

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 or 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended June 30, 2012
or

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

For the transition period from to
Commission File Number 001-03970

HARSCO

HARSCO CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

23-1483991

(I.R.S. employer identification number)

350 Poplar Church Road, Camp Hill, Pennsylvania

(Address of principal executive offices)

17011

(Zip Code)

Registrant's telephone number, including area code **717-763-7064**

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES NO

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Smaller reporting company

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

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class

Outstanding at July 13, 2012

Common stock, par value \$1.25 per share

80,584,628

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

HARSCO CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

(In thousands)	June 30 2012	December 31 2011
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 121,369	\$ 121,184
Trade accounts receivable, net	615,198	618,475
Other receivables	33,014	44,431
Inventories	260,961	241,934
Other current assets	114,738	133,407
Total current assets	1,145,280	1,159,431
Property, plant and equipment, net	1,208,058	1,274,484
Goodwill	671,598	680,901
Intangible assets, net	83,964	93,501
Other assets	157,020	130,560
Total assets	\$ 3,265,920	\$ 3,338,877
LIABILITIES		
Current liabilities:		
Short-term borrowings	\$ 25,745	\$ 51,414
Current maturities of long-term debt	2,195	3,558
Accounts payable	242,306	252,329
Accrued compensation	85,293	92,603
Income taxes payable	14,003	8,409
Dividends payable	16,516	16,498
Insurance liabilities	21,579	25,075
Advances on contracts	94,880	111,429
Other current liabilities	205,888	220,953
Total current liabilities	708,405	782,268
Long-term debt	949,625	853,800
Deferred income taxes	22,593	27,430
Insurance liabilities	60,433	60,864
Retirement plan liabilities	320,783	343,842
Other liabilities	44,492	50,755
Total liabilities	2,106,331	2,118,959
COMMITMENTS AND CONTINGENCIES		
HARSCO CORPORATION STOCKHOLDERS' EQUITY		
Preferred stock	—	—
Common stock	140,055	139,914
Additional paid-in capital	151,619	149,066
Accumulated other comprehensive loss	(383,347)	(364,191)
Retained earnings	1,946,518	1,996,234
Treasury stock	(745,205)	(744,644)
Total Harsco Corporation stockholders' equity	1,109,640	1,176,379
Noncontrolling interests	49,949	43,539
Total equity	1,159,589	1,219,918
Total liabilities and equity	\$ 3,265,920	\$ 3,338,877

See accompanying notes to unaudited condensed consolidated financial statements.

HARSCO CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (Unaudited)

(In thousands, except per share amounts)	Three Months Ended June 30		Six Months Ended June 30	
	2012	2011	2012	2011
Revenues from continuing operations:				
Service revenues	\$ 598,823	\$ 723,516	\$ 1,197,523	\$ 1,377,043
Product revenues	171,752	151,575	325,387	277,103
Total revenues	770,575	875,091	1,522,910	1,654,146
Costs and expenses from continuing operations:				
Cost of services sold	469,998	572,216	953,423	1,098,194
Cost of products sold	114,782	94,997	225,024	179,438
Selling, general and administrative expenses	125,594	141,162	254,797	278,951
Research and development expenses	2,686	1,373	4,746	2,713
Other expenses	22,876	910	62,968	1,381
Total costs and expenses	735,936	810,658	1,500,958	1,560,677
Operating income from continuing operations	34,639	64,433	21,952	93,469
Interest income	882	619	1,556	1,339
Interest expense	(11,608)	(12,644)	(24,432)	(24,579)
Income (loss) from continuing operations before income taxes and equity income	23,913	52,408	(924)	70,229
Income tax expense	(10,446)	(13,335)	(14,944)	(17,735)
Equity in income of unconsolidated entities, net	128	125	297	336
Income (loss) from continuing operations	13,595	39,198	(15,571)	52,830
Discontinued operations:				
Loss on disposal of discontinued business	(515)	(744)	(1,165)	(2,072)
Income tax benefit related to discontinued business	193	286	437	789
Loss from discontinued operations	(322)	(458)	(728)	(1,283)
Net income (loss)	13,273	38,740	(16,299)	51,547
Less: Net income attributable to noncontrolling interests	(562)	(1,013)	(359)	(2,389)
Net income (loss) attributable to Harsco Corporation	\$ 12,711	\$ 37,727	\$ (16,658)	\$ 49,158
Amounts attributable to Harsco Corporation common stockholders:				
Income (loss) from continuing operations, net of tax	\$ 13,033	\$ 38,185	\$ (15,930)	\$ 50,441
Loss from discontinued operations, net of tax	(322)	(458)	(728)	(1,283)
Net income (loss) attributable to Harsco Corporation common stockholders	\$ 12,711	\$ 37,727	\$ (16,658)	\$ 49,158

(continued on next page)

HARSCO CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF INCOME - Continued (Unaudited)

(In thousands, except per share amounts)	Three Months Ended June 30		Six Months Ended June 30	
	2012	2011	2012	2011
Weighted-average shares of common stock outstanding	80,631	80,749	80,605	80,722
Basic earnings (loss) per common share attributable to Harsco Corporation common stockholders:				
Continuing operations	\$ 0.16	\$ 0.47	\$ (0.20)	\$ 0.62
Discontinued operations	—	(0.01)	(0.01)	(0.02)
Basic earnings (loss) per share attributable to Harsco Corporation common stockholders	\$ 0.16	\$ 0.47 ^(a)	\$ (0.21)	\$ 0.61 ^(a)
Diluted weighted-average shares of common stock outstanding	80,882	81,010	80,605	80,977
Diluted earnings (loss) per common share attributable to Harsco Corporation common stockholders:				
Continuing operations	\$ 0.16	\$ 0.47	\$ (0.20)	\$ 0.62
Discontinued operations	—	(0.01)	(0.01)	(0.02)
Diluted earnings (loss) per share attributable to Harsco Corporation common stockholders	\$ 0.16	\$ 0.47 ^(a)	\$ (0.21)	\$ 0.61 ^(a)
Cash dividends declared per common share	\$ 0.205	\$ 0.205	\$ 0.41	\$ 0.41

(a) Does not total due to rounding

See accompanying notes to unaudited condensed consolidated financial statements.

HARSCO CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (Unaudited)

(In thousands)	Three Months Ended June 30	
	2012	2011
Net income	\$ 13,273	\$ 38,740
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes	(67,119)	19,420
Net gains on cash flow hedging instruments, net of deferred income taxes of \$(680) and \$(225) in 2012 and 2011, respectively	1,939	911
Pension liability adjustments, net of deferred income taxes of \$(2,118) and \$(1,158) in 2012 and 2011, respectively	14,267	2,735
Unrealized loss on marketable securities, net of deferred income taxes of \$3 and \$2 in 2012 and 2011, respectively	(5)	(3)
Total other comprehensive income (loss)	(50,918)	23,063
Total comprehensive income (loss)	(37,645)	61,803
Less: Comprehensive (income) loss attributable to noncontrolling interests	316	(1,528)
Comprehensive income (loss) attributable to Harsco Corporation	\$ (37,329)	\$ 60,275

(In thousands)	Six Months Ended June 30	
	2012	2011
Net income (loss)	\$ (16,299)	\$ 51,547
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes	(31,079)	54,232
Net gains on cash flow hedging instruments, net of deferred income taxes of \$(895) and \$(1,742) in 2012 and 2011, respectively	2,701	6,688
Pension liability adjustments, net of deferred income taxes of \$(1,325) and \$947 in 2012 and 2011, respectively	8,849	(2,236)
Unrealized gain (loss) on marketable securities, net of deferred income taxes of \$(1) and \$2 in 2012 and 2011, respectively	2	(3)
Total other comprehensive income (loss)	(19,527)	58,681
Total comprehensive income (loss)	(35,826)	110,228
Less: Comprehensive (income) loss attributable to noncontrolling interests	12	(3,148)
Comprehensive income (loss) attributable to Harsco Corporation	\$ (35,814)	\$ 107,080

See accompanying notes to unaudited condensed consolidated financial statements.

HARSCO CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

(In thousands)	Six Months Ended June 30	
	2012	2011
Cash flows from operating activities:		
Net income (loss)	\$ (16,299)	\$ 51,547
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	126,889	137,631
Amortization	11,067	17,295
Equity in income of unconsolidated entities, net	(297)	(336)
Dividends or distributions from unconsolidated entities	154	160
Harsco 2011/2012 Restructuring Program non-cash adjustments	19,558	—
Other, net	(15,984)	(3,992)
Changes in assets and liabilities, net of acquisitions and dispositions of businesses:		
Accounts receivable	(5,564)	(87,027)
Inventories	(24,850)	(14,507)
Accounts payable	(7,951)	9,382
Accrued interest payable	31	405
Accrued compensation	(5,719)	1,919
Harsco Infrastructure Segment 2010 Restructuring Program accrual	(2,751)	(11,146)
Harsco 2011/2012 Restructuring Program accrual	(3,508)	—
Other assets and liabilities	(39,029)	(34,466)
Net cash provided by operating activities	35,747	66,865
Cash flows from investing activities:		
Purchases of property, plant and equipment	(107,845)	(166,876)
Proceeds from sales of assets	36,573	33,388
Other investing activities, net	1,348	3,831
Net cash used by investing activities	(69,924)	(129,657)
Cash flows from financing activities:		
Short-term borrowings, net	(26,366)	57,597
Current maturities and long-term debt:		
Additions	219,076	166,924
Reductions	(124,176)	(162,460)
Cash dividends paid on common stock	(33,029)	(33,042)
Dividends paid to noncontrolling interests	(2,072)	(600)
Contributions from noncontrolling interests	7,985	660
Common stock issued - options	725	1,330
Other financing activities, net	(2,708)	—
Net cash provided by financing activities	39,435	30,409
Effect of exchange rate changes on cash	(5,073)	3,440
Net increase (decrease) in cash and cash equivalents	185	(28,943)
Cash and cash equivalents at beginning of period	121,184	124,238
Cash and cash equivalents at end of period	\$ 121,369	\$ 95,295

See accompanying notes to unaudited condensed consolidated financial statements.

HARSCO CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (Unaudited)

(In thousands, except share and per share amounts)	Harsco Corporation Stockholders' Equity						
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Issued	Treasury					
Balances, January 1, 2011	\$ 139,514	\$ (737,106)	\$ 141,298	\$ 2,073,920	\$ (185,932)	\$ 36,451	\$ 1,468,145
Net income				49,158		2,389	51,547
Cash dividends declared:							
Common @ \$0.41 per share				(33,092)			(33,092)
Noncontrolling interests						(761)	(761)
Translation adjustments, net of deferred income taxes of \$(7,473)					53,473	759	54,232
Cash flow hedging instrument adjustments, net of deferred income taxes of \$(1,742)					6,688		6,688
Contributions from noncontrolling interests						1,181	1,181
Pension liability adjustments, net of deferred income taxes of \$947					(2,236)		(2,236)
Marketable securities unrealized gains, net of deferred income taxes of \$2					(3)		(3)
Stock options exercised, 86,022 shares	108		1,206				1,314
Vesting of restricted stock units, net 92,630 shares	151	(910)	985				226
Amortization of unearned portion of stock-based compensation, net of forfeitures			1,874				1,874
Balances, June 30, 2011	\$ 139,773	\$ (738,016)	\$ 145,363	\$ 2,089,986	\$ (128,010)	\$ 40,019	\$ 1,549,115

(In thousands, except share and per share amounts)	Harsco Corporation Stockholders' Equity						
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Issued	Treasury					
Balances, January 1, 2012	\$ 139,914	\$ (744,644)	\$ 149,066	\$ 1,996,234	\$ (364,191)	\$ 43,539	\$ 1,219,918
Net income (loss)				(16,658)		359	(16,299)
Cash dividends declared:							
Common @ \$0.41 per share				(33,058)			(33,058)
Noncontrolling interests						(2,068)	(2,068)
Translation adjustments, net of deferred income taxes of \$2,357					(30,708)	(371)	(31,079)
Cash flow hedging instrument adjustments, net of deferred income taxes of \$(895)					2,701		2,701
Contributions from noncontrolling interests						8,490	8,490
Pension liability adjustments, net of deferred income taxes of \$(1,325)					8,849		8,849
Marketable securities unrealized gains, net of deferred income taxes of \$(1)					2		2
Stock options exercised, 38,900 shares	49		661				710
Vesting of restricted stock units and other, net 48,519 shares	92	(561)	584				115
Amortization of unearned portion of stock-based compensation, net of forfeitures			1,308				1,308
Balances, June 30, 2012	\$ 140,055	\$ (745,205)	\$ 151,619	\$ 1,946,518	\$ (383,347)	\$ 49,949	\$ 1,159,589

See accompanying notes to unaudited condensed consolidated financial statements.

HARSCO CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Basis of Presentation

Harsco Corporation (the “Company”) has prepared these unaudited condensed consolidated financial statements based on Securities and Exchange Commission rules that permit reduced disclosure for interim periods. In the opinion of management, all adjustments (all of which are of a normal recurring nature) that are necessary for a fair presentation are reflected in the unaudited condensed consolidated financial statements. The December 31, 2011 Condensed Consolidated Balance Sheet information contained in this Quarterly Report on Form 10-Q was derived from the 2011 audited consolidated financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America (“U.S. GAAP”) for an annual report. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements, including the notes thereto, included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2011.

The Company’s management has evaluated all activity of the Company and concluded that subsequent events are properly reflected in the Company’s unaudited condensed consolidated financial statements and notes as required by U.S. GAAP.

Operating results and cash flows for the three and six months ended June 30, 2012 are not indicative of the results that may be expected for the year ending December 31, 2012.

2. Recently Adopted and Recently Issued Accounting Standards

The following accounting standards have been adopted in 2012:

On January 1, 2012, the Company adopted Financial Accounting Standards Board (“FASB”) issued changes related to fair value measurement and disclosure. The changes are the result of convergence with International Financial Reporting Standards and clarify certain fair value measurement concepts and expand on existing disclosure requirements on Level 3 fair value measurements. The adoption of these changes did not have a material impact on the Company’s consolidated financial statements.

On January 1, 2012, the Company adopted FASB issued changes related to the presentation of comprehensive income. The changes remove certain presentation options and require entities to report components of comprehensive income in either a continuous statement of comprehensive income or two separate but consecutive statements. There were no changes to the items that are reported in other comprehensive income. In December 2011, the FASB indefinitely deferred a requirement dealing with the presentation of reclassification adjustments out of accumulated other comprehensive income. Other than the sequencing of financial statements, the adoption of these changes did not have an impact on the Company’s consolidated financial statements.

On January 1, 2012, the Company adopted FASB issued changes related to testing for goodwill impairment. The changes allow for an assessment of qualitative factors to determine whether it is necessary to perform the two-step impairment test. The adoption of these changes will not have an impact on the Company’s consolidated financial statements, but it may impact the manner in which the Company performs testing for goodwill impairment.

The following accounting standard has been issued and becomes effective for the Company at a future date:

In December 2011, the FASB issued changes related to offsetting assets and liabilities. The changes require additional disclosure information regarding offsetting assets and liabilities to enable users of financial statements to understand the effect on financial position. Management is currently evaluating these changes and believes that it may require additional disclosure, but will not have a material impact on the Company’s consolidated financial statements. These changes become effective for the Company on January 1, 2013 with retrospective application required.

3. Acquisitions and Dispositions

Acquisitions

Certain of the Company's acquisitions in prior years included contingent consideration features for which defined goals needed to be met by the acquired business in order for payment of the consideration. Each quarter until settlement of these contingencies, the Company assessed the likelihood that an acquired business would achieve the goals and the resulting fair value of the contingency. In accordance with U.S. GAAP, these adjustments were recognized in operating income in the Condensed Consolidated Statements of Income as a component of the Other expenses line item. The Company's assessment of these performance goals resulted in the following reductions to previously recognized contingent consideration liabilities:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Reduction of contingent consideration liabilities	\$ —	\$ —	\$ —	\$ 3,966

All contingent consideration liabilities have been settled and there was no recorded contingent consideration liability as of June 30, 2012 or December 31, 2011.

Dispositions - Assets Held-for-Sale

Throughout the past several years and in conjunction with the 2011/2012 Restructuring Program and the Fourth Quarter 2010 Harsco Infrastructure Program, management approved the sale of certain long-lived assets throughout the Company's operations. At June 30, 2012 and December 31, 2011, assets held-for-sale of \$1.5 million and \$7.2 million, respectively, were recorded as Other current assets on the Condensed Consolidated Balance Sheets.

4. Accounts Receivable and Inventories

Accounts receivable consist of the following:

(In thousands)	June 30 2012	December 31 2011
Trade accounts receivable	\$ 634,981	\$ 636,304
Less: Allowance for doubtful accounts	(19,783)	(17,829)
Trade accounts receivable, net	\$ 615,198	\$ 618,475
Other receivables (a)	\$ 33,014	\$ 44,431

(a) Other receivables include insurance claim receivables, employee receivables, tax claim receivables and other miscellaneous receivables not included in Trade accounts receivable, net.

The provision for doubtful accounts related to trade accounts receivable was as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Provision for doubtful accounts related to trade accounts receivable	\$ 3,936	\$ 1,592	\$ 6,863	\$ 3,748

Inventories consist of the following:

(In thousands)	June 30 2012	December 31 2011
Finished goods	\$ 83,754	\$ 78,445
Work-in-process	43,813	34,041
Raw materials and purchased parts	95,894	92,995
Stores and supplies	37,500	36,453
Inventories	\$ 260,961	\$ 241,934

5. Property, Plant and Equipment

Property, plant and equipment consists of the following:

(In thousands)	June 30 2012	December 31 2011
Land	\$ 26,084	\$ 26,729
Land improvements	19,184	17,960
Buildings and improvements	185,185	186,799
Machinery and equipment	2,872,748	2,977,521
Uncompleted construction	71,492	66,719
Gross property, plant and equipment	3,174,693	3,275,728
Less: Accumulated depreciation	(1,966,635)	(2,001,244)
Property, plant and equipment, net	<u>\$ 1,208,058</u>	<u>\$ 1,274,484</u>

6. Goodwill and Other Intangible Assets

The following table reflects the changes in carrying amounts of goodwill by segment (there is no goodwill associated with the Harsco Industrial Segment) for the six months ended June 30, 2012:

(In thousands)	Harsco Metals & Minerals Segment	Harsco Infrastructure Segment	Harsco Rail Segment	Consolidated Totals
Balance at December 31, 2011	\$ 411,876	\$ 259,715	\$ 9,310	\$ 680,901
Changes to goodwill (a)	—	(2,264)	—	(2,264)
Foreign currency translation	(3,864)	(3,175)	—	(7,039)
Balance at June 30, 2012	<u>\$ 408,012</u>	<u>\$ 254,276</u>	<u>\$ 9,310</u>	<u>\$ 671,598</u>

(a) Changes to goodwill relate principally to the allocation of goodwill, in accordance with U.S. GAAP, to components of the Harsco Infrastructure Segment which were disposed of as part of the 2011/2012 Restructuring Program.

The Company's 2011 annual goodwill impairment testing did not result in any impairment of the Company's goodwill. The fair values of the Harsco Metals business and the Harsco Infrastructure Segment exceeded carrying value by approximately 7.4% and 9.1%, respectively. The Company tests for goodwill impairment annually, and whenever events or circumstances make it more likely than not that impairment may have occurred. The Company performs its annual goodwill impairment test as of October 1 and monitors for interim triggering events on an ongoing basis. The Company determined that as of June 30, 2012, no interim goodwill impairment testing was necessary. There can be no assurance that the Company's annual goodwill impairment testing will not result in a charge to earnings. Should the Company's analysis indicate a further degradation in the overall markets served by the Harsco Metals business or Harsco Infrastructure Segment, impairment losses for associated assets could be required. Any impairment could result in the write-down of the carrying value of goodwill to its implied fair value.

Intangible assets by class consist of the following:

(In thousands)	June 30, 2012		December 31, 2011	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer related	\$ 181,778	\$ 124,472	\$ 183,576	\$ 119,708
Non-compete agreements	1,349	1,306	1,353	1,301
Patents	6,320	5,154	6,884	5,145
Technology related	29,184	15,822	29,497	14,614
Trade names	18,825	10,017	18,538	8,379
Other	10,645	7,366	10,749	7,949
Total	<u>\$ 248,101</u>	<u>\$ 164,137</u>	<u>\$ 250,597</u>	<u>\$ 157,096</u>

Amortization expense for intangible assets was as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Amortization expense for intangible assets	\$ 4,099	\$ 7,943	\$ 9,407	\$ 15,792

The estimated amortization expense for the next five fiscal years based on current intangible assets and excluding the potential effect of future foreign currency exchange rate fluctuations is as follows:

(In thousands)	2012	2013	2014	2015	2016
Estimated amortization expense	\$ 17,500	\$ 15,750	\$ 13,500	\$ 8,750	\$ 7,500

7. Debt and Credit Agreements

In March 2012, the Company entered into an Amended and Restated Five Year Credit Agreement (“Credit Agreement”) in the amount of \$525 million through a syndicate of 14 banks. The Credit Agreement matures in March 2017. The Company has the option to increase the amount of the Credit Agreement to \$550 million. The Credit Agreement amends and restates the Company’s multi-year revolving credit facility which was set to mature in December 2012. There were no borrowings outstanding under the multi-year revolving credit facility upon execution of the Credit Agreement.

The Credit Agreement contains covenants stipulating a maximum debt to capital ratio of 60%; a maximum subsidiary consolidated indebtedness to consolidated tangible assets ratio of 10%; and a minimum total consolidated earnings before interest, taxes, depreciation and amortization (“EBITDA”) to consolidated interest charges ratio of 3.0:1. At June 30, 2012 the Company was in compliance with these covenants. Borrowings under the Credit Agreement are available in most major currencies with active markets and at interest rates based upon LIBOR, plus a margin.

During the six months ended June 30, 2012, the Company expensed \$0.5 million of previously deferred financing costs associated with the multi-year revolving credit facility for banks which did not participate in the Credit Agreement or banks with decreased obligations under the Credit Agreement, all of which occurred in the first quarter of 2012.

At June 30, 2012 and December 31, 2011, the Company had \$107.6 million and \$40.0 million, respectively, of commercial paper outstanding. At June 30, 2012, \$13.0 million and \$94.6 million of commercial paper outstanding was classified as short-term borrowings and long-term debt, respectively, in the Condensed Consolidated Balance Sheets. At December 31, 2011, all commercial paper outstanding was classified as short-term borrowings in the Consolidated Balance Sheets. Classification of commercial paper outstanding is based on the Company's ability and intent to repay such amounts over the subsequent twelve months, as well as reflects the Company's intent and ability to borrow for a period longer than a year. To the extent the Company expects to repay the commercial paper within the subsequent twelve months, the amounts are classified as short-term borrowings.

8. Employee Benefit Plans

Defined Benefit Net Periodic Pension Cost (In thousands)	Three Months Ended June 30			
	U. S. Plans		International Plans	
	2012	2011	2012	2011
Defined benefit plans:				
Service cost	\$ 471	\$ 391	\$ 862	\$ 1,144
Interest cost	3,203	3,381	11,062	12,320
Expected return on plan assets	(3,899)	(4,138)	(10,690)	(13,715)
Recognized prior service costs	47	62	96	110
Recognized losses	1,155	749	3,747	2,849
Amortization of transition liability	—	—	—	15
Settlement/curtailment gain	—	—	(366)	—
Defined benefit plans net periodic pension cost	\$ 977	\$ 445	\$ 4,711	\$ 2,723

Defined Benefit Net Periodic Pension Cost (In thousands)	Six Months Ended June 30			
	U. S. Plans		International Plans	
	2012	2011	2012	2011
Defined benefit plans:				
Service cost	\$ 943	\$ 783	\$ 1,926	\$ 2,239
Interest cost	6,411	6,770	22,441	24,303
Expected return on plan assets	(7,806)	(8,285)	(21,735)	(26,248)
Recognized prior service costs	95	124	194	213
Recognized losses	2,313	1,499	7,479	5,627
Amortization of transition liability	—	—	8	29
Settlement/curtailment loss (gain)	—	—	(2,061)	30
Defined benefit plans net periodic pension cost	\$ 1,956	\$ 891	\$ 8,252	\$ 6,193

Company Contributions (In thousands)	Three Months Ended June 30		Six Months Ended June 30	
	2012	2011	2012	2011
	Defined benefit pension plans:			
United States	\$ 2,049	\$ 559	\$ 2,638	\$ 1,007
International	3,559	4,063	22,171	20,917
Multiemployer pension plans	4,479	6,281	7,774	10,100
Defined contribution pension plans	3,485	5,151	8,434	9,859

The Company currently anticipates contributing an additional \$3.5 million and \$8.0 million for the U.S. and international defined benefit pension plans, respectively, during the remainder of 2012.

9. Income Taxes

Income tax expense from continuing operations was impacted primarily due to certain losses from continuing operations being generated in jurisdictions where no tax benefit can be recognized for the three and six months ended June 30, 2012 compared with the three and six months ended June 30, 2011. These losses with no tax benefit resulted in income tax expense despite an overall loss from continuing operations for the six months ended June 30, 2012 and impacted effective income tax rates for all periods in 2012.

An income tax benefit from an uncertain tax position may be recognized when it is more-likely-than-not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on technical merits. The unrecognized income tax benefit at June 30, 2012 was \$37.0 million including interest and penalties. Within the next twelve months, it is reasonably possible that up to \$4.5 million of unrecognized income tax benefits will be recognized upon settlement of tax examinations and the expiration of various statutes of limitations.

10. Commitments and Contingencies

Environmental

The Company is involved in a number of environmental remediation investigations and cleanups and, along with other companies, has been identified as a “potentially responsible party” for certain waste disposal sites. While each of these matters is subject to various uncertainties, it is probable that the Company will agree to make payments toward funding certain of these activities and it is possible that some of these matters will be decided unfavorably to the Company. The Company has evaluated its potential liability, and its financial exposure is dependent upon such factors as the continuing evolution of environmental laws and regulatory requirements, the availability and application of technology, the allocation of cost among potentially responsible parties, the years of remedial activity required and the remediation methods selected. The Condensed Consolidated Balance Sheets as of June 30, 2012 and December 31, 2011 include accruals in Other current liabilities of \$2.1 million and \$2.5 million, respectively, for environmental matters. The amounts charged against pre-tax income related to environmental matters totaled \$0.3 million and \$0.5 million for the three and six months ended June 30, 2012, respectively. The amounts charged against pre-tax income related to environmental matters totaled \$0.6 million and \$0.8 million for the three and six months ended June 30, 2011, respectively.

The Company evaluates its liability for future environmental remediation costs on a quarterly basis. Actual costs to be incurred at identified sites in future periods may vary from the estimates, given inherent uncertainties in evaluating environmental exposures. The Company does not expect that any sum it may have to pay in connection with environmental matters in excess of the amounts recorded or disclosed above would have a material adverse effect on its financial position, results of operations or cash flows.

Brazilian Tax Disputes

The Company is involved in a number of tax disputes with federal, state and municipal tax authorities in Brazil. These disputes are at various stages of the legal process, including the administrative review phase and the collection action phase, and include assessments of fixed amounts of principal and penalties, plus interest charges that increase at statutorily determined amounts per month and are assessed on the aggregate amount of the principal and penalties. In addition, the losing party at the collection action or court appeals phase could be subject to a charge to cover statutorily mandated legal fees, which are generally calculated as a percentage of the total assessed amounts due, inclusive of penalty and interest. A large number of the claims relate to value-added (“ICMS”), services and social security tax disputes. The largest proportion of the assessed amounts relate to ICMS claims filed by the State Revenue Authorities from the State of São Paulo, Brazil (the “SPRA”), encompassing the period from January 2002 to May 2005.

In October 2009, the Company received notification of the SPRA’s final administrative decision regarding the levying of ICMS in the State of São Paulo in relation to services provided to a customer in the State between January 2004 and May 2005. As of June 30, 2012, the principal amount of the tax assessment from the SPRA with regard to this case is approximately \$3 million, with penalty, interest and fees assessed to date increasing such amount by an additional \$28 million. Any increase in the aggregate amount since the Company’s last Annual Report on Form 10-K is due to an increase in assessed interest and statutorily mandated legal fees for the quarter. All such amounts include the effect of foreign currency translation.

Another ICMS tax case involving the SPRA refers to the tax period from January 2002 to December 2003, and is still pending at the administrative phase, where the aggregate amount assessed by the tax authorities in August 2005 was \$12 million (the amounts with regard to this claim are valued as of the date of the assessment since it has not yet reached the collection phase), composed of a principal amount of approximately \$3 million, with penalty and interest assessed through that date increasing such amount by an additional \$9 million. All such amounts include the effect of foreign currency translation.

The Company continues to believe that it is not probable it will incur a loss for these assessments by the SPRA and continues to believe that sufficient coverage for these claims exists as a result of the Company's customer's indemnification obligations and such customer's pledge of assets in connection with the October 2009 notice, as required by Brazilian procedure.

The Company intends to continue its practice of vigorously defending itself against these tax claims under various alternatives, including judicial appeal. The Company will continue to evaluate its potential liability with regard to these claims on a quarterly basis; however, it is not possible to predict the ultimate outcome of these tax-related disputes in Brazil.

Customer Disputes

The Company, through its Harsco Metals & Minerals Segment, provides services to various subsidiaries and affiliates of ArcelorMittal ("ArcelorMittal") on a number of sites worldwide through long-term service contracts. Currently, ArcelorMittal and the Company are involved in several commercial disputes, a few of which have resulted in legal action. Both the Company and ArcelorMittal are working to resolve these matters. Although results of operations and cash flows for a given period could be adversely affected by a negative outcome in these or other lawsuits, claims and proceedings, management believes that the ultimate outcome of these matters will not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Other

In the United States, the Company has been named as one of many defendants (approximately 90 or more in most cases) in legal actions alleging personal injury from exposure to airborne asbestos over the past several decades. In their suits, the plaintiffs have named as defendants, among others, many manufacturers, distributors and installers of numerous types of equipment or products that allegedly contained asbestos.

The Company believes that the claims against it are without merit. The Company has never been a producer, manufacturer or processor of asbestos fibers. Any component within a Company product that may have contained asbestos would have been purchased from a supplier. Based on scientific and medical evidence, the Company believes that any asbestos exposure arising from normal use of any Company product never presented any harmful levels of airborne asbestos exposure, and, moreover, the type of asbestos contained in any component that was used in those products was protectively encapsulated in other materials and is not associated with the types of injuries alleged in the pending suits. Finally, in most of the depositions taken of plaintiffs to date in the litigation against the Company, plaintiffs have failed to specifically identify any Company products as the source of their asbestos exposure.

The majority of the asbestos complaints pending against the Company have been filed in New York. Almost all of the New York complaints contain a standard claim for damages of \$20 million or \$25 million against the approximately 90 defendants, regardless of the individual plaintiff's alleged medical condition, and without specifically identifying any Company product as the source of plaintiff's asbestos exposure.

As of June 30, 2012, there are 18,626 pending asbestos personal injury claims filed against the Company. Of these cases, 18,126 are pending in the New York Supreme Court for New York County in New York State. The other claims, totaling 500, are filed in various counties in a number of state courts, and in certain Federal District Courts (including New York), and those complaints generally assert lesser amounts of damages than the New York State court cases or do not state any amount claimed.

As of June 30, 2012, the Company has obtained dismissal by stipulation, or summary judgment prior to trial, in 26,128 cases.

In view of the persistence of asbestos litigation nationwide, the Company expects to continue to receive additional claims. However, there have been developments during the past several years, both by certain state legislatures and by certain state courts, which could favorably affect the Company's ability to defend these asbestos claims in those jurisdictions. These developments include procedural changes, docketing changes, proof of damage requirements and other changes that require plaintiffs to follow specific procedures in bringing their claims and to show proof of damages before they can proceed with their claim. An example is the action taken by the New York Supreme Court (a trial court), which is responsible for managing all asbestos cases pending within New York County in the State of New York. This Court issued an order in December 2002 that created a Deferred or Inactive Docket for all pending and future asbestos claims filed by plaintiffs who cannot demonstrate that they have a malignant condition or discernible physical impairment, and an Active or In Extremis Docket for plaintiffs who are able to show such medical condition. As a result of this order, the majority of the asbestos cases filed against the Company in New York County have been moved to the Inactive Docket until such time as the plaintiffs can show that they have incurred a physical impairment. As of June 30, 2012, the Company has been listed as a defendant in 804 Active or In Extremis asbestos cases in New York County. The Court's Order has been challenged by some plaintiffs.

Except with regard to the legal costs in a few limited, exceptional cases, the Company's insurance carrier has paid all legal and settlement costs and expenses to date related to the Company's U.S. asbestos cases. The Company has liability insurance coverage under various primary and excess policies that the Company believes will be available, if necessary, to substantially cover any liability that might ultimately be incurred on these claims.

The Company intends to continue its practice of vigorously defending these claims and cases. It is not possible to predict the ultimate outcome of asbestos-related lawsuits, claims and proceedings due to the unpredictable nature of personal injury litigation. Despite this uncertainty, and although results of operations and cash flows for a given period could be adversely affected by asbestos-related lawsuits, claims and proceedings, management believes that the ultimate outcome of these cases will not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

The Company is subject to various other claims and legal proceedings covering a wide range of matters that arose in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance or by established reserves, and, if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a material adverse effect on the financial position, results of operations or cash flows of the Company.

Insurance liabilities are recorded when it is probable that a liability has been incurred for a particular event and the amount of loss associated with the event can be reasonably estimated. Insurance reserves have been estimated based primarily upon actuarial calculations and reflect the undiscounted estimated liabilities for ultimate losses, including claims incurred but not reported. Inherent in these estimates are assumptions that are based on the Company's history of claims and losses, a detailed analysis of existing claims with respect to potential value, and current legal and legislative trends. If actual claims differ from those projected by management, changes (either increases or decreases) to insurance reserves may be required and would be recorded through income in the period the change was determined. When a recognized liability is covered by third-party insurance, the Company records an insurance claim receivable to reflect the covered liability. Insurance claim receivables are included in Other receivables on the Company's Condensed Consolidated Balance Sheets. See Note 1, "Summary of Significant Accounting Policies," to the Company's consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2011 for additional information on Accrued Insurance and Loss Reserves.

11. Reconciliation of Basic and Diluted Shares

(In thousands, except per share amounts)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Income (loss) from continuing operations attributable to Harsco Corporation common stockholders	\$ 13,033	\$ 38,185	\$ (15,930)	\$ 50,441
Weighted-average shares outstanding - basic	80,631	80,749	80,605	80,722
Dilutive effect of stock-based compensation	251	261	—	255
Weighted-average shares outstanding - diluted	80,882	81,010	80,605	80,977
Earnings (loss) from continuing operations per common share, attributable to Harsco Corporation common stockholders:				
Basic	\$ 0.16	\$ 0.47	\$ (0.20)	\$ 0.62
Diluted	\$ 0.16	\$ 0.47	\$ (0.20)	\$ 0.62

The following average outstanding stock-based compensation units were not included in the three and six month computation of diluted earnings per share because the effect was antidilutive:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Restricted stock units	—	—	101	—
Stock options	372	—	428	—
Stock appreciation rights	318	—	300	—
Other	—	—	178	—

12. Derivative Instruments, Hedging Activities and Fair Value

Derivative Instruments and Hedging Activities

The Company uses derivative instruments, including foreign currency forward exchange contracts, commodity contracts and cross-currency interest rate swaps, to manage certain foreign currency, commodity price and interest rate exposures. Derivative instruments are viewed as risk management tools by the Company and are not used for trading or speculative purposes.

All derivative instruments are recorded on the balance sheet at fair value. Changes in the fair value of derivatives used to hedge foreign currency denominated balance sheet items are reported directly in earnings along with offsetting transaction gains and losses on the items being hedged. Derivatives used to hedge forecasted cash flows associated with foreign currency commitments or forecasted commodity purchases may be accounted for as cash flow hedges, as deemed appropriate and if the criteria for hedge accounting are met. Gains and losses on derivatives designated as cash flow hedges are deferred as a separate component of equity and reclassified to earnings in a manner that matches the timing of the earnings impact of the hedged transactions. Generally, at June 30, 2012, these deferred gains and losses will be reclassified to earnings over 10 to 15 years from the balance sheet date. The ineffective portion of all hedges, if any, is recognized currently in earnings.

The fair values of outstanding derivative contracts recorded as assets and liabilities on the Condensed Consolidated Balance Sheets at June 30, 2012 and December 31, 2011 were as follows:

(In thousands)	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
June 30, 2012				
Derivatives designated as hedging instruments:				
Cross currency interest rate swaps	Other assets	55,367	Noncurrent liabilities	—
Total derivatives designated as hedging instruments		<u>\$ 55,367</u>		<u>\$ —</u>
Derivatives not designated as hedging instruments:				
Foreign currency forward exchange contracts	Other current assets	<u>\$ 1,241</u>	Other current liabilities	<u>\$ 1,260</u>

(In thousands)	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
December 31, 2011				
Derivatives designated as hedging instruments:				
Foreign currency forward exchange contracts	Other current assets	\$ 274	Other current liabilities	\$ —
Cross currency interest rate swaps	Other assets	44,636	Noncurrent liabilities	1,792
Total derivatives designated as hedging instruments		<u>\$ 44,910</u>		<u>\$ 1,792</u>
Derivatives not designated as hedging instruments:				
Foreign currency forward exchange contracts	Other current assets	<u>\$ 2,912</u>	Other current liabilities	<u>\$ 1,207</u>

The effect of derivative instruments on the Condensed Consolidated Statements of Income and the Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2012 and 2011 was as follows:

Derivatives Designated as Hedging Instruments

(In thousands)	Amount of Gain (Loss) Recognized in Other Comprehensive Income ("OCI") on Derivative - Effective Portion	Location of Gain (Loss) Reclassified from Accumulated OCI into Income - Effective Portion	Amount of Gain (Loss) Reclassified from Accumulated OCI into Income - Effective Portion	Location of Gain (Loss) Recognized in Income on Derivative - Ineffective Portion and Amount Excluded from Effectiveness Testing	Amount of Gain (Loss) Recognized in Income on Derivative - Ineffective Portion and Amount Excluded from Effectiveness Testing
For the three months ended June 30, 2012:					
Foreign currency forward exchange contracts	\$ 179	Cost of services and products sold	\$ 222		\$ —
Cross-currency interest rate swaps	2,440		—	Cost of services and products sold	19,992 ^(a)
	<u>\$ 2,619</u>		<u>\$ 222</u>		<u>\$ 19,992</u>
For the three months ended June 30, 2011:					
Foreign currency forward exchange contracts	\$ (172)		\$ —		\$ —
Cross-currency interest rate swaps	1,308		—	Cost of services and products sold	(4,676) ^(a)
	<u>\$ 1,136</u>		<u>\$ —</u>		<u>\$ (4,676)</u>

(a) These gains (losses) offset foreign currency fluctuation effects on the debt principal.

