

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

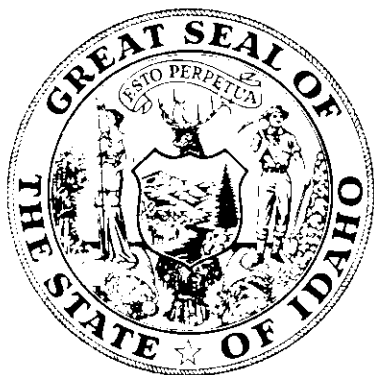
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of U.S. HODGE FOUNDRY, INC.

into KOPFER COMPANY, INC.

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger and attach hereto a duplicate original of the Articles of merger.

Dated August 1, 1979, 19 79.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

73 DEC 26 AM 8 47
ARTICLES OF MERGER

THESE ARTICLES OF MERGER dated *December 7*, 1979, between KOPPERS COMPANY, INC. ("Koppers"), and W. S. HODGE FOUNDRY, INC. ("Hodge Foundry").

WITNESSETH:

WHEREAS, Koppers is a corporation duly organized and existing under the laws of the State of Delaware and maintains its registered office at 100 West Tenth Street, Wilmington, Delaware, and its registered office in Pennsylvania at 430 Seventh Avenue, Koppers Building, Pittsburgh, Pennsylvania; and Hodge Foundry is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and maintains its registered office at Mapleton Road, Greenville, Pennsylvania (Koppers and Hodge Foundry each being herein sometimes called a Constituent Corporation and being sometimes together called Constituent Corporations); and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it desirable and in the best interests of the corporations and their stockholders that Hodge Foundry be merged into Koppers;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants and subject to the conditions herein set forth, the Constituent Corporations agree as follows:

1. At the close of business on the day these Articles of Merger are filed as required by the laws of the State of Delaware and the Commonwealth of Pennsylvania (the Effective Date of the Merger), the Constituent Corporations shall be merged into a single corporation by Hodge Foundry merging into and

with Koppers, herein sometimes called the Surviving Corporation, which shall survive the merger, pursuant to the provisions of the General Corporation Law of the State of Delaware. Upon such merger becoming effective, the separate existence of Hodge Foundry shall (except insofar as it may be continued by statute) cease and it shall be merged with and into Koppers; and Koppers shall possess all the property, rights, privileges, powers and franchises, and shall be subject to all the debts, liabilities and duties of Hodge Foundry.

2. The name of the Surviving Corporation shall be KOPPERS COMPANY, INC.

3. From and after the Effective Date of the Merger the Certificate of Incorporation of the Surviving Corporation in effect on such effective date shall continue in force as the Certificate of Incorporation of the Surviving Corporation until the same may be further amended as provided by law.

4. From the Effective Date of the Merger and until thereafter amended as permitted by law, the By-Laws of Koppers, as amended and in force on the Effective Date of the Merger, shall be and become the By-Laws of the Surviving Corporation.

5. The manner and basis of converting shares of the Constituent Corporations shall be as follows:

(a) The shares of capital stock of Koppers issued and outstanding on the Effective Date of the Merger shall remain unchanged, and each certificate of Koppers evidencing ownership of any such shares shall continue to evidence ownership of the same number of shares of the Surviving Corporation.

(b) Each share of Preferred Stock of Hodge Foundry issued and outstanding on the Filing Date shall, by virtue of the merger, be converted into 5 shares of Koppers Common Stock subject, however, to the provisions of an Escrow Agreement dated December 7, 1979 (copy attached).

(c) Each share of Common Stock of Hodge Foundry issued and outstanding on the Filing Date shall, by virtue of the merger, be converted into 21.022 shares of Koppers Common Stock subject, however, to the provisions of an Escrow Agreement dated December 7, 1979 (copy attached).

(d) Each share of the Preferred Stock or Common Stock of Hodge Foundry held in its treasury on the Filing Date shall, by virtue of the merger, automatically be cancelled.

