
**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): January 20, 2017 (January 19, 2017)

KOPPERS HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

1-32737
(Commission
File Number)

20-1878963
(IRS Employer
Identification No.)

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

15219
(Zip Code)

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

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

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

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

Following the receipt of the consent of the holders of a majority of the outstanding principal amount of the outstanding 7.875% Senior Notes due 2019 (the "Senior Notes") of Koppers Inc., a wholly-owned subsidiary of Koppers Holdings Inc., in a previously announced tender offer and consent solicitation, on January 19, 2017, Koppers Inc. and certain of its subsidiaries entered into a Third Supplemental Indenture, dated as of January 19, 2017 (the "Supplemental Indenture") to the Indenture, dated as of December 1, 2009 (as previously supplemented, the "Indenture") governing the Senior Notes. The Supplemental Indenture amends the Indenture and the Senior Notes to, among other things, eliminate substantially all of the affirmative and restrictive covenants (other than, among other covenants, the covenant to pay interest and premium, if any, on, and principal of, the Senior Notes when due) and certain events of default and related provisions applicable to the Senior Notes. Except as amended by the Supplemental Indenture, all terms and conditions set forth in the Indenture and the Senior Notes remain in full force and effect.

Although the Supplemental Indenture was effective upon execution, the amendments to the Indenture and the Senior Notes set forth in the Supplemental Indenture will become operative only upon the initial date of acceptance for purchase by Koppers Inc. of Senior Notes validly tendered in its previously announced tender offer. Accordingly, the terms of the Supplemental Indenture will be null and void, and the terms of the Indenture will continue in full force and effect without any modification by the Supplemental Indenture, if such acceptance for purchase does not occur.

The foregoing is a summary of the material terms and conditions of the Supplemental Indenture and is not a complete discussion of the document. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and hereby incorporated by reference.

The terms and conditions of Koppers Inc.'s previously announced tender offer and consent solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated January 5, 2017 (the "Offer to Purchase") and a related Consent and Letter of Transmittal, which have been sent to holders of Senior Notes. Koppers Inc.'s obligations to accept any Senior Notes tendered and to pay the applicable consideration for them are set forth solely in the Offer to Purchase and the related Consent and Letter of Transmittal. This Current Report on Form 8-K is not an offer to purchase, a solicitation of an offer to sell, or a solicitation of consents with respect to any securities. Koppers Inc.'s previously announced tender offer and consent solicitation are made only by, and pursuant to the terms of, the Offer to Purchase and the related Consent and Letter of Transmittal. Koppers Inc. is not making any recommendation in connection with its previously announced tender offer and consent solicitation. In addition, this Current Report on Form 8-K does not constitute a notice of redemption of the Senior Notes under the optional redemption provisions of the Indenture.

Item 3.03 Material Modification to Rights of Security Holders

(a) The information set forth under Item 1.01 is incorporated by reference into this Item 3.03.

Item 8.01 Other Events.

On January 20, 2017, Koppers Holdings Inc. issued a press release announcing that its wholly-owned subsidiary, Koppers Inc., had successfully completed its consent solicitation with respect to the Notes.

A copy of the press release is attached to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

4.1 Third Supplemental Indenture, dated as of January 19, 2017, among Koppers Inc., Koppers Holdings Inc., the subsidiary guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee.

99.1 Press Release, dated January 20, 2017.

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: January 20, 2017

KOPPERS HOLDINGS INC.

By: /s/ Michael J. Zugay

Michael J. Zugay
Chief Financial Officer

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
4.1	Third Supplemental Indenture, dated as of January 19, 2017, among Koppers Inc., Koppers Holdings Inc., the subsidiary guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee.
99.1	Press Release, dated January 20, 2017.