(In thousands)	Amount of Gain (Loss) Recognized in Other Comprehensive Income ("OCI") on Derivative - Effective Portion	Location of Gain (Loss) Reclassified from Accumulated OCI into Income - Effective Portion	Amount of Gain (Loss) Reclassified from Accumulated OCI into Income - Effective Portion	Location of Gain (Loss) Recognized in Income on Derivative - Ineffective Portion and Amount Excluded from Effectiveness Testing	Amount of Gain (Loss) Recognized in Income on Derivative - Ineffective Portion and Amount Excluded from Effectiveness Testing
For the six months ended June 30, 2012:					
Foreign currency forward exchange contracts	\$ (183)	Cost of services and products sold	\$ 256		\$ —
Cross-currency interest rate swaps	3,779		—	Cost of services and products sold	8,745 ^(a)
	<u>\$ 3,596</u>		<u>\$ 256</u>		<u>\$ 8,745</u>
For the six months ended June 30, 2011:					
Foreign currency forward exchange contracts	\$ (699)		\$ —		\$ —
Cross-currency interest rate swaps	9,129		—	Cost of services and products sold	(23,457) ^(a)
	<u>\$ 8,430</u>		<u>\$ —</u>		<u>\$ (23,457)</u>

(a) These gains (losses) offset foreign currency fluctuation effects on the debt principal.

Derivatives Not Designated as Hedging Instruments

(In thousands)	Location of Gain (Loss) Recognized in Income on Derivative	Amount of Gain (Loss) Recognized in Income on Derivative for the Three Months Ended June 30 (a)	
		2012	2011
Foreign currency forward exchange contracts	Cost of services and products sold	\$ 7,199	\$ (1,956)

(a) These gains (losses) offset amounts recognized in cost of services and products sold principally as a result of intercompany or third party foreign currency exposures.

(In thousands)	Location of Gain (Loss) Recognized in Income on Derivative	Amount of Gain (Loss) Recognized in Income on Derivative for the Six Months Ended June 30 (a)	
		2012	2011
Foreign currency forward exchange contracts	Cost of services and products sold	\$ 2,505	\$ (7,077)

(a) These gains (losses) offset amounts recognized in cost of services and products sold principally as a result of intercompany or third party foreign currency exposures.

Foreign Currency Forward Exchange Contracts

The Company conducts business in multiple currencies and, accordingly, is subject to the inherent risks associated with foreign exchange rate movements. The financial position and results of operations of substantially all of the Company's foreign subsidiaries are measured using the local currency as the functional currency. Foreign currency-denominated assets and liabilities are translated into U.S. dollars at the exchange rates existing at the respective balance sheet dates, and income and expense items are translated at the average exchange rates during the respective periods. The aggregate effects of translating the balance sheets of these subsidiaries are deferred and recorded in Accumulated other comprehensive loss, which is a separate component of equity.

The Company uses derivative instruments to hedge cash flows related to foreign currency fluctuations. At June 30, 2012 and December 31, 2011, the Company had \$346.4 million and \$324.5 million of contracted amounts, respectively, of foreign currency forward exchange contracts outstanding. These contracts are part of a worldwide program to minimize foreign

currency exchange operating income and balance sheet exposure by offsetting foreign currency exposures of certain future payments between the Company and its various subsidiaries, suppliers or customers. The unsecured contracts outstanding at June 30, 2012 mature at various times within six months and are with major financial institutions. The Company may be exposed to credit loss in the event of non-performance by the contract counterparties. The Company evaluates the creditworthiness of the counterparties and does not expect default by them. Foreign currency forward exchange contracts are used to hedge commitments, such as foreign currency debt, firm purchase commitments and foreign currency cash flows for certain export sales transactions.

The following tables summarize, by major currency, the contractual amounts of the Company's foreign currency forward exchange contracts in U.S. dollars at June 30, 2012 and December 31, 2011. The "Buy" amounts represent the U.S. dollar equivalent of commitments to purchase foreign currencies, and the "Sell" amounts represent the U.S. dollar equivalent of commitments to sell foreign currencies. The recognized gains and losses offset amounts recognized in cost of services and products sold principally as a result of intercompany or third party foreign currency exposures.

June 30, 2012

(In thousands)	Type	U.S. Dollar Equivalent	Maturity	Recognized Gain (Loss)
British pounds sterling	Sell	\$ 3,577	July 2012	\$ 20
British pounds sterling	Buy	2,215	July 2012	(7)
Euros	Sell	194,376	July 2012 through December 2012	879
Euros	Buy	106,313	July 2012 through August 2012	(801)
Other currencies	Sell	2,558	July 2012 through September 2012	7
Other currencies	Buy	37,361	July 2012 through August 2012	(117)
Total		<u>\$ 346,400</u>		<u>\$ (19)</u>

December 31, 2011

(In thousands)	Type	U.S. Dollar Equivalent	Maturity	Recognized Gain (Loss)
British pounds sterling	Sell	\$ 18,350	January 2012	\$ (20)
British pounds sterling	Buy	4,364	January 2012	(12)
Euros	Sell	178,889	January 2012 through October 2012	2,345
Euros	Buy	105,247	January 2012 through April 2012	(878)
Other currencies	Sell	2,957	January 2012 through March 2012	62
Other currencies	Buy	14,656	January 2012	235
Total		<u>\$ 324,463</u>		<u>\$ 1,732</u>

In addition to foreign currency forward exchange contracts, the Company designates certain loans as hedges of net investments in foreign subsidiaries. The Company recorded pre-tax net gains of \$2.5 million and \$6.9 million during the three and six months ended June 30, 2012, respectively, and pre-tax net losses of \$2.3 million and \$9.2 million during the three and six months ended June 30, 2011, respectively, into Accumulated other comprehensive loss, which is a separate component of stockholders' equity.

Cross-Currency Interest Rate Swaps

The Company uses cross-currency interest rate swaps in conjunction with certain debt issuances in order to secure a fixed local currency interest rate. Under these cross-currency interest rate swaps, the Company receives interest based on a fixed or floating U.S. dollar rate and pays interest on a fixed local currency rate based on the contractual amounts in dollars and the local currency, respectively. The cross-currency interest rate swaps are recorded on the Condensed Consolidated Balance Sheets at fair value, with changes in value attributed to the effect of the swaps' interest spread recorded in Accumulated other comprehensive loss, which is a separate component of equity. Changes in value attributed to the effect of foreign currency fluctuations are recorded in the income statement and offset currency fluctuation effects on the debt principal.

Cross-Currency Interest Rate Swaps

(In millions)	Contractual Amount	Interest Rates	
		Receive	Pay
Maturing 2018	\$ 250.0	Fixed U.S. dollar rate	Fixed euro rate
Maturing 2020	220.0	Fixed U.S. dollar rate	Fixed British pound sterling rate
Maturing 2013	1.8	Floating U.S. dollar rate	Fixed Indian rupee rate

Fair Value of Derivative Assets and Liabilities and Other Financial Instruments

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The Company utilizes market data or assumptions that the Company believes market participants would use in valuing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique.

The fair value hierarchy distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1—Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2—Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3—Inputs that are both significant to the fair value measurement and unobservable.

In instances in which multiple levels of inputs are used to measure fair value, hierarchy classification is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

At June 30, 2012 and December 31, 2011, all derivative assets and liabilities were valued at Level 2 of the fair value hierarchy. The following table indicates the different financial instruments of the Company at June 30, 2012 and December 31, 2011:

Level 2 Fair Value Measurements

(In thousands)	June 30 2012	December 31 2011
Assets		
Foreign currency forward exchange contracts	\$ 1,241	\$ 3,186
Cross-currency interest rate swaps	55,367	44,636
Liabilities		
Foreign currency forward exchange contracts	1,260	1,207
Cross-currency interest rate swaps	—	1,792

The following table reconciles the beginning and ending balances for liabilities measured on a recurring basis using unobservable inputs (Level 3) for the three and six months ended June 30:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Balance at beginning of period	\$ —	\$ —	\$ —	\$ 3,872
Fair value adjustments included in earnings	—	—	—	(3,966)
Effect of exchange rate changes	—	—	—	94
Balance at end of period	\$ —	\$ —	\$ —	\$ —

The Company primarily applies the market approach for recurring fair value measurements and endeavors to utilize the best available information. Accordingly, the Company utilizes valuation techniques that maximize the use of observable inputs, such as forward rates, interest rates, the Company's credit risk and counterparties' credit risks, and which minimize the use of unobservable inputs. The Company is able to classify fair value balances based on the ability to observe those inputs. Commodity derivatives, foreign currency forward exchange contracts and cross-currency interest rate swaps are classified as Level 2 fair value based upon pricing models using market-based inputs. Model inputs can be verified, and valuation techniques do not involve significant management judgment.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities and short-term borrowings approximate fair value due to the short-term maturities of these assets and liabilities. At June 30, 2012 and December 31, 2011, the total fair value of long-term debt, including current maturities, was \$1.0 billion and \$935.1 million, respectively, compared to carrying value of \$951.8 million and \$857.4 million, respectively. Fair values for debt are based on quoted market prices (Level 1) for the same or similar issues or on the current rates offered to the Company for debt of the same remaining maturities.

13. Review of Operations by Segment

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Revenues From Continuing Operations				
Harsco Metals & Minerals	\$ 364,923	\$ 423,789	\$ 724,874	\$ 815,526
Harsco Infrastructure	234,570	298,334	472,542	559,901
Harsco Rail	79,627	77,945	147,675	140,547
Harsco Industrial	91,455	75,023	177,819	138,172
Total revenues from continuing operations	\$ 770,575	\$ 875,091	\$ 1,522,910	\$ 1,654,146
Operating Income (Loss) From Continuing Operations				
Harsco Metals & Minerals	\$ 31,001	\$ 35,252	\$ 53,312	\$ 63,857
Harsco Infrastructure	(24,349)	(5,088)	(77,891)	(22,579)
Harsco Rail	12,035	22,520	21,366	30,643
Harsco Industrial	16,955	13,044	30,953	23,718
Corporate	(1,003)	(1,295)	(5,788)	(2,170)
Total operating income from continuing operations	\$ 34,639	\$ 64,433	\$ 21,952	\$ 93,469

Reconciliation of Segment Operating Income to Income (Loss) From Continuing Operations Before Income Taxes and Equity Income

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Segment operating income	\$ 35,642	\$ 65,728	\$ 27,740	\$ 95,639
General corporate	(1,003)	(1,295)	(5,788)	(2,170)
Operating income from continuing operations	34,639	64,433	21,952	93,469
Interest income	882	619	1,556	1,339
Interest expense	(11,608)	(12,644)	(24,432)	(24,579)
Income (loss) from continuing operations before income taxes and equity income	\$ 23,913	\$ 52,408	\$ (924)	\$ 70,229

14. Other Expenses

This income statement classification includes restructuring costs for employee termination benefit costs, product rationalization and costs to exit activities; former CEO separation costs; net gains on the disposal of non-core assets; currency translation adjustments recognized in earnings; and business combination accounting adjustments for contingent consideration related to acquisitions by the Company.

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Restructuring costs (see Note 15)	\$ 29,660	\$ 2,422	\$ 65,109	\$ 7,258
Former CEO separation costs	—	—	4,125	—
Net gains from disposal of non-core assets	(821)	(1,758)	(1,222)	(2,814)
Currency translation adjustments recognized in earnings	(6,754)	—	(6,754)	—
Contingent consideration adjustments	—	—	—	(3,966)
Other	791	246	1,710	903
Other expenses	\$ 22,876	\$ 910	\$ 62,968	\$ 1,381

15. Restructuring Programs

The Company instituted restructuring programs in 2010 and 2011 as detailed below. The overall objective of the programs is to balance short-term profitability goals with long-term strategies to establish platforms upon which the affected businesses can grow with reduced fixed investment and generate annual operating expense savings. The programs have been instituted in response to the continuing impact of global financial and economic uncertainty on the Company's end markets, particularly in the Company's Harsco Infrastructure Segment.

Within the Harsco Infrastructure Segment, these restructuring programs are part of an ongoing transformation strategy to improve organizational efficiency and enhance profitability and stockholder value. The strategy includes optimizing the Segment as a more streamlined, efficient, cost-effective, disciplined and market-focused global platform.

2011/2012 Restructuring Program

Under the 2011/2012 Restructuring Program, the Company is optimizing rental assets and sale inventories by removing non-core assets under an expanded product rationalization and branch structure reduction program undertaken in its Harsco Infrastructure Segment; optimizing office structures in the Harsco Infrastructure and Harsco Metals & Minerals Segments; and reducing the global workforce in the Harsco Infrastructure and Harsco Metals & Minerals Segments. As previously disclosed in the Company's Annual Report on Form 10-K for the Year Ended December 31, 2011, the Company incurred approximately \$101 million in pre-tax charges under this program in 2011. Additional charges of approximately \$33 million are expected to be incurred in the second half of 2012. Benefits under this program, in the form of reduced costs, are expected to be over \$36 million in 2012 and more than \$65 million when fully annualized in 2013.

The restructuring accrual for the 2011/2012 Restructuring Program at June 30, 2012 and the activity for the six months then ended are as follows:

(In thousands)	Accrual December 31 2011	Additional Expenses Incurred (a)	Non-Cash Charges / Adjustments	Net Cash Expenditures	Foreign Currency Translation	Remaining Accrual June 30 2012
Harsco Infrastructure Segment						
Employee termination benefit costs	\$ 14,500	\$ 12,863	\$ (326)	\$ (17,848)	\$ (10)	\$ 9,179
Cost to exit activities	2,833	35,958	732	(29,784)	(97)	9,642
Total Harsco Infrastructure Segment (b)	<u>17,333</u>	<u>48,821</u>	<u>406</u>	<u>(47,632)</u>	<u>(107)</u>	<u>18,821</u>
Harsco Metals & Minerals Segment						
Employee termination benefit costs	12,737	707	—	(5,493)	(276)	7,675
Harsco Rail Segment						
Employee termination benefit costs	50	67	—	(100)	—	17
Harsco Corporate						
Employee termination benefit costs	351	341	—	(625)	—	67
Total	<u>\$ 30,471</u>	<u>\$ 49,936</u>	<u>\$ 406</u>	<u>\$ (53,850)</u>	<u>\$ (383)</u>	<u>\$ 26,580</u>
(a)	Includes principally the recognition of additional expenses due to timing considerations under U.S. GAAP, as well as adjustments to previously recorded restructuring charges resulting from changes in facts and circumstances in the implementation of these activities.					
(b)	The table does not include \$15.2 million of non-cash product rationalization expense or \$14.5 million of proceeds from asset sales under the 2011/2012 Restructuring Program for this Segment as these items did not impact the restructuring accrual during the six months ended June 30, 2012.					

Cash expenditures related to the remaining accrual at June 30, 2012 are expected to be paid principally throughout the remainder of 2012 with certain exit activity costs for lease terminations expected to be paid over the remaining life of the leases.

Fourth Quarter 2010 Harsco Infrastructure Program

Under the Fourth Quarter 2010 Harsco Infrastructure Program, the Harsco Infrastructure Segment reduced its branch structure; consolidated and/or closed administrative office locations; reduced its global workforce; and rationalized its product lines.

The restructuring accrual for the Fourth Quarter 2010 Harsco Infrastructure Program at June 30, 2012 and the activity for the six months then ended are as follows:

(In thousands)	Accrual December 31 2011	Adjustments to Previously Recorded Restructuring Charges (a)	Cash Expenditures	Foreign Currency Translation	Remaining Accrual June 30 2012
Harsco Infrastructure Segment					
Cost to exit activities	\$ 11,929	\$ (892)	\$ (1,646)	\$ (122)	\$ 9,269
Employee termination benefit costs	211	(147)	(61)	(3)	—
Other	7	(5)	—	(2)	—
Total	<u>\$ 12,147</u>	<u>\$ (1,044)</u>	<u>\$ (1,707)</u>	<u>\$ (127)</u>	<u>\$ 9,269</u>
(a)	Adjustments to previously recorded restructuring charges resulted from changes in facts and circumstances in the implementation of these activities.				

Approximately one-fourth of the remaining accrual at June 30, 2012 related to this program is expected to be paid throughout 2012. Approximately \$6.3 million related to payment of multiemployer pension plan withdrawal liabilities is expected to be paid through 2023 under contractual payment terms with the related plan administrators. Certain exit activity costs for lease terminations are expected to be paid over the remaining life of the leases.

Prior Restructuring Programs

Other restructuring actions were undertaken in 2010, in addition to the Fourth Quarter 2010 Harsco Infrastructure Program described above, to reduce the Company's cost structure.

The restructuring accrual for those prior restructuring programs at June 30, 2012 and the activity for the six months then ended are as follows:

(In thousands)	Accrual December 31 2011	Cash Expenditures	Foreign Currency Translation	Remaining Accrual June 30 2012
Harsco Metals & Minerals Segment				
Employee termination benefit costs	\$ 1,280	\$ (55)	\$ (15)	\$ 1,210
Cost to exit activities	727	(62)	—	665
Total	<u>\$ 2,007</u>	<u>\$ (117)</u>	<u>\$ (15)</u>	<u>\$ 1,875</u>

The majority of the remaining cash expenditures of \$1.9 million related to these actions are expected to be paid throughout 2012 and 2013.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the accompanying unaudited condensed consolidated financial statements as well as the Company's audited consolidated financial statements, including the notes thereto, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2011, which includes additional information about the Company's critical accounting policies, contractual obligations, practices and the transactions that support the financial results, and provides a more comprehensive summary of the Company's outlook, trends and strategies for 2012 and beyond.

Certain amounts included in Item 2 of this Quarterly Report on Form 10-Q are rounded in millions and all percentages are calculated based on actual amounts. As a result, minor differences may exist due to rounding.

Forward-Looking Statements

The nature of the Company's business and the many countries in which it operates subject it to changing economic, competitive, regulatory and technological conditions, risks and uncertainties. In accordance with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company provides the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the results contemplated by forward-looking statements, including the expectations and assumptions expressed or implied herein. Forward-looking statements contained herein could include, among other things, statements about the Company's management's confidence and strategies for performance; expectations for new and existing products, technologies and opportunities; and expectations regarding growth, sales, cash flows, earnings and Economic Value Added ("EVA®"). These statements can be identified by the use of such terms as "may," "could," "expect," "anticipate," "intend," "believe" or other comparable terms.

Factors that could cause actual results to differ, perhaps materially, from those implied by the forward-looking statements include, but are not limited to: (1) changes in the worldwide business environment in which the Company operates, including general economic conditions; (2) changes in currency exchange rates, interest rates, commodity and fuel costs and capital costs; (3) changes in the performance of stock and bond markets that could affect, among other things, the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expenses; (4) changes in governmental laws and regulations, including environmental, tax and import tariff standards; (5) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; (6) unforeseen business disruptions in one or more of the many countries in which the Company operates due to political instability, civil disobedience, armed hostilities, public health issues or other calamities; (7) the seasonal nature of the Company's business; (8) the Company's ability to successfully enter into new contracts and complete new acquisitions or strategic ventures in the timeframe contemplated, or at all; (9) the integration of the Company's strategic acquisitions; (10) the amount and timing of repurchases of the Company's common stock, if any; (11) ongoing global financial and credit crises and economic conditions generally, which could result in the Company's customers curtailing development projects, construction, production and capital expenditures, which, in turn, could reduce the demand for the Company's products and services and, accordingly, the Company's revenues, margins and profitability; (12) the outcome of any disputes with customers; (13) the financial condition of the Company's customers, including the ability of customers (especially those that may be highly leveraged and those with inadequate liquidity) to maintain their credit availability; (14) the Company's ability to successfully implement and receive the expected benefits of cost-reduction and restructuring initiatives, including the achievement of expected cost savings in the expected time frame; (15) risk and uncertainty associated with intangible assets; and (16) other risk factors listed from time to time in the Company's SEC reports. A further discussion of these, along with other potential risk factors, can be found in Part I, Item 1A, "Risk Factors," of the Company's Annual Report on Form 10-K for the year ended December 31, 2011. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond the Company's ability to control or predict. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The Company undertakes no duty to update forward-looking statements except as may be required by law.

Executive Overview

Revenues by Segment (In millions)	Three Months Ended			
	June 30			
	2012	2011	Change	%
Harsco Metals & Minerals	364.9	423.8	\$ (58.9)	(13.9)%
Harsco Infrastructure	234.6	298.3	(63.8)	(21.4)
Harsco Rail	79.6	77.9	1.7	2.2
Harsco Industrial	91.5	75.0	16.4	21.9
Total revenues	\$ 770.6	\$ 875.1	\$ (104.5)	(11.9)%

Revenues by Segment (In millions)	Six Months Ended			
	June 30			
	2012	2011	Change	%
Harsco Metals & Minerals	724.9	815.5	\$ (90.7)	(11.1)%
Harsco Infrastructure	472.5	559.9	(87.4)	(15.6)
Harsco Rail	147.7	140.5	7.1	5.1
Harsco Industrial	177.8	138.2	39.6	28.7
Total revenues	\$ 1,522.9	\$ 1,654.1	\$ (131.2)	(7.9)%

Revenues by Region (In millions)	Three Months Ended			
	June 30			
	2012	2011	Change	%
Western Europe	\$ 268.9	\$ 337.7	\$ (68.8)	(20.4)%
North America	307.1	302.7	4.4	1.4
Latin America (a)	80.7	89.4	(8.7)	(9.7)
Middle East and Africa	40.2	55.6	(15.4)	(27.7)
Asia-Pacific	48.8	48.4	0.4	0.7
Eastern Europe	24.9	41.3	(16.4)	(39.6)
Total revenues	\$ 770.6	\$ 875.1	\$ (104.5)	(11.9)%

(a) Includes Mexico.

Revenues by Region (In millions)	Six Months Ended			
	June 30			
	2012	2011	Change	%
Western Europe	\$ 547.5	\$ 645.8	\$ (98.3)	(15.2)%
North America	580.1	567.1	13.0	2.3
Latin America (a)	167.8	170.9	(3.1)	(1.8)
Middle East and Africa	77.7	106.5	(28.8)	(27.0)
Asia-Pacific	98.0	93.6	4.4	4.7
Eastern Europe	51.9	70.2	(18.3)	(26.1)
Total revenues	\$ 1,522.9	\$ 1,654.1	\$ (131.2)	(7.9)%

(a) Includes Mexico.

Revenues for the Company during the second quarter and first half of 2012 were \$770.6 million and \$1.5 billion, respectively, compared with \$875.1 million and \$1.7 billion, respectively, in the second quarter and first half of 2011. Foreign currency translation decreased revenues by \$60.1 million and \$74.3 million, respectively, for the second quarter and first half of 2012 in comparison with the second quarter and first half of 2011. Revenues from emerging markets (those outside North America and Western Europe) were approximately 26% in the first half of 2012 compared with 27% in first half of 2011.

Operating Income (Loss) by Segment (In millions)	Three Months Ended			
	June 30			
	2012	2011	Change	%
Harsco Metals & Minerals	\$ 31.0	\$ 35.3	\$ (4.3)	(12.1)%
Harsco Infrastructure	(24.3)	(5.1)	(19.3)	(378.6)
Harsco Rail	12.0	22.5	(10.5)	(46.6)
Harsco Industrial	17.0	13.0	3.9	30.0
Corporate	(1.0)	(1.3)	0.3	22.5
Total operating income	\$ 34.6	\$ 64.4	\$ (29.8)	(46.2)%

Operating Income (Loss) by Segment (In millions)	Six Months Ended			
	June 30			
	2012	2011	Change	%
Harsco Metals & Minerals	\$ 53.3	\$ 63.9	\$ (10.5)	(16.5)%
Harsco Infrastructure	(77.9)	(22.6)	(55.3)	(244.9)
Harsco Rail	21.4	30.6	(9.3)	(30.3)
Harsco Industrial	31.0	23.7	7.2	30.5
Corporate	(5.8)	(2.2)	(3.6)	(166.7)
Total operating income	\$ 22.0	\$ 93.5	\$ (71.5)	(76.5)%

Operating Margin by Segment	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Harsco Metals & Minerals	8.5 %	8.3 %	7.4 %	7.8 %
Harsco Infrastructure	(10.4)	(1.7)	(16.5)	(4.0)
Harsco Rail	15.1	28.9	14.5	21.8
Harsco Industrial	18.5	17.4	17.4	17.2
Consolidated operating margin	4.5 %	7.4 %	1.4 %	5.7 %

The Operating income from continuing operations for the second quarter and first half of 2012 was \$34.6 million and \$22.0 million, respectively, compared with operating income from continuing operations of \$64.4 million and \$93.5 million, respectively, in the second quarter and first half of 2011. This decrease was principally driven by \$29.6 million and \$65.1 million, respectively of pre-tax restructuring charges associated with the 2011/2012 Restructuring Program in the second quarter and first half of 2012. Diluted earnings per share from continuing operations for the second quarter of 2012 were \$0.16 and diluted loss per share from continuing operations for the first half of 2012 were \$0.20, compared with diluted earnings per share from continuing operations of \$0.47 and \$0.62, respectively for the second quarter and first half of 2011.

Benefits realized under the 2011/2012 Restructuring Program had a positive pre-tax effect on operating income of approximately \$20 million in the first half of 2012. Under the 2011/2012 Restructuring Program, the Company expects to realize reduced costs of approximately \$36 million in 2012 and \$65 million on an annualized basis in 2013. These estimates have not changed from prior reported estimates. Savings under the Company's Fourth Quarter 2010 Harsco Infrastructure Program have previously been estimated at \$60 million per year and the Company expects to realize that amount in 2012 from the 2010 actions.

The Company continues to have sufficient available liquidity and has been able to obtain all necessary financing. The Company currently expects operational and business needs to be met with cash from operations and commercial paper borrowings for 2012. The need to supplement cash from operations with commercial paper borrowings for the remainder of 2012 is due to cash payments related to the Company's previously announced restructuring actions. See Liquidity and Capital Resources under Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" for further discussion on cash flows.

Harsco Metals & Minerals Segment:

Significant Impacts on Revenues (In millions)	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Revenues — 2011	\$ 423.8	\$ 815.5
Net decreased volume	(23.0)	(46.1)
Impact of foreign currency translation	(35.9)	(44.5)
Revenues — 2012	\$ 364.9	\$ 724.9

Significant Impacts on Operating Income:

- Lower global steel production and demand. Overall, steel production by customers under services contracts was down 7% in the second quarter of 2012 compared to the same period in the prior year.
- Results for the second quarter and first half of 2012 reflect the impact of the Company's decision to exit lower-margin contracts.
- These impacts were partially offset by improved results from this Segment's roofing granules and abrasives business and overall cost reductions from the 2011/2012 Restructuring Program.
- Foreign currency translation decreased operating income for this Segment by approximately \$4 million for both the second quarter and first half of 2012 compared with the same periods in the prior year.

Harsco Infrastructure Segment:

Significant Impacts on Revenues (In millions)	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Revenues — 2011	\$ 298.3	\$ 559.9
Impact of exited operations	(22.6)	(30.6)
Net decreased volume	(18.6)	(29.0)
Impact of foreign currency translation	(22.5)	(27.8)
Revenues — 2012	\$ 234.6	\$ 472.5

Significant Impacts on Operating Income:

- During the second quarter and first half of 2012, pre-tax restructuring charges of \$28.4 million and \$64.0 million, respectively, were incurred as part of the 2011/2012 Restructuring Program.
- Decreased volumes of equipment rentals and erection and dismantling services, primarily in North America.
- These impacts were partially offset by the realization of expected cost savings resulting from restructuring initiatives implemented in 2010 and 2011.
- Foreign currency translation decreased operating income for this Segment by approximately \$1 million for both the second quarter and first half of 2012 compared with the same periods in the prior year.

Harsco Rail Segment:

Significant Effects on Revenues (In millions)	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Revenues — 2011	\$ 77.9	\$ 140.5
Net increased volume	2.3	7.8
Impact of foreign currency translation	(0.6)	(0.6)
Revenues — 2012	\$ 79.6	\$ 147.7

Significant Effects on Operating Income:

- This Segment's operating income for the first half of 2012 was lower than the first quarter of 2011 due principally to an \$8.0 million pre-tax one-time gain from the reduction of estimated costs related to the first phase of the Company's large equipment order to the Ministry of Railways of China that occurred in the second quarter of 2011.
- Operating income was negatively impacted in the first half of 2012 by the mix and timing of equipment orders, parts sales and service revenues.

Harsco Industrial Segment:

Significant Effects on Revenues (In millions)	Three Months Ended	Six Months Ended
	June 30, 2012	June 30, 2012
Revenues — 2011	\$ 75.0	\$ 138.2
Net increased volume	17.5	41.0
Impact of foreign currency translation	(1.0)	(1.4)
Revenues — 2012	\$ 91.5	\$ 177.8

Significant Effects on Operating Income:

- Increased market demand with gains in market share in the principally energy-related markets served by these businesses.
- Operating income was positively affected by lower material costs in the first half of 2012 compared with the same period in the prior year.

Outlook, Trends and Strategies

In addition to items noted in the Company's Annual Report on Form 10-K for the year ended December 31, 2011, the following significant items, risks, trends and strategies are expected to affect the Company for the remainder of 2012 and beyond:

- The Company will continue to place a strong focus on expansion into targeted emerging markets to improve the balance of its geographic footprint. More specifically, the Company's global growth strategies include steady, targeted expansion, particularly in Asia-Pacific, the Gulf Region of the Middle East and Africa and Latin America to further complement the Company's already strong presence throughout Europe and North America. Although the Harsco Metals & Minerals Segment will continue to be impacted by exited contracts that did not meet minimum return requirements, underlying growth for the Company overall is also expected to be achieved through the provision of additional services to existing customers; new contracts in both developed and targeted growth markets focusing on environmental solutions that reduce the impact of customer waste streams and provide other beneficial uses; and targeted strategic ventures and partnerships in strategic countries and market sectors. This strategy is targeted to result in approximately 35% of revenue from emerging markets by 2015. This growth will come both organically and through investments such as the previously announced China's Taiyuan Iron & Steel (Group) Co, Ltd. ("TISCO") strategic venture. Over time, a balanced geographic footprint should also benefit the Company through further diversification of its customer base.
- The Company's intention with regard to the use of operating cash flow is to take a balanced approach. The first use of cash flows will be to continue to pay the Company's cash dividend, which has been paid every year since 1939. Second, the Company plans to allocate capital expenditures to projects that have the appropriate long-term return characteristics with the highest Economic Value Added ("EVA®") potential and return on capital employed.
- The Company has maintained a capital structure with a balance sheet debt to capital ratio approximating 40% for the last several years. That ratio has increased to 45.7% at June 30, 2012 primarily due to decreased equity resulting from restructuring charges incurred in 2011 and 2012; foreign currency translation adjustments and pension liability adjustments in 2011, including a deferred tax valuation allowance recorded related to U.K. pension liabilities; and higher outstanding commercial paper balances as of June 30, 2012.
- A majority of the Company's revenue is generated from customers located outside the United States, and a substantial portion of the Company's assets and employees are located outside the United States. United States income tax and international withholding taxes have not been provided on undistributed earnings for certain non-U.S. subsidiaries, as the Company considers such earnings as indefinitely reinvested in the operations of those subsidiaries. Any tax reform that reduces the Company's ability to defer U.S. taxes on profit indefinitely reinvested outside the United States could have a negative impact on the Company's ability to compete in the global marketplace. The Company does not believe that substantive U.S. legislative corporate tax reform is realistic for 2012, given the current U.S. political environment. However, the Company will monitor events in the U.S. Legislature closely for any favorable or unfavorable legislation.
- Fluctuations in the U.S. dollar can have significant impacts in the Harsco Metals & Minerals and Harsco Infrastructure Segments, as approximately 80% of the revenues generated in these Segments are from outside the United States.

- Volatility in energy and commodity costs (e.g., diesel fuel, natural gas, steel, etc.) and worldwide demand for these commodities could impact the Company's operations, both in cost increases or decreases to the extent that such increases or decreases are not passed on to customers. However, volatility in energy and commodity costs may provide additional service opportunities for the Harsco Metals & Minerals Segment as customers may outsource more services to reduce overall costs. Volatility may also affect opportunities in the Harsco Infrastructure Segment for additional plant maintenance and capital improvement projects. Similarly, natural gas price volatility may affect opportunities in the Harsco Industrial Segment.
- Defined benefit net periodic pension costs for 2012 are expected to be approximately \$9 million higher than 2011. Contributing to this increased expense are lower discount rates at December 31, 2011 and a lower than expected return on plan assets in 2011. These two factors are primary drivers of the Company's defined benefit net periodic pension costs as substantially all of the Company's significant defined benefit plans have been frozen to eliminate future service benefits.
- The Company may be required to record impairment charges in the future to the extent it cannot generate future cash flows at a level sufficient to recover the net book value of a reporting unit. As part of the Company's annual goodwill impairment testing, estimates of fair value are based on assumptions regarding future operating cash flows and growth rates of each reporting unit, the weighted-average cost of capital ("WACC") applied to these cash flows and current market estimates of value. Based on the uncertainty of future growth rates and other assumptions used to estimate goodwill recoverability, future reductions in a reporting unit's cash flows could cause a material non-cash impairment charge to goodwill, which could have a material adverse effect on the Company's results of operations and financial condition. See Application of Critical Accounting Policies under Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Company's Annual Report on Form 10-K for the year ended December 31, 2011.

Harsco Metals & Minerals Segment:

- The Company expects results for the Harsco Metals & Minerals Segment for the third quarter of 2012 to approximate the third quarter of 2011, based on average steel production capacity utilization remaining at the lower end of historical norms, continued announcements of selective furnace shutdowns at certain customer steel-mill sites and continuing negative pressure on economic growth, particularly in the Eurozone and the United States.
- The 25-year environmental solutions contract for on-site metal recovery in China that was awarded in July 2011 to the Company's previously announced venture with Taiyuan Iron & Steel (Group) Co., Ltd. ("TISCO") will effectively address the environmentally beneficial processing and metal recovery of TISCO's stainless and carbon steel slag production by-products across a range of potential commercial applications. The Company anticipates that the venture has the potential to generate new revenues of an estimated \$30 million per year initially, beginning after the start-up of operations in the fourth quarter of 2012, and ramping up to a projected run rate of approximately \$50 million to \$60 million per year when fully operational. The Company and TISCO will respectively share a 60%-40% relationship in the partnership and the Company consolidates the financial statements of the venture.
- The Company has recently announced a new 20-year environmental services contract for the environmentally-beneficial handling and processing of steelmaking by-products with Tangshan Iron & Steel, the flagship site of China's largest steelmaker, Hebei Iron & Steel (HBIS) Group, the second largest producer of steel in the world. This contract significantly expands Harsco's existing resource recovery services at the Tangshan works under a new strategic venture relationship led by Harsco that focuses directly on improving the surrounding environment from steelmaking operations.
- The industrial abrasives and roofing granules business within the Harsco Metals & Minerals Segment generates value by collecting and processing boiler slag, a coal combustion by-product ("CCP"), into commercially useful products that put this material to beneficial use in products such as roofing materials and blasting abrasives. In May 2010, the Environmental Protection Agency ("EPA") released a proposed rule that set out two different options with regard to the regulation of CCPs produced by coal-fired utility boilers. One option would regulate CCPs as hazardous waste when the CCPs are destined for disposal in landfills and surface impoundments. The second option would regulate the disposal of CCPs as solid waste by issuing minimum national criteria for proper management of these nonhazardous, solid wastes. Neither proposal changes the EPA's prior determination that beneficially used CCPs, including the Company's products, are exempt from the hazardous waste regulations. The adoption, terms and timing of any new regulation controlling disposal of CCPs remain uncertain, however, and there can be no assurance that any CCP regulation will continue to provide for an exemption for beneficial use of CCPs. The Company will continue to closely monitor the EPA's proposal.

Harsco Infrastructure Segment:

- The Company expects this Segment to realize an operating loss for 2012 due to the substantial restructuring expenses that will be incurred under the 2011/2012 Restructuring Program and continued market softness.
- As expected, this Segment is realizing the anticipated cost benefits resulting from the successful implementation of the Fourth Quarter 2010 Harsco Infrastructure Restructuring Program and the 2011/2012 Restructuring Program. The Company currently expects to see the full benefit of Fourth Quarter 2010 Harsco Infrastructure Restructuring Program in 2012 and the full benefits of the 2011/2012 Restructuring Program in 2013. However, other factors, including higher pension costs, are expected to partially offset these benefits.
- The Company has initiated strategies to reposition the Harsco Infrastructure Segment and is focusing increasingly on projects in the global industrial maintenance and civil infrastructure construction sectors, as well as developing this business in economies outside the United States and Western Europe that have greater prospects for both near-term and long-term growth. The Segment has been shifting from small, essentially independent branches that serve smaller projects to an integrated business with resources able to focus on larger projects that will have a longer duration and which require highly engineered solutions. Local focus on the customer will continue, and customer service should improve through coordinated asset management, sales effectiveness and operational excellence.

Harsco Rail Segment:

- Bidding and contract signings within the Harsco Rail Segment continue to be strong and full-year results are still expected to meet original expectations.
- The outlook for this Segment continues to be favorable. The global demand for railway maintenance-of-way equipment, parts, and services continues to be strong.
- The Harsco Rail Segment expects to develop a larger presence in certain developing countries as track construction and maintenance needs grow. Additionally, sales opportunities along with strategic acquisitions and/or joint ventures in the Harsco Rail Segment will be considered if the appropriate strategic opportunities arise.

Harsco Industrial Segment:

- The outlook for the Harsco Industrial Segment for the remainder of 2012 is guarded due to volatility in energy-related end markets. This Segment expects to see continued growth in both revenues and income in 2012 and beyond, principally due to its focus on the energy sector, its globalization of the business and its renewed emphasis on product development and differentiation.
- Worldwide supply and demand for steel and other commodities impact raw material costs for the Harsco Industrial Segment. The Company has implemented strategies to help mitigate, but not eliminate, the potential impact that changes in steel and other commodity prices could have on operating income. If steel or other commodity costs associated with the Company's manufactured products increase and the costs cannot be passed on to the Company's customers, operating income would be adversely affected. Conversely, reduced steel and other commodity costs would improve operating income to the extent such savings are not transferred to customers.