(e) Instructions will be sent to the holders of Hodge Foundry Preferred Stock and Common Stock advising them of the procedure for exchanging their certificates for certificates representing Koppers Common Stock. Subject to the provisions of the Escrow Agreement, each holder of an outstanding certificate representing shares of Hodge Foundry Preferred and Common Stock converted as aforesaid who shall have surrendered the same to Koppers shall be entitled to receive a certificate or certificates representing the number of full shares of Koppers Common Stock into which the Hodge Foundry Preferred and Common Stock represented by the certificate or certificates so surrendered shall have been converted, together with cash equal to the value of any fractional share to which said holder is entitled (based on a price of \$21.25 per share) and all dividends and distri-

butions accrued but unpaid upon the shares represented by such certificate, without interest. Such cash is a mere mechanical rounding of the fractions and does not represent a separately bargained for consideration. Except as otherwise provided under Sections 515, 902 and 908 of the Business Corporation Law of Pennsylvania or paragraph (e) of this Section 5, each outstanding certificate which, prior to the Filing Date, represented Hodge Foundry Preferred Stock or Common Stock shall be deemed to evidence ownership of the whole number of shares of Koppers Common Stock into which the Hodge Foundry Preferred Stock and Common Stock has been converted, provided that dividends and other distributions thereon, without interest, need not be paid to the holder thereof until such certificate shall be surrendered for exchange.

(f) If any shareholder of Hodge Foundry shall not surrender to Koppers his certificates of Hodge Foundry for exchange into certificates of Koppers on or before the sixth anniversary of the Filing Date, he shall forfeit his interest in the shares of Koppers Common Stock represented thereby, together with all accrued and unpaid dividends and other distributions thereon. Thereupon, such shares shall revert to Koppers as treasury shares.

(g) If any certificate for shares of Koppers Common Stock is to be issued in a name other than that in which the Hodge Foundry certificate is registered, it shall be a condition of the issuance of the Koppers certificate that the Hodge Foundry certificate be properly endorsed and otherwise be in proper form for transfer and that the person requesting the exchange pay to the Transfer Agent any required taxes.

6. These Articles of Merger have been submitted to the shareholders of Hodge Foundry and have been approved by them in the manner provided by the applicable laws of the Commonwealth of Pennsylvania and have been submitted to the Board of Directors of Koppers and have been approved by them in the manner provided by the applicable laws of the State of Delaware. These Articles of Merger may be executed in any number of counterparts and such counterparts and copies shall be and constitute an original instrument.

7. At any time prior to the filing of these Articles of Merger with the Secretary of State of Delaware or the Secretary of State of Pennsylvania, these Articles of Merger may be terminated by the Boards of Directors of the Constituent Corporations notwithstanding approval hereof by the shareholders of Hodge Foundry and the Board of Directors of Koppers.

8. The Surviving Corporation hereby designates the Secretary of the Commonwealth of Pennsylvania, and his successors in office, as its true and lawful attorney upon whom may be served all lawful process in any action or proceeding against it for enforcement against it of any obligation of Hodge Foundry or any obligation arising from the Merger effected hereby or any action or proceeding to determine and enforce the rights of any shareholder of Hodge Foundry under the provisions of Sections 515, 902 and 908 of the Pennsylvania Business Corporation Law, and the Surviving Corporation hereby agrees that such service of process upon the Secretary of the Commonwealth of Pennsylvania shall be of the same legal force and validity as if served on the Surviving Corporation and that the authority for such service of process shall

continue in force as long as any of the aforesaid obligations and rights remain outstanding in the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this agreement and Articles of Merger to be executed in their respective corporate names by their respective officers thereunto duly authorized and have caused their respective corporate seals to be impressed hereon on this 7th day of December, 1979.

ATTEST: CORPORATE SEAL

John Ramsen
Asst Secretary

KOPPERS COMPANY, INC.

