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(c) 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.

(d) 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(b), then (i) if the Change in Control occurs within the first eighteen (18) months of the Measurement Period, a number of units equal to the number of Shares that would have been earned pursuant to the Performance Objective identified in Schedule I if the Corporation's performance at the end of the Measurement Period was at the Target level (less any Shares in which Participant is at the time vested) will vest immediately prior to the closing of the Change in Control and (ii) if the Change in Control occurs on or after the first day of the nineteenth (19th) month of the Measurement Period, a number of units equal to the number of Shares that have been earned pursuant to the Performance Objective identified in Schedule I (pro-rated through the date of the Change in Control 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 (d) 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 at the same time as such stockholder payments), 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 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 _____.

(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 (d) 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(c) 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 (b) 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; otherwise, the Issue Date shall be _____.

(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 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 5 and Paragraph 4, 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, 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: _____

Address: _____

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. 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. 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

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. 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.

S. 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.

T. Plan shall mean the Corporation's 2020 Long-Term Incentive Plan.

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

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

W. 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.

X. 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).

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 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.

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 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.

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 _____.

The actual number of Restricted Stock Units to vest during the Measurement Period (provided Participant continues in Service until _____), 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.

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 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 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 on _____, (or upon the date of an earlier Change in Control, or six months and one day after the date of an earlier involuntary termination other than for Misconduct following a Change in Control, if so provided herein) (the "Issue Date"). 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 by reason of his or her Retirement, death or Permanent Disability 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 by reason of his or her Retirement, death or Permanent Disability 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 Retirement, such vesting shall be conditioned upon Participant's compliance with the conditions of Section 9 through _____.

(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. 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(c) 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 (e) of this Agreement.

(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. However, in the event that the Change in Control occurs within the first eighteen (18) months of the Measurement Period, the Award shall remain outstanding and eligible for Service vesting under the terms of this Agreement with respect only to the number of Shares (as so adjusted) that would have been earned pursuant to the Performance Objective identified in Schedule I if the Corporation's performance at the end of the Measurement Period was at the Target level. In the event that the Change in Control occurs on or after the first day of the nineteenth (19th) month of the Measurement Period and prior to the end of the Measurement Period, 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 (pro-rated through the date

of the Change in Control) based on the Corporation's actual performance 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(c) 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.

(d) 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(b), then (i) if the Change in Control occurs within the first eighteen (18) months of the Measurement Period, a number of units equal to the number of Shares that would have been earned pursuant to the Performance Objective identified in Schedule I if the Corporation's performance at the end of the Measurement Period was at the Target level (less any Shares in which Participant is at the time vested) will vest immediately prior to the closing of the Change in Control and (ii) if the Change in Control occurs on or after the first day of the nineteenth (19th) month of the Measurement Period, a number of units equal to the number of Shares that have been earned pursuant to the Performance Objective identified in Schedule I (pro-rated through the date of the Change in Control 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 (d) 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 at the same time as such stockholder payments), 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 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 _____.

(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 (d) 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(c) 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 (b) 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; otherwise, the Issue Date shall be _____.

(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 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 5 and Paragraph 4, 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, 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: _____

Address: _____

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. 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. 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 _____.

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. 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.

S. 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.

T. Plan shall mean the Corporation's 2020 Long-Term Incentive Plan.

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

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

W. 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.

X. 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).

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 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.

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 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.

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 33 $\frac{1}{3}$ % (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 _____.

The actual number of Restricted Stock Units to vest during each of the three applicable Performance Periods (provided Participant continues in Service until _____), shall be determined in accordance with the following:

Performance Level	Relative TSR	% of Restricted Stock Units Vesting
Outstanding	____ percentile or above	____%
	____ percentile	____%
Target	____ percentile	____%
	____ percentile	____%
Threshold	____ percentile or below	____%

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.