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE, dated as of January 19, 2017 (this "Supplemental Indenture"), to the Indenture, dated as of December 1, 2009 (the "Original Indenture" and as supplemented by the First Supplemental Indenture (as defined below) and the Second Supplemental Indenture (as defined below), the "Indenture"), among KOPPERS INC., a Pennsylvania corporation (the "Issuer"), KOPPERS HOLDINGS INC., a Pennsylvania corporation ("Parent"), THE SUBSIDIARY GUARANTORS listed on the signature pages hereto (collectively, the "Subsidiary Guarantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer, the Subsidiary Guarantors and the Trustee have heretofore executed and delivered the Original Indenture to provide for the issuance of 7.875% Senior Notes due 2019 of the Issuer (the "Notes"), \$300,000,000 in aggregate principal amount of which is currently outstanding, and the guarantee by Parent and the Subsidiary Guarantors (collectively, the "Guarantors") of the Issuer's obligations under the Notes (the "Guarantees"), that certain Supplemental Indenture, dated as of February 25, 2010 (the "First Supplemental Indenture"), to the Original Indenture, and that certain Second Supplemental Indenture, dated as of August 15, 2014 (the "Second Supplemental Indenture"), to the Original Indenture;

WHEREAS, the Issuer proposes to further amend the Indenture, the Notes and the Guarantees as contemplated by this Supplemental Indenture (such amendments, collectively, the "Amendments");

WHEREAS, pursuant to Section 9.02 of the Indenture, the Issuer and the Trustee may amend or supplement the Indenture, the Notes and the Guarantees as contemplated by this Supplemental Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes;

WHEREAS, the Issuer desires and has requested the Trustee to join with it and the Guarantors in entering into this Supplemental Indenture for the purpose of amending the Indenture, the Notes and the Guarantees in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Issuer has obtained the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, pursuant to the Offer to Purchase and Consent Solicitation Statement, dated January 5, 2017 (as amended, supplemented or otherwise modified from time to time, the "Consent Solicitation Statement"), to the Amendments upon the terms and subject to the conditions set forth therein;

WHEREAS, the Issuer has done all things necessary to make this Supplemental Indenture a valid agreement of the Issuer in accordance with the terms of the Indenture and has satisfied all other conditions required under Article 9 of the Indenture; and

WHEREAS, pursuant to Section 9.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to effect the Amendments, the Issuer, Parent and the Subsidiary Guarantors agree with the Trustee as follows:

ARTICLE 1 DEFINITIONS

1.1 *Definitions.* Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms used but not defined in this Supplemental Indenture shall have the meanings assigned to them in the Indenture.

1.2 *Rules of Interpretation.* The rules of interpretation set forth in the Indenture shall be applied hereto as if set forth in full herein.

ARTICLE 2
AMENDMENTS OF THE INDENTURE AND NOTES

2.1 *Amendment to Indenture and Notes.* Following the execution and delivery by the Issuer, Parent, the Subsidiary Guarantors and the Trustee of this Supplemental Indenture, the terms hereof shall become operative on the initial date (the “Operative Date”) of acceptance for purchase by the Issuer of the Notes validly tendered in the tender offer contemplated by the Consent Solicitation Statement. Effective as of the Operative Date, this Supplemental Indenture hereby amends the Indenture and Notes as provided for herein. If the Operative Date does not occur on or prior to the Initial Payment Date (as defined in the Consent Solicitation Statement), then the terms of this Supplemental Indenture shall be null and void and the Indenture and Notes shall continue in full force and effect without any modification or amendment hereby.

2.2 *Deletion of Certain Provisions.*

(a) As of the Operative Date, the following sections of Article 4 of the Indenture (“Covenants”) are hereby deleted in their entirety and, in the case of each such section, replaced with the phrase “[Intentionally Omitted]”, and any and all references to such sections and any and all obligations thereunder are hereby deleted throughout the Indenture, and such sections and references shall be of no further force or effect.