By Ray W. Koppers
Vice President

ATTEST

W. Scott Hodge
Secretary

W. S. HODGE FOUNDRY, INC.

By Thomas W. Hodge
President

CORPORATE SEAL

THE ABOVE ARTICLES OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and the Pennsylvania Business Corporation Law, the President or Vice President of each corporate party thereto does now hereby execute the said Articles of Merger and the Secretary or Assistant Secretary of each corporate party thereto does now hereby attest the said Articles of Merger, as the respective act, deed and agreement of each of said corporations, on this 7th day of December, 1979.

ATTEST: CORPORATE SEAL

KOPPERS COMPANY, INC.

John Ramsen
Assistant Secretary

By James E. Smith
Vice President

ATTEST:

W. S. HODGE FOUNDRY, INC.

W. Scott Hodge
Assistant Secretary

By Thomas W. Hodge
President

CORPORATE SEAL

I, JOHN F. RAMSER, Assistant Secretary of KOPPERS COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Articles of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of W. S. HODGE FOUNDRY, INC., a corporation of the Commonwealth of Pennsylvania, was duly adopted by the stockholders of W. S. HODGE FOUNDRY, INC., and, pursuant to Section 251(f) of the General Corporation Law of the State of Delaware, by the Board of Directors of KOPPERS COMPANY, INC., and that, as of the date hereof, the number of outstanding shares of KOPPERS COMPANY, INC. are such as to render said Section 251(f) applicable.

WITNESS my hand on this 7th day of December, 1979.

John Ramser
Assistant Secretary

(Corporate Seal)

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

BE IT REMEMBERED, that on this 7th day of December, A.D., 1979, personally came before me, Mary Holland, a Notary Public in and for the county and state aforesaid, John W. Pennington, Vice President of KOPPERS COMPANY, INC., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Articles of Merger, known to me personally to be such, and he the said Vice President, as such Vice President, duly executed said Articles of Merger before me and acknowledged said Articles of Merger to be the act and deed of said Koppers Company, Inc., and that the facts stated therein are true, that the signatures of the said Vice President and the Assistant Secretary of said corporation to said foregoing Articles of Merger are in the handwriting of the said Vice President and Assistant Secretary of said Koppers Company, Inc., and that the seal affixed to said Articles of Merger is the common corporation seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

NOTARIAL SEAL

Mary Holland
Notary Public in and for the
County of Allegheny and
Commonwealth of Pennsylvania

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

BE IT REMEMBERED, that on this 7th day of December , A.D., 1979, personally came before me, Mary Holland, a Notary Public in and for the County and Commonwealth aforesaid, Thomas W. Hodge, President of W. S. HODGE FOUNDRY, INC., a corporation of the Commonwealth of Pennsylvania and one of the corporations described in and which executed the foregoing Articles of Merger, known to me personally to be such, and he the said President, as such President, duly executed said Articles of Merger before me and acknowledged said Articles of Merger to be the act and deed of said W. S. Hodge Foundry, Inc., and that the facts stated therein are true, that the signatures of the said President and the Secretary of said corporation to said foregoing Articles of Merger are in the handwriting of the said President and Secretary of said W. S. Hodge Foundry, Inc., and that the seal affixed to said Articles of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

NOTARIAL SEAL

Mary Holland
Notary Public in and for the
County of Allegheny and
Commonwealth of Pennsylvania

(Hodge Foundry)
ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") made as of the 7th
day of December, 1979, by and between KOPPERS COMPANY, INC., a
Delaware corporation ("Koppers")

AND

Estate of Wesley S. Hodge	% Gerald B. Hodge 14 Columbia Park Greenville, PA 16125
Thomas W. Hodge	54 College Avenue Greenville, PA 16125
Mrs. Ruth Schmid	1616 Mt. Royal Blvd; Apt. 206 Glenshaw, PA 15116
Mr. Jay S. Hodge	45 Hamburg Road Greenville, PA 16125
Mrs. Mildred Saunders	1701 Lakewood Drive St. Petersburg, FL 33712
Mrs. Jean Macon	2002 Glen Drive Reidsville, NC 27320
Mr. Fred Macon	2002 Glen Drive Reidsville, NC 27320
Mr. & Mrs. Fred Macon	2002 Glen Drive Reidsville, NC 27320
Mrs. Barbara Rumpf	PFC #1, Box 4791 APO San Francisco, CA 96286
Mr. Richard Rumpf	PFC #1, Box 4791 APO San Francisco, CA 96286
Mr. & Mrs. Richard Rumpf	PFC #1, Box 4791 APO San Francisco, CA 96286
Gerald B. Hodge	56 Third Avenue Greenville, PA 16125