Results of Operations

(Dollars in millions, except per share amounts)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2012	2011	2012	2011
Revenues from continuing operations	\$ 770.6	\$ 875.1	\$ 1,522.9	\$ 1,654.1
Cost of services and products sold	584.8	667.2	1,178.4	1,277.6
Selling, general and administrative expenses	125.6	141.2	254.8	279.0
Other expenses	22.9	0.9	63.0	1.4
Operating income from continuing operations	34.6	64.4	22.0	93.5
Interest expense	(11.6)	(12.6)	(24.4)	(24.6)
Income tax expense	(10.4)	(13.3)	(14.9)	(17.7)
Income (loss) from continuing operations	13.6	39.2	(15.6)	52.8
Diluted earnings (loss) per common share from continuing operations attributable to Harsco Corporation common stockholders	0.16	0.47	(0.20)	0.62

Comparative Analysis of Consolidated Results

Revenues

Revenues for the second quarter of 2012 decreased \$104.5 million or 11.9% from the second quarter of 2011. Revenues for the first half of 2012 decreased \$131.2 million or 7.9% from the first half of 2011. These decreases were attributable to the following significant items:

Change in Revenues — 2012 vs. 2011 (In millions)	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Effect of foreign currency translation.	\$ (60.1)	\$ (74.3)
Net decreased revenues in the Harsco Metals & Minerals Segment due principally to contracts that have been exited or not renewed due to the Company's minimum return requirements, as well as decreased steel production by customers.	(23.0)	(46.1)
Impact of exited operations in the Harsco Infrastructure Segment.	(22.6)	(30.6)
Net decreased revenues in the Harsco Infrastructure Segment due principally to decreased volumes in erection and dismantling services, principally in North America.	(18.6)	(29.0)
Increased market demand with gains in market share in the principally energy-related markets served by the businesses in the Harsco Industrial Segment.	17.5	41.0
Net increased revenues in the Harsco Rail Segment due principally to increased contract services revenues and equipment sales.	2.3	7.8
Total change in revenues — 2012 vs. 2011	\$ (104.5)	\$ (131.2)

Cost of Services and Products Sold

Cost of services and products sold for the second quarter of 2012 decreased \$82.4 million or 12.4% from the second quarter of 2011. Cost of services and products sold for the first half of 2012 decreased \$99.2 million or 7.8% from the first half of 2011. These decreases were attributable to the following significant items:

Change in Cost of Services and Products Sold — 2012 vs. 2011 (In millions)	Three Months Ended June 30, 2012	Six Months Ended June 30, 2012
Effect of foreign currency translation.	\$ (47.0)	\$ (58.2)
Impact of exited operations in the Harsco Infrastructure Segment.	(21.1)	(29.1)
Decreased costs due to changes in revenues (exclusive of the effect of foreign currency translation, and including the impact of increased energy and fluctuations in commodity costs included in selling prices).	(18.5)	(24.0)
Principally product mix and higher costs including commodities.	4.2	12.1
Total change in cost of services and products sold — 2012 vs. 2011	\$ (82.4)	\$ (99.2)

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the second quarter of 2012 decreased \$15.6 million or 11.0% from the second quarter of 2011. Selling, general and administrative expenses for the first half of 2012 decreased \$24.2 million or 8.7% from the first half of 2011. Selling, general and administrative expenses as a percentage of revenues decreased to 16.7% from 16.9% for the first half of 2012 compared with the first half of 2011. The change in selling, general and administrative expenses were attributable to the following significant items:

Change in Selling, General and Administrative Expenses — 2012 vs. 2011 (In millions)	Three Months Ended	Six Months Ended
	June 30, 2012	June 30, 2012
Decreased compensation expense due to the realization of cost savings benefits from restructuring activities and exited operations in the Harsco Infrastructure Segments.	\$ (6.5)	\$ (11.0)
Effect of foreign currency translation.	(8.2)	(10.5)
Decreased professional fees.	(1.5)	(2.9)
Lower facility rental costs.	(1.4)	(2.3)
Increased commissions, primarily due to higher sales in the Harsco Rail and Harsco Industrial Segments.	2.8	3.1
Higher bad debt expense.	2.6	3.5
Other, net.	(3.4)	(4.1)
Total change in selling, general and administrative expenses — 2012 vs. 2011	\$ (15.6)	\$ (24.2)

Other Expenses

This income statement classification includes restructuring costs for employee termination benefit costs, product rationalization and costs to exit activities; former CEO separation costs; net gains on the disposal of non-core assets; currency translation adjustments recognized in earnings; and business combination accounting adjustments for contingent consideration related to acquisitions by the Company. The most significant change in Other expenses relates to restructuring costs that were incurred principally in the Harsco Infrastructure Segment. Additional information on other expenses is included in Note 14, "Other Expenses," in Part I, Item 1, Financial Statements.

Interest Expense

Interest expense decreased \$1.0 million and \$0.1 million from the second quarter and first half of 2011, respectively. The decrease in the second quarter of 2012 was due to lower foreign currency exchange rates and decreased deferred financing costs. For the first half of 2012, the favorability in the second quarter of 2012 was mostly offset by the expensing of previously deferred financing costs and higher commercial paper balances in the first quarter of 2012.

Income Tax Expense

Income tax expense from continuing operations was impacted primarily due to certain losses from continuing operations being generated in jurisdictions where no tax benefit can be recognized for the three and six months ended June 30, 2012 compared with the three and six months ended June 30, 2011. These losses with no tax benefit resulted in income tax expense despite an overall loss from continuing operations for the six months ended June 30, 2012 and impacted effective income tax rates for all periods in 2012.

Income (loss) from Continuing Operations

The \$13.6 million income from continuing operations in the second quarter of 2012 was \$25.6 million lower than income from continuing operations for the same period of 2011 of \$39.2 million. The \$15.6 million loss from continuing operations in the first half of 2012 was \$68.4 million lower than income from continuing operations for the same period of 2011 of \$52.8 million. The decreases principally resulted from the \$29.6 million and \$65.1 million pre-tax restructuring charges related to the 2011/2012 Restructuring Program for the three and six months ended June 30, 2012, primarily in the Harsco Infrastructure Segment.

Liquidity and Capital Resources

Overview

The Company continues to have sufficient available liquidity and has been able to obtain all necessary financing. The Company currently expects operational and business needs to be met with cash from operations supplemented with borrowings from time to time due to historical patterns of seasonal cash flow and for the funding of various projects.

The Company continues to implement and execute capital efficiency initiatives to enhance liquidity. These initiatives have included prudent allocation of capital spending to projects where the highest returns can be achieved while redeploying existing capital investments; optimization of worldwide cash positions; reductions in discretionary spending; and frequent evaluation of customer and business-partner credit risk. These initiatives have been successful in helping counteract strained global financial markets. While global financial markets have improved for certain highly rated credit issuers, the stresses that markets have been under since 2008 are still reflected in tightened credit conditions for the funding of non-residential construction projects, particularly commercial construction. These tightened credit conditions, along with the sovereign debt crisis in Europe and economic austerity measures implemented in the United Kingdom and other European economies, have restrained growth in the Harsco Infrastructure Segment. These unfavorable conditions in the credit markets also continue to impact some of the Company's current and potential customers.

During the first half of 2012, the Company's operations provided \$35.7 million in operating cash flow, a decrease from the \$66.9 million generated in first half of 2011. Approximately \$56 million of operating cash was disbursed in the first half of 2012 for restructuring costs associated with the Fourth Quarter 2010 Harsco Infrastructure Program and the 2011/2012 Restructuring Program compared to approximately \$15 million of operating cash disbursed in the first half of 2011 for restructuring costs associated with the Fourth Quarter 2010 Harsco Infrastructure Program. In the first half of 2012, the Company invested \$107.8 million in capital expenditures, mostly for the Harsco Metals & Minerals Segment, compared with \$166.9 million invested in the first half of 2011. The Company paid \$33.0 million in stockholder dividends in the first half of both 2012 and 2011.

The Company's net cash borrowings increased by \$68.5 million in the first half of 2012, primarily to fund capital expenditures, principally in the Harsco Metals & Minerals Segment. The Company's debt to total capital ratio increased to 45.7% at June 30, 2012 from 42.7% at December 31, 2011. The increase at June 30, 2012 is primarily due to increased commercial paper borrowings and decreased total equity as a result of currency translation adjustments and a net loss for the first half of 2012. Similarly, the Company's net debt to net capital ratio, which incorporates the Company's cash and cash equivalents, increased to 42.5% at June 30, 2012 from 39.2% at December 31, 2011.

In March 2012, the Company executed an Amended and Restated Five-Year Credit Agreement ("Credit Agreement") in the amount of \$525 million through a syndicate of 14 banks. The Credit Agreement matures in March 2017. The Company has the option to increase the amount of the Credit Agreement to \$550 million. The Credit Agreement amends and restates the Company's multi-year revolving credit facility which was set to mature in December 2012. There were no borrowings outstanding under the multi-year revolving credit facility at the time of the Credit Agreement.

The Company plans to sustain its balanced portfolio through its strategy of redeploying discretionary cash for disciplined organic growth and international or market-segment diversification; for potential strategic ventures, alliances and partnerships; for growth in long-term, high-return service contracts for the Harsco Metals & Minerals Segment, principally in targeted growth markets or for customer diversification; and for strategic investments or possible acquisitions in the Harsco Rail Segment. The Company also foresees continuing its long and consistent history of paying dividends to stockholders.

The Company continues its focus on improving working capital efficiency. The Company's globally integrated enterprise initiatives are being used to continue to further improve the effective and efficient use of working capital, particularly accounts receivable and inventories.

The Company also generated \$36.6 million in cash from asset sales in the first half of 2012, which included \$14.5 million from disposal of equipment under the 2011/2012 Restructuring Program.

Sources and Uses of Cash

The Company's principal sources of liquidity are cash from operations, issuance of commercial paper and borrowings under its various credit agreements, augmented periodically by cash proceeds from non-core asset sales. The primary drivers of the Company's cash flow from operations are the Company's revenues and income. The Company's long-term Harsco Metals & Minerals Segment contracts, in addition to the backlog of certain equipment orders within the Harsco Rail Segment, provide predictable cash flows for the near-term years. Cash returns on capital investments made in prior years, for which limited cash is currently required, are a significant source of cash from operations. Depreciation expense related to these investments is a non-cash charge. The Company also continues to maintain working capital at a manageable level based upon the requirements and seasonality of the businesses.

Major uses of operating cash flows and borrowed funds include: capital investments, principally in the Harsco Metals & Minerals Segment; payroll costs and related benefits; dividend payments; pension funding payments; inventory purchases for the Harsco Rail and Harsco Industrial Segments; income tax payments; debt principal and interest payments; insurance premiums and payments of self-insured casualty losses; machinery, equipment, automobile and facility lease payments; and in 2012, significant payments under the 2011/2012 Restructuring Plan. Cash is also used for targeted, strategic acquisitions as appropriate opportunities arise.

Resources available for cash requirements

The Company meets its ongoing cash requirements for operations and growth initiatives by utilizing cash from operations, issuance of commercial paper and borrowings under its various credit agreements, augmented periodically by cash proceeds from non-core asset sales. Public markets in the United States and Europe are accessed through the Company's commercial paper programs and through discrete-term note issuance to investors. The Company has various bank credit facilities that are available throughout the world. The Company expects to utilize public debt markets, bank credit facilities and cash from operations to meet its cash requirements in the future.

The following table illustrates the amounts outstanding under credit facilities and commercial paper programs and available credit at June 30, 2012:

(In millions)	June 30, 2012		
	Facility Limit	Outstanding Balance	Available Credit
U.S. commercial paper program	\$ 550.0	\$ 107.6	\$ 442.4
Euro commercial paper program	248.9	—	248.9
Multi-year revolving credit facility (a)	525.0	—	525.0
Bilateral credit facility (b)	25.0	—	25.0
Totals	\$ 1,348.9	\$ 107.6	\$ 1,241.3 ^(c)

(a) U.S.-based program.

(b) International-based program.

(c) Although the Company has significant available credit, for practical purposes, the Company limits aggregate commercial paper and credit facility borrowings at any one-time to a maximum of \$550 million (the aggregate amount of the multi-year and bilateral credit facilities).

For more information on the Company's bank credit facilities and long-term notes, see Note 7, "Debt and Credit Agreements," to the Company's Annual Report on Form 10-K for the year ended December 31, 2011 and Note 7, "Debt and Credit Agreements," in Part I, Item 1, Financial Statements.

Credit Ratings and Outlook

The following table summarizes the Company's current debt ratings:

Rating Agency	Long-term Notes	U.S.-Based Commercial Paper	Watch / Outlook
Standard & Poor's	BBB	A-2	Negative Outlook
Moody's	Baa3	P-3	Negative Outlook
Fitch	BBB	F3	Negative Outlook

The Company's euro commercial paper program has not been rated since the euro market does not require it. In May 2012, Fitch downgraded the Company's long-term and short-term credit ratings to BBB and F3, respectively, while maintaining a negative outlook. In June 2012, Standard & Poor's upgraded the Company's short-term credit rating to A-2 while maintaining a long-term credit rating of BBB and a negative outlook. These rating agency actions had no immediate impact on the Company's borrowing costs. Future downgrades to the Company's credit ratings may increase borrowing costs to the Company, while an improvement in the Company's credit ratings may decrease borrowing costs to the Company. Additionally, future downgrades in the Company's credit ratings may result in reduced access to certain short-term credit markets, but will not reduce access to the Company's \$525 million multi-year revolving credit facility or the Company's \$25 million bilateral credit facility.

Working Capital Position

Changes in the Company's working capital are reflected in the following table:

(Dollars in millions)	June 30 2012	December 31 2011	Increase (Decrease)
Current Assets			
Cash and cash equivalents	\$ 121.4	\$ 121.2	\$ 0.2
Trade accounts receivable, net	615.2	618.5	(3.3)
Other receivables	33.0	44.4	(11.4)
Inventories	261.0	241.9	19.0
Other current assets	114.7	133.4	(18.7)
Total current assets	<u>1,145.3</u>	<u>1,159.4</u>	<u>(14.2)</u>
Current Liabilities			
Notes payable and current maturities	27.9	55.0	(27.0)
Accounts payable	242.3	252.3	(10.0)
Accrued compensation	85.3	92.6	(7.3)
Income taxes payable	14.0	8.4	5.6
Other current liabilities	338.9	374.0	(35.1)
Total current liabilities	<u>708.4</u>	<u>782.3</u>	<u>(73.9)</u>
Working Capital	<u>\$ 436.9</u>	<u>\$ 377.2</u>	<u>\$ 59.7</u>
Current Ratio (a)	<u>1.6</u>	<u>1.5</u>	

(a) Calculated as Total current assets/Total current liabilities

Working capital increased \$59.7 million in the first half of 2012 due principally to the following factors:

- Other current liabilities decreased \$35.1 million due to a decrease in customer advances related to the delivery of certain machines in the Harsco Rail Segment, the timing of payment for non-income taxes and the timing of restructuring payments;
- Notes payable and current maturities decreased by \$27.0 million primarily due to the timing of repayment intentions on certain outstanding debt;
- Inventories increased \$19.0 million primarily in the Harsco Rail Segment due to the timing of shipments; and
- Accounts payable decreased \$10.0 million primarily in the Harsco Metals & Minerals Segment due to the timing of payments.

These working capital increases were offset by the following:

- Other current assets decreased by \$18.7 million primarily due to a reduction in assets held for sale, the reduction in prepayments related to certain customer contracts and a change in the classification of deferred income taxes; and
- Other receivables decreased by \$11.4 million primarily in the Harsco Metals & Minerals Segment due to cash receipts.

Certainty of Cash Flows

The certainty of the Company's future cash flows is underpinned by the long-term nature of the Company's metals services contracts, the order backlog for the Company's railway track maintenance services and equipment, and overall discretionary cash flows (operating cash flows plus cash from asset sales in excess of the amounts necessary for capital expenditures to maintain current revenue levels) generated by the Company. Historically, the Company has utilized these discretionary cash flows for growth-related capital expenditures, strategic acquisitions, debt repayment and dividend payments.

The types of products and services that the Company provides are not subject to rapid technological change, which increases the stability of related cash flows. Additionally, the Company believes each of its businesses in its balanced portfolio is a leader in the industries and major markets the Company serves. Due to these factors, the Company is confident in its future ability to generate positive cash flows from operations.

Cash Flow Summary

The Company's cash flows from operating, investing and financing activities, as reflected in the Condensed Consolidated Statements of Cash Flows, are summarized in the following table:

(In millions)	Six Months Ended	
	June 30	
	2012	2011
Net cash provided (used) by:		
Operating activities	\$ 35.7	\$ 66.9
Investing activities	(69.9)	(129.7)
Financing activities	39.4	30.4
Effect of exchange rate changes on cash	(5.1)	3.4
Net change in cash and cash equivalents	\$ 0.2	\$ (28.9)

Cash Provided by Operating Activities — Net cash provided by operating activities in the first half of 2012 was \$35.7 million, a decrease of \$31.1 million from the first half of 2011. The decrease is due to increased cash outflows associated with the 2011/2012 Restructuring Program and the Fourth Quarter 2010 Harsco Infrastructure Program, the timing of accounts payable disbursements, and increased inventory levels, partially offset by improved accounts receivable collections.

Cash Used by Investing Activities — Net cash used in investing activities in the first half of 2012 was \$69.9 million, a decrease of \$59.7 million from the first half of 2011. Capital investments in the first half of 2012 totaled \$107.8 million and decreased \$59.0 million compared with the first half of 2011. The decrease in capital investments was supplemented by proceeds from asset sales of \$36.6 million, which included \$14.5 million from disposal of equipment under the 2011/2012 Restructuring Program.

Cash Provided by Financing Activities — Net cash provided by financing activities in the first half of 2012 was \$39.4 million, an increase of \$9.0 million from first half of 2011. The change was primarily due to increased commercial paper borrowings and contributions from noncontrolling interests by strategic venture partners.

The following table summarizes the Company's debt and capital positions at June 30, 2012 and December 31, 2011.

(Dollars in millions)	June 30 2012	December 31 2011
Notes payable and current maturities	\$ 27.9	\$ 55.0
Long-term debt	949.6	853.8
Total debt	977.6	908.8
Total equity	1,159.6	1,219.9
Total capital	\$ 2,137.2	\$ 2,128.7
Total debt to total capital (a)	45.7%	42.7%

(a) Calculated as Total debt/Total capital.

The Company's debt as a percent of total capital increased in the first half of 2012 due principally to increased commercial paper borrowings and decreased total equity as a result of currency translation adjustments and a net loss for the first half of 2012.

Debt Covenants

The Company's credit facilities contain a covenant stipulating a maximum debt to capital ratio of 60%. One credit facility also contains a covenant requiring a minimum net worth of \$475 million, and another limits the proportion of subsidiary consolidated indebtedness to a maximum of 10% of consolidated tangible assets and a minimum ratio of total consolidated earnings before interest, taxes, depreciation and amortization ("EBITDA") to consolidated interest charges of 3.0:1. The Company's 5.75% and 2.70% notes include covenants that permit the note holders to redeem their notes at 101% of par in the event of a change of control of the Company or disposition of a significant portion of the Company's assets in combination with a downgrade in the Company's credit rating to non-investment grade. At June 30, 2012, the Company was in compliance with these covenants with a debt to capital ratio of 45.7%, a total net worth (as defined by the covenants) of \$1.1 billion and a ratio of consolidated EBITDA to consolidated interest charges of 10.6. The proportion of subsidiary consolidated indebtedness to consolidated tangible assets was less than 1% at June 30, 2012. Based on balances at June 30, 2012, the Company could increase borrowings by approximately \$0.8 billion and still be within its debt covenants. Alternatively, keeping all other factors constant, the Company's equity could decrease by approximately \$0.5 billion and the Company would still be within its debt covenants. The Company expects to continue to be in compliance with these debt covenants one year from now.

Cash and Value-Based Management

The Company has various cash management systems throughout the world that centralize cash in various bank accounts where it is economically justifiable and legally permissible to do so. These centralized cash balances are then redeployed to other operations to reduce short-term borrowings and to finance working capital needs or capital expenditures. Due to the transitory nature of cash balances, they are normally invested in bank deposits that can be withdrawn at will or in very liquid short-term bank time deposits and government obligations. The Company's policy is to use the largest banks in the various countries in which the Company operates. The Company monitors the creditworthiness of its banks, and when appropriate, adjusts its banking operations to reduce or eliminate exposure to less credit worthy banks.

The Company plans to continue its strategy of targeted, prudent investing for strategic purposes for the foreseeable future and to make more efficient use of existing investments. The long-term goal of this strategy is to create stockholder value by improving the Company's Economic Value Added ("EVA"). Under this program, the Company evaluates strategic investments based upon the investment's economic profit. EVA equals after-tax operating profits less a charge for the use of the capital employed to create those profits. Therefore, value is created when a project or initiative produces a return above the risk-adjusted local country cost of capital. In the first half of 2012, EVA was slightly lower than the first half of 2011, but for the full year 2012 it is expected to show improvement.

The Company currently expects to continue paying dividends to stockholders. In April 2012 and July 2012, the Company declared its 249th and 250th consecutive quarterly cash dividends, payable in August 2012 and November 2012, respectively.

The Company's financial position and debt capacity should enable it to meet current and future requirements.

Recently Adopted and Recently Issued Accounting Standards

Information on recently adopted and recently issued accounting standards is included in Note 2, "Recently Adopted and Recently Issued Accounting Standards," in Part I, Item 1, Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See Part II, Item 1A, "Risk Factors," for quantitative and qualitative disclosures about market risk.

ITEM 4. CONTROLS AND PROCEDURES

The Company's management, including the Interim Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of disclosure controls and procedures as of June 30, 2012. Based on that evaluation, the Interim Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures are effective. There have been no changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, internal control over financial reporting during the second quarter of 2012.

PART II — OTHER INFORMATION**ITEM 1. LEGAL PROCEEDINGS**

Information on legal proceedings is included in Note 10, “Commitments and Contingencies,” in Part I, Item 1, Financial Statements.

ITEM 1A. RISK FACTORS

In the normal course of business, the Company is routinely subjected to a variety of risks. In addition to the market risk associated with interest rate and currency movements on outstanding debt and non-U.S. dollar-denominated assets and liabilities, other examples of risk include adverse economic conditions and increased competition in the global non-residential construction markets; customer concentration in the Harsco Metals & Minerals Segment and Harsco Rail Segment; collectability of receivables; volatility of the financial markets and their effect on pension plans and the availability of funding of non-residential construction projects; and global economic and political conditions.

For a full disclosure of risk factors that affect the Company, see Part 1, Item 1A, “Risk Factors,” of the Company’s Annual Report on Form 10-K for the year ended December 31, 2011.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

- (a) There were no unregistered sales of equity securities during the period covered by the report.
- (b) Not applicable.
- (c) Issuer Purchases of Equity Securities.

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs</u>
April 1, 2012 - April 30, 2012	—	—	—	1,713,423
May 1, 2012 - May 31, 2012	—	—	—	1,713,423
June 1, 2012 - June 30, 2012	—	—	—	1,713,423
Total	—	—	—	

The Company’s share repurchase program was extended by the Board of Directors in November 2011. The repurchase program expires January 31, 2013. At June 30, 2012, there are 1,713,423 authorized shares remaining in the program. When and if appropriate, repurchases are made in open market transactions, depending on market conditions. Share repurchases may not occur and may be discontinued at any time.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION**DIVIDEND INFORMATION**

On April 25, 2012, the Company’s Board of Directors declared a quarterly cash dividend of \$0.205 per share, payable August 15, 2012 to stockholders of record at the close of business on July 16, 2012.

On July 24, 2012, the Company’s Board of Directors declared a quarterly cash dividend of \$0.205 per share, payable November 15, 2012 to stockholders of record at the close of business on October 15, 2012.

ITEM 6. EXHIBITS

The following exhibits are filed as a part of this report:

Exhibit Number	Description
10.1	Amended and Restated Five-Year Credit Agreement, dated March 2, 2012, among Harsco Corporation, the lenders named therein, Citibank, N.A., as administrative agent, The Royal Bank of Scotland PLC, as syndication agent, and the Bank of Tokyo-Mitsubishi UFJ, Ltd., HSBC Bank USA, National Association, ING Bank N.V., Dublin Branch, JPMorgan Chase Bank, N.A. and Lloyds TSB Bank PLC, as documentation agents.
31.1	Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).
31.2	Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).
32	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer and Chief Financial Officer).
101	The following financial statements from Harsco Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed with the Securities and Exchange Commission on July 31, 2012, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets; (ii) the Condensed Consolidated Statements of Income; (iii) the Condensed Consolidated Statements of Comprehensive Income; (iv) the Condensed Consolidated Statements of Cash Flows; (v) the Condensed Consolidated Statements of Equity; and (vi) the Notes to Condensed Consolidated Financial Statements.

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 thereunto duly authorized.

HARSCO CORPORATION

(Registrant)

DATE July 31, 2012

/s/ Stephen J. Schnoor
Stephen J. Schnoor
Senior Vice President,
Chief Financial Officer and Treasurer

(Principal Financial Officer)

DATE July 31, 2012

/s/ Barry E. Malamud
Barry E. Malamud
Vice President and Corporate Controller

(Principal Accounting Officer)

AMENDED AND RESTATED FIVE-YEAR CREDIT AGREEMENT

Dated as of March 2, 2012

Among

HARSCO CORPORATION,

THE LENDERS NAMED HEREIN,
CITIBANK, N.A.,

as Administrative Agent,

THE ROYAL BANK OF SCOTLAND PLC,
as Syndication Agent

and

BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
HSBC BANK USA, NATIONAL ASSOCIATION,
ING BANK N.V., DUBLIN BRANCH,
JPMORGAN CHASE BANK, N.A. and
LLOYDS TSB BANK PLC,
as Documentation Agents

CITIGROUP GLOBAL MARKETS INC. and

RBS SECURITIES INC.,

as Joint Lead Arrangers and Joint Bookrunners

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AMENDED AND RESTATED FIVE-YEAR CREDIT AGREEMENT dated as of March 2, 2012 (as amended, restated, supplemented, extended, replaced or otherwise modified from time to time, this "Agreement") among HARSCO CORPORATION, a Delaware corporation (the "Company"), the lenders listed in Schedule 2.01 hereto (the "Lenders"), CITIBANK, N.A., as administrative agent for the Lenders (in such capacity, together with any successor Administrative Agent appointed pursuant to Section 8.06, the "Administrative Agent"), THE ROYAL BANK OF SCOTLAND PLC, as syndication agent, and BANK OF TOKYO-MITSUBISHI UFJ, LTD., HSBC BANK USA, NATIONAL ASSOCIATION, ING BANK N.V., DUBLIN BRANCH, JPMORGAN CHASE BANK, N.A. and LLOYDS TSB BANK PLC, as documentation agents.

The Company has requested that in accordance with Section 10.08 of the Existing Credit Agreement (such term and all other capitalized terms not otherwise defined have the meanings assigned to them in Article I hereof), the Company, the Administrative Agent and the Lenders desire to amend and restate the Existing Credit Agreement such that the Lenders shall continue to extend credit to the Company in order to enable it to borrow Standby Loans on a standby revolving credit basis from time to time during the Availability Period in an aggregate principal amount at any time outstanding of up to \$525,000,000, which amount may be increased up to \$550,000,000 pursuant to Section 2.23 (less the aggregate principal amount of all outstanding Competitive Loans at such time). The Company has also requested the Lenders to continue to provide a procedure pursuant to which the Company may invite the Lenders to bid on an uncommitted basis on short-term borrowings by the Company. The proceeds of all such borrowings are to be used for general corporate purposes, including the repayment of Indebtedness from time to time. The Lenders are willing to continue to extend such credit to the Company on the terms and subject to the conditions herein set forth.

Accordingly, the Company, the Lenders and the Administrative Agent agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

"ABR Borrowing" shall mean a Borrowing comprised of ABR Loans.

"ABR Loan" shall mean any Standby Loan bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II.

"Activities" shall have the meaning assigned to such term in Section 8.02(b).

"Adjusted EURIBO Rate" shall mean, with respect to any Eurocurrency Borrowing in Euros, for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the EURIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Adjusted LIBO Rate" shall mean, with respect to any Eurocurrency Borrowing in Dollars or any Alternative Currency (other than Euros), for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that, with respect to any Eurocurrency Borrowing denominated in an Alternative Currency (other than Euros) for

any Interest Period, Adjusted LIBO Rate shall mean an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the LIBO Rate for such Interest Period.

“Administrative Agent” shall have the meaning assigned to such term in the preamble to this Agreement.

“Administrative Agent's Office” shall mean the office address, facsimile number, electronic mail address, telephone number and account information set forth on Schedule 1.01 hereto with respect to the Administrative Agent or such other address, facsimile number, electronic mail address, telephone number or account information as shall be designated by the Administrative Agent in a notice to the Company and the Lenders.

“Administrative Fees” shall have the meaning assigned to such term in Section 2.06(b).

“Administrative Questionnaire” shall mean an Administrative Questionnaire in the form of Exhibit B hereto.

“Affiliate” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“Agent's Group” shall have the meaning assigned to such term in Section 8.02(b).

“Agreement” shall have the meaning assigned to such term in the preamble to this Agreement.

“Alternate Base Rate” shall mean, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on Reuters Screen LIBOR01 Page (or any successor page) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. For purposes hereof, “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective. “Federal Funds Effective Rate” shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b)

of the first sentence of this definition until the circumstances giving rise to such inability no longer exist.

“Alternative Currency” shall mean Euros and Sterling.

“Alternative Currency Borrowing” shall mean a Borrowing comprised of Alternative Currency Loans. All Alternative Currency Borrowings shall be Eurocurrency Borrowings.

“Alternative Currency Equivalent” shall mean, with respect to any amount of Dollars on any date in relation to any specified Alternative Currency, the amount of such specified Alternative Currency that may be purchased with such amount of Dollars at the Spot Exchange Rate with respect to Dollars on such date. The term “Alternative Currency Equivalent” may be preceded by a reference to an Alternative Currency (e.g., “EUR Alternative Currency Equivalent”), in which case the Alternative Currency so referenced shall be the “specified” Alternative Currency.

“Alternative Currency Loan” shall mean any Loan denominated in an Alternative Currency.

“Applicable Margin” shall mean on any date, (A) with respect to ABR Loans, the greater of (i) zero and (ii) the difference between (x) the amount of basis points per annum calculated as set forth in the table below under the heading “Applicable Margin”, based upon the ratings applicable on such date to the Company’s Index Debt, and (y) 100 basis points per annum and (B) with respect to Eurocurrency Loans the amount of basis points per annum calculated as set forth in the table below under the heading “Applicable Margin”, based upon the ratings applicable on such date to the Company’s Index Debt:

#PageNum#

	Applicable Margin (basis points per annum)
<u>Category 1</u> A or higher by S&P; A2 or higher by Moody's	100.0
<u>Category 2</u> A- by S&P; A3 by Moody's	112.5
<u>Category 3</u> BBB+ by S&P; Baa1 by Moody's	137.5
<u>Category 4</u> BBB by S&P; Baa2 by Moody's	150.0
<u>Category 5</u> BBB- by S&P; Baa3 by Moody's	175.0
<u>Category 6</u> BB+ or lower by S&P; Baa1 or lower by Moody's	200.0

For purposes of determining the Applicable Margin, (a) if either Moody's or S&P shall not have in effect a rating for Index Debt (other than because such rating agency shall no longer be in the business of rating corporate debt obligations), then such rating agency will be deemed to have established a rating for Index Debt in Category 6; (b) if the ratings established or deemed to have been established by Moody's and S&P shall fall within different Categories, the Applicable Margin shall be determined by reference to the higher (or numerically lower) Category unless one of the ratings is two or more Categories lower (or numerically higher) than the other, in which case the Applicable Margin shall be determined by reference to the Category next below that of the higher (or numerically lower) of the two ratings; and (c) if any rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of either Moody's or S&P), such change shall be effective as of the date on which such change is first announced by the rating agency making such change. Each change in the Applicable Margin shall apply to all Eurocurrency Loans and ABR Loans that are outstanding at any time during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of either Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend the references to specific ratings in this definition to reflect such changed rating system or the nonavailability of ratings from such rating agency.

"Applicable Percentage" shall mean, with respect to any Lender at any time, the percentage of the Total Commitment represented by such Lender's Commitment at such time.

"Approved Borrower" shall mean any wholly owned Subsidiary of the Company as to which a Designation Letter shall have been delivered to the Administrative Agent in accordance with Section 2.21 hereof and as to which a Termination Letter shall not have been delivered to the Administrative Agent.

"Assigned Dollar Value" shall mean, in respect of any Borrowing denominated in an Alternative Currency, the Dollar Equivalent thereof determined based upon the applicable Spot Exchange Rate as of the Denomination Date for such Borrowing. In the event that any Borrowing denominated in an Alternative Currency shall be prepaid in part, the Assigned Dollar Value of such Borrowing shall be allocated ratably to the prepaid portion of such Borrowing and the portion of such Borrowing remaining outstanding.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in the form of Exhibit C hereto, or such other form as shall be approved by the Administrative Agent.

"Availability Period" shall mean the period from and including the Effective Date to but excluding the earlier of the Termination Date and the date of termination of the Commitments.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Borrowers" shall mean the Company and each Approved Borrower.

“Borrowing” shall mean a group of Loans of a single Type made by the Lenders (or, in the case of a Competitive Borrowing, by the Lender or Lenders whose Competitive Bids have been accepted pursuant to Section 2.03).

“Borrowing Minimum” shall mean (a) in the case of a Borrowing denominated in Dollars, \$5,000,000 and (b) in the case of a Borrowing denominated in any Alternative Currency, 5,000,000 units (or, in the case of Sterling, 2,500,000 units) of such currency.

“Borrowing Multiple” shall mean (a) in the case of a Borrowing denominated in Dollars, \$1,000,000 and (b) in the case of a Borrowing denominated in any Alternative Currency, 1,000,000 units (or, in the case of Sterling, 500,000 units) of such currency.

“Borrowing Request” shall mean a Standby Borrowing Request or a Competitive Bid Request.

“Business Day” shall mean any day (other than a day which is a Saturday, Sunday or legal holiday in the State of New York) on which banks are open for business in New York City; provided, however, that (a) when used in connection with a Eurocurrency Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in the applicable currency in the London interbank market, and (b) when used in connection with a Loan denominated in Euro, the term “Business Day” shall also exclude any day on which the TARGET payment system is not open for the settlement of payments in Euro.

“Capital Lease Obligations” of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

A “Change in Control” shall be deemed to have occurred if (a) any person or group (within the meaning of Rule 13d-5 of the Securities and Exchange Commission as in effect on the date hereof) shall own directly or indirectly, beneficially or of record, shares representing more than 20% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Company; or (b) a majority of the seats (other than vacant seats) on the board of directors of the Company shall at any time have been occupied by persons who were neither (i) nominated by the board of directors of the Company, nor (ii) appointed by directors so nominated; or (c) any person or group shall otherwise directly or indirectly Control the Company; provided, however, that a Permitted Reorganization shall not constitute a Change in Control.

“Change in Law” shall mean the adoption of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency of competent jurisdiction charged with the interpretation or administration thereof, or compliance by any Lender (or any applicable lending office) with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency of competent jurisdiction; provided, however, that notwithstanding anything

herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law” regardless of the date enacted, adopted, issued or implemented.

“Citigroup Parties” shall have the meaning assigned to such term in Section 10.01(h).

“Code” shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

“Commitment” shall mean, with respect to each Lender, the commitment of such Lender hereunder as set forth in Schedule 2.01 hereto, as such Lender’s Commitment may be permanently terminated, reduced or increased from time to time pursuant to Section 2.11, Section 2.23 or Section 10.04.

“Committed Credit Exposure” shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount at such time of all outstanding Standby Loans of such Lender denominated in Dollars, plus (b) the Assigned Dollar Value at such time of the aggregate principal amount at such time of all outstanding Standby Loans of such Lender that are Alternative Currency Loans.

“Commitment Date” shall have the meaning assigned to such term in Section 2.23(b).

“Commitment Fee” shall have the meaning assigned to such term in Section 2.06(a).

“Commitment Fee Percentage” shall mean on any date, the applicable percentage set forth below based upon the ratings applicable on such date to the Company’s Index Debt:

	Commitment Fee <u>Percentage</u>
<u>Category 1</u> A or higher by S&P; A2 or higher by Moody’s	0.1%
<u>Category 2</u> A- by S&P; A3 by Moody’s	0.125%
<u>Category 3</u> BBB+ by S&P; Baal by Moody’s	0.175%
<u>Category 4</u> BBB by S&P; Baa2 by Moody’s	0.2%
<u>Category 5</u> BBB- by S&P; Baa3 by Moody’s	0.25%
<u>Category 6</u>	0.35%

BB+ or lower by S&P;

Ba1 or lower by Moody's

#PageNum#

For purposes of the foregoing, (a) if either Moody's or S&P shall not have in effect a rating for Index Debt (other than because such rating agency shall no longer be in the business of rating corporate debt obligations), then such rating agency will be deemed to have established a rating for Index Debt in Category 6; (b) if the ratings established or deemed to have been established by Moody's and S&P shall fall within different Categories, the Commitment Fee Percentage shall be determined by reference to the higher (or numerically lower) Category unless one of the ratings is two or more categories lower (or numerically higher) than the other, in which case the Commitment Fee Percentage shall be determined by reference to the Category next below that of the higher (or numerically lower) of the two ratings; and (c) if any rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of either Moody's or S&P), such change shall be effective as of the date on which such change is first announced by the rating agency making such change. Each change in the Commitment Fee Percentage shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of either Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend the references to specific ratings in this definition to reflect such changed rating system or the non-availability of ratings from such rating agency.

“Communications” shall have the meaning assigned to such term in Section 10.01(c).

“Company” shall have the meaning assigned to such term in the preamble to this Agreement.

“Competitive Bid” shall mean an offer by a Lender to make a Competitive Loan pursuant to Section 2.03.

“Competitive Bid Accept/Reject Letter” shall mean a notification made by a Borrower pursuant to Section 2.03(d) in the form of Exhibit A-4 hereto.

“Competitive Bid Rate” shall mean, as to any Competitive Bid made by a Lender pursuant to Section 2.03(b), (i) in the case of a Eurocurrency Loan, the Competitive Margin, and (ii) in the case of a Fixed Rate Loan, the fixed rate of interest offered by the Lender making such Competitive Bid.

“Competitive Bid Request” shall mean a request made pursuant to Section 2.03 in the form of Exhibit A-1 hereto.