- Section 4.02 Maintenance of Office or Agency
- Section 4.03 Reports
- Section 4.05 Taxes
- Section 4.06 Stay, Extension and Usury Laws
- Section 4.07 Restricted Payments
- Section 4.08 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries
- Section 4.09 Incurrence of Indebtedness and Issuance of Preferred Stock
- Section 4.10 Asset Sales
- Section 4.11 Transactions with Affiliates
- Section 4.12 Liens
- Section 4.13 Business Activities
- Section 4.14 Corporate Existence
- Section 4.15 Offer to Repurchase Upon Change of Control
- Section 4.16 Limitations on Sale and Leaseback Transactions
- Section 4.17 Additional Guarantees
- Section 4.18 Designation of Restricted and Unrestricted Subsidiaries
- Section 4.19 Special Interest Notice

(b) As of the Operative Date, clause (b) of Section 4.04 (“Compliance Certificate”) is hereby deleted in its entirety and replaced with the phrase “[Intentionally Omitted]”, and any and all references to such clause and any and all obligations thereunder are hereby deleted throughout the Indenture, and such clause and references shall be of no further force or effect.

(c) As of the Operative Date, Section 5.01 of the Indenture (“Merger, Consolidation, or Sale of Assets”) is hereby deleted in its entirety and replaced with the phrase “[Intentionally Omitted]”, and any and all references to such section and any and all obligations thereunder are hereby deleted throughout the Indenture, and such sections and references shall be of no further force or effect.

(d) As of the Operative Date, each of clauses (3), (4), (5), (6) and (9) of Section 6.01 of the Indenture (“Events of Default”) and each of clauses (b), (c), (d), (e), (f) and (h) of Section 8.02 of the Indenture (“Conditions to Defeasance”) are hereby deleted in their entirety and, in the case of each such section, replaced with the phrase “[Intentionally Omitted]” and the Issuer shall be released from any and all of its obligations thereunder.

2.3 Other Amendments to the Indenture.

(a) All definitions in the Indenture which are used exclusively in the sections and clauses deleted pursuant to Section 2.2 of this Supplemental Indenture or whose sole use or uses in the Indenture were eliminated in the amendments set forth in Section 2.2 of this Supplemental Indenture are hereby deleted. All cross-references in the Indenture to sections and clauses deleted by Section 2.2 of this Supplemental Indenture shall also be deleted in their entirety.

(b) Section 5.02 of the Indenture (“Successor Corporation Substituted”) is hereby amended and restated in its entirety as follows: “The Indenture provides that upon any consolidation or merger in which the Issuer is not a continuing Person or any Transfer of all or substantially all of the assets of the Issuer, the Issuer Surviving Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture and the Registration Rights Agreement with the same effect as if such Issuer Surviving Entity had been named as such; *provided, however,* that the predecessor Issuer shall not be relieved from the obligation to pay the principal of, premium on, if any, and interest and Special Interest, if any, on, the Notes, except in the case of a sale of all or substantially all of the Issuer’s assets.

2.4 *Amendment to the Notes.* The Notes include certain of the foregoing provisions and definitions from the Indenture to be deleted or amended pursuant to Sections 2.2 and 2.3 hereof. Upon the Operative Date, such provisions from the Notes shall be deemed deleted or amended as applicable.

ARTICLE 3 REDEMPTION CERTIFICATE

At the Operative Time, the Issuer, Parent and the Subsidiary Guarantors shall execute, and hereby authorize and direct Wells Fargo Bank, National Association, acting as Collateral Trustee, to execute, a Redemption Certificate, Assignment and Confirmation, in substantially the form attached as Exhibit A to the Collateral Trust Agreement, dated as of August 15, 2014 (the “Collateral Trust Agreement”), by and among the Issuer, the Guarantors party thereto, the Trustee, PNC Bank National Association, as administrative agent, and Wells Fargo Bank, National Association, as collateral trustee (the “Collateral Trustee”), terminating the Collateral Trust Agreement and the liens and security interests granted pursuant thereto in favor of the Collateral Trustee thereunder.