Mrs. Patricia A. Hodge	56 Third Avenue Greenville, PA 16125
Ms. Cherie A. Hodge	1000 Morewood Avenue A-201 Pittsburgh, PA 15231
David A. Hodge	56 Third Avenue Greenville, PA 16125
W. Scott Hodge	20 Evergreen Drive Greenville, PA 16125
Mrs. Audrey K. Hodge	20 Evergreen Drive Greenville, PA 16125
Barry T. Hodge	54 College Avenue Greenville, PA 16125
Ms. Vicki J. Hodge	4525 Starboard Court Boulder, CO 80301
Ms. Marianne Hodge	54 College Avenue Greenville, PA 16125
Mr. James B. Hodge	1622 Beachwood Blvd; Apt. #1 Pittsburgh, PA 15217

(hereinafter collectively called "Stockholders" and individually a "Stockholder"); and Mellon Bank N.A., with offices in Pittsburgh, Pennsylvania ("Escrow Agent");

WITNESSETH:

WHEREAS, Koppers and W. S. Hodge Foundry, Inc., a Pennsylvania corporation ("Hodge Foundry"), have entered into a certain Agreement and Plan of Merger ("Merger Agreement") providing, among other things, for the merger of Hodge Foundry into Koppers pursuant to the terms of the Merger Agreement; and

WHEREAS, said Merger Agreement contains certain representations, warranties and covenants made by Hodge Foundry with respect to which Koppers desires security for the faithful performance thereof;

WHEREAS, Stockholders are the holders of the issued and outstanding Preferred Stock and Common Stock of Hodge Foundry ("Hodge Foundry Stock") and, as such, are willing to provide the security requested by Koppers on the terms and conditions herein provided;

NOW, THEREFORE, in consideration of the mutual covenants contained in said Merger Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. Escrow Agent hereby agrees to act as such pursuant to the provisions of this Escrow Agreement.

2. Each Stockholder represents, severally, that he is the owner of the number of shares of Hodge Foundry Preferred Stock and/or Common Stock set out opposite his name in the second and third columns, respectively, of the following table and covenants, severally that he, his heirs, administrators, successors or assigns, will on the Filing Date of the Merger Agreement own the same number of shares of Hodge Foundry Preferred Stock and/or Common Stock. Each Stockholder agrees, severally, on behalf of himself, and his heirs, administrators, successors and assigns, that of the number of shares of Koppers Common Stock to which he may become entitled to receive pursuant to the provisions of the Merger Agreement, the number set forth in the fourth column of the following table shall be represented by a certificate registered in the name of Bert & Co., nominee, and that such certificate shall be delivered to Escrow Agent.

1

<u>Stockholders</u>	<u>No. of Shares of Hodge Fdry. Preferred Stock Owned</u>	<u>No. of Shares of Hodge Fdry. Common Stock Owned</u>	<u>No. of Koppers Shares to be Delivered to Escrow Agent</u>
Estate of Wesley S. Hodge	190	2,001	4,302
Thomas W. Hodge	110	2,565	5,447
Mrs. Ruth Schmid	108	0	54
Mr. Jay S. Hodge	0	133	280
Mrs. Mildred Saunders	207	0	104
Mrs. Jean Macon	0	466	980
Mr. Fred Macon	0	70	147
Mr. & Mrs. Fred Macon	100	0	50
Mrs. Barbara Rumpf	0	466	980
Mr. Richard Rumpf	0	70	147
Mr. & Mrs. Richard Rumpf	100	0	50
Gerald B. Hodge	0	766	1,610
Mrs. Patricia A. Hodge	0	70	147
Ms. Cherie A. Hodge	0	70	147
David A. Hodge	0	70	147
W. Scott Hodge	0	736	1,547
Mrs. Audrey K. Hodge	0	70	147
Barry T. Hodge	0	133	280
Ms. Vicki J. Hodge	0	133	280
Ms. Marianne Hodge	0	133	280
Mr. James B. Hodge	<u>0</u>	<u>133</u>	<u>280</u>
Totals	815	8,085	17,406