“Competitive Borrowing” shall mean a borrowing consisting of a Competitive Loan or concurrent Competitive Loans from the Lender or Lenders whose Competitive Bids for such Borrowing have been accepted by a Borrower under the bidding procedure described in Section 2.03.

“Competitive Loan” shall mean a loan from a Lender to a Borrower pursuant to the bidding procedure described in Section 2.03. Each Competitive Loan shall be a

Eurocurrency Competitive Loan or a Fixed Rate Loan.

“Competitive Margin” shall mean, as to any Eurocurrency Competitive Loan, the margin (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places) to be added to or subtracted from, in the case of Eurocurrency Competitive Loans denominated in Dollars or any Alternative Currency (other than Euros), the LIBO Rate and, in the case of Eurocurrency Competitive Loans denominated in Euros, the EURIBO Rate in order to determine the interest rate applicable to such Loan, as specified in the Competitive Bid relating to such Loan.

“Consolidated EBITDA” shall mean, for any fiscal quarter, for the Company and its Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such fiscal quarter, plus (a) the following to the extent deducted in calculating Consolidated Net Income: (i) Consolidated Interest Charges for such period, (ii) the provision for Federal, state, local and foreign income or excise taxes payable by the Company and its Subsidiaries for such period, (iii) depreciation and amortization expense, (iv) losses for extraordinary or nonrecurring items or asset sales and (v) any non-cash items reducing Consolidated Net Income for such period minus (b) the following to the extent included in calculating such consolidated net income: (i) Federal, state, local and foreign income or excise tax credits of the Company and its Subsidiaries for such fiscal quarter, (ii) all non-cash items increasing Consolidated Net Income for such period and (iii) gains from extraordinary or nonrecurring items or asset sales.

“Consolidated Interest Charges” shall mean, for any period, for the Company and its Subsidiaries on a consolidated basis, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses of the Company and its Subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP , and (b) the portion of rent expense of the Borrower and its Subsidiaries with respect to such period under capital leases that is treated as interest in accordance with GAAP.

“Consolidated Net Income” shall mean, for any period, the net income of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

“Consolidated Tangible Assets” shall mean Tangible Assets of the Company and its consolidated subsidiaries determined on a consolidated basis in accordance with GAAP.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Default” shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

“Defaulting Lender” shall mean, at any time, a Lender (i) that has failed for three or more Business Days to comply with its obligations under this Agreement to make a Standby Loan or make any other payment due hereunder (each, a “funding obligation”), unless with respect to the making of a Standby Loan such Lender has notified the Administrative Agent and

the Company in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding has not been satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified (and calculated, if applicable) in such writing), (ii) that has notified the Administrative Agent, the Company or any other Borrower in writing, or has stated publicly, that it does not intend to comply with its funding obligation hereunder or generally under other agreements in which it commits to extend credit, unless with respect to the making of a Standby Loan such writing or statement states that such position is based on such Lender's good faith determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified (and calculated, if applicable) in such writing or public statement), (iii) that has, for five or more Business Days after written request of the Administrative Agent or the Company, failed to confirm in writing to the Administrative Agent and the Company that it will comply with its prospective funding obligations hereunder; provided that a Lender shall cease to be a Defaulting Lender under this clause (iii) upon receipt by the Administrative Agent and the Company of such written confirmation, or (iv) as to which a Lender Insolvency Event has occurred and is continuing. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any of clauses (i) through (iv) above will be conclusive and binding absent manifest error, and such Lender will be deemed to be a Defaulting Lender (subject to Section 10.20) upon written notification of such determination by the Administrative Agent to the Company and the Lenders.

"Denomination Date" shall mean at anytime, in relation to any Alternative Currency Borrowing, the date that is two Business Days before the later of (a) the date such Borrowing is made and (b) the date of the most recent conversion or continuation of such Borrowing pursuant to Section 2.05.

"Designation Letter" shall have the meaning assigned to such term in Section 2.21.

"Dollar Equivalent" shall mean, with respect to an amount of any Alternative Currency on any date, the amount of Dollars that may be purchased with such amount of such Alternative Currency at the Spot Exchange Rate with respect to such Alternative Currency on such date.

"Dollars" or "\$" shall mean lawful money of the United States of America.

"Domestic Subsidiaries" shall mean any Subsidiary organized or incorporated under the laws of one of the States of the United States of America, the laws of the District of Columbia or the Federal laws of the United States of America.

"Effective Date" shall mean the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.08).

"EMU Legislation" means the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment,

preservation or reclamation of natural resources, the presence, management or release of Hazardous Materials or to health and safety matters.

“Environmental Liability” means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) that is a member of a group of which the Company is a member and which is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

“EURIBO Rate” shall mean, with respect to any Eurocurrency Borrowing in Euros for any Interest Period, (i) the interest rate per annum for deposits in Euros which appears on Reuters Screen EURIBOR01 Page (or any successor page) as of 11:00 a.m., Brussels time, on the Quotation Day for such Interest Period or, if such a rate does not appear on such rate page, (ii) an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the rate at which deposits in Euros approximately equal in principal amount to the Loan of the Administrative Agent, in its capacity as a Lender (or, if the Administrative Agent is not a Lender in respect of such Borrowing, then the Loan of the Lender in respect of such Borrowing with the greatest Loan amount), included in such Eurocurrency Borrowing and for a maturity comparable to such Interest Period are offered to the principal London office of the Administrative Agent in immediately available funds in the European interbank market for Euros at approximately 11:00 a.m., Brussels time, on the Quotation Day for such Interest Period.

“Euro” means the single currency of the European Union as constituted by the treaty on European Union.

“Eurocurrency Borrowing” shall mean a Borrowing comprised of Eurocurrency Loans.

“Eurocurrency Competitive Borrowing” shall mean a Competitive Borrowing comprised of Eurocurrency Competitive Loans.

“Eurocurrency Competitive Loan” shall mean any Competitive Loan bearing interest at a rate determined by reference to, in the case of Eurocurrency Competitive Loan denominated in Dollars or any Alternative Currency (other than Euros), the LIBO Rate and, in the case of Eurocurrency Competitive Loans denominated in Euros, the EURIBO Rate in accordance with the provisions of Article II.

“Eurocurrency Loan” shall mean any Eurocurrency Competitive Loan or Eurocurrency Standby Loan.

“Eurocurrency Standby Borrowing” shall mean a Standby Borrowing comprised of Eurocurrency Standby Loans.

“Eurocurrency Standby Loan” shall mean any Standby Loan bearing interest at a rate determined by reference to, in the case of Eurocurrency Competitive Loans denominated in Dollars or any Alternative Currency (other than Euros), the LIBO Rate and, in the case of Eurocurrency Competitive Loans denominated in Euros, the EURIBO Rate in accordance with the provisions of Article II.

“Event of Default” shall have the meaning assigned to such term in Article VII.

“Excluded Taxes” shall have the meaning assigned to such term in Section 2.19(a).

“Existing Credit Agreement” means that certain Three-Year Credit Agreement dated as of December 17, 2009 among the Company, the lenders named therein, and Citibank, N.A., as administrative agent, as amended, supplemented or otherwise modified through the date hereof.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations with respect thereto or official administrative interpretations thereof.

“Fees” shall mean the Administrative Fees and the Commitment Fee.

“Financial Officer” of any corporation shall mean the Chief Financial Officer, principal accounting officer, Treasurer or Controller of such corporation.

“Fixed Rate” shall mean, with respect to any Competitive Loan (other than a Eurocurrency Competitive Loan), the fixed rate of interest per annum (expressed in the form of a decimal to no more than four decimal places) specified by the Lender making such Loan in its Competitive Bid.

“Fixed Rate Borrowing” shall mean a Borrowing comprised of Fixed Rate Loans.

“Fixed Rate Loan” shall mean any Competitive Loan bearing interest at a Fixed Rate.

“GAAP” shall mean United States generally accepted accounting principles, applied on a basis consistent with the most recent financial statements referred to in Section 3.02.

“Governmental Authority” shall mean any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

“Guarantee” of or by any person shall mean any obligation, contingent or otherwise, of such person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such person, direct or indirect, (a) to purchase or pay

(or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; provided, however, that the term Guarantee shall not include endorsements for collection or deposit, in either case in the ordinary course of business.

“Guarantor” shall mean the Company in its capacity as the guarantor under Section 9.01.

“Hazardous Materials” shall mean (A) petroleum products and byproducts, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, chlorofluorocarbons and all other substances identified by a Governmental Authority of competent jurisdiction as ozone-depleting substances; or (B) any chemical, material, substance, waste, pollutant or contaminant that is prohibited, limited or regulated by or pursuant to any Environmental Law.

“Increase Date” shall have the meaning assigned to such term in Section 2.23(a).

“Increasing Lender” shall have the meaning assigned to such term in Section 2.23(b).

“Indebtedness” of any person shall mean, without duplication, (a) all obligations of such person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person upon which interest charges are customarily paid, (d) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (e) all obligations of such person issued or assumed as the deferred purchase price of property or services, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such person of Indebtedness of others, (h) all Capital Lease Obligations of such person, (i) all obligations of such person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements valued as determined in accordance with GAAP and (j) all obligations of such person as an account party in respect of letters of credit and bankers’ acceptances; provided, however, that Indebtedness shall not include trade accounts payable in the ordinary course of business. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner.

“Index Debt” shall mean, for any Person, senior, unsecured, long-term indebtedness for borrowed money of such Person that is not guaranteed by any other Person or subject to any other credit enhancement.

“Information” shall have the meaning assigned to such term in Section 10.19.

“Interest Election Request” shall mean a request by a Borrower to convert or

continue a Standby Borrowing in accordance with Section 2.05.

“Interest Payment Date” shall mean, with respect to any Loan, the last day of each Interest Period applicable thereto and, in the case of a Eurocurrency Loan with an Interest Period of more than three months’ duration or a Fixed Rate Loan with an Interest Period of more than 90 days’ duration, each day that would have been an Interest Payment Date for such Loan had successive Interest Periods of three months’ duration or 90 days duration, as the case may be, been applicable to such Loan and, in addition, any date on which such Loan shall be prepaid.

“Interest Period” shall mean (a) as to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter, as the applicable Borrower may elect, (b) as to any ABR Borrowing, the period commencing on the date of such Borrowing and ending on the earlier of (i) the next succeeding day which shall be the last day of any March, June, September or December and (ii) the Termination Date and (c) as to any Fixed Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date specified in the Competitive Bids in which the offer to make the Fixed Rate Loans comprising such Borrowing were extended, which shall not be earlier than seven days after the date of such Borrowing or later than 360 days after the date of such Borrowing; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of Eurocurrency Loans only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Standby Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Lender Insolvency Event” shall mean that (i) a Lender or its Parent Company has been adjudicated as, or determined by any Governmental Authority having regulatory authority over such person or its assets to be, insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (ii) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has indicated its consent to or acquiescence in any such proceeding or appointment; provided, that, for the avoidance of doubt, a Lender Insolvency Event shall not have occurred with respect to a Lender solely (A) as the result of the acquisition or maintenance of an ownership interest in such Lender or its Parent Company or the exercise of control over a Lender or its Parent Company by a Governmental Authority or an instrumentality thereof or (B) in the case of a solvent Lender, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Governmental Authority or instrumentality thereof under or based on the law of the country where such Lender or its Parent Company is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed, in any such case where such action does not result in or provide such Lender or its Parent Company with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its

assets or permit such Lender or its Parent Company (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Lenders” shall have the meaning assigned to such term in the preamble to this Agreement.

“LIBO Rate” shall mean, with respect to any Eurocurrency Borrowing in Dollars or any Alternative Currency (other than Euros) for any Interest Period, (i) the interest rate per annum for deposits for a maturity most nearly comparable to such Interest Period in the currency in which such Borrowing is denominated which appears on Reuters Screen LIBOR01 Page (or any successor page) as of 11:00 a.m., London time, on the Quotation Day for such Interest Period or, if such a rate does not appear on the Bloomberg’s British Banker’s Association rate page, (ii) an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the rate at which deposits in the currency in which such Borrowing is denominated approximately equal in principal amount to the Loan of the Administrative Agent, in its capacity as a Lender (or, if the Administrative Agent is not a Lender in respect of such Borrowing, then the Loan of the Lender in respect of such Borrowing with the greatest Loan amount), included in such Eurocurrency Borrowing and for a maturity comparable to such Interest Period are offered to the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, on the Quotation Day for such Interest Period.

“Lien” shall mean with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Loan” shall mean any Competitive Loan or Standby Loan.

“Loan Documents” shall mean (i) this Agreement, (ii) the Fee Letter dated February 3, 2012 among Citigroup Global Markets Inc., RBS Securities Inc., The Royal Bank of Scotland plc and the Company, (iii) the Agent Fee Letter dated February 3, 2012 between Citigroup Global Markets Inc. and the Company, (iv) each Revolving Note, and (v) to the extent executed and delivered pursuant to Schedule 10.21 hereto, the New Parent Assignment and Assumption Agreement and the Subsidiary Guaranty.

“Mandatory Costs Rate” shall have the meaning assigned to such term in Exhibit D.

“Margin Stock” shall have the meaning given such term under Regulation U.

“Material Adverse Change” or “Material Adverse Effect” shall mean (a) a materially adverse change in, or a materially adverse effect on, the business, assets, operations, performance or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole or (b) a material impairment of the ability of the Company, any Approved Borrower or any Material Subsidiary to perform any of its respective obligations under any Loan Document to which it is or becomes a party.

“Material Subsidiary” means (x) any Subsidiary (a) the consolidated assets of which equal 5% or more of the consolidated assets of the Borrower and the Subsidiaries as of the last day of the most recent fiscal quarter of the Borrower or (b) the consolidated revenues of which equal 5% or more of the consolidated revenues of the Borrower and the Subsidiaries for the most recent period of four consecutive fiscal quarters for which financial statements have been delivered under Section 5.04 (or, prior to the delivery of any such financial statements, for the period of four consecutive fiscal quarters ended December 31, 2011); provided that if at the end of the most recent fiscal quarter or for the most recent period of four consecutive fiscal quarters the consolidated assets or consolidated revenues of all Subsidiaries that under clauses (a) and (b) above would not constitute Material Subsidiaries shall have exceeded 10% of the consolidated assets or 10% of the consolidated revenues of the Borrower and the Subsidiaries, then one or more of such excluded Subsidiaries shall for all purposes of this Agreement be deemed to be Material Subsidiaries in descending order based on the amounts of their consolidated assets until such excess shall have been eliminated and (y) any Subsidiary Guarantor.

“Moody’s” shall mean Moody’s Investors Service, Inc.

“Multiemployer Plan” shall mean a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA to which the Company or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Net Worth” shall mean, as at any date, the sum for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) of the following:

(a) the amount of common stock; plus

(b) the amount of any preferred stock that does not have any requirement for the Company to purchase, redeem, retire or otherwise acquire the same; plus

(c) the amount of additional paid-in capital and retained earnings (or, in the case of an additional paid-in capital or retained earnings deficit, minus the amount of such deficit); plus

(d) cumulative translation adjustments (or, in the case of negative adjustments, minus the amount of such adjustments); plus

(e) cumulative pension liability adjustments (or, in the case of negative adjustments, minus the amount of such adjustments); minus

(f) the cost of treasury stock; plus

(g) the amount of unrealized gain from cash flow hedges (or, in the case of losses, minus the amount of unrealized losses); plus

(h) the amount of unrealized gain from marketable securities (or, in the case of

losses, minus the amount of unrealized losses); plus

(i) the amount of non-controlling interests.

“New Lender” shall have the meaning assigned to such term in Section 2.23(d).

“New Parent” shall have the meaning assigned to such term in Schedule 10.21 hereto.

“New Parent Assignment and Assumption Agreement” shall mean the Assignment and Assumption Agreement in the form of Exhibit J hereto.

“Obligation Currency” shall have the meaning assigned to such term in Section 10.13.

“Operating Subsidiary” shall mean, at any time, each Domestic Subsidiary of the New Parent at such time that is not a Special Purpose Entity.

“Other Taxes” shall have the meaning assigned to such term in Section 2.19(b).

“Parent Company” shall mean, with respect to a Lender, the bank holding company (as defined in Regulation Y of the Board), if any, of such Lender, and/or any person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Permitted Investments” shall mean (i) securities issued directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof), (ii) Dollar denominated time deposits, certificates of deposit and bankers’ acceptances of (x) any Lender or (y) any bank whose short-term commercial paper rating from S&P is at least investment grade or the equivalent thereof (any such bank, an “Approved Lender”), (iii) commercial paper issued by any Lender or Approved Lender or by the parent company of any Lender or Approved Lender and commercial paper issued by, or guaranteed by, any industrial or financial company with a short-term commercial paper rating of at least investment grade or the equivalent thereof, (iv) investment grade bonds and preferred stock of investment grade companies, including municipal bonds, corporate bonds, and treasury bonds, (v) foreign investments that are of similar type of, and that have a rating comparable to, any of the investments referred to in the preceding clauses (i) through (iv) above, (vi) investments in money market funds substantially all of the assets of which are comprised of securities of the types described in clauses (i) through (v) above, and (vii) other securities and financial instruments which offer a security comparable to those listed above.

“Permitted Reorganization” shall have the meaning assigned to such term in Schedule 10.21 hereto.

“person” shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership or government, or any agency or

political subdivision thereof.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code which is maintained for current or former employees, or any beneficiary thereof, of the Company or any ERISA Affiliate.

“Platform” shall have the meaning assigned to such term in Section 10.01(d).

“Proposed Increase Amount” shall have the meaning assigned to such term in Section 2.23(b).

“Public Lender” shall have the meaning assigned to such term in Section 10.01(e).

“Quotation Day” means, with respect to any Eurocurrency Borrowing and any Interest Period, the day that is two Business Days prior to the first day of such Interest Period.

“Register” shall have the meaning given such term in Section 10.04(d).

“Regulation D” shall mean Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” shall mean, with respect to any Person, such Person’s Affiliates and such Person’s and such Person’s Affiliates’ respective managers, administrators, trustees, partners, directors, officers, employees, agents, fund managers and advisors.

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414).

“Requested Commitment Increase” shall have the meaning assigned to such term in Section 2.23(a).

“Required Lenders” shall mean, at any time, Lenders having Commitments representing a majority of the Total Commitment or, for purposes of acceleration pursuant to clause (ii) of Article VII or after the termination of the Commitments, Lenders holding Standby Loans representing a majority of the aggregate principal amount of the Standby Loans outstanding. For purposes of determining the Required Lenders, any Standby Loans denominated in an Alternative Currency shall be translated into Dollars at the Spot Exchange Rate in effect on the applicable Denomination Date.

“Responsible Officer” of any corporation shall mean any executive officer or Financial Officer of such corporation and any other officer or similar official thereof responsible for the administration of the obligations of such corporation in respect of this Agreement.

“Revolving Note” shall mean a promissory note substantially in the form of

Exhibit I hereto made by one or more Borrowers in favor of a Lender, to the extent requested by such Lender pursuant to Section 2.24.

“S&P” shall mean Standard & Poor’s Ratings Services, a Division of the McGraw-Hill Companies Inc.

“Special Purpose Entity” shall mean a person formed for a specific purpose or objective or for a specific transaction or specific type of transaction (e.g., a finance subsidiary or a subsidiary whose only asset is intellectual property); provided that a holding company shall not constitute a Special Purpose Entity.

“Spot Exchange Rate” shall mean, on any day, (a) with respect to any Alternative Currency, the spot rate at which Dollars are offered on such day by Citibank, N.A., as Administrative Agent, for such Alternative Currency, and (b) with respect to Dollars in relation to any specified Alternative Currency, the spot rate at which such specified Alternative Currency is offered on such day by Citibank, N.A., as Administrative Agent, for Dollars. For purposes of determining the Spot Exchange Rate in connection with an Alternative Currency Borrowing, such Spot Exchange Rate shall be determined as of the Denomination Date for such Borrowing with respect to transactions in the applicable Alternative Currency that will settle on the date of such Borrowing, and, upon the Company’s request, the Administrative Agent shall inform the Company of such Spot Exchange Rate.

“Standby Borrowing” shall mean a borrowing consisting of simultaneous Standby Loans from each of the Lenders.

“Standby Borrowing Request” shall mean a request made pursuant to Section 2.04 in the form of Exhibit A-5 hereto.

“Standby Loan” shall mean a revolving loan made by a Lender pursuant to Section 2.04. Each Standby Loan shall be a Eurocurrency Standby Loan or an ABR Loan.

“Statutory Reserve Rate” shall mean, with respect to any currency, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to Regulation D. Eurocurrency Loans shall be deemed to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” or “GBP” shall mean lawful money of the United Kingdom.

“subsidiary” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at

the time any determination is being made, owned, Controlled or held, or (b) which is, at the time any determination is made, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” shall mean any subsidiary of the Company.

“Subsidiary Consolidated Indebtedness” shall mean Subsidiary Debt of the Company’s consolidated subsidiaries determined on a consolidated basis in accordance with GAAP.

“Subsidiary Debt” shall mean, with respect to the Company’s consolidated subsidiaries, at any time and without duplication, the aggregate outstanding principal amount of all Indebtedness of such consolidated subsidiaries at such time described in clauses (a), (b), (c), (g) and (h) of the definition of the term “Indebtedness”, other than:

(i) Indebtedness owed by Subsidiaries to the Company or to other Subsidiaries;

(ii) Indebtedness in respect of that certain Credit Agreement dated as of December 15, 2000 between Harsco Investment Limited and Harsco Finance BV, as borrowers, and The National Westminster Bank plc, as the same has been amended and is in effect on the Effective Date;

(iii) Indebtedness of Harsco Finance BV or Harsco International Finance BV, so long as (A) such persons are Subsidiaries whose sole purposes are to (x) finance the non-U.S. operations of the Company and/or Subsidiaries through intercompany loans and/or (y) provide financing to the Company and/or (z) provide cash management and related intercompany services to the Company and/or Subsidiaries, and (B) such persons neither acquire nor maintain any assets other than (x) intercompany accounts receivable and notes receivable, (y) cash, cash equivalents (as determined in accordance with GAAP) and Permitted Investments acquired or maintained solely as a result of their provision, if any, of cash management services, and (z) equity investments in wholly-owned Subsidiaries that are themselves Special Purpose Entities;

(iv) Indebtedness incurred after the Effective Date in connection with the acquisition of a person or property as long as such Indebtedness existed prior to such acquisition and was not created in anticipation thereof;

(v) Indebtedness (including Indebtedness which constitutes Capital Lease Obligations) incurred to provide all or a portion of the purchase price or cost of construction of an asset; provided that such Indebtedness when incurred shall not exceed the purchase price or cost of construction of such asset plus related transaction costs;

(vi) Guarantees of (A) Subsidiary Consolidated Indebtedness and (B) Indebtedness of the Company or any successor entity in connection with, and upon giving effect to, a Permitted Reorganization; or

(vii) any refunding or refinancing of any Indebtedness described in any of clauses (i) through (v) above, so long as such refunding or refinancing does not increase

the principal amount thereof.

“Subsidiary Guarantor” shall mean, on and after the date on which the Subsidiary Guaranty is required to be delivered pursuant to Schedule 10.21 hereto, each Operating Subsidiary.

“Subsidiary Guaranty” shall mean an unconditional guarantee by each Subsidiary Guarantor of the obligations of the New Parent and the other Borrowers under this Agreement and the other Loan Documents in substantially the form of Exhibit H hereto.

“Tangible Assets” shall mean, with respect to any person at any time, the total assets of such person at such time after deducting (a) goodwill and (b) intangible assets.

“Taxes” shall have the meaning assigned to such term in Section 2.19(a).

“Termination Date” shall mean March 2, 2017.

“Termination Letter” shall have the meaning assigned to such term in Section 2.21.

“Total Capital” shall mean, at any time, Net Worth plus Total Debt.

“Total Commitment” shall mean, at any time, the aggregate amount of the Commitments, as in effect at such time. As of the Effective Date, the Total Commitment shall equal \$525,000,000.

“Total Debt” shall mean, at any time, the aggregate outstanding principal amount of all Indebtedness of the Company and its Subsidiaries at such time (other than Indebtedness described in clause (i) or (j) of the definition of the term “Indebtedness”) determined on a consolidated basis (without duplication) in accordance with GAAP; provided that the term “Total Debt” shall include any preferred stock that provides for the mandatory purchase, retirement, redemption or other acquisition of the same by the Company or any Subsidiary (other than preferred stock held by the Company or any Subsidiary).

“Transactions” shall mean the execution, delivery and performance by the Company of this Agreement, the execution and delivery by the Company and the Approved Borrowers of each Designation Letter, the borrowing of Loans and the use of the proceeds thereof, and in connection with a Permitted Reorganization, the execution and delivery of the New Parent Assignment and Assumption Agreement and the Subsidiary Guaranty.

“Transferee” shall have the meaning assigned to such term in Section 2.19(a).

“Type”, when used in respect of any Loan or Borrowing, shall refer to the rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined and the currency in which such Loan or the Loans comprising such Borrowings are denominated. For purposes hereof, “rate” shall include the LIBO Rate, the Alternate Base Rate and the Fixed Rate, and “currency” shall include Dollars and any Alternative Currency permitted hereunder.

“United States” or “U.S.” shall mean the United States of America.

“Withdrawal Liability” shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP. If any change in the accounting principles used in the preparation of the consolidated financial statements of the Company referred to in Section 5.04(a) or (b) is hereafter required by the rules, regulations, pronouncements and opinions contained in the Financial Accounting Standards Board Codification, and such change is adopted by the Company with the agreement of the Company’s accountants and results in a change in any of the calculations required by Section 6.06 or 6.07 (or the related defined terms) that would not have resulted had such accounting change not occurred, then, to the extent a reconciliation of such change is not reflected by the Company in its consolidated financial statements so as to reflect what the applicable calculation would have been had such change not occurred, the Company shall provide such reconciliation in the compliance certificate to be delivered pursuant to Section 5.04(c) for so long as such accounting change remains in effect.

SECTION 1.03. Redenomination of Certain Alternative Currencies. (i) Each obligation of any party to this Agreement to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the date hereof shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the London interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent in consultation with the Company may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

ARTICLE II

#PageNum#

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly, to make Standby Loans to the Borrowers from time to time during the Availability Period, in Dollars or one or more Alternative Currencies (as specified in the Borrowing Requests with respect thereto), in an aggregate principal amount at any time outstanding that will not result in such Lender's Committed Credit Exposure exceeding such Lender's Commitment, subject, however, to the conditions that (i) at no time shall (A) the sum of (I) the aggregate Committed Credit Exposure of all the Lenders, plus (II) the outstanding aggregate principal amount or Assigned Dollar Value of all Competitive Loans made by all Lenders, exceed (B) the Total Commitment and (ii) at all times the outstanding aggregate principal amount of all Standby Loans made by each Lender shall equal such Lender's Applicable Percentage of the outstanding aggregate principal amount of all Standby Loans made pursuant to Section 2.04. Each Lender's Commitment is set forth opposite its name in Schedule 2.01 hereto. Such Commitments may be terminated, reduced or increased from time to time pursuant to Section 2.11, Section 2.23 or Section 10.04. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, pay or prepay and reborrow Standby Loans.

SECTION 2.02. Loans. (i) Each Standby Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; provided, however, that the failure of any Lender to make any Standby Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03. The Competitive Loans and Standby Loans comprising any Borrowing shall be in (i) an aggregate principal amount which is not less than the Borrowing Minimum and an integral multiple of the Borrowing Multiple or (ii) an aggregate principal amount equal to the remaining balance of the available applicable Commitments.

(b) Each Competitive Borrowing shall be comprised entirely of Eurocurrency Competitive Loans or Fixed Rate Loans, and each Standby Borrowing shall be comprised entirely of Eurocurrency Standby Loans or ABR Loans, as the Borrowers may request pursuant to Section 2.03 or 2.04, as applicable. Each Lender may at its option make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; provided, however, that none of the Borrowers shall be entitled to request any Borrowing which, if made, would result in an aggregate of more than ten separate Standby Loans of any Lender being outstanding hereunder at any one time. For purposes of the foregoing, Borrowings having different Interest Periods or denominated in different currencies, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Each Lender shall make each Loan to be made by it hereunder on the

proposed date thereof by wire transfer to such account as the Administrative Agent may designate in federal funds (in the case of any Loan denominated in Dollars) or such other immediately available funds as may then be customary for the settlement of international transactions in the relevant currency not later than 11:00 a.m., New York City time, in the case of fundings to an account in New York City, or 11:00 a.m., local time, in the case of fundings to an account in another jurisdiction, and the Administrative Agent shall by 12:00 (noon), New York City time, in the case of fundings to an account in New York City, or 12:00 (noon), local time, in the case of fundings to an account in another jurisdiction, credit the amounts so received to an account (designated by the applicable Borrower in the applicable Borrowing Request, which account must be in the country of the currency of the Loan (it being understood that the funding may be for the credit of an account outside such country) or in a country that is a member of the European Union, in the case of Borrowings denominated in Euros, or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders. Competitive Loans shall be made by the Lender or Lenders whose Competitive Bids therefor are accepted pursuant to Section 2.03 in the amounts so accepted and Standby Loans shall be made by the Lenders pro rata in accordance with Section 2.16. Unless the Administrative Agent shall have received notice from a Lender prior to the time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with this paragraph (c) and the Administrative Agent may, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount in the required currency. If the Administrative Agent shall have so made funds available then to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and the applicable Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon in such currency, for each day from the date such amount is made available to the applicable Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of the Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds in the relevant currency (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(d) Notwithstanding any other provision of this Agreement, none of the Borrowers shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Termination Date.

SECTION 2.03. Competitive Bid Procedure. (i) In order to request Competitive Bids, a Borrower shall hand deliver, telecopy or send in *pdf format via electronic mail to the Administrative Agent a duly completed Competitive Bid Request in the form of Exhibit A-1 hereto, to be received by the Administrative Agent (i) in the case of a Eurocurrency Competitive Borrowing, not later than 11:00 a.m., New York City time, four Business Days before a proposed Competitive Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, one Business Day before a proposed Competitive Borrowing. No ABR Loan shall be requested in, or made pursuant to, a Competitive Bid Request. A Competitive Bid Request that does not conform substantially to the format of

Exhibit A-1 hereto may be rejected in the Administrative Agent's sole discretion, and the Administrative Agent shall promptly notify the applicable Borrower of such rejection by telecopier. Such request shall in each case refer to this Agreement and specify (A) whether the Borrowing then being requested is to be a Eurocurrency Borrowing or a Fixed Rate Borrowing, (B) the date of such Borrowing (which shall be a Business Day), (C) the aggregate principal amount of such Borrowing, (D) the currency of such Borrowing and (E) the Interest Period with respect thereto (which may not end after the Termination Date). If no election as to the currency of Borrowing is specified in any Competitive Bid Request, then the applicable Borrower shall be deemed to have requested Borrowings in Dollars. Promptly after its receipt of a Competitive Bid Request that is not rejected as aforesaid, the Administrative Agent shall invite by telecopier (in the form set forth in Exhibit A-2 hereto) the Lenders to bid, on the terms and conditions of this Agreement, to make Competitive Loans pursuant to the Competitive Bid Request.

(b) Each Lender may, in its sole discretion, make one or more Competitive Bids to a Borrower responsive to a Competitive Bid Request. Each Competitive Bid by a Lender must be received by the Administrative Agent via telecopier, in the form of Exhibit A-3 hereto, (i) in the case of a Eurocurrency Competitive Borrowing not later than 11:00 a.m., New York City time, three Business Days before a proposed Competitive Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, on the day of a proposed Competitive Borrowing. Multiple bids will be accepted by the Administrative Agent. Competitive Bids that do not conform substantially to the format of Exhibit A-3 hereto may be rejected by the Administrative Agent after conferring with, and upon the instruction of, the applicable Borrower, and the Administrative Agent shall notify the Lender making such nonconforming bid of such rejection as soon as practicable. Each Competitive Bid shall refer to this Agreement and specify (A) the principal amount (which (x) shall be in a minimum principal amount of the Borrowing Minimum and in an integral multiple of the Borrowing Multiple, (y) shall be expressed in Dollars or, in the case of an Alternative Currency Borrowing, in both the Alternative Currency and the Assigned Dollar Value thereof and (z) may equal the entire principal amount of the Competitive Borrowing requested by the applicable Borrower) of the Competitive Loan or Loans that the Lender is willing to make to the applicable Borrower, (B) the Competitive Bid Rate or Rates at which the Lender is prepared to make the Competitive Loan or Loans and (C) the Interest Period and the last day thereof. If any Lender shall elect not to make a Competitive Bid, such Lender shall so notify the Administrative Agent by telecopier (I) in the case of Eurocurrency Competitive Loans, not later than 11:00 a.m., New York City time, three Business Days before a proposed Competitive Borrowing, and (II) in the case of Fixed Rate Loans, not later than 11:00 a.m., New York City time, on the day of a proposed Competitive Borrowing; provided, however, that failure by any Lender to give such notice shall not cause such Lender to be obligated to make any Competitive Loan as part of such Competitive Borrowing. A Competitive Bid submitted by a Lender pursuant to this paragraph (b) shall be irrevocable.

(c) The Administrative Agent shall promptly notify the applicable Borrower by telecopier of all the Competitive Bids made, the Competitive Bid Rate and the principal amount of each Competitive Loan in respect of which a Competitive Bid was made and the identity of the Lender that made each bid. The Administrative Agent shall send a copy of all Competitive Bids to the applicable Borrower for its records as soon as practicable after completion of the bidding process set forth in this Section 2.03.

(d) The applicable Borrower may in its sole and absolute discretion, subject only to the provisions of this paragraph (d), accept or reject any Competitive Bid referred to in paragraph (c) above. The Borrower shall notify the Administrative Agent by telephone, confirmed by telecopier or in *pdf format sent via electronic mail in the form of a Competitive Bid Accept/Reject Letter, whether and to what extent it has decided to accept or reject any of or all the bids referred to in paragraph (c) above, (x) in the case of a Eurocurrency Competitive Borrowing, not later than 11:30 a.m., New York City time, three Business Days before a proposed Competitive Borrowing, and (y) in the case of a Fixed Rate Borrowing, not later than 11:30 a.m., New York City time, on the day of a proposed Competitive Borrowing; provided, however, that (i) the failure by the applicable Borrower to give such notice shall be deemed to be a rejection of all the bids referred to in paragraph (c) above, (ii) such Borrower shall not accept a bid made at a particular Competitive Bid Rate if such Borrower has decided to reject a bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by such Borrower shall not exceed the principal amount specified in the Competitive Bid Request, (iv) if such Borrower shall accept a bid or bids made at a particular Competitive Bid Rate but the amount of such bid or bids shall cause the total amount of bids to be accepted by such Borrower to exceed the amount specified in the Competitive Bid Request, then such Borrower shall accept a portion of such bid or bids in an amount equal to the amount specified in the Competitive Bid Request less the amount of all other Competitive Bids accepted with respect to such Competitive Bid Request, which acceptance, in the case of multiple bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such bid at such Competitive Bid Rate, and (v) except pursuant to clause (iv) above, no bid shall be accepted for a Competitive Loan unless such Competitive Loan is in (x) a minimum principal amount of the Borrowing Minimum and an integral multiple of the Borrowing Multiple or (y) an aggregate principal amount equal to the remaining balance of the available applicable Commitments; provided further, however, that if a Competitive Loan must be in an amount less than the Borrowing Minimum because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of 1,000,000 units (or, in the case of Sterling, 500,000 units) of the applicable currency or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of 1,000,000 units (or, in the case of Sterling, 500,000 units) of the applicable currency in a manner which shall be in the discretion of the applicable Borrower. A notice given by the applicable Borrower pursuant to this paragraph (d) shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Lender whether or not its Competitive Bid has been accepted (and if so, in what amount and at what Competitive Bid Rate) by telecopy sent by the Administrative Agent, and each successful bidder will thereupon become bound, subject to the other applicable conditions hereof, to make the Competitive Loan in respect of which its bid has been accepted.

(f) A Competitive Bid Request shall not be made within five Business Days after the date of any previous Competitive Bid Request.

(g) If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such bid directly to the applicable Borrower one quarter of an hour earlier than the latest time at which the other Lenders are required to submit their bids to the Administrative Agent pursuant to paragraph (b) above.

(h) All notices required by this Section 2.03 shall be given in accordance with Section 10.01.

SECTION 2.04. Standby Borrowing Procedure. In order to request a Standby Borrowing, a Borrower shall hand deliver, teletype or send in *pdf format via electronic mail to the Administrative Agent a duly completed Standby Borrowing Request in the form of Exhibit A-5 hereto, to be received by the Administrative Agent (a) in the case of a Eurocurrency Standby Borrowing, not later than 11:00 a.m., New York City time, three Business Days before a proposed borrowing and (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the date of the proposed borrowing. No Fixed Rate Loan shall be requested or made pursuant to a Standby Borrowing Request. Such notice shall be irrevocable and shall in each case specify (i) whether the Borrowing then being requested is to be a Eurocurrency Borrowing or an ABR Borrowing; (ii) the date of such Borrowing (which shall be a Business Day), (iii) the aggregate principal amount of the Borrowing (which shall be in a minimum principal amount of the Borrowing Minimum and in an integral multiple of the Borrowing Multiple), (iv) the currency of such Borrowing (which, in the case of an ABR Borrowing, shall be Dollars) and (v) if such Borrowing is to be a Eurocurrency Borrowing, the Interest Period with respect thereto. If no election as to the currency of Borrowing is specified in any Standby Borrowing Request, then the applicable Borrower shall be deemed to have requested Borrowings in Dollars. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing if denominated in Dollars or a Eurocurrency Borrowing if denominated in an Alternative Currency. If no Interest Period with respect to any Eurocurrency Borrowing is specified, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the Lenders of any notice given pursuant to this Section 2.04 (and the contents thereof), of each Lender's portion of the requested Borrowing and, in the case of an Alternative Currency Borrowing, of the Dollar Equivalent of the Alternative Currency amount specified in the applicable Standby Borrowing Request and the Spot Exchange Rate utilized to determine such Dollar Equivalent. If the Dollar Equivalent of a Lender's portion of any such Borrowing would exceed such Lender's remaining available applicable Commitment, then such Lender's portion of such Borrowing shall be reduced to the Alternative Currency Equivalent of such Lender's remaining available Commitment.

