
**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**

December 31, 2006
Date of Report (Date of earliest event reported)

KOPPERS HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

1-32737
(Commission File Number)

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

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

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

(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))
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Item 1.01 Entry Into a Material Definitive Agreement.

Effective December 31, 2006 the registrant entered into the Amendment to Stockholders' Agreement filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01 Financial Statement and Exhibits.

(c) Exhibits. The following exhibit is filed herewith:

99.1 Fifth Amendment to Stockholders' Agreement dated December 31, 2006, among Koppers Holdings Inc., Saratoga Partners III, L.P. and the Management Investors referred to therein.

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 4, 2007

KOPPERS HOLDINGS INC.

By: /s/ Brian H. McCurie
Brian H. McCurie
Vice President and Chief Financial Officer

FIFTH AMENDMENT TO STOCKHOLDERS' AGREEMENT

THIS FIFTH AMENDMENT TO STOCKHOLDERS' AGREEMENT (this "Amendment") is made as of the 31st day of December, 2006, by and among KOPPERS HOLDINGS INC., a Pennsylvania corporation ("Holdings"), SARATOGA PARTNERS III, L.P., a Delaware limited partnership ("Saratoga"), and Walter W. Turner, on behalf of all of the Stockholders (as defined in the Stockholders' Agreement) other than Saratoga.

RECITALS:

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

WHEREAS, Saratoga and Holdings desire to enter into this Amendment to clarify Saratoga's and Holdings' rights and obligations under Sections 9.1, 9.2 and 9.3 of the Stockholders' Agreement with respect to any underwritten, public offering by Saratoga of part or all of its Shares from time to time under Holdings' registration statement on Form S-3 (File No. 333-136329), which became effective on September 7, 2006 and which registered all of the Shares owned by Saratoga and its affiliates (the "Effective Form S-3").

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

1. The recitals set forth above are incorporated into and made a part of this Amendment.
2. Capitalized terms used in this Amendment and not otherwise defined shall have the same meanings ascribed to those terms in the Stockholders' Agreement, as amended by this Amendment.
3. Section 9.2 of the Stockholders' Agreement shall be amended by adding the following to the end of the current Section 9.2:

"Saratoga acknowledges that (a) all of its Shares have been registered under the Effective Form S-3 and (b) certain additional actions may be required to be taken by Holdings in order for Saratoga to sell part or all of its Shares from time to time in one or more underwritten, public offerings pursuant to the Effective Form S-3. Subject to the limitations described below, Holdings agrees that it will use its commercially reasonable efforts to prepare a prospectus supplement describing the underwritten offering of part or all of Saratoga's Shares pursuant to the Effective Form S-3, enter into an agreement with the underwriters on terms and conditions reasonably requested, cause Holdings' accountants to deliver appropriate

comfort letters and other documentation reasonably requested by the underwriters, coordinate the documentation of the sale of the Shares to and by the underwriters through Holdings' transfer agent and make such information concerning Holdings, its subsidiaries and their business and operations, available to the underwriters and their counsel as the underwriters may reasonably request. Saratoga agrees that it shall not sell part or all of its Shares in an underwritten, public offering pursuant to the Effective Form S-3 (and shall not ask Holdings to take any of the foregoing actions in connection with an underwritten, public offering of its Shares pursuant to the Effective Form S-3) more than one time in each fiscal quarter while the Form S-3 is effective. In addition, in connection with any sales of Saratoga's Shares pursuant to the Effective Form S-3, Saratoga agrees that (a) Holdings shall consider entering into (but shall not be required to enter into) a lock up agreement on terms and conditions reasonably requested by the underwriters and that, in the event that Holdings agrees to enter into a lock up agreement, any lock up restrictions imposed on Holdings will be subject to reasonable exceptions for issuances of shares of Holdings' common stock in connection with stock based compensation plans and in connection with acquisitions by Holdings and (b) Holdings shall consider causing (but shall not be required to cause) any of its directors, officers or other shareholders to enter into any lock up agreement in connection with any sales of Saratoga's Shares pursuant to the Effective Form S-3. Finally, notwithstanding the provisions in Section 9.3, Saratoga agrees that it shall pay on Holdings' behalf any and all costs, expenses and fees that Holdings incurs in connection with any underwritten, public offering of part or all of Saratoga's Shares from time to time under the Effective Form S-3, including but not limited to printing, legal and accounting expenses, transfer agent fees, "blue sky" fees and any other fees, costs or expenses that Holdings is required to pay to a third party in connection with the underwritten, public offering of part or all of Saratoga's Shares under the Effective Form S-3."

4. The Stockholders' Agreement, as amended by this Amendment, is ratified and confirmed in all respects.

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

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

WITNESS the due execution hereof as of the day and year first above written.

KOPPERS HOLDINGS INC.,
a Pennsylvania corporation

By: _____
Name: Steven R. Lacy
Title: Senior Vice President, Administration,
General Counsel and Secretary

SARATOGA PARTNERS III, L.P.,
a Delaware limited partnership

By: _____
Name: Christian L. Oberbeck
Title: Managing Director

Walter W. Turner
(on behalf of all Stockholders other than Saratoga)