Escrow Agent shall add to, or hold in lieu of, the Koppers Common Stock held by it pursuant to this Agreement, any securities hereafter issued by Koppers

as a result of any stock split-up, reverse stock split, reclassification of shares, declaration and payment of a stock dividend or otherwise, and shall deal with and dispose of such securities pursuant to the provisions of this Agreement. The 17,406 shares of Koppers Common Stock, together with all securities and/or fractions thereof, if any, held by Escrow Agent in addition to or in lieu of such shares, are hereinafter called "Escrow Shares".

3. Cash dividends, other than distributions in partial or complete liquidation of Koppers, paid upon the Escrow Shares shall be paid by Escrow Agent to Stockholders in proportion to their respective interests in the Escrow Shares, promptly after receipt thereof by Escrow Agent. Distributions in partial or complete liquidation of Koppers shall be retained by Escrow Agent and shall be considered to be part of the Escrow Shares. Escrow Agent shall vote Escrow Shares in accordance with instructions given to it by Stockholders entitled to vote such Escrow Shares and shall promptly transmit to Stockholders all proxy materials and other information received by it from Koppers.

4. The term "Reimbursable Losses" shall mean an amount calculated as follows:

(a) aggregate losses, if any, suffered by Koppers arising from breach (as such term is defined in the Merger Agreement) of any representation, warranty, covenant or agreement made by Hodge Foundry in the Merger Agreement; plus

(b) the costs, including attorney fees¹, reasonably incurred by Koppers in defending claims made by third parties which result in any such loss; less

(c) any offsetting tax or other financial benefit which Koppers receives or which it can, with reasonable certainty, expect to obtain from such loss; less

(d) costs, including attorney fees, reasonably incurred by Stockholders in defending claims made by third parties which do not result in such loss; less

(e) \$75,000

5. Koppers shall become entitled to receive Escrow Shares only pursuant to paragraph (9) hereof.

6. Koppers shall notify each Stockholder in writing promptly upon receipt of knowledge from third parties which might result in a claim by Koppers for Reimbursable Losses and shall include with such notice all pertinent facts relating to said claim.

Stockholders, or any of them, within twenty (20) days after receipt thereof, shall have the opportunity to elect to defend or negotiate a settlement of such claims unless Koppers shall have stated in said notice that the claims may have a continuing significant adverse effect on the operations of Koppers and its subsidiaries and Koppers shall have elected to defend the same. The party which defends a third party claim shall consult with the other party and keep the other party informed of events. Each party agrees to cooperate fully in the defense of such claims. Koppers and Stockholders each covenant to use their best efforts to cause a good defense and/or settlement of third party claims to be made at the lowest reasonable cost. Any third party claim settled or litigated by Stockholders or Koppers as provided for herein shall be deemed finally determined except for the following issues:

(a) whether the defense was adequate,

(b) whether the settlement or the refusal to settle was reasonable,

(c) whether the claim was an item of Reimbursable Loss and if so, to what extent, and

(d) whether Koppers was entitled, because of a possible significant continuing adverse effect of its business to defend such claim, all of which issues shall be resolved pursuant to paragraph (8) hereof.