ARTICLE 4 MISCELLANEOUS

4.1 *Ratification of Indenture; Supplemental Indenture Part of Indenture.* On and after the Operative Date, each reference in the Indenture to “this Indenture,” “hereunder,” “hereof,” or “herein” shall mean and be a reference to the Indenture as supplemented by this Supplemental Indenture, unless the context otherwise requires. Except as expressly amended hereby on the Operative Date, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

4.1 *Trust Indenture Act Controls.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision of this Supplemental Indenture or the Indenture that is required to be included by the Trust Indenture Act of 1939, as amended (the “Act”), as in force at the date this Supplemental Indenture is executed, the provision required by the Act shall control.

4.2 *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture, express or implied, shall give to any person, other than the parties to this Supplemental Indenture and their successors hereunder and the Holders of the Notes, any benefit of any legal or equitable right, remedy or claim under this Supplemental Indenture.

4.3 *Concerning the Trustee.* The recitals contained herein shall be taken as the statements of the Issuer, Parent and the Subsidiary Guarantors, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

4.4 *Successors and Assigns.* All covenants and agreements in this Supplemental Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

4.5 *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

4.6 *GOVERNING LAW.* THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

4.7 *FATCA.* This Supplemental Indenture has not resulted in a material modification of the Notes for purposes of the Foreign Account Tax Compliance Act (FATCA) provisions of the Internal Revenue Code.

4.8 *No Recourse Against Others.* No director, officer, liability, employee, incorporator or stockholder of the Issuer, Parent or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Issuer, Parent or any Subsidiary Guarantor under the Notes, the Indenture (as supplemented hereby), the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4.9 *Effect of Headings.* The Article and Section headings in this Supplemental Indenture are for convenience only and shall not affect the construction of this Supplemental Indenture.

4.10 *Severability*. In case any one or more of the provisions in this Supplemental Indenture or in the Notes or the Guarantees shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

4.11 *Endorsement and Change of Form of Notes*. Any Notes authenticated and delivered after the close of business on the Operative Date in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after the Operative Date for such purpose shall be stamped, imprinted or otherwise legended by the Issuer, with a notation as follows:

“Effective as of January 25, 2017, substantially all of the covenants of the Issuer and the Guarantors and certain Events of Default have been eliminated or limited, as provided in the Third Supplemental Indenture, dated as of January 19, 2017, by and among the Issuer, Parent, the Subsidiary Guarantors and the Trustee. Reference is hereby made to such Third Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed all as of the date first written above.

Issuer:

KOPPERS INC.

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

Parent:

KOPPERS HOLDINGS INC.

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

Subsidiary Guarantors:

CONCRETE PARTNERS, INC.

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

KOPPERS ASIA LLC

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

[Signatures continue on following page]

KOPPERS CONCRETE PRODUCTS, INC.

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

KOPPERS DELAWARE, INC.

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

KOPPERS VENTURES INC.

By: /s/ Louann E. Tronsberg-Deihle
Name: Louann E. Tronsberg-Deihle
Title: Treasurer and Assistant Secretary

KOPPERS WORLD-WIDE VENTURES CORPORATION

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

KOPPERS PERFORMANCE CHEMICALS INC. (formerly
OSMOSE, INC.)

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

[Signatures continue on following page]

KOPPERS-NEVADA LIMITED-LIABILITY COMPANY
(formerly OSMOSE-NEVADA LIMITED LIABILITY
COMPANY)

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Authorized Person

KOPPERS NZ LLC (formerly OSMOSE NZ, LLC)

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Authorized Person

KOPPERS RAILROAD STRUCTURES INC. (formerly
OSMOSE RAILROAD SERVICES, INC.)

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

WOOD PROTECTION LP

By: Wood Protection Management LLC,
its General Partner

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Authorized Person

WOOD PROTECTION MANAGEMENT LLC

By: /s/ Louann E. Tronsberg-Deihle

Name: Louann E. Tronsberg-Deihle

Title: Authorized Person

[Signatures continue on following page]

Trustee:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Stefan Victory

Name: Stefan Victory

Title: Vice President



Koppers Holdings Inc.
436 Seventh Avenue
Pittsburgh, PA 15219-1800
Tel 412 227 2001
www.koppers.com