SECTION 2.05. Interest Elections. (i) Each Standby Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Standby Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the applicable Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Standby Borrowing, may elect Interest Periods therefor, all as provided in this Section. Such Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Competitive Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section, the applicable Borrower shall notify the Administrative Agent of such election by telephone, teletype or in *pdf format sent via electronic mail by the time that a Borrowing Request would be required under

Section 2.04 if such Borrower were requesting a Standby Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and, if telephonic, shall be confirmed promptly by hand delivery, telecopy or in *pdf format sent via electronic mail to the Administrative Agent of a written Interest Election Request substantially in the form of Exhibit A-6 hereto. Notwithstanding any other provision of this Section, the Borrower shall not be permitted to (i) change the currency of any Borrowing or (ii) elect an Interest Period for Eurocurrency Loans that would end after the Termination Date.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02 and paragraph (e) of this Section:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is to be a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall (i) in the case of a Borrowing denominated in Dollars, be converted to an ABR Borrowing and (ii) in the case of any other Eurocurrency Borrowing, continue as a Eurocurrency Borrowing in the same currency and with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company in writing, then, so long as an Event of Default is continuing (i) no outstanding Standby Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing and (ii) unless repaid, each Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.06. Fees. (i) The Company agrees to pay to each Lender, through the Administrative Agent, on each March 31, June 30, September 30 and December 31 and on the Termination Date and any other date on which the Loans of such Lender shall be repaid (or on the date of termination of such Lender's Commitment if such Lender has no Standby Loans outstanding after such date), a commitment fee (a "Commitment Fee") equal to the Commitment Fee Percentage of the daily average amount of the unused Commitment of such Lender (whether or not the conditions set forth in Section 4.01 shall have been satisfied), during the preceding quarter (or shorter period commencing with the date hereof or ending with the date on which the Commitment of such Lender shall be terminated). All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days. The Commitment Fee due to each Lender shall commence to accrue on the date hereof and shall cease to accrue on the date on which the Commitment of such Lender is terminated. Anything herein to the contrary notwithstanding, during such period that a Lender is a Defaulting Lender, such Defaulting Lender will not be entitled to any Commitment Fees accruing during such period (without prejudice to the rights of the Lenders other than Defaulting Lenders in respect of such fees).

(b) The Company agrees to pay the Administrative Agent, for its own account, the fees set forth in the Agent Fee Letter dated February 3, 2012 between Citigroup Global Markets Inc. and the Company (the "Administrative Fees") at the times and in the amounts set forth therein.

(c) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.07. Repayment of Loans. (i) Each Borrower agrees to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of (i) each Standby Loan of such Lender on the Termination Date and (ii) each Competitive Loan of such Lender on the last day of the Interest Period applicable to such Loan. Each Loan shall bear interest from the date of the Borrowing of which such Loan is a part on the outstanding principal balance thereof as set forth in Section 2.08.

(b) Each Lender shall, and is hereby authorized by the Borrowers to, maintain, in accordance with its usual practice, records evidencing the indebtedness of each Borrower to such Lender hereunder from time to time, including the date, amount, currency and Type of and the Interest Period applicable to each Loan made by such Lender from time to time and the amounts of principal and interest paid to such Lender from time to time in respect of each such Loan.

(c) The entries made in the records maintained pursuant to paragraph (b) of this Section 2.07 and in the Register maintained by the Administrative Agent pursuant to Section 10.04(d) shall be prima facie evidence of the existence and amounts of the obligations of each Borrower to which such entries relate; provided, however, that the failure of any Lender or the Administrative Agent to maintain or to make any entry in such records or the Register, as applicable, or any error therein shall not in any manner affect the obligation of any Borrower to repay any Loans in accordance with the terms of this Agreement.

SECTION 2.08. Interest on Loans. (i) Subject to the provisions of Section 2.09, the Loans comprising each Eurocurrency Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days, at a rate per annum equal to (i) in the case of each Eurocurrency Standby Loan in Dollars or any Alternative Currency (other than Euros), the Adjusted LIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is part plus the Applicable Margin from time to time in effect, (ii) in the case of each Eurocurrency Standby Loan in Euros, the Adjusted EURIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is part plus the Applicable Margin from time to time in effect, (iii) in the case of each Eurocurrency Competitive Loan denominated in Dollars or any Alternative Currency (other than Euros), the LIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is a part plus the Competitive Margin offered by the Lender making such Loan and accepted by the applicable Borrower pursuant to Section 2.03 and (iv) in the case of each Eurocurrency Competitive Loan denominated in Euros, the EURIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is a part plus the Competitive Margin offered by the Lender making such Loan and accepted by the applicable Borrower pursuant to Section 2.03.

(b) Subject to the provisions of Section 2.09, the Loans comprising each ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as appropriate, when determined by reference to the Prime Rate and over a year of 360 days at all other times) at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin from time to time in effect with respect to ABR Loans.

(c) Subject to the provisions of Section 2.09, each Fixed Rate Loan shall bear interest at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the fixed rate of interest offered by the Lender making such Loan and accepted by the applicable Borrower pursuant to Section 2.03.

(d) Interest on each Loan shall be payable in arrears on each Interest Payment Date applicable to such Loan except as otherwise provided in this Agreement. In the event of any conversion of any Eurocurrency Standby Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. The applicable LIBO Rate, EURIBO Rate or Alternate Base Rate for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.09. Default Interest. If any Borrower shall default in the payment of the principal of or interest on any Loan or any other amount becoming due hereunder, whether by scheduled maturity, notice of prepayment, acceleration or otherwise, such Borrower shall on demand from time to time from the Administrative Agent pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the Alternate Base Rate plus 2% per annum (or, in the case of the principal of any Loan, if higher, the rate of interest otherwise applicable, or most recently applicable, to such Loan hereunder plus 2% per annum).

SECTION 2.10. Alternate Rate of Interest. (a) In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period

for a Eurocurrency Borrowing of any Type the Administrative Agent shall have determined that Dollar deposits or deposits in the Alternative Currency in which such Borrowing is to be denominated in the principal amounts of the Loans comprising such Borrowing are not generally available in the London interbank market, or that reasonable means do not exist for ascertaining the LIBO Rate or EURIBO Rate, the Administrative Agent shall, as soon as practicable thereafter, give written or telecopy notice of such determination to the applicable Borrower and the Lenders and, until the Administrative Agent shall have advised the applicable Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any request by a Borrower for a Eurocurrency Competitive Borrowing pursuant to Section 2.03 shall be of no force or effect and shall be denied by the Administrative Agent, (ii) any request by a Borrower for a Eurocurrency Standby Borrowing of the affected Type or in the affected currency shall be deemed to be a request for an ABR Borrowing denominated in Dollars and (iii) any Interest Election Request that requests the conversion of any Standby Borrowing to, or continuation of any Standby Borrowing as, a Eurocurrency Borrowing shall be ineffective, and unless repaid such Borrowing shall be converted to or continued on the last day of the Interest Period applicable thereto (A) if such Borrowing is denominated in Dollars, as an ABR Borrowing, or (B) if such Borrowing is denominated in any Alternative Currency, as a Borrowing bearing interest at such rate as the Administrative Agent shall determine adequately and fairly reflects the cost to the affected Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period plus the Applicable Margin.

(a) In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period for a Eurocurrency Borrowing of any Type the Administrative Agent shall have been advised by the Required Lenders that the rates at which Dollar deposits or deposits in the Alternative Currency in which such Borrowing is to be denominated in the principal amounts of the Loans comprising such Borrowing are being offered will not adequately and fairly reflect the cost to such Lenders of making or maintaining Eurocurrency Loans during such Interest Period, the Administrative Agent, may in consultation with the affected Lenders, give written or telecopy notice of such determination to the Company, the applicable Borrower and the Lenders and until the Administrative Agent shall have advised the Company, the applicable Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any request by a Borrower for a Eurocurrency Competitive Borrowing pursuant to Section 2.03 may be denied by the Administrative Agent, (ii) any request by a Borrower for a Eurocurrency Standby Borrowing of the affected Type or in the affected currency may be deemed to be a request for an ABR Borrowing denominated in Dollars and (iii) any Interest Election Request that requests the conversion of any Standby Borrowing to, or continuation of any Standby Borrowing as, a Eurocurrency Borrowing may be deemed ineffective, and unless repaid such Borrowing may be converted to or continued on the last day of the Interest Period applicable thereto (A) if such Borrowing is denominated in Dollars, as an ABR Borrowing, or (B) if such Borrowing is denominated in any Alternative Currency, as a Borrowing bearing interest at such rate as the Administrative Agent shall determine adequately and fairly reflects the cost to the Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period, as notified to the Company no later than one Business Day prior to the last day of such applicable Interest Period, plus the Applicable Margin.

Each determination by the Administrative Agent under this Section 2.10 shall be conclusive absent manifest error.

SECTION 2.11. Termination and Reduction of Commitments. (i) Unless previously terminated, the Commitments shall terminate on the Termination Date.

(b) Upon at least three Business Days' prior irrevocable written or telecopy notice to the Administrative Agent, the Company (on behalf of all the Borrowers) may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Total Commitment; provided, however, that (i) each partial reduction of the Total Commitment shall be in an integral multiple of \$1,000,000 and in a minimum principal amount of \$5,000,000 and (ii) no such termination or reduction shall be made which would reduce the Total Commitment to an amount less than the aggregate outstanding principal amount (or Assigned Dollar Value, in the case of Loans denominated in Alternative Currencies) of the Competitive Loans and Standby Loans. Notwithstanding the foregoing, as long as no Default or Event of Default is continuing, the Company may terminate the unused amount of the Commitment of a Defaulting Lender upon not less than 10 Business Days' prior notice to the Administrative Agent (which will promptly notify the Lenders thereof), it being understood that such termination will not be deemed to be a waiver or release of any claim any of the Borrowers or the Administrative Agent may have against such Defaulting Lender.

(c) Subject to the last sentence of Section 2.11(b), reduction in the Total Commitment hereunder shall be made ratably among the Lenders in accordance with their respective Commitments. Subject to the last sentence of Section 2.06(a), the Company shall pay to the Administrative Agent for the account of the Lenders, on the date of each termination or reduction, the Commitment Fees on the amount of the Commitments so terminated or reduced accrued to but not including the date of such termination or reduction.

(d) A Commitment terminated or reduced under this Section 2.11 may not be reinstated.

SECTION 2.12. Prepayment. (i) Each Borrower shall have the right at any time and from time to time to prepay any Standby Borrowing, in whole or in part, upon giving written or telecopy notice (or telephone notice promptly confirmed by written or telecopy notice) to the Administrative Agent: (i) in the case of Eurocurrency Loans before 11:00 a.m., New York City time, three Business Days prior to prepayment and (ii) in the case of ABR Loans, before 11:00 a.m., New York City time, one Business Day prior to prepayment; provided, however, that each partial prepayment shall be in an amount which is an integral multiple of \$1,000,000 and not less than \$5,000,000. The Borrowers shall not have the right to prepay any Competitive Borrowing.

(b) If the sum of (i) the aggregate Committed Credit Exposure of all the Lenders and (ii) the outstanding aggregate principal amount or Assigned Dollar Value of all Competitive Loans made by all the Lenders shall at any time exceed the Total Commitment, then (A) on the last day of any Interest Period for any Eurocurrency Standby Borrowing and (B) on any other date in the event any ABR Borrowing shall be outstanding, the Borrowers shall prepay Standby Loans in an amount equal to the lesser of (x) the amount necessary to eliminate such excess (after giving effect to any other prepayment of Loans on such day) and (y) the amount of the applicable Borrowings referred to in clause (i) or (ii), as applicable. If, on any date, the sum of (1) the aggregate Committed Credit Exposure of all the Lenders and (2) the outstanding aggregate principal amount or Assigned Dollar Value of all Competitive Loans made by all the

Lenders shall exceed 105% of the Total Commitment, then the Borrowers shall, not later than the third Business Day following the date notice of such excess is received from the Administrative Agent, prepay one or more Standby Borrowings in an aggregate principal amount sufficient to eliminate such excess.

(c) On the date of any termination or reduction of the Commitments pursuant to Section 2.11(b), the Company shall (or shall cause each responsible Borrower to) pay or prepay so much of the Standby Borrowings as shall be necessary in order that the aggregate outstanding principal amount of all Loans will not exceed the Total Commitment after giving effect to such termination or reduction.

(d) Each notice of prepayment under this Section 2.12 shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid, shall be irrevocable and shall commit the applicable Borrower to prepay such Borrowing (or portion thereof) by the amount stated therein on the date stated therein. All prepayments under this Section 2.12 shall be subject to Section 2.15 but otherwise without premium or penalty.

SECTION 2.13. Reserve Requirements: Change in Circumstances. (i) Notwithstanding any other provision herein, if after the date of this Agreement any Change in Law shall (i) change the basis of taxation of payments to any Lender (or any lending office of any Lender) of the principal of or interest on any Eurocurrency Loan or Fixed Rate Loan made by such Lender or any Fees or other amounts payable hereunder (other than changes in respect of taxes imposed on the overall net income of such Lender by the jurisdiction in which such Lender has its principal office or by any political subdivision or taxing authority therein), or (ii) subject any Lender to any Taxes on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or (iii) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by such Lender (or any lending office of such Lender), or (iv) impose on such Lender or the London interbank market any other condition affecting this Agreement or any Eurocurrency Loan or Fixed Rate Loan made by such Lender, and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurocurrency Loan or Fixed Rate Loan or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender to be material, then the Company shall (or shall cause the Borrowers to) pay to such Lender upon demand such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered, provided that any such payment with respect to taxes shall not include any Excluded Taxes and shall be without duplication of payments made under Section 2.19. Notwithstanding the foregoing, no Lender shall be entitled to request compensation under this paragraph with respect to any Competitive Loan if it shall have been aware of the change giving rise to such request at the time of submission of the Competitive Bid pursuant to which such Competitive Loan shall have been made.

(b) If any Lender shall have determined that a Change in Law after the date hereof or the adoption after the date hereof of any other law, rule, regulation or guideline regarding capital adequacy or liquidity, or any change in any of the foregoing or in the interpretation or administration of any of the foregoing by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or

compliance by any Lender (or any lending office of such Lender) or any Lender's holding company with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender pursuant hereto to a level below that which such Lender or such Lender's holding company could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time the Company shall (or shall cause the responsible Borrower to) pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth such amount or amounts as shall be necessary to compensate such Lender as specified in paragraph (a) or (b) above, as the case may be, shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall (or shall cause the responsible Borrower to) pay each Lender the amount shown as due on any such certificate delivered by it within 10 days after the receipt of the same.

(d) Except as provided below in this paragraph (d), failure on the part of any Lender to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Lender's right to demand compensation with respect to such period or any other period. The protection of this Section shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed. No Lender shall be entitled to compensation under this Section 2.13 for any costs incurred or reductions suffered with respect to any date unless it shall have notified the Company that it will demand compensation for such costs or reductions not more than ninety days after the later of (i) such date and (ii) the date on which it shall have, or should have, become aware of such costs or reductions (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety-day period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 2.14. Change in Legality. (i) Notwithstanding any other provision herein, if, after the date hereof, (i) any Change in Law shall make it unlawful for any Lender to make or maintain any Eurocurrency Loan or Alternative Currency Loan or to give effect to its obligations as contemplated hereby with respect to any Eurocurrency Loan or Alternative Currency Loan, or (ii) there shall have occurred any change in national or international financial, political or economic conditions (including the imposition of or any change in exchange controls) or currency exchange rates which would make it impracticable for any Lender to make Loans denominated in such Alternative Currency or to any Borrower, then, by written notice to the Company and to the Administrative Agent, such Lender may:

(ii) declare that Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower), as the case may be, will not thereafter (for the duration of such unlawfulness or impracticability) be made by such Lender hereunder, whereupon such Lender shall not submit a Competitive Bid in

response to a request for such Alternative Currency Loans or Eurocurrency Competitive Loans and any request by a Borrower for a Eurocurrency Standby Borrowing or Alternative Currency Borrowing (in the affected currency or currencies or to the affected Borrower), as the case may be, shall, as to such Lender only, be deemed a request for an ABR Loan or a Loan denominated in Dollars, as the case may be, unless such declaration shall be subsequently withdrawn (or, if a Loan to the requesting Borrower cannot be made for the reasons specified above, such request shall be deemed to have been withdrawn); and

(iii) require that all outstanding Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower), as the case may be, made by it be converted to ABR Loans denominated in Dollars in which event all such Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower) shall be automatically converted to ABR Loans denominated in Dollars as of the effective date of such notice as provided in paragraph (b) below.

In the event any Lender shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal which would otherwise have been applied to repay the Eurocurrency Loans or Alternative Currency Loans, as the case may be, that would have been made by such Lender or the converted Eurocurrency Loans or Alternative Currency Loans, as the case may be, of such Lender shall instead be applied to repay the ABR Loans or Loans denominated in Dollars, as the case may be, made by such Lender in lieu of, or resulting from the conversion of, such Eurocurrency Loans or Loans denominated in Dollars, as the case may be. In the event any Alternative Currency Loan is converted into a Loan denominated in Dollars pursuant to this Section, (A) the principal amount of such Loan shall be deemed to be an amount equal to the Assigned Dollar Value of such Alternative Currency Loan determined based upon the applicable Spot Exchange Rate as of the Denomination Date for the Borrowing which includes such Alternative Currency Loan and (B) the applicable Borrower shall indemnify the Lender of such converted Alternative Currency Loan against any loss it sustains as a result of such conversion.

(b) For purposes of this Section 2.14, a notice to the Company by any Lender shall be effective as to each Eurocurrency Loan, if lawful, on the last day of the Interest Period currently applicable to such Eurocurrency Loan; in all other cases such notice shall be effective on the date of receipt by the Company.

SECTION 2.15. Indemnity. Each Borrower shall indemnify each Lender against any loss or reasonable expense which such Lender may sustain or incur as a consequence of (a) any failure by such Borrower (other than any such failure caused by a default by such Lender) to borrow or to convert or continue any Loan hereunder after irrevocable notice of such borrowing, conversion or continuation has been given pursuant to Section 2.03 or 2.04, (b) any payment, prepayment, conversion or transfer of a Eurocurrency Loan or Fixed Rate Loan required by any other provision of this Agreement or otherwise made or deemed made on a date other than the last day of the Interest Period applicable thereto, (c) any default in payment or prepayment of the principal amount of any Loan or any part thereof or interest accrued thereon, as and when due and payable (at the due date thereof, whether by scheduled maturity, acceleration, irrevocable notice of prepayment or otherwise) or (d) the assignment of any Eurocurrency Loan other than on the last day of an Interest Period therefor as a result of a

request by the Company pursuant to Section 2.20(b), including, in each such case, any loss or reasonable expense sustained or incurred or to be sustained or incurred in liquidating or employing deposits from third parties acquired to effect or maintain such Loan or any part thereof as a Eurocurrency Loan or Fixed Rate Loan but excluding any loss of profit or anticipated profit such as the Applicable Margin. Such loss or reasonable expense shall include an amount equal to the excess, if any, as reasonably determined by such Lender, of (i) its cost of obtaining the funds for the Loan being paid, prepaid, converted, transferred or not borrowed (assumed to be the LIBO Rate or, in the case of a Fixed Rate Loan, the fixed rate of interest applicable thereto) for the period from the date of such payment, prepayment, conversion, transfer or failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the Interest Period for such Loan which would have commenced on the date of such failure) over (ii) the amount of interest (as reasonably determined by such Lender) that would be realized by such Lender in reemploying the funds so paid, prepaid, converted, transferred or not borrowed for such period or Interest Period, as the case may be. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error.

SECTION 2.16. Pro Rata Treatment. Except as required under Section 2.14, each Standby Borrowing, each payment or prepayment of principal of any Standby Borrowing, each payment of interest on the Standby Loans, each payment of the Commitment Fees, each reduction of the Commitments and each conversion of any Borrowing into, or continuation of, a Standby Borrowing of any Type, shall be allocated pro rata among the Lenders in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Standby Loans). Each payment of principal of any Competitive Borrowing shall be allocated pro rata among the Lenders participating in such Borrowing in accordance with the respective principal amounts of their outstanding Competitive Loans comprising such Borrowing. Each payment of interest on any Competitive Borrowing shall be allocated pro rata among the Lenders participating in such Borrowing in accordance with the respective amounts of accrued and unpaid interest on their outstanding Competitive Loans comprising such Borrowing. For purposes of determining (i) the aggregate available Commitments of the Lenders at any time and (ii) the available Commitment of each Lender, each outstanding Competitive Borrowing shall be deemed to have utilized the Commitments of the Lenders (including those Lenders which shall not have made Loans as part of such Competitive Borrowing) pro rata in accordance with such respective Commitments; provided, however, that for purposes of determining payments of Commitment Fees under Section 2.06, each outstanding Competitive Borrowing shall be deemed to have utilized the Commitments of only the Lenders that have made Competitive Loans comprising such Competitive Borrowing (it being understood that the Commitment of Lenders which shall not have made Loans as part of such Competitive Borrowing shall not be deemed utilized as a result of such Competitive Borrowing). Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Dollar (or comparable unit of any applicable Alternative Currency) amount.

SECTION 2.17. Sharing of Setoffs. Each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against any Borrower, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other

security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any Standby Loan or Standby Loans as a result of which the unpaid principal portion of its Standby Loans shall be proportionately less than the unpaid principal portion of the Standby Loans of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Standby Loans of such other Lender, so that the aggregate unpaid principal amount of the Standby Loans and participations in the Standby Loans held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all Standby Loans then outstanding as the principal amount of its Standby Loans prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all Standby Loans outstanding prior to such exercise of banker's lien, setoff or counterclaim or other event; provided, however, that, if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.17 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. Each Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation in a Standby Loan deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by such Borrower to such Lender by reason thereof as fully as if such Lender had made a Standby Loan directly to such Borrower in the amount of such participation.

SECTION 2.18. Payments. (i) Each Borrower shall make each payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder and under each other Loan Document not later than 12:00 noon, local time at the place of payment, on the date when due in immediately available funds. Each such payment shall be made to the Administrative Agent's Office. Each such payment (other than principal of and interest on Alternative Currency Loans, which shall be made in the applicable Alternative Currency) shall be made in Dollars. Each such payment will be made without setoff, counterclaim or other deduction.

(b) Whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.19. Taxes. (i) Any and all payments by or on account of any obligation of each Borrower to or for the account of any Lender or the Administrative Agent hereunder shall be made, in accordance with Section 2.18, free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, assessments, duties, fees, withholdings or other charge of whatever nature now or hereafter imposed, and all liabilities with respect thereto, including any interest, additions to tax or penalties applicable thereto, but excluding (i) income taxes imposed on the net income of the Administrative Agent or any Lender (or any transferee or assignee thereof, including a participation holder (any such individual or entity, a "Transferee")), franchise and gross margin taxes imposed in lieu of tax on the net income of the Administrative Agent or any Lender (or Transferee), in each case by the jurisdiction under the laws of which the Administrative Agent or such Lender (or Transferee) is

organized, domiciled, resident or doing business or any political subdivision thereof and, in the case of any Lender (or Transferee), by the jurisdiction in which its applicable lending office is located, (ii) any branch profits tax imposed by the United States or any similar tax imposed by any other jurisdiction described in clause (i) above on any Lender, any Transferee or the Administrative Agent, (iii) any taxes imposed as a result of such Lender's (or Transferee's) willful misconduct, (iv) any U.S. federal withholding taxes imposed under FATCA or (v) any taxes attributable to such Lender's (or Transferee's) failure to comply with clauses (g), (i), (k) or (l) of this Section 2.19 (all such excluded taxes, levies, imposts, deductions, assessments, duties, fees, withholdings, other charges and liabilities, interest, additional to tax and penalties, collectively or individually, "Excluded Taxes" and all such nonexcluded taxes, levies, imposts, deductions, assessments, duties, fees, withholdings, other charges and liabilities, interest, additions to tax and penalties, collectively or individually, "Taxes"). If any Borrower shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Lender (or any Transferee) or the Administrative Agent, (i) the sum payable by such Borrower or any guarantor thereof shall be increased by the amount (an "additional amount") necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.19) such Lender (or Transferee) or the Administrative Agent (as the case may be) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) each Borrower (or any guarantor making such payments) shall make such deductions and (iii) each Borrower (or any guarantor making such deductions) shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law; provided that the Administrative Agent may make such deductions and pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law on behalf of any Borrower (or any guarantor making such payments).

(b) In addition, each Borrower agrees to bear and to pay to the relevant Governmental Authority in accordance with applicable law any current or future recording, stamp, documentary, excise, transfer, sales, property or similar taxes, charges or levies that arise from any payment made hereunder or under any other Loan Document or from the execution, delivery or registration of, enforcement of, or otherwise with respect to, this Agreement or any other Loan Document ("Other Taxes").

(c) The Borrowers will indemnify each Lender (or Transferee) and the Administrative Agent, within 10 days after written demand therefor, for the full amount of Taxes and Other Taxes paid by such Lender (or Transferee) or the Administrative Agent, as the case may be, on or with respect to any payment by or on account of any obligation of any Borrower hereunder or under any other Loan Document (including Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any liability and any penalties, interest and expenses (including reasonable attorney's fees and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant Governmental Authority except if incurred primarily as a result of the gross negligence or willful misconduct of the recipient. A certificate as to the amount of such payment or liability prepared by the Administrative Agent, a Lender, or the Administrative Agent on its behalf, absent manifest error, shall be final, conclusive and binding for all purposes.

(d) If a Lender (or Transferee) or the Administrative Agent shall become aware that it is entitled to claim a refund from a Governmental Authority in respect of Taxes or Other Taxes as to which it has been indemnified by a Borrower, or with respect to which any

Borrower has paid additional amounts, pursuant to this Section 2.19, it shall promptly notify the Company of the availability of such refund claim and shall, within 30 days after receipt of a request by the Company, make a claim to such Governmental Authority for such refund at the Company's expense. If a Lender (or Transferee) or the Administrative Agent receives a refund (including pursuant to a claim for refund made pursuant to the preceding sentence) in respect of any Taxes or Other Taxes as to which it has been indemnified by a Borrower or with respect to which any Borrower has paid additional amounts, in either case, pursuant to this Section 2.19, it shall within 30 days from the date of such receipt pay over such refund to the Company on behalf of the relevant Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 2.19 with respect to the Taxes or Other Taxes giving rise to such refund), net of withholding taxes applicable to such payment and all out-of-pocket expenses of such Lender (or Transferee) or the Administrative Agent and without interest (other than interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that the Company, upon the request of such Lender (or Transferee) or the Administrative Agent, agrees to (or to cause the responsible Borrower to) repay the amount paid over to the Company (plus penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender (or Transferee) or the Administrative Agent in the event such Lender (or Transferee) or the Administrative Agent is required to repay such refund (or portion thereof) to such Governmental Authority.

(e) As soon as practicable after the date of any payment of Taxes or Other Taxes by any Borrower to the relevant Governmental Authority, the Company will deliver to the Administrative Agent, at its address referred to in Section 10.01, the original or a certified copy of a receipt issued by such Governmental Authority evidencing payment of the full amount thereof.

(f) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.19 shall survive the payment in full of the principal of and interest on all Loans made hereunder.

(g) Each Lender (or Transferee) or other person entitled to the benefit of this Section 2.19 that is organized under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia (a "Non-U.S. Lender") shall deliver to the Company and the Administrative Agent two copies of either United States Internal Revenue Service Form W-8BEN, Form W-8ECI or Form W-8IMY (or successor form), or, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a Form W-8BEN, or any subsequent versions thereof or successors thereto (and, if such Non-U.S. Lender delivers a Form W-8BEN, a certificate representing that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Section 864(d)(4) of the Code)), properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax on payments under this Agreement and the other Loan Documents by any Borrower that is a United States person within the meaning of Section 7701(a)(30) of the Code (a "U.S. Borrower"). Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a

Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a “New Lending Office”). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Notwithstanding any other provision of this Section 2.19(g), a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.19(g) that such Non-U.S. Lender is not legally able to deliver.

(h) No U.S. Borrower shall be required to indemnify any Non-U.S. Lender, or to pay any additional amounts to any Non-U.S. Lender, in respect of United States Federal withholding tax pursuant to paragraph (a) or (c) above to the extent that (i) the obligation to withhold amounts with respect to United States Federal withholding tax existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to any Transferee or New Lending Office that becomes a Transferee or New Lending Office as a result of an assignment, participation, transfer or designation made at the request of the Company; and provided further, however, that this clause (i) shall not apply to the extent the indemnity payment or additional amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation or (ii) the obligation to pay such additional amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of paragraph (g) above, except as a result of a change in applicable law after the date such Lender became a party to this Agreement, or in the case of a participant, after the date such participant purchased the related participation interest.

(i) Any Lender (or Transferee) claiming any indemnity payment or additional amounts payable pursuant to this Section 2.19 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Company or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amounts that may thereafter accrue and would not, in the sole determination of such Lender (or Transferee), be otherwise disadvantageous to such Lender (or Transferee).

(j) Nothing contained in this Section 2.19 shall require any Lender (or Transferee) or the Administrative Agent to make available any of its tax returns (or any other information that it deems to be confidential or proprietary).

(k) Each Lender (or Transferee) and other person entitled to the benefits of this Section 2.19 that is neither a Non-U.S. Lender nor an “exempt recipient,” within the meaning of Treasury Regulations section 1.6049-4(c), shall provide the Company and the Administrative Agent two properly completed and executed original copies of Internal Revenue Service Form W-9 (or any successor form). Such form shall be delivered on or before the date such Lender or other person becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a

Transferee hereunder).

(l) If a payment made to a Lender (or Transferee) hereunder or any other document to be delivered hereunder would be subject to U.S. federal withholding tax imposed by FATCA if such Lender (or Transferee) were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender (or Transferee) shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the Company and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender (or Transferee) has complied with such Lender's (or Transferee's) obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.19(l), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

SECTION 2.20. Assignment of Commitments Under Certain Circumstances. (i) Any Lender (or Transferee) claiming any additional amounts payable pursuant to Section 2.13, Section 2.19 or Section 2.22 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by the Company or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such additional amounts which may thereafter accrue and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender (or Transferee).

(b) In the event that any Lender shall have delivered a notice or certificate pursuant to Section 2.13 or 2.14, or the Borrowers shall be required to make additional payments to any Lender under Section 2.19 or Section 2.22, the Company shall have the right, at its own expense, upon notice to such Lender and the Administrative Agent, to require such Lender to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 10.04) all its interests, rights and obligations under this Agreement to another financial institution acceptable to the Administrative Agent which shall assume such obligations; provided that (i) no such assignment shall conflict with any law, rule or regulation or order of any Governmental Authority, (ii) no Event of Default shall have occurred and be continuing and (iii) the Company or the assignee, as the case may be, shall pay to the affected Lender in immediately available funds on the date of such assignment the principal of and interest accrued to the date of payment on the Loans made by it hereunder and all other amounts accrued for its account or owed to it hereunder.

SECTION 2.21. Borrowings by Approved Borrowers. The Company may, at any time or from time to time, designate one or more wholly owned Subsidiaries as Borrowers hereunder by furnishing to the Administrative Agent a letter (a "Designation Letter") substantially in the form of Exhibit F-1 hereto, duly completed and executed by the Company and such Subsidiary, whereupon each Subsidiary so designated shall become an Approved Borrower. As soon as practicable upon receipt of any such Designation Letter, the Administrative Agent shall send a copy thereof to each Lender. There may be no more than ten Approved Borrowers at any one time. So long as all principal and interest on all Loans of any Approved Borrower have

been paid in full, the Company may terminate an Approved Borrower's status as an Approved Borrower by furnishing to the Administrative Agent a letter (a "Termination Letter"), substantially in the form of Exhibit F-2 hereto, duly completed and executed by the Company and such Approved Borrower. Any Termination Letter furnished in accordance with this Section 2.21 shall be effective upon receipt by the Administrative Agent. Notwithstanding the foregoing, the delivery of a Termination Letter with respect to any Approved Borrower shall not affect any obligation of such Approved Borrower theretofore incurred. Each Subsidiary set forth in Schedule 2.21 hereto shall be deemed an Approved Borrower until delivery of a Termination Letter with respect to such Subsidiary. Notwithstanding any other provision herein, no Lender shall be required to make any Loan to an Approved Borrower if any applicable law or regulation shall make it unlawful for any such Lender to make or maintain any such Loan.

SECTION 2.22. Additional Costs. (i) If and so long as any Lender is required to make special deposits with the Bank of England, to maintain reserve asset ratios or to pay fees, in each case in respect of such Lender's Eurocurrency Loans in any Alternative Currency, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Loans, additional interest on such Loan at a rate per annum equal to the Mandatory Costs Rate calculated in accordance with the formula and in the manner set forth in Exhibit D hereto.

(b) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority or regulation (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements reflected in the Statutory Reserve Rate or the Mandatory Costs Rate) in respect of any of such Lender's Eurocurrency Loans in any Alternative Currency, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Eurocurrency Loans subject to such requirements, additional interest on such Loan at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loan.

(c) Any additional interest owed pursuant to paragraph (a) or (b) above shall be determined by the relevant Lender, which determination shall be conclusive absent manifest error, and notified to the relevant Borrower (with a copy to the Administrative Agent) at least five Business Days before each date on which interest is payable for the relevant Loan, and such additional interest so notified to the relevant Borrower by such Lender shall be payable to the Administrative Agent for the account of such Lender on each date on which interest is payable for such Loan.

(d) If the cost to any Lender of making or maintaining any Loan to any Borrower is increased (or the amount of any sum received or receivable by any Lender (or its applicable lending office) is reduced) by an amount deemed in good faith by such Lender to be material, by reason of the fact that such Borrower is incorporated in, or conducts business in, a jurisdiction outside the United States of America, such Borrower shall indemnify such Lender for such increased cost or reduction within 15 days after demand by such Lender (with a copy to the Administrative Agent). A certificate of such Lender claiming compensation under this paragraph and setting forth the additional amount or amounts to be paid to it hereunder (and the basis for the calculation of such amount or amounts) shall be conclusive in the absence of manifest error.

SECTION 2.23. Increase in the Aggregate Commitments. (i) The Company may, at any time prior to the Termination Date (including on the Effective Date), by notice to the Administrative Agent, request that the aggregate amount of the Commitments be increased by a minimum amount of \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof (each a "Requested Commitment Increase"), in each case to be effective as of a date that is no later than 90 days prior to the Termination Date (any date on which the aggregate Commitments are increased pursuant to this Section 2.23, an "Increase Date") as specified in the related notice to the Administrative Agent; provided, however, (i) that on and immediately following the Increase Date (A) in no event shall the aggregate amount of the Commitments at any time exceed \$550,000,000, and (B) the representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of the date of the Increase Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, and (ii) at the time of and immediately after giving effect to such Commitment Increase, no Event of Default or Default shall have occurred and be continuing. Commitments may be increased pursuant to this Section 2.23 no more than once.

(b) The Administrative Agent shall promptly notify the Lenders of a request by the Company for a Requested Commitment Increase, which notice shall include (i) the proposed amount of the Requested Commitment Increase, (ii) the proposed Increase Date and (iii) the date which shall be no later than 30 days after the receipt by the Administrative Agent of notice from the Company pursuant to Section 2.23(a) by which Lenders wishing to participate in the Requested Commitment Increase must commit to an increase in the amount of their respective Commitments (such date, the "Commitment Date"). Each Lender that is willing to participate in such Requested Commitment Increase (each an "Increasing Lender") shall, in its sole discretion, give written notice to the Administrative Agent on or prior to the Commitment Date of the amount by which it is willing to increase its Commitment (as to each Increasing Lender, its "Proposed Increase Amount"). If the aggregate Proposed Increase Amounts of all Increasing Lenders exceeds the Requested Commitment Increase, then allocations among the Increasing Lenders will be based on the ratio of each Increasing Lender's Proposed Increase Amount to the aggregate of all Proposed Increase Amounts.

(c) Promptly following the Commitment Date, the Administrative Agent shall notify the Company as to the amount of the aggregate Proposed Increase Amounts. If the amount of the aggregate Proposed Increase Amounts is less than the Requested Commitment Increase, then the Company may extend offers to third party financial institutions to participate in any portion of the Requested Commitment Increase that has not been committed to by the Lenders as of the applicable Commitment Date; provided, however, that the Commitment of each such third party financial institution shall be in an amount equal to or greater than \$10,000,000.

(d) On each Increase Date, (x) each third party financial institution that accepts an offer to participate in a Requested Commitment Increase in accordance with Section 2.23 (a "New Lender") shall become a Lender party to this Agreement as of such Increase Date, and (y) the Commitment of each Increasing Lender for such Requested Commitment Increase shall be increased by the Increasing Lender's Proposed Increase Amount (or if less, the amount allocated to such Lender pursuant to the last sentence of Section 2.23 as of such Increase Date); provided, however, that the Administrative Agent shall have received on or before such Increase Date the following, each dated such date:

(i) a Lender Joinder Agreement substantially in the form of Exhibit G hereto from each New Lender if any, duly executed by such financial institution, the Administrative Agent and the Company;

(ii) confirmation from each Increasing Lender of the increase in the amount of its Commitment in a writing reasonably satisfactory to the Company and the Administrative Agent; and

(iii) a certificate of the Company, dated the Increase Date and signed by a Financial Officer of the Company, confirming compliance with the conditions precedent set forth in Section 2.23(a)(i)(B) and (a)(ii) above.

On each Increase Date, upon fulfillment of the conditions set forth in the immediately preceding sentence of this Section 2.23, the Administrative Agent shall notify the Lenders (including, without limitation, each New Lender) and the Company, at or before 1:00 P.M. (New York City time), by facsimile, of the occurrence of the Increase Date, the aggregate amount of the Commitment increase on such date and the aggregate amount of the Commitments after giving effect to such increase, to be effected on such Increase Date and shall record in the Register the relevant information with respect to each Increasing Lender and each New Lender (if any) on such date. Commitments increased pursuant to this Section 2.23 shall be deemed a "Commitment". On each Increase Date, Schedule 2.01 hereto shall be automatically deemed to be revised to reflect any increases in the Commitments of the Lenders and any Commitments of New Lenders. The Administrative Agent shall distribute a copy of the revised Schedule 2.01 hereto to the Company and each Lender (including each New Lender) not later than the fifth Business Day following the applicable Increase Date.

SECTION 2.24. Revolving Notes. Any Lender may request that Loans made by it (or its Commitment) be evidenced by one or more Revolving Notes. In such event, the Borrowers shall prepare, execute and deliver to such Lender a Revolving Note or Revolving Notes (but in any event in an aggregate face amount not to exceed the Commitment of such Lender) payable to the order of such Lender or, if requested by such Lender, to such Lender and its registered assigns.

SECTION 2.25. Defaulting Lenders; Replacement of Lenders Under Certain Circumstances.