7. On or before the first anniversary of this Escrow Agreement, Koppers shall deliver a written statement to Stockholders and to Escrow Agent itemizing all claimed losses of which it has had notice or knowledge on or before said anniversary. Such statement shall set forth in reasonable detail the basis of claim (including the nature of any third party claim) and the estimated amount of such aggregate loss. Stockholders shall have the right to deliver to Koppers and Escrow Agent within twenty (20) days after receipt of such written statement, a written notice contesting any item of loss claimed by Koppers, and Escrow Agent shall thereafter treat any such items so contested as not finally determined until the same are thereafter mutually agreed upon by Koppers and Stockholders in writing, or finally determined by arbitration or by final judgment of a court. Any item not so contested by Stockholders shall be deemed finally determined.

8. All disputes among the parties to this Escrow Agreement shall be settled by written agreement or by arbitration at Greenville, Pennsylvania, in accordance with the Rules and Regulations of the American Arbitration Association then in effect.

9. If, as of the first anniversary of this Escrow Agreement, there are Reimbursable Losses claimed by Koppers pursuant to paragraph (7) hereof:

(a) Escrow Agent shall as soon as practicable deliver to Koppers such full number of Escrow Shares which, at the average of the closing sale prices of the Koppers Common Stock on the New York Stock Exchange during the 10 days during which Koppers Common Stock was traded prior to the fifth business day preceding the delivery of the certificates ("Average Sales Price") will approximately equal but not exceed the amount of such Reimbursable Losses which are finally determined; provided, however, any Stockholder shall have the option to satisfy his or her proportionate share of any liability hereunder by the payment to Koppers of cash in the amount thereof within twenty (20) days after notice from Escrow Agent to Stockholders of final determination of a loss, in which event such Stockholder shall be entitled to receive free of the Escrow Agreement and from the Escrow Agent the number of Escrow Shares which would otherwise have been delivered to Koppers in satisfaction of the liability of such Stockholder hereunder.

(b) Escrow Agent shall continue to hold a sufficient number of Escrow Shares, which at the Average Sales Price shall be sufficient to secure those portions of Koppers claims of loss which have not, at the time, been finally determined, including those claims the defense of which have been assumed by Stockholders.

(c) As soon as practicable after the first anniversary of this Escrow Agreement, the balance of any Escrow Shares which have not been delivered or which are not then being held pursuant to

subparagraphs (a) and (b) of this paragraph (9) shall, to the extent that delivery thereof may be made in whole shares, be delivered to Stockholders in proportion to their respective interests, with any fractional shares being retained by Escrow Agent for the account of Stockholders until final settlement of the escrow account.

(d) Upon the final determination of any claims for which Escrow Agent is holding Escrow Shares pursuant to subparagraph (b) of this paragraph (9), Escrow Agent shall deliver to Koppers and/or Stockholders, as the case may be, such full number of Escrow Shares as they each may be entitled to receive at the times and in accordance with the provisions of subparagraphs (a), (b) and (c) of this paragraph (9).

(e) Neither Koppers nor the Escrow Agent shall be required to issue or deliver any certificates for fractional shares. The whole share or shares resulting from the combination of all fractional shares issuable at the final settlement of the escrow account shall be issued, one share per Stockholder, to the Stockholder(s) entitled to the largest fractional share or shares.

10. If, as of the first anniversary of this Escrow Agreement, there are no claims by Koppers for Reimbursable Losses, then Escrow Agent shall deliver all of the Escrow Shares to Stockholders in accordance with the provisions of subparagraphs (c) and (e) of paragraph (9).

11. Upon delivery by Escrow Agent of Escrow Shares, as provided in paragraphs (9) and (10) hereof, this Escrow Agreement shall terminate and Escrow Agent shall thereupon be discharged from all duties and liabilities hereunder.