News Release

FOR IMMEDIATE RELEASE

For Information: Michael J. Zugay, Chief Financial Officer
412 227 2231
ZugayMJ@koppers.com

Koppers Inc. Announces Initial Results of Tender Offer and Consent Solicitation For Its 7.875% Senior Notes due 2019

PITTSBURGH, January 20, 2017 – Koppers Inc., a wholly-owned subsidiary of Koppers Holdings Inc. (NYSE: KOP), announced today the initial results for its previously announced tender offer and related consent solicitation commenced on January 5, 2017 for any and all of its 7.875% Senior Notes due 2019. An aggregate of \$292,427,000 principal amount of Notes, representing approximately 97.5% of the Notes outstanding (the “Tendered Notes”), had been tendered as of 5:00 p.m., New York City time, on January 19, 2017. Accordingly, the requisite consents to approve the proposed amendments to the Indenture governing the Senior Notes have been obtained. The anticipated early settlement date of the tender offer and consent solicitation is January 25, 2017.

Based on the successful consent solicitation, Koppers Inc. and Wells Fargo Bank, National Association, as trustee, have executed a supplemental indenture that will eliminate, effective as of the initial settlement date of the tender offer and consent solicitation, substantially all of the covenants and certain events of default and related provisions applicable to the Senior Notes.

Koppers Inc. will make a cash payment of \$1,017.90 per \$1,000 principal amount of Senior Notes, which includes a consent payment of \$30.00 per \$1,000 principal amount of Senior Notes, plus accrued and unpaid interest from the most recent interest payment date on the Senior Notes up to, but not including, the initial settlement date, to the holders of Senior Notes who tendered prior to the Consent Date.

The Tender Offer will expire at 11:59 p.m., New York City time, on February 2, 2017, unless extended (such date and time, as the same may be extended, the “Expiration Date”), with final settlement expected to occur on the following business day after the Expiration Date.

Remaining holders who validly tender their Senior Notes after the Consent Date and before the Expiration Date will be eligible to receive \$987.90 per \$1,000 principal amount of Senior Notes, plus accrued and unpaid interest from the most recent interest payment date on the Senior Notes up to, but not including, the final settlement date. Any extension, termination or amendment of the Tender Offer will be followed as promptly as practicable by a public announcement thereof.

Persons with questions regarding the tender offer should contact the Dealer Manager and Solicitation Agent, Wells Fargo Securities, LLC, at (866) 309-6316 (toll free) or (704) 410-4760 (collect), or the Information Agent, D.F. King & Co., Inc. at 888-644-6071 (toll free) or 212-269-5550 (for banks and brokers only).

Pursuant to the indenture relating to the Senior Notes, Koppers Inc. is currently permitted to redeem any Senior Notes not tendered in the tender offer and consent solicitation at a redemption price of 101.313% of principal value, declining annually in ratable amounts until the redemption price is equivalent to the principal value on December 1, 2017. Koppers Inc. presently intends to redeem pursuant to the terms of the indenture governing the Senior Notes any Senior Notes that remain outstanding following consummation of the tender offer at a redemption price equal to \$1,013.13 per \$1,000 principal amount of Senior Notes.

The tender offer is subject to the satisfaction or waiver of certain conditions described in the offer to purchase and consent solicitation statement, including that Koppers Inc. shall have successfully completed one or more offerings of its debt securities with (x) terms acceptable to Koppers Inc. in its sole discretion, (y) net proceeds sufficient to pay the applicable consideration for the tendered Senior Notes, plus accrued and unpaid interest and all fees and expenses related to the tender offer and the consent solicitation, and the redemption price (including accrued but unpaid interest) for any Senior Notes not validly tendered pursuant to the tender offer and (z) settlement occurring on or prior to the initial settlement date of the tender offer and consent solicitation.

Persons with questions regarding the tender offer should contact the Dealer Manager and Solicitation Agent, Wells Fargo Securities, LLC, at (866) 309-6316 (toll free) or (704) 410-4760 (collect), or the Information Agent, D.F. King & Co., Inc. at 888-644-6071 (toll free) or 212-269-5550 (for banks and brokers only).