(a) If a Lender becomes, and during the period it remains, a Defaulting Lender, the following provisions shall apply to any amount paid by the Borrowers or otherwise received by the Administrative Agent for the account of a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity payments or other amounts), which amount will not be paid or distributed to such Defaulting Lender, but will instead be retained by the Administrative Agent in a segregated non-interest bearing account until (subject to Section 10.20) the termination of the Commitments and payment in full of all obligations of the Borrowers hereunder and will be applied by the Administrative Agent, to the fullest extent permitted by law, to the making of payments from time to time in the following order of priority: first to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent under this Agreement, second to the payment of post-default interest and then current interest due and payable to the Lenders hereunder other than Defaulting Lenders,

ratably among them in accordance with the amounts of such interest then due and payable to them, third to the payment of fees then due and payable to the non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such fees then due and payable to them, fourth to pay principal then due and payable to the non-Defaulting Lenders hereunder ratably in accordance with the amounts thereof then due and payable to them, fifth to the ratable payment of other amounts then due and payable to the non-Defaulting Lenders, and sixth after the termination of the Commitments and payment in full of all obligations of the Borrowers hereunder, to pay amounts owing under this Agreement to such Defaulting Lender or as a court of competent jurisdiction may otherwise direct.

(b) Without limiting the effect of Section 2.20(b), in the event that any Lender becomes a Defaulting Lender or a Non-Consenting Lender (as defined below), the Company shall have the right, at its own expense, upon notice to such Lender and the Administrative Agent, to require such Lender to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 10.04) all its interests, rights and obligations under this Agreement to another financial institution acceptable to the Administrative Agent which shall assume such obligations; provided that (i) no such assignment shall conflict with any law, rule or regulation or order of any Governmental Authority, (ii) no Event of Default shall have occurred and be continuing and (iii) the Company or the assignee, as the case may be, shall pay to the affected Lender in immediately available funds on the date of such assignment the principal of and interest accrued to the date of payment on the Loans made by it hereunder and all other amounts accrued for its account or owed to it hereunder. For purposes of this Section 2.25(b), a “Non-Consenting Lender” shall mean any Lender that does not agree to a consent, waiver, amendment or other modification to this Agreement or any other Loan Document where (x) the Borrowers or the Administrative Agent have requested that the Lenders consent to a departure or waiver of any of the provisions of this Agreement or any other Loan Document or agree to any amendment thereto, (y) the consent, waiver, amendment or other modification in question requires the agreement of all affected Lenders in accordance with the terms of Section 10.08 or all of the Lenders, as applicable, and (z) the Required Lenders have agreed to such consent, waiver, amendment or other modification.

ARTICLE III

Representations and Warranties

Part A. Representations and Warranties of the Company. The Company represents and warrants to each of the Lenders that:

SECTION 3.01. Corporate Existence. Each of the Company and its Subsidiaries: (a) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where

failure so to qualify could (either individually or in the aggregate) have a Material Adverse Effect.

SECTION 3.02. Financial Condition. Harsco Corporation has heretofore furnished to each of the Lenders a consolidated balance sheet of Harsco Corporation and its Subsidiaries as at December 31, 2011, and the related consolidated statements of income, cash flows and changes in shareholders' equity of Harsco Corporation and its Subsidiaries for the fiscal year ended on such date, with the opinion thereon of PricewaterhouseCoopers LLP. All such financial statements present fairly, in all material respects, the consolidated financial condition of Harsco Corporation and its Subsidiaries as at such date and the consolidated results of their operations for the fiscal year, all in accordance with GAAP. None of Harsco Corporation nor any of its Subsidiaries has on the date hereof any material contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in the balance sheets as at such date or the notes thereto. Since December 31, 2011, there has been no Material Adverse Change.

SECTION 3.03. Litigation. Except as disclosed in note 11 of the audited annual consolidated financial statements of Harsco Corporation included in Harsco Corporation's Form 10-K for the fiscal year ended December 31, 2011, filed with the Securities and Exchange Commission, there are no legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries that is materially likely to be adversely determined and which, if adversely determined could (either individually or in the aggregate) have a Material Adverse Effect.

SECTION 3.04. No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent (that has not heretofore been obtained) under, the charter or by-laws of the Company, or any applicable law or regulation, or any order, writ, injunction or decree of any court or Governmental Authority, or any material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them or any of their assets or properties is bound or to which any of them is subject, or constitute a default under any such agreement or instrument.

SECTION 3.05. Action. The Company has all necessary corporate power, authority and legal right to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action on its part (including, without limitation, any required shareholder approvals); and this Agreement has been duly and validly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.06. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any securities exchange, are necessary for the execution, delivery or performance by the Company of this Agreement or for the legality, validity or enforceability hereof, other than authorizations, approvals, consents, and filings and registrations that have already been obtained prior to the date hereof.

SECTION 3.07. Use of Credit. None of the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of the Loans hereunder will be used to buy or carry any Margin Stock.

SECTION 3.08. ERISA. Each Plan, and, to the knowledge of the Company, each Multiemployer Plan, is in compliance in all material respects with, and has been administered in all material respects in compliance with, the applicable provisions of ERISA, the Code and any other Federal or state law, and, except as previously notified in writing in a notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders), no event or condition has occurred and is continuing as to which the Company would be under an obligation to furnish a report to the Lenders under Section 5.06 hereof.

SECTION 3.09. Taxes. As of the date hereof, Harsco Corporation and its Domestic Subsidiaries are members of an affiliated group of corporations filing a consolidated return for Federal income tax purposes, of which the Company is the “common parent” (within the meaning of Section 1504 of the Code) of such group. To the knowledge of the Company, the Company and its Subsidiaries have filed all Federal income tax returns and all other material tax returns that are required to be filed by them and have paid, accrued or reserved all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any of its Subsidiaries in accordance with GAAP. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Company, adequate. The Company has in the ordinary course of business given extensions or waivers of the statutes of limitations relating to payment of U.S. Federal taxes and relating to various state, local and foreign taxes or impositions, none of which might reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. Investment Company Act. Neither the Company nor any of its Subsidiaries is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.11. Material Agreements and Liens. (i) Part A of Schedule 3.11 hereto is a complete and correct list, as of the date hereof, of each credit agreement, loan agreement, indenture, guarantee, letter of credit or other arrangement providing for or otherwise relating to any Indebtedness or any extension of credit (or commitment for any extension of credit) to, or guaranteed by, the Company or any of its Subsidiaries, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$5,000,000, and the aggregate principal or face amount outstanding or that may become outstanding under each such arrangement is correctly described in Part A of such Schedule 3.11 hereto.

(b) Part B of Schedule 3.11 hereto is a complete and correct list, as of the date

hereof, of each Lien securing Indebtedness of any person, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$5,000,000 and covering any property of the Company or any of its Subsidiaries, and the aggregate Indebtedness secured (or that may be secured) by each such Lien and the property covered by each such Lien is correctly described in Part B of such Schedule 3.11 hereto.

SECTION 3.12. Environmental Matters. (i) Except as disclosed in the notes to the audited annual consolidated financial statements of Harsco Corporation included in Harsco Corporation's Form 10-K for the fiscal year ended December 31, 2011, filed with the Securities and Exchange Commission and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(b) Except as disclosed in writing to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders), there has been no change in the status of any matters relating to compliance with Environmental Laws that are disclosed in the notes to the audited annual consolidated financial statements of Harsco Corporation included in Harsco Corporation's Form 10-K for the fiscal year ended December 31, 2011, filed with the Securities and Exchange Commission that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

SECTION 3.13. Subsidiaries, etc. Set forth in Schedule 3.13 hereto is a complete and correct list, as of the date hereof, of all of the Subsidiaries of the Company, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each person holding ownership interests in such Subsidiary and (iii) the nature of the ownership interests held by each such person and the percentage of ownership of such Subsidiary represented by such ownership interests.

SECTION 3.14. True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Company to the Administrative Agent or any Lender in connection with the negotiation, preparation or delivery of this Agreement or included herein or delivered pursuant hereto, when taken as a whole, do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. All written information furnished after the date hereof by the Company and its Subsidiaries to the Administrative Agent and the Lenders in connection with this Agreement and the transactions contemplated hereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been disclosed herein or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Lenders (or to the Administrative Agent for distribution to the Lenders) for use in connection with the transactions contemplated hereby.

Part B. Representations and Warranties of the Approved Borrowers. Each Approved Borrower represents and warrants to each of the Lenders as set forth in Sections 3.15, 3.16, 3.17, 3.18 and 3.19 that:

SECTION 3.15. Corporate Existence of Approved Borrower. It and each of its Subsidiaries: (a) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a Material Adverse Effect.

SECTION 3.16. No Breach. None of the execution and delivery of its Designation Letter and this Agreement, the consummation of the transactions therein and herein contemplated and compliance with the terms and provisions thereof and hereof will conflict with or result in a breach of, or require any consent (that has not heretofore been obtained) under, the charter or bylaws or other organizational documents of such Approved Borrower, or any applicable law or regulation, or any order, writ, injunction or decree of any court or Governmental Authority or agency, or any material agreement or instrument to which such Approved Borrower or any of its Subsidiaries is a party or by which any of them or their assets or properties is bound or to which any of them is subject, or constitute a default under any such agreement or instrument.

SECTION 3.17. Action. Such Approved Borrower has all necessary corporate or other power and authority to execute, deliver and perform its obligations under its Designation Letter and this Agreement, and to perform its obligations hereunder and thereunder; the execution and delivery by such Approved Borrower of its Designation Letter and the performance by such Approved Borrower hereof and thereof have been duly authorized by all necessary corporate or other action on its part (including, without limitation, any required shareholder approvals); and its Designation Letter, when executed and delivered by such Approved Borrower, will constitute the legal, valid and binding obligation of such Approved Borrower, enforceable against such Approved Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.18. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by such Approved Borrower of its Designation Letter or this Agreement or for the validity or enforceability thereof, other than authorizations, approvals, consents, and filings and registrations that have already been obtained.

SECTION 3.19. Taxes on Payments of Approved Borrowers. Except as disclosed to the Lenders in writing prior to the delivery of such Approved Borrower's Designation Letter, there is no income, stamp or other tax of any country, or of any taxing authority thereof or therein, imposed by or in the nature of withholding or otherwise, which is

imposed on any payment to be made by such Approved Borrower pursuant hereto, or is imposed on or by virtue of the execution, delivery or enforcement of its Designation Letter or this Agreement.

ARTICLE IV

Conditions of Effectiveness and Lending

SECTION 4.01. Effective Date. The obligations of the Lenders under this Agreement shall not become effective until the date on which each of the following conditions shall have been satisfied (or waived in accordance with Section 10.08):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic mail transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received written opinions (each dated as of the Effective Date and addressed to the Administrative Agent and the Lenders) of (i) the general counsel of the Company, substantially in the form of Exhibit E-1 hereto and (ii) Jones Day, counsel for the Company, substantially in the form of Exhibit E-2 hereto. The Company hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of the Company, certified as of a recent date by the Secretary of State of Delaware, and a certificate as to the good standing of the Company as of a recent date, from the Secretary of State of Delaware; (ii) a certificate of the Secretary or Assistant Secretary of the Company dated the Effective Date certifying (A) that attached thereto is a true and complete copy of the by-laws of the Company as in effect on the Effective Date and at all times since a date prior to the date of the resolutions of the Company described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors of the Company authorizing the execution, delivery and performance of this Agreement and the borrowings hereunder by the Company, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation of the Company have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of the Company executing this Agreement or any other document delivered in connection herewith; (iii) a certificate of another officer of the Company as to the incumbency and signature of the Secretary or such Assistant Secretary of the Company executing the certificate pursuant to (ii) above; and (iv) such other documents as the Lenders or counsel for the Administrative Agent may reasonably request.

(d) The representations and warranties set forth in Article III hereof are true

and correct on and as of the Effective Date.

(e) No Event of Default or Default shall have occurred and be continuing on the Effective Date.

(f) The Administrative Agent shall have received a certificate of the Company, dated the Effective Date and signed by a Financial Officer of the Company, confirming compliance with the conditions precedent set forth in paragraphs (b) and (c) of Section 4.03.

(g) The Administrative Agent shall have received all fees and other amounts due and payable to the Administrative Agent or the Lenders on or prior to such date.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing and any other provision herein to the contrary, the obligations of the Lenders to make Loans to any Borrower hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.08) at or prior to 2:00 p.m., New York City time, on March 2, 2012 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. First Borrowing by Each Approved Borrower. On the date of any Approved Borrower's initial Borrowing hereunder, the obligations of the Lenders to make Loans to such Approved Borrower are subject to the satisfaction (or waiver in accordance with Section 10.08) of each of the conditions set forth in Section 4.01 and the following further conditions:

(a) The Administrative Agent shall have received a favorable written opinion of the general counsel of such Approved Borrower dated as of a recent date and addressed to the Lenders, to the effect set forth in Exhibit E-1 hereto, subject to necessary changes to reflect local law.

(b) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of such Approved Borrower, certified as of a recent date by the Secretary of State (or other appropriate Governmental Authority) of the state (or country) of its organization or such other evidence as is reasonably satisfactory to the Administrative Agent, and a certificate as to the good standing (or other analogous certification to the extent available) of such Approved Borrower as of a recent date, from such Secretary of State (or other appropriate Governmental Authority) or such other evidence reasonably acceptable to the Administrative Agent; (ii) a certificate of the Secretary or Assistant Secretary of such Approved Borrower dated the date on which such Loans are to be made and certifying (A) that attached thereto is a true and complete copy of the by-laws (or such other analogous documents to the extent available) of such Approved Borrower as in effect on the date of such certificate and at all times since a date prior to the date of the resolution of such Approved Borrower described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors of such Approved Borrower authorizing the execution, delivery and performance of the Designation Letter delivered by such Approved Borrower and the borrowings hereunder by such Approved

Borrower, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation (or other analogous documents) of such Approved Borrower have not been amended since the date of the last amendment thereto shown on the certificate of good standing (or other analogous certification or such other evidence reasonably acceptable to the Administrative Agent) furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of such Approved Borrower executing the Designation Letter delivered by such Approved Borrower or any other document delivered in connection herewith or therewith; (iii) a certificate of another officer of such Approved Borrower as to the incumbency and signature of the Secretary or such Assistant Secretary of such Approved Borrower executing the certificate pursuant to (ii) above; and (iv) such other documents as the Lenders or counsel for the Administrative Agent, may reasonably request.

(c) The Administrative Agent shall have received (with sufficient copies for each Lender) a Designation Letter, duly executed by such Approved Borrower and the Company and acknowledged by the Administrative Agent.

(d) The Administrative Agent shall have received certificates of each of the Company and the applicable Approved Borrower, dated such date and signed, in the case of the Company, by a Financial Officer of the Company, and in the case of any Borrower other than the Company, a Responsible Officer of such Borrower, confirming compliance with the conditions precedent set forth in paragraphs (b) and (c) of Section 4.03.

(e) To the extent required, the Company and/or such Approved Borrower shall have executed and delivered one or more Revolving Notes to each Lender that has requested delivery of the same pursuant to Section 2.24.

(f) The Administrative Agent shall have received such other documents or information as the Administrative Agent may reasonably require, including any documents or information requested by any Lender through the Administrative Agent (such as documents or information in connection with any Lender's "know your customer" requirements), so long as the Administrative Agent shall have requested such documents or information a reasonable period of time prior to such date.

Upon the satisfaction of the conditions precedent set forth in this Section 4.02, such Approved Borrower shall become a Borrower hereunder with the same force and effect as if originally named as a Borrower hereunder. The rights and obligations of each Borrower hereunder shall remain in full force and effect notwithstanding the addition of any new Borrower as a party to this Agreement.

SECTION 4.03. All Borrowings. On the date of each Borrowing (it being understood that a continuation, conversion or other change in interest rate pursuant to Section 2.05 shall not be subject to this Section 4.03), the obligations of the Lenders to make the Loans comprising such Borrowing are subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.03 or Section 2.04, as applicable.

(b) The representations and warranties set forth in Article III hereof shall be

true and correct in all material respects on and as of the date of such Borrowing with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date; provided, however, that no representation as to either (i) the absence of any Material Adverse Change in the financial condition of the Company, as provided in the last sentence of Section 3.02, or (ii) the absence of any pending or threatened legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, that could have a Material Adverse Effect on the Company, as provided in Section 3.03, shall be required as a condition to any Borrowing following the Effective Date.

(c) Each Borrower shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and at the time of and immediately after giving effect to such Borrowing no Event of Default or Default shall have occurred and be continuing.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrowers on the date of such Borrowing as to the matters specified in paragraphs (b) and (c) of this Section 4.03.

ARTICLE V

Affirmative Covenants

The Company covenants and agrees with each Lender and the Administrative Agent that, so long as this Agreement shall remain in effect or the principal of or interest on any Loan, any Fees or any other expenses or amounts payable under any Loan Document shall be unpaid, unless the Required Lenders shall otherwise consent in writing, the Company will, and will cause each of its Subsidiaries to:

SECTION 5.01. Existence; Businesses and Properties. (i) Preserve and maintain its corporate existence, rights (charter and statute) and material franchises, except as otherwise permitted by Section 6.03 and except pursuant to a Permitted Reorganization; provided, however, that the Company shall not be required to preserve any such right or franchise if (i) the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and (ii) the loss of any such right or franchise is not disadvantageous in any material respect to the Lenders.

(b) Comply in all material respects with all applicable laws, rules, regulations and orders (including, without limitation, laws requiring payment of all taxes, assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith by appropriate proceedings) and all Environmental Laws except where the failure to so comply would not result in a Material Adverse Change.

(c) Maintain and preserve all of its properties which are used in the conduct of its business in good working order and condition, ordinary wear and tear excepted, to the extent that any failure to do so would result in a Material Adverse Change and except for dispositions

thereof permitted by Section 6.03 or dispositions pursuant to a Permitted Reorganization.

SECTION 5.02. Insurance. Maintain insurance with financially sound and reputable insurance companies (which insurance companies shall, in any event, have an A.M. Best rating of “B+” or better), and with respect to property and risks of a character usually maintained by corporations engaged in the same or similar business similarly situated, against loss, damage and liability of the kinds and in the amounts customarily maintained by such corporations.

SECTION 5.03. Obligations and Taxes. Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might give rise to a Lien upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and the Company shall have set aside on its books adequate reserves with respect thereto.

SECTION 5.04. Financial Statements, Reports, etc. In the case of the Company, furnish to the Administrative Agent:

(a) within 65 days after the end of each fiscal year, its consolidated balance sheets and related statements of income, changes in stockholders’ equity and cash flows, showing the financial condition of the Company and its Subsidiaries as of the close of such fiscal year and the results of its operations and the operations of its Subsidiaries during such year, all audited by PricewaterhouseCoopers LLP or other independent public accountants of recognized national standing acceptable to the Required Lenders and accompanied by an opinion of such accountants (which shall not be qualified in any material respect) to the effect that such consolidated financial statements fairly present the financial condition and results of operations of the Company on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, its consolidated balance sheets and related statements of income and cash flows, showing the financial condition of the Company and its Subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of its Subsidiaries during such fiscal quarter and the then elapsed portion of such fiscal year, all certified by one of its Financial Officers as fairly presenting the financial condition and results of operations of the Company on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments;

(c) concurrently with any delivery of financial statements under (a) or (b) above, a certificate of the accounting firm or Financial Officer opining on or certifying such statements (which certificate, when furnished by an accounting firm, may be limited to accounting matters and disclaim responsibility for legal interpretations) (i) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken

with respect thereto and (ii) setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the covenants contained in Sections 6.06, 6.07 and 6.08;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials (other than materials ministerial or administrative in nature) filed by it with the Securities and Exchange Commission, or any Governmental Authority succeeding to any of or all the functions of such Commission, or distributed to its shareholders, as the case may be; and

(e) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

Documents required to be delivered under this Section 5.04 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the earliest date on which such documents are posted on, or a link to such documents is provided on (i) the Company's website on the internet at www.harsco.com, (ii) the website of the U.S. Securities and Exchange Commission or (iii) the Platform.

SECTION 5.05. Litigation and Other Notices. Furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority, against the Company or any Affiliate thereof which, if adversely determined, could reasonably be expected to result in a Material Adverse Change; and

(c) any other development that has resulted in, or could reasonably be anticipated to result in, a Material Adverse Change.

SECTION 5.06. ERISA. (i) Comply in all material respects with the applicable provisions of ERISA and the Code and (b) furnish to the Administrative Agent and each Lender (i) as soon as possible, and in any event within 30 days after any Responsible Officer of the Company or any ERISA Affiliate either knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of the Company to the PBGC in an aggregate amount exceeding \$5,000,000, a statement of a Financial Officer setting forth details as to such Reportable Event and the action proposed to be taken with respect thereto, together with a copy of the notice, if any, of such Reportable Event given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice the Company or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) or to appoint a trustee to administer any Plan or Plans, and (iii) within 10 days after the due date for filing with the PBGC of a notice of failure

to make a required installment or other payment with respect to a Plan, a statement of a Financial Officer setting forth details as to such failure and the action proposed to be taken with respect thereto, together with a copy of such notice given to the PBGC.

SECTION 5.07. Maintaining Records. Maintain all financial records in accordance with GAAP and unless protected by attorney-client privilege permit any representatives designated by any Lender, upon reasonable request, to examine and make abstracts from the records and books of account of, and visit the properties of, the Company or any of its Subsidiaries, and to discuss the affairs, finances and condition of the Company or any Subsidiary with the officers thereof and independent accountants therefor all upon reasonable notice, at such reasonable times and as often as may reasonably be desired, provided that all non-public information obtained by any such Lender pursuant to this Agreement and/or the other Loan Documents shall be treated as confidential in accordance with Section 10.19.

SECTION 5.08. Use of Proceeds. Use the proceeds of the Loans only for the purposes set forth in the preamble to this Agreement.

SECTION 5.09. Subsidiary Guarantors. The Company shall, on and after the date, if any, that the Subsidiary Guaranty is required to be executed and delivered pursuant to Schedule 10.21 hereto, cause each Operating Subsidiary to become a party to the Subsidiary Guaranty by executing and delivering the Subsidiary Guaranty or, if applicable, a supplement thereto in the form of Exhibit A to the Subsidiary Guaranty.

ARTICLE VI

Negative Covenants

The Company covenants and agrees with each Lender and the Administrative Agent that, so long as this Agreement shall remain in effect or the principal of or interest on any Loan, any Fees or any other expenses or amounts payable under any Loan Document shall be unpaid, unless the Required Lenders shall otherwise consent in writing, the Company will not, and will not cause or permit any of its Subsidiaries to:

SECTION 6.01. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens in existence on the date hereof and listed in Part B of Schedule 3.11 hereto;

(b) Liens imposed by any Governmental Authority for taxes, assessments or charges not yet due or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Company or the affected Subsidiaries, as the case may be, in accordance with GAAP;

(c) carriers', warehousemen's, mechanics', materialmen's, repairmen's or

other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings and Liens securing judgments but only to the extent for an amount and for a period not resulting in an Event of Default under Article VII clause (i) hereof;

(d) pledges or deposits under worker's compensation, unemployment insurance and other social security legislation;

(e) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, easements, licenses, restrictions on the use of property or minor imperfections in title thereto that, in the aggregate, are not material in amount, and that do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Company or any of its Subsidiaries;

(g) Liens on property of any person that becomes a Subsidiary of the Company after the date of this Agreement; provided that such Liens are in existence at the time such person becomes a Subsidiary of the Company and were not created in anticipation thereof;

(h) Liens upon real and/or tangible personal property acquired after the date hereof (by purchase, construction or otherwise) by the Company or any of its Subsidiaries, each of which Liens either (A) existed on such property before the time of its acquisition and was not created in anticipation thereof or (B) was created solely for the purpose of securing Indebtedness representing, or incurred to finance, refinance or refund, the cost (including the cost of construction and any transaction costs related to such acquisition or financing, refinancing or refunding) of such property; provided that no such Lien shall extend to or cover any property of the Company or such Subsidiary other than the property so acquired and improvements thereon;

(i) additional Liens upon real and/or personal property created after the date hereof; provided that the aggregate Indebtedness secured thereby and incurred on and after the date hereof shall not exceed \$25,000,000 in the aggregate at any one time outstanding; and

(j) any extension, renewal or replacement of any of the foregoing; provided that the Liens permitted hereunder shall not be spread to cover any additional Indebtedness or property (other than a substitution of like property).

SECTION 6.02. Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (such an arrangement, a "Sale and Lease-Back Transaction"), other than (i) Sale and Lease-Back Transactions entered into in connection with the financing of aircraft to be used in connection with the Company's business capitalized on the books of the Company or treated as operating leases if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$25,000,000 in

aggregate amount at any time outstanding, (ii) Sale and Lease-Back Transactions (other than a Sale and Lease-Back Transaction permitted by clause (i) above) relating to the Company's principal executive offices located as of the date of this Agreement at 350 Poplar Church Road, Camp Hill, Pennsylvania 17011, capitalized on the books of the Company or treated as operating leases if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$10,000,000 in aggregate amount at any time outstanding, (iii) Sale and Lease-Back Transactions capitalized on the books of the Company or treated as operating leases (other than a Sale and Lease-Back Transaction permitted by clauses (i) or (ii) above) if the aggregate sale price of all such Sale and Lease-Back Transactions under this clause (iii) does not exceed \$25,000,000 in aggregate amount at any time outstanding and (iv) Sale and Lease-Back Transactions entered into between any of Harsco Corporation, the New Parent and/or any direct or indirect wholly-owned subsidiary of the New Parent, in each case, pursuant to a Permitted Reorganization.

SECTION 6.03. Mergers, Sales of Assets, etc. (i) In the case of the Company, consolidate or merge with or into any other corporation or convey, transfer or lease its properties and assets substantially as an entirety to any person, other than any of the foregoing transactions effectuated pursuant to a Permitted Reorganization, unless:

(ii) the Company is the surviving corporation or the corporation formed by such consolidation or merger or the person which acquires by conveyance or transfer, or which leases, the properties and assets of the Company substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume, by an agreement supplemental hereto, executed and delivered to each other party hereto, in form satisfactory to the Administrative Agent, the due and punctual payment of the principal of and interest on the Loans and all other obligations of the Company under the Loan Documents and the performance or observance of every covenant of this Agreement on the part of the Company to be performed or observed;

(iii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(iv) the Company shall have delivered to the Administrative Agent an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance, transfer or lease and such supplemental agreement comply with this paragraph (a) and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) In the case of any Borrower (other than the Company), consolidate or merge with or into any other corporation or convey, transfer or lease its properties and assets substantially as an entirety to any person, other than any of the foregoing transactions effectuated pursuant to a Permitted Reorganization, unless

(i) in the case of consolidation or merger, such Borrower is the surviving corporation;

(ii) in the case of a consolidation or merger where such Borrower is not the surviving corporation or in the case of the conveyance, transfer or lease of such

Borrower's properties and assets substantially as an entirety;

- (A) the surviving corporation or transferee/lessee is another Borrower or a Subsidiary Guarantor and such other Borrower or such Subsidiary Guarantor, as applicable, expressly assumes, by an agreement supplemental hereto, executed and delivered to each other party hereto, in form and substance satisfactory to the Administrative Agent, the due and punctual payment of the principal of and interest on the Loans and all other obligations of such Borrower under the Loan Documents and the performance or observance of every covenant of this Agreement on the part of such Borrower to be performed or observed;
- (B) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and
- (C) the Company shall have delivered to the Administrative Agent an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance, transfer or lease and such supplemental agreement comply with this paragraph (b) and that all conditions precedent herein provided for relating to such transaction have been complied with; or

(iii) prior to the consummation of such transaction, either (A) such Borrower shall have repaid the principal amount of all Loans made to such Borrower, together with accrued interest thereon, and all other amounts then owing by such Borrower under the Loan Documents or (B) so long as immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing, the Company shall have expressly assumed, by an agreement supplemental hereto, executed and delivered to each other party hereto, in form and substance satisfactory to the Administrative Agent, the due and punctual payment of the principal of and interest on the Loans and all other obligations of such Borrower under the Loan Documents and the performance or observance of every covenant of this Agreement on the part of such Borrower to be performed or observed.

(c) Except as contemplated by a Permitted Reorganization or as otherwise provided in paragraph (b) above, upon any consolidation by any Borrower with or merger by any Borrower into any other corporation or any conveyance, transfer or lease of the properties and assets of any Borrower substantially as an entirety in accordance with paragraph (a) or (b) above, the successor corporation formed by such consolidation or into which such Borrower is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the applicable Borrower under the Loan Documents with the same effect as if such successor corporation had been named as a Borrower herein, and thereafter, the predecessor corporation shall be relieved of all obligations and covenants under the Loan Documents.

SECTION 6.04. Lines of Business; Fiscal Year. Engage or invest in operations engaging to any substantial extent in any line or lines of business activity other than

the business of manufacturing, providing, distributing and selling such diverse goods and industrial services, principally for industrial, commercial, construction and defense applications, the same or similar to those goods and services as are manufactured, provided, distributed and sold by the Company on the date hereof and business activities reasonably related, ancillary, similar or supportive thereto. In the case of the Company, change its fiscal year end from that in effect at December 31, 2010.

SECTION 6.05. Transactions with Affiliates. Other than pursuant to a Permitted Reorganization, sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except that as long as no Default or Event of Default shall have occurred and be continuing, the Company or any Subsidiary may engage in any of the foregoing transactions in the ordinary course of business at prices and on terms and conditions not less favorable to the Company or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties.

SECTION 6.06. Total Debt to Total Capital Ratio. The Company will not permit the ratio of Total Debt to Total Capital at any time on or after the date hereof to exceed the ratio 0.60 to 1.00.

SECTION 6.07. Subsidiary Debt. The Company will not at any time permit Subsidiary Consolidated Indebtedness to exceed 10% of Consolidated Tangible Assets.

SECTION 6.08. Total Consolidated EBITDA to Consolidated Interest Charges Ratio. The Company will not permit the ratio of Consolidated EBITDA to Consolidated Interest Charges at any time on or after the date hereof to be less than the ratio 3.00 to 1.00.

ARTICLE VII

Events of Default

In case of the happening of any of the following events ("Events of Default"):

(a) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue

unremedied for a period of five days;

(d) default shall be made in the due observance or performance by any of the Borrowers or any Subsidiary of any covenant, condition or agreement contained in Section 5.01(a) or 5.05 or in Article VI;

(e) default shall be made in the due observance or performance by any of the Borrowers or any Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or any Lender to the Company;

(f) (i) the Company or any Subsidiary shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness in a principal amount in excess of (I) \$20,000,000, in the case of any single obligation, or (II) \$20,000,000, in the case of all obligations in the aggregate, in each case, when and as the same shall become due and payable, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any Indebtedness in an aggregate principal amount in excess of \$20,000,000 and such failure shall continue beyond any applicable grace period; or (ii) Indebtedness of the Company and its Subsidiaries, or any of them, in a principal amount in excess of (A) \$20,000,000, in the case of any single obligation, or (B) \$20,000,000, in the case of all obligations in the aggregate, shall be declared due and payable or required to be prepaid prior to its stated maturity;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of any Borrower or any Material Subsidiary, or of a substantial part of the property or assets of any Borrower or Material Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal or state bankruptcy, insolvency, receivership or similar law (or similar statute or law in any other jurisdiction), (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Material Subsidiary or for a substantial part of the property or assets of any Borrower or any Material Subsidiary or (iii) the winding-up or liquidation of any Borrower, any Material Subsidiary; and such proceeding or petition shall continue undismissed for 45 days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) any Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal or state bankruptcy, insolvency, receivership or similar law (or similar statute or law in any other jurisdiction), (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (g) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Material Subsidiary or for a substantial part of the property or assets of any Borrower or any Material Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;

(i) one or more judgments for the payment of money in an aggregate amount in excess of \$20,000,000 (exclusive of amounts fully covered by insurance where the insurer has admitted liability in respect of such judgment) shall be rendered against any Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which 60 days execution shall not be effectively stayed, or otherwise being appropriately contested in good faith, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of any Borrower or any Subsidiary to enforce any such judgment;

(j) a Reportable Event or Reportable Events, or a failure to make a contribution payment (within the meaning of Section 430(k)(1) of the Code as in effect on the date of this Agreement), shall have occurred with respect to any Plan or Plans that reasonably could be expected to result in liability of any Borrower or any Subsidiary Guarantor to the PBGC or to a Plan in an aggregate amount exceeding \$10,000,000 and, within 30 days after the reporting of any such Reportable Event to the Administrative Agent or after the receipt by the Administrative Agent of the statement required pursuant to Section 5.06, the Administrative Agent shall have notified the Company in writing that (i) the Required Lenders have made a determination that, on the basis of such Reportable Event or Reportable Events or the failure to make a required payment, there are reasonable grounds (A) for the termination of such Plan or Plans by the PBGC, (B) for the appointment by the appropriate United States District Court of a trustee to administer such Plan or Plans or (C) for the imposition of a lien in favor of a Plan and (ii) as a result thereof an Event of Default exists hereunder; or a trustee shall be appointed by a United States District Court to administer any such Plan or Plans; or the PBGC shall institute proceedings to terminate any Plan or Plans;

(k) the Guarantor's guarantee hereunder or any Subsidiary Guarantor's guarantee under the Subsidiary Guaranty shall become ineffective for any reason or the Guarantor shall deny its obligations as a guarantor hereunder in writing or any Subsidiary Guarantor shall deny its obligations as a guarantor under the Subsidiary Guaranty in writing; or

(l) there shall have occurred a Change in Control;

then, and in every such event (other than an event with respect to a Borrower described in paragraph (g) or (h) above), and at any time thereafter during the continuance of such event, the Administrative Agent, with the consent of the Required Lenders, may, or at the request of the Required Lenders, shall, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any event with respect to a Borrower described in paragraph (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice

of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Appointment and Authority. Each Lender hereby irrevocably appoints Citibank, N.A. to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Borrower shall have rights as a third party beneficiary of any of such provisions.

SECTION 8.02. Administrative Agent Individually. (a) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

(a) Each Lender understands that the Person serving as Administrative Agent, acting in its individual capacity, and its Affiliates (collectively, the "Agent's Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 8.02 as "Activities") and may engage in the Activities with or on behalf of one or more of the Borrowers or their respective Affiliates. Furthermore, the Agent's Group may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Borrowers and their Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in any Borrower or their respective Affiliates), including trading in or holding long, short or derivative positions in securities, loans or other financial products of one or more of the Borrowers or their Affiliates. Each Lender understands and agrees that in engaging in the Activities, the Agent's Group may receive or otherwise obtain information concerning the Borrowers or their Affiliates (including information concerning the ability of the Borrowers to perform their respective obligations hereunder and under the other Loan Documents) which information may not be available to any of the Lenders that are not members of the Agent's Group. None of the Administrative Agent nor any member of the Agent's Group shall have any duty to disclose to any Lender or use on behalf of the Lenders, and shall not be liable for the failure to so disclose or use, any information whatsoever about or

derived from the Activities or otherwise (including any information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Borrower or any Affiliate of any Borrower) or to account for any revenue or profits obtained in connection with the Activities, except that the Administrative Agent shall deliver or otherwise make available to each Lender such documents as are expressly required by any Loan Document to be transmitted by the Administrative Agent to the Lenders.

(b) Each Lender further understands that there may be situations where members of the Agent's Group or their respective customers (including the Borrowers and their Affiliates) either now have or may in the future have interests or take actions that may conflict with the interests of any one or more of the Lenders (including the interests of the Lenders hereunder and under the other Loan Documents). Each Lender agrees that no member of the Agent's Group is or shall be required to restrict its activities as a result of the Person serving as Administrative Agent being a member of the Agent's Group, and that each member of the Agent's Group may undertake any Activities without further consultation with or notification to any Lender. None of (i) this Agreement nor any other Loan Document, (ii) the receipt by the Agent's Group of information (including Information) concerning the Borrowers or their Affiliates (including information concerning the ability of the Borrowers to perform their respective obligations hereunder and under the other Loan Documents) nor (iii) any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) owing by the Administrative Agent or any member of the Agent's Group to any Lender including any such duty that would prevent or restrict the Agent's Group from acting on behalf of customers (including the Borrowers or their Affiliates) or for its own account.

SECTION 8.03. Duties of Administrative Agent; Exculpatory Provisions. (a) The Administrative Agent's duties hereunder and under the other Loan Documents are solely ministerial and administrative in nature and the Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or any of its Affiliates to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any bankruptcy, insolvency or other similar law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any bankruptcy, insolvency or other similar law.

(a) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary), under the circumstances as provided in Sections 10.04 or Article VII or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or the event or events that give or may give rise to any Default unless and until any Borrower or any Lender shall have given notice

to the Administrative Agent describing such Default and such event or events.

(b) Neither the Administrative Agent nor any member of the Agent's Group shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Agreement or any other Loan Document or the information memorandum, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, or instrument or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(c) Nothing in this Agreement or any other Loan Document shall require the Administrative Agent or any of its Related Parties to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Administrative Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Administrative Agent or any of its Related Parties.

SECTION 8.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless an officer of the Administrative Agent responsible for the transactions contemplated hereby shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.05. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Each such sub agent and the Related Parties of the Administrative Agent and each such sub agent shall be entitled to the benefits of all provisions of this Article VIII and Section 10.05 (as though such sub-agents were the "Administrative Agent" under the Loan Documents) as if set forth in full herein with respect thereto.

SECTION 8.06. Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lender and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank with an office in New York, New York. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (such 30-day period, the “Lender Appointment Period”), then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. In addition and without any obligation on the part of the retiring Administrative Agent to appoint, on behalf of the Lenders, a successor Administrative Agent, the retiring Administrative Agent may at any time upon or after the end of the Lender Appointment Period notify the Company and the Lenders that no qualifying Person has accepted appointment as successor Administrative Agent and the effective date of such retiring Administrative Agent’s resignation which effective date shall be no earlier than three business days after the date of such notice. Upon the resignation effective date established in such notice and regardless of whether a successor Administrative Agent has been appointed and accepted such appointment, the retiring Administrative Agent’s resignation shall nonetheless become effective and (i) the retiring Administrative Agent shall be discharged from its duties and obligations as Administrative Agent hereunder and under the other Loan Documents and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this paragraph. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties as Administrative Agent of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations as Administrative Agent hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent’s resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.05 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

SECTION 8.07. Non-Reliance on Administrative Agent and Other Lenders. Each Lender confirms to the Administrative Agent, each other Lender and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Administrative Agent, any other Lender or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making Loans and other extensions of credit hereunder and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making Loans hereunder is suitable and appropriate for it.