12. The duties of Escrow Agent hereunder shall be purely ministerial and shall be limited to the observance of the express provisions of this Agreement. Escrow Agent shall not be required to exercise any discretion in connection with this Agreement; shall be entitled to rely upon an opinion or certificate of its counsel with respect to any legal matter in connection with this Agreement; and shall not be responsible for the acts or omissions of any such attorney employed with reasonable care. Escrow Agent shall be entitled to rely and act upon any notice or document reasonably believed by it to be genuine and to have been signed by Stockholders or on behalf of Koppers by the President or any Senior Vice President thereof. Escrow Agent shall not be liable for any action taken or not taken by it under the terms hereof in the absence of gross negligence or bad faith on its part. If any dispute should arise with respect to the payment or ownership or right of possession of the Escrow Shares, or any part thereof, at any time, which cannot be settled under other provisions hereof, Escrow Agent is authorized to retain in its possession, without liability to anyone, all or any part of the Escrow Shares until such dispute shall have been settled either by mutual agreement between the parties concerned or by arbitration or until otherwise ordered by a court having jurisdiction over it. Escrow Agent's reasonable fees, expenses and costs, including reasonable attorney's fees, shall be borne and paid by Koppers.

13. All notices under this Escrow Agreement will be sufficient and shall be deemed to have been received on the date of mailing, if given by certified or registered mail, return receipt requested, in the case of Koppers, to Senior Vice President and Secretary, Koppers Company, Inc., 1400 Koppers Building, Pittsburgh, Pennsylvania 15219; in the case of each Stock-

holder, to the address shown on page one of this Agreement; in the case of Escrow Agent, to Mellon Bank N.A., Corporate Trust Division, Mellon Square, Pittsburgh, Pennsylvania 15230; provided that any party hereto may change such address by giving notice of any such change to all other parties to this Agreement.

14. This Escrow Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. No right or interest of any Stockholder in the Escrow Shares shall be assignable or transferable or subject to any lien, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner, but excluding devolution by death or mental incompetency. No attempted assignment or transfer by any Stockholder contrary to the provisions hereof shall be effective. No right or interest of any Stockholder in the Escrow Shares or in his account shall be liable for, or subject to, any other obligation or liability of such Stockholder. Subject to the foregoing, this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors and assigns.

16. Any notice from, agreement of or election by Stockholders to defend or negotiate a settlement or Reimbursable Losses shall be evidenced by a written instrument signed by any of the several Stockholders who have a majority interest in the Escrow Shares. !

17. This Escrow Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter thereof.

18. This Escrow Agreement may be executed in any number of counter-
parts, each of which shall be deemed an original but all of which together
shall constitute one and the same instrument, and in making proof hereof it
shall not be necessary to produce or account for more than one such counter-
part.

IN WITNESS WHEREOF, the parties hereto have duly executed this
instrument as of the day and year first above written.

ATTEST:

KOPPERS COMPANY, INC.

Assistant Secretary

By _____
Vice President

WITNESS:

STOCKHOLDERS

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

WITNESS:

By _____

ATTEST:

Assistant Secretary

MELLON BANK¹ N.A.

By _____

Vice President



State of DELAWARE

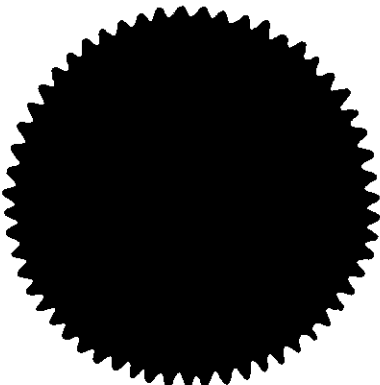


Office of SECRETARY OF STATE

I, Glenn C. Kenton Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of
Certificate of Agreement of Merger of the "W. S. HODGE FOUNDRY, INC.", a corporation
organized and existing under the laws of the Commonwealth of Pennsylvania, merging
with and into the "KOPPERS COMPANY, INC.", a corporation organized and existing
under the laws of the State of Delaware, under the name of "KOPPERS COMPANY, INC.",
as received and filed in this office the twelfth day of December, A.D. 1979, at
10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be
governed by the laws of the State of Delaware.

In Testimony Whereof, *I have hereunto set my hand*
and official seal at Dover this _____ *twelfth* *day*
of _____ *December* *in the year of our Lord*
one thousand nine hundred and _____ *seventy-nine.*



Glenn C. Kenton

Glenn C. Kenton, Secretary of State