This news release is neither an offer to purchase nor a solicitation of an offer to sell any Senior Notes or any other securities, and shall not constitute an offer to sell, or the solicitation of an offer to buy, any securities. The tender offer and consent solicitation is being made only by, and pursuant to, the offer to purchase and consent solicitation statement and related letter of transmittal and consent, copies of which have been delivered to all holders of Koppers Inc.'s 7.875% Senior Notes due 2019, and under which Koppers Inc., subject to applicable law, may terminate, withdraw or amend the tender offer and consent solicitation. In addition, this news release does not constitute a notice of redemption of the Senior Notes under the optional redemption provisions of the indenture governing the Senior Notes. The tender offer and consent solicitation is not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the tender offer and consent solicitation is required to be made by a licensed broker or dealer, it shall be deemed to be made on behalf of Koppers Inc. by the Dealer Manager and Solicitation Agent. None of Koppers Inc., the Dealer Manager and Solicitation Agent, the Information Agent or the Tender Agent makes any recommendation as to whether holders of Senior Notes should tender their Senior Notes pursuant to the tender offer or deliver consents pursuant to the consent solicitation.

About Koppers

Koppers, with corporate headquarters in Pittsburgh, Pennsylvania, is an integrated global provider of treated wood products, wood treatment chemicals and carbon compounds. Our products and services are used in a variety of niche applications in a diverse range of end-markets, including the railroad, specialty chemical, utility, residential lumber, agriculture, aluminum, steel, rubber, and construction industries. Including our joint ventures, we serve our

customers through a comprehensive global manufacturing and distribution network, with facilities located in North America, South America, Australasia, China and Europe. The stock of Koppers Holdings Inc. is publicly traded on the New York Stock Exchange under the symbol “KOP.” For more information, visit us on the Web: www.koppers.com. Questions concerning investor relations should be directed to Michael J. Zugay at 412 227 2231 or Quynh McGuire at 412 227 2049.

Safe Harbor Statement

Certain statements in this news release are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and may include, but are not limited to, statements about sales levels, acquisitions, restructuring, declines in the value of Koppers assets and the effect of any resulting impairment charges, profitability and anticipated expenses and cash outflows. All forward-looking statements involve risks and uncertainties. All statements contained herein that are not clearly historical in nature are forward-looking, and words such as “believe,” “anticipate,” “expect,” “estimate,” “may,” “will,” “should,” “continue,” “plans,” “potential,” “intends,” “likely,” or other similar words or phrases are generally intended to identify forward-looking statements. Any forward-looking statement contained herein, in other news releases, written statements or other documents filed with the Securities and Exchange Commission, or in Koppers communications with and discussions with investors and analysts in the normal course of business through meetings, phone calls and conference calls, regarding expectations with respect to sales, earnings, cash flows, operating efficiencies, restructurings, the benefits of acquisitions, divestitures, joint ventures or other matters as well as financings and debt reduction, are subject to known and unknown risks, uncertainties and contingencies. Many of these risks, uncertainties and contingencies are beyond our control, and may cause actual results, performance or achievements to differ materially from anticipated results, performance or achievements. Factors that might affect such forward-looking statements, include, among other things, the impact of changes in commodity prices, such as oil and copper, on product margins; general economic and business conditions; potential difficulties in protecting our intellectual property; the ratings on our debt and our ability to repay or refinance our outstanding indebtedness as it matures; our ability to operate within the limitations of our debt covenants; potential impairment of our goodwill and/or long-lived assets; demand for Koppers goods and services; competitive conditions; interest rate and foreign currency rate fluctuations; availability and costs of key raw materials; unfavorable resolution of claims against us, as well as those discussed more fully elsewhere in this release and in documents filed with the Securities and Exchange Commission by Koppers, particularly our latest annual report on Form 10-K and quarterly report on Form 10-Q. Any forward-looking statements in this release speak only as of the date of this release, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after that date or to reflect the occurrence of unanticipated events.