(b) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Loan Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, any other Lender or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, any other Lender or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Loan Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrowers and the Subsidiary Guarantors;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and each other Loan Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Loan and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition;

(iv) the adequacy, accuracy and/or completeness of the information memorandum and any other information delivered by the Administrative Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement or any other Loan Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document.

SECTION 8.08. Indemnification. Each Lender shall, ratably in accordance with its Commitment (determined at the time such indemnity is sought), indemnify the Administrative Agent in its capacity as Administrative Agent (to the extent not reimbursed by the Borrowers) against any cost, expense (including reasonable counsel fees and disbursements), loss (except any loss in respect of any fee arrangement between the Company and the Administrative Agent to which each Lender is not a party) or liability (except such as result from the Administrative Agent's gross negligence or willful misconduct) that the Administrative Agent may suffer or incur in connection with the Loan Documents or any action taken or omitted by the Administrative Agent thereunder.

SECTION 8.09. No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Persons acting as Syndication Agent, Documentation Agents, Bookrunners or Arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or as a Lender hereunder.

SECTION 8.10. Releases. Each of the Lenders hereby directs the Administrative Agent, at its option and in its discretion, (a) to release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty pursuant to Section 11(b) of the Subsidiary Guaranty and (b) deliver the release documentation contemplated by paragraph 4 of Schedule 10.21 hereto.

ARTICLE IX

Guarantee

SECTION 9.01. Guarantee. The Guarantor hereby guarantees to each Lender and the Administrative Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the principal of and interest on the Loans made by the Lenders to any Approved Borrower and all other amounts from time to time owing to the Lenders or the Administrative Agent by any Approved Borrower under this Agreement or pursuant to its Designation Letter, strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). The Guarantor hereby further agrees that if any Approved Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, the Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 9.02. Obligations Unconditional. The obligations of the Guarantor under Section 9.01 hereof are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of any Approved Borrower under this Agreement or any other agreement or instrument referred to herein or therein (including, without limitation, any Designation Letter), or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any law, regulation, decree or order of any jurisdiction, or any other event, affecting any term of any Guaranteed Obligations, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 9.02 that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:

- (i) at any time or from time to time, without notice to the Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;
- (ii) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein or therein shall be done or omitted;

or

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with.

The Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against any Approved Borrower under this Agreement or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations.

SECTION 9.03. Reinstatement. The obligations of the Guarantor under this Article IX shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Approved Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise and the Guarantor agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, fees of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration.

SECTION 9.04. Subrogation. The Guarantor hereby irrevocably waives all rights of subrogation or contribution, whether arising by operation of law (including, without limitation, any such right arising under Title 11 of the United States Code) or otherwise, by reason of any payment by it pursuant to the provisions of this Article IX and further agrees that for the benefit of each of its creditors (including, without limitation, each Lender and the Administrative Agent) that any such payment by it of the Guaranteed Obligations of any Approved Borrower shall constitute a contribution of capital by the Guarantor to such Approved Borrower.

SECTION 9.05. Remedies. The Guarantor agrees that, as between the Guarantor and the Lenders, the obligations of any Approved Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article VII hereof (and shall be deemed to have become automatically due and payable in the circumstances provided in said Article VII) for purposes of Section 9.01 hereof notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against any Approved Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such Approved Borrower) shall forthwith become due and payable by the Guarantor for purposes of such Section 9.01.

SECTION 9.06. Continuing Guarantee. The guarantee in this Article IX is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

ARTICLE X

#PageNum#

Miscellaneous

SECTION 10.01. Notices. (a) Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

- (i) if to the Company, to it at 350 Poplar Church Road, Camp Hill, Pennsylvania 17011, Attention: Assistant Treasurer (Facsimile No. 717-763-6409), with a copy to the General Counsel (Facsimile No. 717-763-6402);
 - (ii) if to an Approved Borrower, to it at its address as set forth in its Designation Letter;
 - (iii) if to the Administrative Agent, to the Administrative Agent's Office;
 - (iv) if to a Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto; and
- or, if to any of (i), (ii), (iii) or (iv), at such other address or facsimile number as the applicable party may designate from time to time in a written notice to the Company and the Administrative Agent.

(b) All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given, if received during the recipient's normal business hours, (i) on the date of receipt if delivered by hand or overnight courier service or sent by telecopy, (ii) on the date of transmission if sent by electronic mail or through the Internet or (iii) on the date five Business Days after dispatch by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 10.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 10.01.

(c) Each Borrower hereby agrees that, unless otherwise requested by the Administrative Agent, it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any default or event of default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an

electronic/soft medium (provided such Communications contain any required signatures) in a format reasonably acceptable to the Administrative Agent to oploanswebadmin@citigroup.com (or such other e-mail address designated by the Administrative Agent from time to time in a written notice to the Company). The Administrative Agent and each Lender hereby agrees that, notwithstanding any other provision hereof, any Communication delivered by any Borrower pursuant to this paragraph shall be deemed to have been delivered in accordance with this Agreement.

(d) Each party hereto agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on DebtDomain or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"). Nothing in this Section 10.01 shall prejudice the right of the Administrative Agent to make the Communications available to the Lenders in any other manner specified in this Agreement.

(e) Each Borrower hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to any Borrower or its securities) (each, a "Public Lender"). The Company hereby agrees that (i) Communications that are to be made available on the Platform to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Communications "PUBLIC," each Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to each Borrower or its securities for purposes of United States Federal and state securities laws, (iii) all Communications marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Administrative Agent shall be entitled to treat any Communications that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(f) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of this Agreement. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time to ensure that the Administrative Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(g) Each party hereto agrees that any electronic communication referred to in this Section 10.01 shall be deemed delivered upon the posting of a record of such communication (properly addressed to such party at the e-mail address provided to the Administrative Agent) as "sent" in the e-mail system of the sending party or, in the case of any such communication to the Administrative Agent, upon the posting of a record of such communication as "received" in the e-mail system of the Administrative Agent; provided that if such communication is not so received by the Administrative Agent during the normal business hours of the Administrative Agent, such communication shall be deemed delivered at the opening of business on the next

Business Day for the Administrative Agent.

(h) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Communications and the Platform are provided “as is” and “as available,” (iii) none of the Administrative Agent, its affiliates nor any of their respective officers, directors, employees, agents, advisors or representatives (collectively, the “Citigroup Parties”) warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Citigroup Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Citigroup Party in connection with any Communications or the Platform.

SECTION 10.02. Survival of Agreement. All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 10.03. Binding Effect. This Agreement shall become effective when it shall have been executed by the Company and the Administrative Agent and when the Administrative Agent shall have received copies hereof which, when taken together, bear the signatures of each Lender, and thereafter shall be binding upon and inure to the benefit of the Borrowers, the Administrative Agent and each Lender and their respective successors and assigns, except that, other than an assignment by the Company to the New Parent pursuant to the New Parent Assignment and Assumption Agreement, the Borrowers shall not have the right to assign rights hereunder or any interest herein without the prior consent of all the Lenders.

SECTION 10.04. Successors and Assigns. (i) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrowers, the Administrative Agent or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided, however, that (i) the Administrative Agent and, except in the case of an assignment to a Lender or an Affiliate of such Lender, the Company, must give their prior written consent to such assignment (which consent shall not be unreasonably withheld and in the case of the Company, shall not be required during the continuation of an Event of Default); provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the

Administrative Agent within 10 Business Days after having received notice thereof, (ii) each such assignment shall be of a constant, and not a varying, percentage of all the assigning Lender's rights and obligations under this Agreement, (iii) the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 (or, if smaller, such Lender's remaining Commitment) and the amount of the Commitment of such Lender remaining after such assignment shall not be less than \$5,000,000 or shall be zero, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, and a processing and recordation fee of \$3,500, (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, and (vi) no assignment to the Company or any Affiliate of the Company shall be permitted without the prior written consent of each Lender. Upon acceptance and recording pursuant to paragraph (e) of this Section 10.04, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five Business Days after the execution thereof, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto (but shall continue to be entitled to the benefits of Sections 2.13, 2.15, 2.19, 2.22 and 10.05, as well as to any Fees accrued for its account hereunder and not yet paid)). Notwithstanding the foregoing, any Lender assigning its rights and obligations under this Agreement may retain any Competitive Loans made by it outstanding at such time, and in such case shall retain its rights hereunder in respect of any Loans so retained until such Loans have been repaid in full in accordance with this Agreement.

No assignment will be made to any Defaulting Lender or any of its respective subsidiaries, or any person who, upon becoming a Lender hereunder, would constitute any Defaulting Lender or any of its respective subsidiaries. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment will be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Company and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest will be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with

each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment, if any, and the outstanding balances of its Standby Loans and Competitive Loans, if any, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Acceptance, (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or the financial condition of the Company or any Subsidiary or the performance or observance by any Borrower or any Subsidiary Guarantor of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error and the Borrowers, the Administrative Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Company and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above and, if required, the written consent of the Company and the Administrative Agent to such assignment, the Administrative Agent shall (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Lenders.

(f) Upon giving written notice to the Company, each Lender may without the consent of the Company or the Administrative Agent sell participations to one or more banks or other entities (other than the Company or an Affiliate of the Company, unless prior consent

thereto has been given to the Company in writing by each Lender) in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.13, 2.15, 2.19 and 2.22 to the same extent as if they were Lenders and (iv) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing any fees payable hereunder or the amount of principal of or the rate at which interest is payable on the Loans, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans or changing or extending the Commitments).

(g) Any Lender or participant may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 10.04, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrowers or the Subsidiary Guarantors furnished to such Lender by or on behalf of the Borrowers or the Subsidiary Guarantors; provided that, prior to any such disclosure of information designated by the Company as confidential, each such assignee or participant or proposed assignee or participant shall execute an agreement whereby such assignee or participant shall agree (subject to customary exceptions) to preserve the confidentiality of such confidential information. It is understood that confidential information relating to the Borrowers or the Subsidiary Guarantors would not ordinarily be provided in connection with assignments or participations of Competitive Loans.

(h) Any Lender may at any time assign as security all or any portion of its rights under this Agreement, including to a Federal Reserve Bank or other central banking authority; provided that no such assignment shall release a Lender from any of its obligations hereunder.

(i) The Borrowers shall not assign or delegate any of their rights or duties hereunder, except as permitted by Section 6.03; provided that Harsco Corporation may assign its rights and duties hereunder to the New Parent pursuant to the New Parent Assignment and Assumption Agreement.

SECTION 10.05. Expenses; Indemnity. (i) Each Borrower agrees to pay all reasonable and properly documented out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby contemplated shall be consummated) or incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made hereunder, including the reasonable fees, charges and disbursements of Chadbourne & Parke LLP, counsel for the Administrative Agent, and, in connection with any such amendment, modification or waiver or any such enforcement or protection, the reasonable

fees, charges and disbursements of any other counsel for the Administrative Agent or any Lender. Each Borrower further agrees that it shall indemnify the Lenders from and hold them harmless against any documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or any of the other Loan Documents.

(b) Each Borrower agrees to indemnify the Administrative Agent, each Lender, any of their respective Affiliates that have made Loans as provided in Section 2.02(b) and the respective directors, officers, employees and agents of the foregoing persons (each such person being called an “Indemnitee”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the transactions contemplated thereby, (ii) the actual or proposed use of the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether commenced by a Borrower, any of its Affiliates or any other person and whether or not any Indemnitee is a party thereto or (iv) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower or its Subsidiaries, or any Environmental Liability related in any way to the Borrower or its subsidiaries; provided that the indemnity set forth in this Section 10.05(b) shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses either (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee or any of its Affiliates or (y) resulted from the breach by such Indemnitee or any of its Affiliates of any of such person’s agreements under this Agreement or any other Loan Document (other than unintentional breaches that are corrected promptly after such Indemnitee becomes aware that it is in breach).

(c) To the fullest extent permitted by applicable law, the Borrowers shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in Section 10.05(b) shall be liable for any damages arising from the use by unintended or unauthorized recipients of any information or other materials distributed by it through telecommunications, electronic or other similar information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) The provisions of this Section 10.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 10.05 shall be payable on written demand therefor.

SECTION 10.06. Right of Setoff. If an Event of Default shall have occurred

and be continuing, each Lender (and any of its Affiliates) is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender (or any of its Affiliates) to or for the credit or the account of any Borrower against any of and all the obligations of such Borrower now or hereafter existing under this Agreement and other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured; provided that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off will be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.25 and, pending such payment, will be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender will provide promptly to the Administrative Agent, with a copy to the Company, a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Promptly following the exercise of a Lender's rights under this Section, such Lender shall deliver to the Company written notice of its exercise of such rights together with a statement describing in reasonable detail the basis for the taking of such action, provided that the failure of a Lender to deliver such a notice shall not impair or otherwise adversely affect the validity of the exercise of its rights under this Section.

SECTION 10.07. Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 10.08. Waivers: Amendment. (i) No failure or delay of the Administrative Agent or any Lender in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies which they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Borrower in any case shall entitle such Borrower to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company and the Required Lenders; provided, however, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan, without the prior written consent of each Lender affected thereby, (ii) change or extend the Commitment or

decrease the Commitment Fees of any Lender without the prior written consent of such Lender, (iii) change Section 2.17 in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Lender, or (iv) amend or modify the provisions of Section 2.16, release the Guarantor from its obligations under Article IX, except as contemplated by Section 8.10, release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty, or amend or modify the provisions of this Section, the definition of "Required Lenders", or any provision hereof which requires the consent of each Lender, without the prior written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent. Anything herein to the contrary notwithstanding, during such period that a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Defaulting Lender will not be entitled to vote in respect of amendments and waivers hereunder which are subject to the approval of the Required Lenders, and the Commitment and the outstanding Loans or other extensions of credit of such Defaulting Lender hereunder will not be taken into account in determining whether the Required Lenders have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period).

SECTION 10.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges which are treated as interest under applicable law (collectively the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable on the Loan of such Lender, together with all Charges payable to such Lender, shall be limited to the Maximum Rate.

SECTION 10.10. Entire Agreement. This Agreement and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 10.11. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other Loan Documents. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.11.

SECTION 10.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10.13. Judgment Currency. (i) The Borrowers' obligations hereunder and under the other Loan Documents to make payments in Dollars or in any Alternative Currency (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or a Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent or such Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Borrower or in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made at the Alternative Currency Equivalent or Dollar Equivalent, in the case of any Alternative Currency or Dollars, and, in the case of other currencies, the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, each Borrower covenants and agrees to pay, or cause to be paid, as a separate obligation and notwithstanding any judgment, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Alternative Currency Equivalent or Dollar Equivalent or rate of exchange for this Section, such amounts shall include any premium and costs payable in connection with the purchase of the Obligation Currency.

SECTION 10.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 10.03. Delivery of an executed signature page of this Agreement by facsimile transmission, electronic mail or by posting on the Platform shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 10.15. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this

SECTION 10.16. Jurisdiction: Consent to Service of Process. (i) The Company and each other Borrower that is a Domestic Subsidiary hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of, and each other Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of, any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Borrower or its properties in the courts of any jurisdiction.

(b) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 10.17. USA Patriot Act. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify each Borrower in accordance with the Act.

SECTION 10.18. No Fiduciary Relationship. The Borrowers agree that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrowers and their Affiliates, on the one hand, and the Administrative Agent, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

SECTION 10.19. Confidentiality. Each of the Administrative Agent and each Lender agrees, for the benefit of the Company and each other Borrower, to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers, administrators, trustees,

partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to any Borrower and its obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the written consent of the Company or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers.

For purposes of this Section, "Information" means all information received from the Company or any of its Subsidiaries relating to the Company or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Company or any of its Subsidiaries, provided that, in the case of information received from the Company or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 10.20. Cure of Defaulting Lender Status. Except as otherwise provided in the definition of "Defaulting Lender", if the Company and the Administrative Agent agree in writing in their discretion that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent applicable, purchase such portion of outstanding Loans of the other Lenders and/or make such other adjustments as the Administrative Agent may determine to be necessary to cause the Committed Credit Exposure of the Lenders to be on a pro rata basis in accordance with their respective Commitments, whereupon such Lender will cease to be a Defaulting Lender (and such Committed Credit Exposure of each Lender will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to Commitment Fees accrued or payments made by or on behalf of the Borrowers while such Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no termination of a Lender's status as a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

SECTION 10.21. Joint and Several Liability. The Company and each Approved Borrower organized or incorporated under the laws of one of the States of the United States of America, the laws of the District of Columbia or the Federal laws of the United States of America shall be jointly and severally liable for all obligations of the Company and each Approved Borrower under this Agreement; and each Approved Borrower organized under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia shall be jointly and severally liable for all obligations of the Approved Borrowers organized under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia under this Agreement, which joint and several liability shall be more specifically set forth in each Designation Letter. Solely for purposes of the preceding sentence, any Approved Borrower organized under the laws of Mexico or Canada that is treated as a US domestic corporation pursuant to Section 1504(d) of the Code shall be treated as an Approved Borrower organized under the laws of the United States.

SECTION 10.22. Existing Credit Agreement Amended and Restated.

(a) Upon satisfaction of the conditions precedent to the effectiveness of this Agreement, (a) this Agreement shall amend and restate the Existing Credit Agreement in its entirety and (b) the rights and obligations of the parties under the Existing Credit Agreement shall be subsumed within, and be governed by, this Agreement; provided, however, that the Borrowers and Guarantor hereby agree that all obligations of the Borrowers under the Existing Credit Agreement shall remain outstanding, shall constitute continuing obligations hereunder, and this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of such obligations and other liabilities.

(b) The parties hereto hereby agree that on the Effective Date the Commitments shall be as set forth in Schedule 2.01 and the portion of Loans (as defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement shall be reallocated in accordance with such Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the Lenders and from each Lender to each other Lender, with the same force and effect as if such assignments were evidenced by applicable Assignment and Acceptances (as defined in the Existing Credit Agreement) under the Existing Credit Agreement. Notwithstanding anything to the contrary in Section 10.04 of the Existing Credit Agreement or Section 10.04 of this Agreement, no other documents or instruments, including any Assignment and Acceptance, shall be executed in connection with these assignments (all of which requirements are hereby waived), and such assignments shall be deemed to be made with all applicable representations, warranties and covenants as if evidenced by an Assignment and Acceptance. On the Effective Date, the Lenders shall make full cash settlement with each other either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all assignments, reallocations and other changes in Commitments (as such term is defined in the Existing Credit Agreement) such that after giving effect to such settlements each Lender's Applicable Percentage shall be as set forth on Schedule 2.01.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

HARSCO CORPORATION

By: /s/ Stephen J. Schnoor

Name: Stephen J. Schnoor

Title: Senior Vice President, CFO and
Treasurer

[Signature Page to Harsco Credit Agreement]

CITIBANK, N.A.,
as Administrative Agent

By: /s/ Susan M. Olsen
Name: Susan M. Olsen
Title: Vice President

CITIBANK, N.A.,
as a Lender

By: /s/ Susan M. Olsen
Name: Susan M. Olsen
Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC,
as a Lender and as Syndication Agent

By: /s/ L. Peter Yetman

Name: L. Peter Yetman

Title: Director

BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as a Lender and as a Documentation Agent

By: /s/ M. Antioco

Name: M. Antioco

Title: Associate

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender and as a Documentation Agent

By: /s/ Kate Webre

Name: Kate Webre

Title: Assistant Vice President

ING BANK N.V., DUBLIN BRANCH,
as a Lender and as a Documentation Agent

By: /s/ Emma Condon

Name: Emma Condon

Title: Vice President

ING BANK N.V., DUBLIN BRANCH,
as a Lender and as a Documentation Agent

By: /s/ Aidan Neill

Name: Aidan Neill

Title: Director

JPMORGAN CHASE BANK, N.A.,
as a Lender and as a Documentation Agent

By: /s/ Deborah R. Winkler

Name: Deborah R. Winkler

Title: Vice President

LLOYDS TSB BANK PLC,
as a Lender and as a Documentation Agent

By: /s/ Dennis McClellan

Name: Dennis McClellan

Title: Assistant Vice President – M040

LLOYDS TSB BANK PLC,
as a Lender and as a Documentation Agent

By: /s/ Julia R. Franklin

Name: Julia R. Franklin

Title: Vice President – F014

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Domenic D'Ginto

Name: Domenic D'Ginto

Title: Senior Vice President

COMMERZBANK AG, NEW YORK BRANCH,
as a Lender

By: /s/ Diane Pockaj

Name: Diane Pockaj

Title: Managing Director

COMMERZBANK AG, NEW YORK BRANCH,
as a Lender

By: /s/ Michael Weinert

Name: Michael Weinert

Title: Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael P. Dickman

Name: Michael P. Dickman

Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: /s/ James Travagline
Name: James Travagline
Title: Director

MANUFACTURERS AND TRADERS TRUST
COMPANY, as a Lender

By: /s/ Derek Lynch
Name: Derek Lynch
Title: Banking Officer

THE NORTHERN TRUST COMPANY,
as a Lender

By: /s/ Andrew D. Holtz
Name: Andrew D. Holtz
Title: Vice President

SVENSKA HANDELSBANKEN AB (PUBL.),
NEW YORK BRANCH,
as a Lender

By: /s/ Anders Abelson
Name: Anders Abelson
Title: Vice President

SVENSKA HANDELSBANKEN AB (PUBL.),
NEW YORK BRANCH,
as a Lender

By: /s/ Richard Johnson
Name: Richard Johnson
Title: Senior Vice President

Schedule 1.01

Administrative Agent's Office

Citibank, N.A., as Administrative Agent
Building #3
1615 Brett Rd
New Castle, Delaware 19720
Attention: Thomas Schmitt
Facsimile: 212-994-0961
Telephone: 302-894-6088
Email: thomas.schmitt@citi.com (cc: oploanswebadmin@citigroup.com)

with a copy to:

Citibank, N.A., as Administrative Agent

388 Greenwich Street
New York, New York 10013
Attention: Michelle Bauko Kaicher
Telephone: 212-816-7269
Facsimile: 646-291-3269

Wire Instructions for Payments:

Bank Name: Citibank N.A.
ABA/Routing No.: 021000089
Account Name: Medium Term Finance
Account No.: 3685-2248
Reference: Harsco Corporation

Schedule 2.01

Lenders; Commitments

<u>Lender Name</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Citibank, N.A.	47,500,000	9.047619%
The Royal Bank of Scotland plc	47,500,000	9.047619%
Bank of Tokyo-Mitsubishi UFJ, Ltd.	45,000,000	8.571429%
HSBC Bank USA, National Association	45,000,000	8.571429%
ING Bank N.V., Dublin Branch	45,000,000	8.571429%
JPMorgan Chase Bank, N.A.	45,000,000	8.571429%
Lloyds TSB Bank plc	45,000,000	8.571429%
PNC Bank, National Association	40,000,000	7.619048%
Commerzbank AG, New York Branch	30,000,000	5.714286%
U.S. Bank National Association	30,000,000	5.714286%
Wells Fargo Bank, N.A.	30,000,000	5.714286%
Manufacturers and Traders Trust Company	25,000,000	4.761905%
The Northern Trust Company	25,000,000	4.761905%
Svenska Handelsbanken AB (publ.), New York Branch	25,000,000	4.761905%
Total:	\$ 525,000,000	100%

Schedule 2.21

Approved Borrowers

None.

ARTICLE XI

Schedule 3.11 (a)

Material Agreements

Material Agreements for Indebtedness of the Company or any of its Subsidiaries whose aggregate principal or face amount of which exceeds (or may equal or exceed) \$5,000,000:

1. Credit Agreements

- a. \$570,000,000 three-year credit agreement dated as of December 17, 2009, among Harsco Corporation, the Lenders Named Therein and Citibank, N.A. as Administrative Agent, as amended and restated by this Agreement
- b. \$50,000,000 facility agreement dated as of December 15, 2000, as the same has been amended and reduced to \$25,000,000, between Harsco Finance BV and Harsco Investment Limited as Borrowers, Harsco Corporation as Guarantor and National Westminster Bank plc as Lender
- c. GBP 7,000,000 multiline facility agreement dated March 23, 2007, as the same has been amended, between the Royal Bank of Scotland plc as Agent, National Westminster Bank plc and certain of the Company's Subsidiaries
- d. GBP 5,000,000 multiline facility agreement dated March 23, 2007, as the same has been amended, between the Royal Bank of Scotland plc as Agent, National Westminster Bank plc and certain of the Company's Subsidiaries
- e. GBP 10,000,000 trade credit, bond and guarantee facility, as the same has been amended, between the Royal Bank of Scotland plc

as Agent, National Westminster Bank plc and certain of the Company's UK Subsidiaries

- f. \$20,000,000 multicurrency credit facility agreement dated July 8, 1998, as the same has been amended, between Harsco Europa BV, Harsco Finance BV and Bank Brussels Lambert
- g. ZAR 35,000,000 overdraft facility agreement between Heckett MultiServ (Pty.) Limited, SteelServ (Pty.) Limited and Standard Bank of South Africa Limited
- h. EUR 5,000,000 and EUR 2,000,000 credit facility agreements dated July 30, 2010, and between ING Bank NV and certain of the Company's Dutch Subsidiaries
- i. EUR 6,000,000 credit agreement dated November 7, 2001, between Société Générale SA and certain of the Company's French Subsidiaries
- j. CAD 6,000,000 credit agreement dated August 16, 2007, between HSBC Bank Canada and certain of the Company's Canadian Subsidiaries
- k. EUR 6,000,000 credit agreement dated June 10, 2005, as the same has been amended, between Hünnebeck GmbH and Commerzbank AG
- l. \$250,000,000 notional value Euro/US Dollar debt swap dated May 12, 2008, between JPMorgan Chase Bank, N.A. and Harsco Investments Europe BV maturing May 15, 2018
- m. \$55,000,000 notional value Pounds Sterling/US Dollar debt swap dated October 15, 2010, between the Royal Bank of Scotland plc and Harsco (UK) Group Limited maturing October 25, 2020
- n. \$55,000,000 notional value Pounds Sterling/US Dollar debt swap dated October 15, 2010, between Citibank, N.A. and Harsco (UK) Group Limited maturing October 25, 2020

- o. \$55,000,000 notional value Pounds Sterling/US Dollar debt swap dated October 15, 2010, between Lloyds TSB Bank plc and Harsco (UK) Group Limited maturing October 25, 2020
- p. \$55,000,000 notional value Pounds Sterling/US Dollar debt swap dated October 15, 2010, between Société Générale SA and Harsco (UK) Group Limited maturing October 25, 2020
- q. AUD 10,200,000 multiline facility dated July 8, 2011, between HSBC Bank Australia Limited and certain of the Company's Australian Subsidiaries
- r. CZK 100,000,000 multiline facility dated December 28, 2007, between MultiServ CZ s.r.o. and Huennebeck CZ s.r.o. and ING Bank NV, Prague Branch
- s. EUR 13,430,000 multiline facility dated December, 2009, between Société Générale and certain of the Company's French subsidiaries
- t. INR 410,000,000 multiline facility dated October 18, 2010, between Hong Kong and Shanghai Banking Corporation Limited and Harsco India Metals Private Limited
- u. INR 230,000,000 multiline facility dated December 21, 2011, between Hong Kong and Shanghai Banking Corporation Limited and Harsco India Private Limited
- v. EUR 4,000,000 overdraft facility between Intesa Sanpaolo S.p.A. and Harsco Metals Italia s.r.l. and Illserv s.r.l.
- w. \$15,000,000 short-term credit facility dated August 9, 2011, between Svenska Handelsbanken AB and Harsco International Finance BV

2. Loan Agreements

- a. USD 220,000,000 4.95% and EUR 72,800,000 5.1% fixed rate unsecured notes registered on the Channel Islands Stock

Exchange (Island of Guernsey) issued by Harsco (UK) Group Limited on May 27, 2011, and due on October 25, 2020. [These notes represent an intercompany debt between Harsco (UK) Group Limited as debtor and Harsco Highlands Limited Liability Partnership as creditor. They were registered with and listed on the Channel Islands Stock Exchange in order to qualify for certain U.K. tax treatment. The Company will not sell these securities to third parties.]

3. Indentures

- a. \$150,000,000 notes issued under an indenture dated as of May 1, 1985, between Harsco Corporation and the Chase Manhattan Bank as Trustee and due September 15, 2013
- b. \$250,000,000 notes issued under an indenture dated as of September 20, 2010 between Harsco Corporation and Wells Fargo Bank, N.A. as Trustee and due October 15, 2015
- c. \$450,000,000 notes issued under an indenture dated as of May 15, 2008, between Harsco Corporation and the Bank of New York as Trustee and due May 15, 2018

4. Guarantees

- a. Guarantee dated October 12, 2005, by Harsco Corporation for up to EUR 200,000,000 in respect of commercial paper issued by Harsco Finance BV (see 6b below)
- b. Guarantee dated December 15, 2000, by Harsco Corporation and certain of the Company's Subsidiaries in favor of National Westminster Bank plc for \$25,000,000 in respect of the bank's credit facility granted to Harsco Investment Limited and Harsco Finance

BV (see 1b above)

- c. Guarantee dated January 30, 2007, by Harsco Corporation in favor of National Westminster Bank plc for GBP 26,000,000 in respect of the bank's multiline and trade credit, bond and guarantee facilities extended to certain of the Company's Subsidiaries (see 1c, 1d and 1e above)
- d. Guarantee dated November 9, 2009, by Harsco Corporation in favor of Bank Mendes Gans NV for USD 30,000,000 in respect of the bank's global cash pooling services to Harsco International Finance BV and Harsco Finance BV (see 6d and 6e below)
- e. Guarantee dated as September 26, 2008, by Harsco Corporation in favor of Lloyds TSB Bank plc for up to USD 30,000,000 in respect of the bank's International Swap Dealers Master Agreement with Harsco International Finance BV (see 6i below)
- f. Guarantee dated December 19, 2008, by Harsco Corporation in favor of ING Belgium SA/NV for up to \$50,000,000 in respect of the bank's currency dealing line extended to Harsco International Finance BV
- g. Guarantee dated November 11, 2003, by Harsco Corporation in favor of ING Bank SA in respect of the bank's \$20,000,000 multicurrency credit facility extended to Harsco Europa BV and Harsco Finance BV (see 1f above)
- h. Guarantee dated September 5, 2006, by Harsco Corporation in favor of the National Australia Bank Limited for up to USD 20,000,000 in respect of the bank's International Swaps and Derivatives Association Master Agreement with Harsco Investment Limited (see

6g below)

- i. Guarantee dated as September 26, 2008, by Harsco Corporation in favor of the National Australia Bank Limited for up to USD 20,000,000 in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco International Finance BV (see 6h below)
- j. Guarantee dated as July 17, 2009, by Harsco Corporation in favor of Société Générale for up to USD 20,000,000 in respect of the bank's currency dealing line extended to Harsco International Finance BV
- k. Guarantee dated October 28, 2010, by Harsco Corporation in favor of ING Bank NV for EUR 7,000,000 in respect of the bank's credit facilities extended to certain of the Company's Dutch Subsidiaries (see 1h above)
- l. Guarantee dated April 12, 2011, by Harsco Corporation in favor of Svenska Handelsbanken for \$16,500,000 in respect of the bank's multicurrency credit facility extended to Harsco International Finance BV (see 1w above)
- m. Guarantee dated June 22, 2010, by Harsco Corporation in favor of HSBC Bank plc for up to \$30,000,000 in respect of the bank's International Swaps and Derivatives Association Master Agreement with Harsco International Finance BV (see 6p below)
- n. Guarantee dated April 10, 2007, by Harsco Corporation in favor of Société Générale SA for EUR 13,430,000 in respect of the bank's credit facility with certain of the Company's French Subsidiaries (see 1s above)

- o. Guarantee dated August 8, 2007, by Harsco Corporation in favor of HSBC Bank Canada for CAD 6,000,000 in respect of the bank's credit facility extended to certain of the Company's Canadian Subsidiaries (see 1j above)
- p. Guarantee dated November 29, 2007, by Harsco Corporation in favor of Svenska Handelsbanken AB for SEK 38,000,000 in respect of the bank's performance guarantee issued for the account of MultiServ AB (Sweden) (see 5f below)
- q. Suretyship Agreement dated November 23, 1999, by Harsco Corporation in favor of Standard Bank of South Africa Limited for up to ZAR 39,000,000 in respect of the bank's credit facility extended to the Company's South African Subsidiaries (see 1g above)
- r. Guarantee dated as of May 9, 2008, by Harsco Corporation in favor of JPMorgan Chase Bank, N.A. in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco Investments Europe BV (see 6j below)
- s. Guarantee dated July 21, 2011, by Harsco Corporation in favor of the HSBC Bank Australia Limited for up to AUD 10,200,000 in respect of the bank's credit facility with certain of the Company's Australian Subsidiaries (see 1q above)
- t. Guarantee dated December 28, 2007, by Harsco Corporation in favor of the ING Bank NV for up to CZK 100,000,000 in respect of the bank's credit facility with certain of the Company's Czech Subsidiaries (see 1r above)
- u. Guarantee dated October 13, 2010, by Harsco Corporation in favor of the Hong Kong and Shanghai Banking Corporation Limited for up to INR 410,000,000 in respect of the bank's credit facility extended to Harsco India Metals Private Limited (see 1t above)

- v. Guarantee dated January 12, 2012, by Harsco Corporation in favor of the Hong Kong and Shanghai Banking Corporation Limited for up to INR 230,900,000 in respect of the bank's credit facility extended to Harsco India Private Limited (see 1u above)

- w. Guarantee dated March 23, 2011, by Harsco Corporation in favor of the Svenska Handelbanken AB for up to \$6,500,000 in respect of the bank's credit facilities with certain of the Company's Swedish, Norwegian and Danish Subsidiaries

- x. Guarantee dated as of October 12, 2010, by Harsco Corporation in favor of Lloyds TSB Bank plc in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco (UK) Group Limited (see 6q below)

- y. Guarantee dated as of October 12, 2010, by Harsco Corporation in favor of The Royal Bank of Scotland plc in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco (UK) Group Limited (see 6n below)

- z. Guarantee dated as of October 15, 2010, by Harsco Corporation in favor of Societe Generale SA in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco (UK) Group Limited (see 6r below)

- aa. Guarantee dated as of October 7, 2010, by Harsco Corporation in favor of Citibank, N.A. in respect of the Bank's International Swaps and Derivatives Association Master Agreement with Harsco (UK) Group Limited (see 6s below)

- ab. Guarantee dated January 19, 2012, by Harsco Corporation in favor of the Intesa Sanpaolo SpA for up to EUR 4,000,000 in respect of the bank's credit facility with certain of the Company's Italian Subsidiaries (see 1v above)

- ac. Guarantee dated January 19, 2012, by Harsco Corporation in favor of ING Bank N.V. for up to \$21,000,000 in respect of the bank's currency dealing line to Harsco International Finance BV and Harsco Finance BV
- ad. Guarantee dated March 22, 2002, between Harsco Corporation and Lex Vehicle Leasing Limited for up to £5,000,000 in respect of Lex's master lease agreement with Harsco Investment Limited (see 6c below)

5. Letters of Credit

- a. \$66,807,254 standby letter of credit dated May 23, 2011, issued by Svenska Handelsbanken AB in favor of ACE Property & Casualty Insurance Company and certain of its subsidiaries and for the account of Harsco Corporation expiring December 31, 2012
- b. \$11,616,767 standby letter of credit/performance guarantee dated July 2, 2007, issued by JPMorgan Chase Bank, N.A. in favor of Guangzhou Railway Group Company, Ministry of Railways, People's Republic of China and for the account of Harsco Track Technologies Division of Harsco Corporation expiring March 30, 2012
- c. \$21,873,828 standby letter of credit/performance guarantee dated May 6, 2008, issued by JP Morgan Chase Bank, N.A. in favor of Foreign Capital and Import Center, Ministry of Railways, People's Republic of China and for the account of Harsco Track Technologies Division of Harsco Corporation expiring July 2, 2012
- d. \$14,582,283 standby letter of credit/performance guarantee dated July 29, 2008, issued by JP Morgan Chase Bank, N.A. in favor of Foreign Capital and Import Center, Ministry of Railways, People's Republic of China and for the account of Harsco Track Technologies Division of Harsco Corporation expiring March 4, 2013

- e. \$29,164,565 standby letter of credit/performance guarantee dated November 13, 2008, issued by JP Morgan Chase Bank, N.A. in favor of Foreign Capital and Import Center, Ministry of Railways, People's Republic of China and for the account of Harsco Track Technologies Division of Harsco Corporation expiring August 31, 2012
- f. SEK 38,000,000 performance guarantee issued by Svenska Handelsbanken AB in favor of Länsstyrelsen Västmanland for the Account of MultiServ AB (Sweden)
- g. \$7,100,000 performance guarantee dated December 5, 2011, by Harsco Corporation in favor of Network Rail Infrastructure Limited in respect of their service contract with Harsco Rail Limited

6. Other Arrangements

- a. Commercial paper placement agency agreement dated as of October 1, 2000, between Salomon Smith Barney, Inc. and Harsco Corporation for the issuance of the Company's commercial paper under its \$550,000,000 commercial paper program
- b. Commercial paper dealer agreement dated September 24, 2003, as amended on October 12, 2005, between ING Bank and Harsco Finance BV for the placement of Harsco Finance BV's commercial paper up to EUR 200,000,000 or the equivalent in another currency
- c. Master lease agreement dated March 22, 2002, between SGB Services Limited and Lex Vehicle Leasing Limited for the lease of cars and other vehicles
- d. Cash Pooling Agreement dated November 9, 2009, between Bank Mendes Gans NV and Harsco International Finance BV
- e. Cash Pooling Agreement dated November 9, 2009, between Bank Mendes Gans NV and Harsco Finance BV
- f. International Swaps and Derivatives Association Master Agreement

dated as of March 30, 2005, between National Westminster Bank plc and Harsco Investment Limited

- g. International Swaps and Derivatives Association Master Agreement dated as of September 14, 2006, between National Australia Bank Limited and Harsco Investment Limited
- h. International Swaps and Derivatives Association Master Agreement dated as of September 25, 2008, between National Australia Bank Limited and Harsco International Finance BV
- i. International Swaps and Derivatives Association Master Agreement dated as of July 24, 2008, between Lloyds TSB Bank plc and Harsco International Finance BV
- j. International Swaps and Derivatives Association Master Agreement dated as of May 9, 2008, between JPMorgan Chase Bank, N.A. and Harsco Investments Europe BV
- k. International Swaps and Derivatives Association Master Agreement dated as of August 8, 2007, between Société Générale and Harsco Corporation
- l. International Swaps and Derivatives Association Master Agreement dated as of February 6, 2007, between Citibank, N.A. and Harsco Corporation
- m. International Swaps and Derivatives Association Master Agreement dated as of May 9, 2008, between JPMorgan Chase Bank, N.A. and Harsco Corporation
- n. International Swaps and Derivatives Association Master Agreement dated as of September 17, 2009, as amended between the Royal Bank of Scotland plc, Harsco Corporation and Harsco (UK) Group Limited

- o. International Swaps and Derivatives Association Master Agreement dated as of December 3, 2009, between the Wachovia Bank, N.A. and Harsco Corporation
- p. International Swaps and Derivatives Association Master Agreement dated February 2, 2010, between HSBC Bank plc and Harsco International Finance BV
- q. International Swaps and Derivatives Association Master Agreement dated as of October 12, 2010, between Lloyds TSB Bank plc and Harsco (UK) Group Limited
- r. International Swaps and Derivatives Association Master Agreement dated as of October 15, 2010, between Société Générale SA and Harsco (UK) Group Limited
- s. International Swaps and Derivatives Association Master Agreement dated as of October 7, 2010, between Citibank, N.A. and Harsco (UK) Group Limited
- t. International Swaps and Derivatives Association Master Agreement dated November 15, 2010, between Hong Kong and Shanghai Banking Corporation Limited and Harsco India Metals Private Limited

u. Hedge contracts for the forward purchase of currency as follows:

Account Party	Maturity Date	Purchased Currency		Sold Currency	
Harsco International Finance BV	3/2/2012	EUR	11,489,514	GBP	9,640,219
Harsco International Finance BV	3/2/2012	USD	63,775,000	EUR	48,504,949
Harsco International Finance BV	3/8/2012	USD	14,832,640	EUR	11,173,842
Harsco International Finance BV	3/8/2012	EUR	9,463,611	GBP	7,892,056
Harsco International Finance BV	3/16/2012	DKK	40,534,654	EUR	5,453,567
Harsco International Finance BV	3/16/2012	EUR	21,165,125	SEK	186,149,940
Harsco International Finance BV	3/22/2012	AED	118,615,585	EUR	24,858,327
Harsco International Finance BV	3/22/2012	EUR	5,125,225	RON	22,375,950
Harsco International Finance BV	3/22/2012	MXN	156,008,325	EUR	9,160,443
Harsco International Finance BV	3/23/2012	AUD	24,981,715	EUR	20,202,427
Harsco International Finance BV	3/26/2012	USD	6,400,000	EUR	4,772,099
Harsco International Finance BV	3/27/2012	EUR	8,609,449	CZK	214,639,675

Schedule 3.11 (b)

Liens

Liens securing Indebtedness of any person the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$5,000,000 and covering any property of the Company or any of its Subsidiaries:

None.

Schedule 3.13

Harsco Corporation Subsidiaries

PART I: Wholly-Owned Subsidiaries

Jurisdiction of

<u>Company Name</u>	<u>Incorporation</u>	
Harsco Metals Argentina S.A.	Argentina	
Harsco (Australia) Pty. Limited	Australia	
Harsco Rail Pty. Ltd.	Australia	
Harsco Metals Australia Pty. Ltd.	Australia	
Harsco Metals Australia Holdings Investment Co. Pty. Ltd.	Australia	
Harsco Metals NSW Pty. Ltd.	Australia	
Harsco Metals Victoria Pty. Ltd.	Australia	
Harsco Infrastructure Australia Pty. Ltd.	Australia	
Bell Scaffolding (Gladstone) Pty. Ltd.	Australia	
Bell Scaffolding (Hunter Valley) Pty. Ltd.	Australia	
Bell Scaffolding (NSW) Pty. Ltd.	Australia	
Bell Scaffolding Pty. Ltd.	Australia	
Harsco Infrastructure Austria GmbH	Austria	
Harsco Minerals Austria GmbH	Austria	
Harsco Infrastructure Industrial Services S.A.	Belgium	
Harsco Belgium S.P.R.L.	Belgium	
Harsco Metals Belgium S.A.	Belgium	
Harsco Rail Emirates Maatschap/Societe de Droit Commun	Belgium	
Harsco (Bermuda) Limited	Bermuda	
Harsco do Brasil Participacoes e Servicos Siderurgicos Limitada	Brazil	
Harsco Metais Limitada	Brazil	
Harsco Minerals Limitada	Brazil	
Harsco Rail Limitada	Brazil	
Harsco Infrastructure Trademarks and Intellectual Property Ltd.	British Virgin Islands	
Harsco Infrastructure Columbia Limited	British Virgin Islands	
Harsco Canada Corporation	Canada	
Harsco Canada Limited Partnership	Canada	
Harsco Canada General Partner Limited	Canada	
Harsco Nova Scotia Holding Corporation	Canada	
Harsco Infrastructure (Guernsey) Limited	Channel Is	

lands-Guernsey

Harsco Infrastructure (Channel Islands) Limited Channel Islands-Jersey

Jurisdiction of

<u>Company Name</u>	<u>Incorporation</u>
SGB Overseas Limited	Channel Islands-Jersey
Harsco Infraestructura Chile Limitada	Chile
Harsco Metals Chile S.A.	Chile
Harsco Metals Tangshan Limited.	China
Harsco Infraestructura Costa Rica S.A.	Costa Rica
General Corporate Services S.A.	Costa Rica
Harsco Infrastructure CZ s.r.o.	Czech Republic
Harsco Metals CZ s.r.o.	Czech Republic
Harsco Metals spol s.r.o.	Czech Republic
Harsco Infrastructure Danmark A/S	Denmark
Hünnebeck Middle East FZE	Dubai
Harsco Corporation FZE	Dubai
Harsco Metals Egypt L.L.C.	Egypt
Harsco Infraestructura El Salvadore S.A. de C.V.	El Salvador
Ginebra S.A. de C.V.	El Salvador
MultiServ Oy	Finland
Harsco Metals BC Nord S.A.S.	France
Harsco Metals Evulca Sud S.A.S.	France
Harsco Minerals France S.A.S.	France
Harsco Infrastructure France S.A.S.	France
Harsco Metals Solomat Industries S.A.S.	France
Harsco Metals France S.A.S.	France
Harsco Metals Mill Services S.A.S.	France
Harsco Metals Sud S.A.S.	France
Harsco Metals Industries S.A.S.	France
Harsco Metals Logistique et Specialises S.A.S.	France
Harsco France S.A.S.	France
Harsco Rail Europe GmbH	Germany
Harsco Infrastructure Services GmbH	Germany
Harsco Infrastructure Deutschland GmbH	Germany
Harsco Minerals Deutschland GmbH	Germany
Harsco Infrastructure Industrial Services GmbH	Germany
Alexandros International Limited	Greece
Harsco (Gibraltar) Holding Limited	Gibraltar
Harsco Metals Guatemala S.A.	Guatemala
Harsco Infraestructura Guatemala S.A.	Guatemala
Harsco China Holding Company Limited	Hong Kong

Harsco Infrastructure Magyarorszag K.f.t. Hungary
Harsco India Services Private Limited India
Harsco Infrastructure Italia S.p.A. Italy
Harsco Metals Italia S.R.L. Italy
Harsco Infrastructure Baltics S.I.A. Latvia

Jurisdiction of

Company Name Incorporation

Harsco Luxembourg s.a.r.l. Luxembourg
Harsco Metals Luxequip S.A. Luxembourg
Harsco Metals Luxembourg S.A. Luxembourg
Excell Americas Holdings Ltd. S.a.r.l. Luxembourg
Harsco Interamerica s.a.r.l. Luxembourg
Harsco Infrastructure Malaysia Sdn. Bhd. Malaysia
Irving S.A. de C.V. Mexico
Harsco Metals de Mexico S.A. de C.V. Mexico
Harsco Infraestructura Mexico S.A. de C.V. Mexico
Harsco Industrial IKG de Mexico S.A. de C.V. Mexico
Harsco Infrastructure Industrial Services B.V. Netherlands
Harsco Infrastructure B.V. Netherlands
Harsco Infrastructure Construction Services B.V. Netherlands
Harsco Infrastructure Logistic Services B.V. Netherlands
MultiServ International B.V. Netherlands
MultiServ Finance B.V. Netherlands
Harsco Minerals Europe B.V. Netherlands
Harsco Metals Ostellijk Staal International B.V. Netherlands
Harsco Asia Investment B.V. Netherlands
Harsco Asia Pacific Investment B.V. Netherlands
GasServ (Netherlands) II B.V. Netherlands
GasServ (Netherlands) VII B.V. Netherlands
Harsco International Finance B.V. Netherlands
Harsco Investments Europe B.V. Netherlands
Harsco (Mexico) Holdings B.V. Netherlands
Harsco Nederland Slag B.V. Netherlands
Harsco (Peru) Holdings B.V. Netherlands
Heckett MultiServ China B.V. Netherlands
Heckett MultiServ Far East B.V. Netherlands
Harsco Europa B.V. Netherlands
Harsco Finance B.V. Netherlands
Harsco Metals Holland B.V. Netherlands
Harsco Metals Transport B.V. Netherlands
Slag Reductie (Pacific) B.V. Netherlands
Slag Reductie Nederland B.V. Netherlands
Harsco Metals Norway A.S. Norway

Harsco Infrastructure Norge A.S. Norway
 Patent Panama S.A. Panama
 Harsco Infraestructura Panama S.A. Panama
 Financo S.A. Panama
 Representaciones Arcal S.A. Panama
 Harsco Metals Peru S.A. Peru
 Harsco Infraestructura Peru S.A. Peru

Jurisdiction of

<u>Company Name</u>	<u>Incorporation</u>
Harsco Metals Polska SP Z.O.O.	Poland
Harsco Infrastructure Polska SP Z.O.O.	Poland
Harsco Infrastructure Portugal Limitada.	Portugal
Harsco Metals CTS Prestacao de Servicos Tecnicos e Aluguer de Equipamentos Ltda. Unipessoal	Portugal
Harsco Infrastructure Puerto Corporation	Puerto Rico
Harsco Metals Romania S.R.I.	Romania
Harsco infrastructure Romania S.R.I.	Romania
O.O.O. Harsco Infrastructure RUS	Russia
Harsco Metals D.O.O. Smerderevo	Serbia
Harsco Infrastructure Singapore Pte. Limited	Singapore
Harsco Metals Slovensko s.r.o.	Slovak Republic
Harsco Infrastructure Slovensko s.r.o.	Slovak Republic
Harsco Minerali d.o.o.	Slovenia
Harsco Metals South Africa (Pty.) Limited	South Africa
Harsco Metals RSA Africa (Pty.) Limited	South Africa
Harsco Metals SteelServ (Pty.) Limited	South Africa
Harsco Metals SRH Mill Services (Pty.) Limited	South Africa
Harsco Infrastructure South Africa (Pty.) Limited	South Africa
Harsco Metals Lycrete S.A.	Spain
Harsco Metals Intermetal S.A.	Spain
Harsco Metals Iberica S.A.	Spain
Harsco Metals Reclamet S.A.	Spain
Harsco Metals Gesmafesa S.A.	Spain
Excell Africa Holdings, Limited.	St. Kitts and Nevis
Harsco Metals Sweden A.B.	Sweden
Harsco Infrastructure Sverige A.B.	Sweden
Harsco Metals Thailand Company Limited	Thailand
Harsco Infrastructure West Indies Ltd.	Trinidad & Tobago
Harsco Infrastructure Ukraine L.L.C.	Ukraine
Harsco Metals Ukraine L.L.C.	Ukraine
Faber Prest Limited	U.K.

Harsco Metals Holdings Limited	U.K.
Fourninezero Limited	U.K.
Harsco (U.K.) Limited	U.K.
Harsco (UK) Group Limited	U.K.
Harsco (UK) Holdings Limited	U.K.
Harsco Surrey Limited	U.K.
Harsco Infrastructure Middle East Limited	U.K.
Short Brothers (Plant) Limited	U.K.
Harsco Infrastructure Group Limited	U.K.

Jurisdiction of

<u>Company Name</u>	<u>Incorporation</u>
Harsco Infrastructure Services Limited	U.K.
SGB Investments Limited	U.K.
Harsco Infrastructure Holding Limited	U.K.
Harsco Investment Limited	U.K.
MultiServ Investment Limited	U.K.
Harsco Metals 385 Limited	U.K.
Harsco Rail Limited	U.K.
Harsco Metals Group Limited	U.K.
Harsco Leatherhead Limited	U.K.
Harsco Mole Valley Limited	U.K.
Harsco Fairways Partnership	U.K.
Harsco Fairerways Partnership	U.K.
Harsco Fairestways Partnership	U.K.
Harsco Highlands Partnership	U.K.
Harsco Higherlands Partnership	U.K.
Harsco Highestlands Partnership.	U.K.
Harsco (York Place) Limited	U.K.
Harsco Metals ARI L.L.C.	U.S.
Harsco Metals BRI L.L.C.	U.S.
Harsco Metals ECR L.L.C.	U.S.
Harsco Minerals Technologies L.L.C.	U.S.
Harsco Metals GLRS L.L.C.	U.S.
Harsco Holdings, Inc.	U.S.
Harsco Minerals Briquetting L.L.C.	U.S.
Harsco Metals VB L.L.C.	U.S.
Harsco Metals Holding L.L.C.	U.S.
Harsco Metals Operations L.L.C.	U.S.
Harsco Metals Intermetal L.L.C.	U.S.
Harsco Defense Holding L.L.C.	U.S.
Harsco Metals Investment L.L.C.	U.S.
Harsco Infrastructure Holdings, Inc.	U.S.
Harsco Metals SRI L.L.C.	U.S.

Harsco Minnesota L.L.C. U.S.
Harsco Minnesota Finance L.L.C. U.S.
Harsco Technologies L.L.C. U.S.
Harsco Minerals PA L.L.C. U.S.
Harsco Minerals KY L.L.C. U.S.
Harsco Engineering L.L.C. U.S.
Harsco Engineering (California) L.L.C. U.S.

PART II: Other Subsidiaries directly or indirectly partially owned by Harsco Corporation

<u>Company Name</u>	<u>Jurisdiction of Incorporation</u>	<u>%Harsco Ownership</u>	<u>Partner</u>	<u>% Partner Ownership</u>
Harsco Industrial Air-X-Changers Pty. Ltd.	Australia	80%	Oztec US Corp. Pty Limited	20%
Harsco Metals AluServ Middle East W.L.L.	Bahrain	65%	Trans-Gulf Consultant W.L.L.	35%
Harsco Metals Emirates Partnership	Belgium	65%	Trans-Gulf Consultant W.L.L.	35%
Harsco Armo Staco Gradesur Fabricacao de Grades Metalicas e Metalurgica Servicos Limitada	Brazil	51%	Armco Staco S/A Industria Metalurgica	49%
Harsco Metals Zhejiang Co. Limited	China	80%	Hang Zhou Iron & Steel Group Corp	20%
Harsco Metals (Ningbo) Co. Ltd.	China	100%	See Note 1	
Harsco Infrastructure Zhejiang Co. Ltd.	China	70%	Zhejiang Materials & Equipment Company Limited	30%
Shanxi TISCO Harsco Technology Company Limited	China	60%	Taiyuan Iron & Steel (Group) Co., Ltd.	40%
Harsco Metals Czech s.r.o	Czech Republic	65%	Mittal Steel Ostrava A.S.	35%
Heckett MultiServ Bahna S.A.E.	Egypt	65%	Bahna Engineering Company Ltd.	35%
Heckett Bahna Co. for Industrial Operations S.A.E.	Egypt	65%	Bahna Engineering Company Ltd.	35%
Slag Processing Company Egypt (SLAR) S.A.E.	Egypt	60%	Bahna Engineering Company Ltd.	40%

Note 1: 70% owned subsidiary of an 80% owned entity MultiServ Zhejiang Iron & Steel Service Corp. Ltd.

<u>Company Name</u>	<u>Jurisdiction of Incorporation</u>	<u>%Harsco Ownership</u>	<u>Partner</u>	<u>% Partner Ownership</u>
Harsco Infrastructure for Scaffolding and Formwork S.A.E.	Egypt	98.85%	Hasaballa Family	1.15%
Granufos S.A.S.	France	50%	SCREG Sud Est	50%
Harsco Industrial Grating China Holding Company Limited	Hong Kong	70%	Binsys Brothers Inc. and Tao He	30%

JaingSu Harsco Industrial Grating Company Limited	China	100%	See Note 2	
Phooltas Tamper Private Limited	India	40%	Speedcraft Private Ltd. & Nirmal Manufacturing & Marketing Co. Pvt. Ltd.	60%
Harsco India Private Limited	India	90%	Sreedhar Chowdhury Ganapathy Finance & Investment Co.	10%
Harsco India Metals Private Limited	India	100%	See Note 3	
P.T. Puma Baja Heckett	Indonesia	40%	P.T. Puma Sentana Baja	60%
Ilserv S.r.L.	Italy	65%	ICROT S.p.A.	35%
Harsco Metals SteelServ Limited	New Zealand	50%	BlueScope Steel Ltd.	50%
Harsco Al Darwish United W.L.L.	Qatar	49%	Al Darwish United Company WLL	51%
		See Note 4		
Harsco Metals Saudi Arabia Ltd.	Saudi Arabia	55%	Al-Aismah L.L.C.	45%
Harsco Baroom Limited	Saudi Arabia	51%	Baroom Family	49%
Harsco Infrastructure Quebeisi L.L.C.	United Arab Emirates	49%	Bashir Mohammed Khalifa Al Quebeisi	51%
		See Note 4		
Harsco Infrastructure Emirates L.L.C.	United Arab Emirates	49%	Sheikh Jassim Bin Humaid Al Qussimi	51%
		See Note 4		

Note 2: 100% owned subsidiary of Harsco Industrial Grating China Holding Company Limited

Note 3: 100% owned subsidiary of Harsco India Private Limited

Note 4: Although Harsco does not own a majority of the shares, Harsco exercises Control

Schedule 10.21

Permitted Reorganization

1. Harsco Corporation ("Harsco") shall be permitted to effectuate a corporate reorganization that will involve:

(a) spin-offs of certain existing U.S. business divisions of Harsco (including Harsco Infrastructure, Harsco Minerals, Harsco Metals, Harsco Industrial and Harsco Rail) and shared services functions or shared assets into separate U.S. subsidiaries, which spin-offs may be effected before or after the Capitalization (as defined below) or the Restructuring (as defined below) (each, a "Spin-Off");

(b) the contribution by Harsco of the equity interests in various Harsco subsidiaries, including the subsidiaries created to effectuate the Spin-Offs and/or other assets of Harsco to a newly formed U.S. company (the "New Parent") and the assumption by the New Parent of certain liabilities of Harsco, including all of the obligations of Harsco under the Loan Documents (including as the Company, as a Borrower, and as the Guarantor under Article IX of this Agreement), and certain other Indebtedness of Harsco (the "Capitalization");

(c) the implementation of a holding company structure (the "Restructuring") whereby (i) the stockholders of Harsco immediately prior to the Restructuring will become the stockholders of the New Parent upon the effectiveness of the Restructuring, and (ii) Harsco will become a direct or indirect wholly-owned subsidiary of the New Parent;

(d) the transfer of equity interests in various direct or indirect subsidiaries of Harsco or the New Parent to one or more direct or indirect wholly-owned subsidiaries of Harsco or the New Parent and/or to newly formed direct or indirect wholly-owned subsidiaries of Harsco or the New Parent; and

(e) the documentation of (i) inter-company arrangements with respect to shared services or shared assets between or among the New

Parent and its direct or indirect wholly-owned subsidiaries and/or (ii) inter-company loans between the New Parent and its direct or indirect wholly-owned subsidiaries.

For purposes of the Loan Documents, "Permitted Reorganization" shall mean the foregoing transactions and any other transactions between or among, Harsco, the New Parent and/or any direct or indirect wholly-owned subsidiary of Harsco or the New Parent either (i) necessary to effect the foregoing or (ii) that Harsco or the New Parent reasonably believes would be beneficial to the New Parent and its subsidiaries (taken as a whole) to be effected as a part of the foregoing, so long as, in the case of this clause (ii), such transactions would have been permitted under this Agreement if such transactions were not being effected as part of the foregoing; provided that Harsco and the New Parent shall have complied with the requirements of paragraphs 2 and 3 of this Schedule 10.21 (or, if only one or more Spin-Offs occur, paragraph 3 of this Schedule 10.21).

2. Harsco and the New Parent shall not be permitted to effectuate the Capitalization or the Restructuring unless the Administrative Agent shall have received at least 30 days prior notice of the occurrence of the Capitalization or the Restructuring, and unless:

(a) either prior thereto or contemporaneously therewith, Harsco and the New Parent shall have delivered to the Administrative Agent a duly executed New Parent Assignment and Assumption Agreement;

(b) immediately thereafter, the New Parent has Index Debt ratings from both S&P and Moody's no lower than those of Harsco immediately prior to the Capitalization;

(c) immediately prior thereto, and after giving effect thereto, no Default or Event of Default shall have been continuing;

(d) immediately prior thereto, the representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of such time with the same effect as though made on and as of such time, except to the extent such representations and warranties relate to an earlier date; provided, however, that no representation as to either (i) the absence of any Material Adverse Change in the financial condition of Harsco, as provided in the last

sentence of Section 3.02, or (ii) the absence of any pending or threatened legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, that could have a Material Adverse Effect on Harsco, as provided in Section 3.03 shall be required;

(e) after giving effect thereto, the representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of such time with the same effect as though made on and as of such time, except (i) to the extent such representations and warranties relate to an earlier date or (ii) with respect to Sections 3.11 and 3.13 of this Agreement, the New Parent shall be entitled to deliver replacement schedules to this Agreement which are necessary to reflect the steps taken to consummate a Permitted Reorganization, so as to make the representations and warranties set forth in Section 3.11 and/or Section 3.13 of this Agreement factually correct with respect to the New Parent and, if applicable, its subsidiaries;

(f) except to the extent already received pursuant to clause (a) of paragraph 3 of this Schedule 10.21, the Administrative Agent shall have received (i) the Subsidiary Guaranty duly executed by each Subsidiary Guarantor, (ii) a certificate of a Financial Officer of the New Parent or each Subsidiary Guarantor, dated the date of the Subsidiary Guaranty, confirming that each Subsidiary Guarantor is Solvent, and (iii) the documents referenced in clauses (d) and (e) of paragraph 3 of this Schedule 10.21;

(g) the Administrative Agent shall have received a certificate of the New Parent, dated the date of the Capitalization or the Restructuring, as applicable, and signed by a Financial Officer of the New Parent confirming compliance with clauses (b), (c) and (e) of this paragraph 2;

(h) the Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of the New Parent, certified as of a recent date by the secretary of state of the jurisdiction of organization of the New Parent, and a certificate as to the good standing of the New Parent as of a recent date, from such secretary of state; (ii) a certificate of the Secretary or Assistant Secretary of the New Parent certifying as of the date of delivery: (A) that attached thereto is a true and complete copy of the by-laws of the New Parent as in effect on such date and at all times since a date prior to the date of the resolutions of the New Parent described in item (B) below, (B) that attached thereto is a true and

complete copy of resolutions adopted by the board of directors (or equivalent governing authority) of the New Parent authorizing the execution, delivery and performance of this Agreement and the New Parent Assignment and Assumption Agreement and the borrowings hereunder by the New Parent, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation of the New Parent (or such other analogous documents) have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of the New Parent executing the New Parent Assignment and Assumption Agreement or any other document delivered in connection with this Agreement; and (iii) a certificate of another officer of the New Parent as to the incumbency and signature of the Secretary or such Assistant Secretary of the New Parent executing the certificate pursuant to (ii) above;

(i) one or more legal opinions covering due authorization, execution and delivery, and enforceability of the Loan Documents with respect to the New Parent, addressed to the Administrative Agent and the Lenders, shall have been delivered to the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent; and

(j) such other documents or information as the Administrative Agent may reasonably require shall have been delivered to the Administrative Agent, including any documents or information requested by any Lender through the Administrative Agent (such as documents or information in connection with any Lender's "know your customer" requirements), so long as the Administrative Agent shall have requested such documents or information a reasonable period of time prior to the Capitalization or the Restructuring.

3. Harsco and the New Parent shall not be permitted to effectuate a Spin-Off unless the Administrative Agent shall have received at least 30 days prior notice of the occurrence of such Spin-Off, and unless:

(a) either prior thereto or contemporaneously therewith, the Administrative Agent shall have received (i) the Subsidiary Guaranty duly executed by each Subsidiary Guarantor (or, if the Subsidiary Guaranty shall have been previously delivered, a supplement to the Subsidiary Guaranty in the form of Exhibit A attached thereto duly executed by each Subsidiary Guarantor created by such Spin-Off), and (ii) a certificate of a

Financial Officer of the New Parent or each Subsidiary Guarantor (or, if the Subsidiary Guaranty shall have been previously delivered, each Subsidiary Guarantor created by such Spin-Off), dated the date of the Subsidiary Guaranty (or, if the Subsidiary Guaranty shall have been previously delivered, dated the date of the supplement to the Subsidiary Guaranty in the form of Exhibit A attached thereto executed by each Subsidiary Guarantor created by such Spin-Off), confirming that each such Subsidiary Guarantor is Solvent;

(b) immediately prior thereto, and after giving effect thereto, no Default or Event of Default shall have been continuing;

(c) the Administrative Agent shall have received a certificate of a Financial Officer of the New Parent or each applicable Subsidiary Guarantor, dated as of the date of such Spin-Off, confirming that such Subsidiary Guarantor is Solvent;

(d) the Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of each Subsidiary Guarantor, certified as of a recent date by the secretary of state of the jurisdiction of organization of such Subsidiary Guarantor, and a certificate as to the good standing of such Subsidiary Guarantor as of a recent date, from such secretary of state; (ii) a certificate of the Secretary or Assistant Secretary of each Subsidiary Guarantor certifying as of the date of delivery: (A) that attached thereto is a true and complete copy of the by-laws of such Subsidiary Guarantor as in effect on such date and at all times since a date prior to the date of the resolutions of such Subsidiary Guarantor described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions adopted by the board of directors (or equivalent governing authority) of such Subsidiary Guarantor authorizing the execution, delivery and performance of the Subsidiary Guaranty by such Subsidiary Guarantor, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation (or such other analogous documents) of such Subsidiary Guarantor have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of such Subsidiary Guarantor executing the Subsidiary Guaranty; and (iii) a certificate of another officer of such Subsidiary Guarantor as to the incumbency and signature of the Secretary or such Assistant Secretary of such Subsidiary

Guarantor executing the certificate pursuant to (ii) above;

(e) one or more legal opinions covering due authorization, execution and delivery, and enforceability of the Subsidiary Guaranty with respect to each Subsidiary Guarantor, addressed to the Administrative Agent and the Lenders, shall have been delivered to the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent;

(f) the Administrative Agent shall have received a certificate of the New Parent, dated the date of such Spin-Off, and signed by a Financial Officer of the New Parent confirming compliance with clause (b) of this paragraph 3; and

(g) such other documents as the Administrative Agent may reasonably require shall have been delivered to the Administrative Agent, including any documents requested by any Lender through the Administrative Agent (such as documents in connection with any Lender's "know your customer" requirements), so long as the Administrative Agent shall have requested such documents a reasonable period of time prior to such Spin-Off.

4. From, and after giving effect to, a Permitted Reorganization (unless such Permitted Reorganization only consists of one or more Spin-Offs) and the effectiveness of the New Parent Assignment and Assumption Agreement, (a) the New Parent shall automatically be deemed to be "the Company" for all purposes of the Loan Documents and (b) Harsco shall automatically be deemed released from all liability under the Credit Agreement and other Loan Documents (except with respect to accrued obligations under certain indemnity provisions), it being understood and agreed that such release shall in no way limit or otherwise affect Harsco's (or its successor's) obligations under the Subsidiary Guaranty. The Administrative Agent shall deliver, at the request of, and at the cost of, Harsco or the New Parent, such documents evidencing such release as Harsco or the New Parent may reasonably request.

5. "Solvent" shall mean, with respect to any Subsidiary Guarantor, that (a) the fair value of the property of such Subsidiary Guarantor is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Subsidiary Guarantor; (b) the present fair saleable value of the assets of such Subsidiary Guarantor is not less than the amount which will be required to pay the probable liability of such Subsidiary Guarantor on its debts as they become absolute and mature; (c) such Subsidiary Guarantor does not intend to, and does

not believe that it will, incur debts or liabilities beyond such Subsidiary Guarantor's ability to pay as such debts and liabilities mature; and (d) such Subsidiary Guarantor is not engaged in a business or transaction, and is not about to engage in a business or transaction, for which such Subsidiary Guarantor's property would constitute unreasonably small capital. In computing the amount of contingent or unliquidated liabilities as of any date, such liabilities shall be computed at the amount which, in light of all the facts and circumstances existing as of such date, represents the amount that can reasonably be expected to become an actual and matured liability.

FORM OF COMPETITIVE BID REQUEST

Citibank, N.A.

as Administrative Agent for

the Lenders referred to below,

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

[Date]

Ladies and Gentlemen:

The undersigned, [Name of Borrower] (the "Borrower"), refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives you notice pursuant to Section 2.03(a) of the Credit Agreement that it requests a Competitive Borrowing under the Credit Agreement, and in that connection sets forth below the terms on which such Competitive Borrowing is requested to be made:

- (A) Date of Competitive Borrowing (which is a Business Day) _____
- (B) Principal Amount of Competitive Borrowing _____
- (C) Type of Borrowing _____
- (D) Interest Period and the last day thereof _____
- (E) Currency of Competitive Borrowing _____

Upon acceptance of any or all of the Loans offered by the Lenders in response to this request, the Borrower shall be deemed to have represented and warranted that the conditions to lending specified in Section 4.03(b) and (c) of the Credit Agreement have been satisfied.

Very truly yours,

[NAME OF BORROWER],

by HARSCO CORPORATION,
as attorney-in-fact

By: _____

Name:

Title:

FORM OF NOTICE OF COMPETITIVE BID REQUEST

[Name of Lender]

[Address]

Attention:

[Date]

Ladies and Gentlemen:

Reference is made to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower made a Competitive Bid Request on [], 20[], pursuant to Section 2.03(a) of the Credit Agreement, and in that connection you are invited to submit a Competitive Bid by [Date]/[Time]. Your Competitive Bid must comply with Section 2.03(b) of the Credit Agreement and the terms set forth below on which the Competitive Bid Request was made:

- (A) Date of Competitive Borrowing _____
- (B) Principal amount of Competitive Borrowing _____
- (C) Spot Exchange Rate utilized _____
- (D) Interest rate basis _____
- (E) Interest Period and the last day thereof _____
- (F) Currency of Competitive Borrowing _____

Very truly yours,

CITIBANK, N.A., as Administrative Agent

By: _____
Name:
Title:

FORM OF COMPETITIVE BID

Citibank, N.A.

as Administrative Agent for

the Lenders referred to below,

1615 Brett Rd
OPS 3
New Castle, Delaware 19720
Attention: Thomas Schmitt
Citigroup Global Loans

[Date]

Ladies and Gentlemen:

The undersigned, [Name of Lender], refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The undersigned hereby makes a Competitive Bid pursuant to Section 2.03(b) of the Credit Agreement, in response to the Competitive Bid Request made by [Name of Borrower] (the "Borrower") on [], 20[], and in that connection sets forth below the terms on which such Competitive Bid is made:

- (A) Principal Amount _____
- (B) Competitive Bid Rate _____
- (C) Interest Period and last day thereof _____

The undersigned hereby confirms that it is prepared, subject to the conditions set forth in the Credit Agreement, to extend credit to the Borrower upon

acceptance by the Borrower of this bid in accordance with Section 2.03(d) of the Credit Agreement.

Very truly yours,

[NAME OF LENDER]

By: _____
Name:
Title:

FORM OF COMPETITIVE BID ACCEPT/REJECT LETTER

[Date]

Citibank, N.A.

as Administrative Agent for

the Lenders referred to below

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

Ladies and Gentlemen:

The undersigned, [Name of Borrower] (the "Borrower"), refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent.

In accordance with Section 2.03(c) of the Credit Agreement, we have received a summary of bids in connection with our Competitive Bid Request (attached hereto) dated [], 20[] and in accordance with Section 2.03(d) of the Credit Agreement, we have indicated on such summary of bids the principal amount, rates and Lenders of the bids we are accepting, and we are rejecting the bids not indicated thereon as being accepted.

The [insert principal amount] should be credited as follows to the following account number(s) on [date]:

Very truly yours,

[NAME OF BORROWER],

by HARSCO CORPORATION, as
attorney-in-fact

By: _____

Name:

Title:

FORM OF STANDBY BORROWING REQUEST

Citibank, N.A.

as Administrative Agent for the

Lenders referred to below,

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

[Date]

Ladies and Gentlemen:

The undersigned, [Name of Borrower] (the "Borrower"), refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives you notice pursuant to Section 2.04 of the Credit Agreement that it requests a Standby Borrowing under the Credit Agreement, and in that connection sets forth below the terms on which such Borrowing is requested to be made:

- (A) Date of Standby Borrowing (which is a Business Day) _____
- (B) Principal Amount of Standby Borrowing _____
- (C) Type of Borrowing _____
- (D) Interest Period and the last day thereof _____
- (E) Currency of Loans _____
- (F) Principal Amount/Account(s) to be credited _____

Upon acceptance of any or all of the Loans made by the Lenders in response to this request, the Borrower shall be deemed to have represented and warranted that the conditions to lending specified in Section 4.03(b) and (c) of the Credit Agreement have been satisfied.

Very truly yours,

[NAME OF BORROWER],

by HARSCO CORPORATION, as
attorney-in-fact

By: _____
Name:
Title:

FORM OF INTEREST ELECTION REQUEST

Citibank, N.A.

as Administrative Agent for the

Lenders referred to below,

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

[Date]

Ladies and Gentlemen:

Reference is made to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (as amended, modified, extended or restated from time to time, the "Credit Agreement"), among Harsco Corporation, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. This notice constitutes an Interest Election Request and the undersigned Borrower hereby requests the conversion or continuation of a Borrowing under the Credit Agreement, and in that connection the undersigned Borrower specifies the following information with respect to the Borrowing to be converted or continued as requested hereby:

1. Borrowing to which this request applies:

2. Principal amount of Borrowing to be converted/continued:

3. Effective date of election (which is a Business Day):

4. Interest rate basis of resulting Borrowing(s):

5. Interest Period of resulting Borrowing(s):

Very truly yours,

[NAME OF BORROWER],

by HARSCO CORPORATION,
as attorney-in-fact

By: _____
Name:
Title:

HARSCO CORPORATION

ADMINISTRATIVE QUESTIONNAIRE

Please accurately complete the following information and return via FAX to the attention of Loans Middle Office at Citibank, N.A. as soon as possible.

FAX Number: (646) 843-3644

LEGAL NAME TO APPEAR IN DOCUMENTATION:

GENERAL INFORMATION - DOMESTIC LENDING OFFICE:

Institution Name: _____

Street Address: _____

City, State, Zip Code: _____

GENERAL INFORMATION - EUROCURRENCY LENDING OFFICE:

Institution Name: _____

Street Address: _____

City, State, Zip Code: _____

CONTRACTS/NOTIFICATION METHODS:

CREDIT CONTACTS:

Primary Contact: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

FAX Number: _____

Backup Contact: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

FAX Number: _____

TAX WITHHOLDING:

Non Resident Alien _____ Y* _____ N

* Form 4224 (or equivalent) Enclosed

Tax ID Number _____

CONTACTS/NOTIFICATION METHODS:

ADMINISTRATIVE CONTACTS--BORROWINGS, PAYDOWNS, INTEREST, FEES,

ETC.

Contact: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

FAX Number: _____

BID LOAN NOTIFICATION:

Contact: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

FAX Number: _____

PAYMENT INSTRUCTIONS:

Name of Bank where funds are to be transferred:

Routing Transit/ABA number of Bank where funds are to be

transferred: _____

Name of Account, if applicable:

Account Number: _____

Additional Information: _____

It is very important that all of the above information is accurately filled in and returned promptly. If there is someone other than yourself who should receive this questionnaire, please notify us of their name and FAX number and we will FAX them a copy of the questionnaire.

[FORM OF]

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the "Credit Agreement"), among Harsco Corporation, a Delaware corporation (the "Company"), the Lenders party thereto (the "Lenders"), the other parties party thereto and Citibank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Terms defined in the Credit Agreement are used herein with the same meanings.

1. The Assignor hereby sells and assigns, without recourse, to the Assignee, and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Effective Date set forth on the reverse hereof, the interests set forth on the reverse hereof (the "Assigned Interest") in the Assignor's rights and obligations under the Credit Agreement, including, without limitation, the interests set forth on the reverse hereof in the Commitment of the Assignor on the Effective Date and the Competitive Loans and/or Standby Loans owing to the Assignor which are outstanding on the Effective Date, together with unpaid interest accrued on the assigned Loans to the Effective Date and the amount, if any, set forth on the reverse hereof of the Fees accrued to the Effective Date for the account of the Assignor. Each of the Assignor and the Assignee hereby makes and agrees to be bound by all the representations, warranties and agreements set forth in Section 10.04(c) of the Credit Agreement, a copy of which has been received by each such party. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the interests assigned by this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

2. This Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if the Assignee is organized under the laws of a jurisdiction outside the United States, the forms specified in Section 2.19(g) of the Credit Agreement, duly completed and executed by such Assignee, (ii) if the Assignee is not already a Lender under the Credit Agreement, an Administrative Questionnaire in the form of Exhibit B to the Credit Agreement and (iii) unless the assignment is to an Affiliate of the Assignor, a processing and recordation fee of \$3,500.

3. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

Date of Assignment:

Legal Name of Assignor:

Legal Name of Assignee:

Assignee's Address for Notices:

Effective Date of Assignment

(may not be fewer than 5 Business

Days after the Date of Assignment):

<u>Facility</u>	Principal Amount Assigned (and identifying information as to individual <u>Competitive Loans</u>)	Percentage Assigned of Facility/Commitment (set forth, to at least 8 decimals, as a percentage of Facility and the <u>Total Commitment</u>)
-----------------	--	--

Commitment Assigned: \$ %

Standby Loans:

Competitive Loans:

Fees Assigned (if any):

The terms set forth above and on the reverse side hereof are hereby agreed to:

_____, as Assignor

_____, as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted:

CITIBANK, N.A., as administrative agent

By: _____
Name:
Title:

HARSCO CORPORATION

By: _____
Name:
Title:

MANDATORY COSTS RATE

1. Definitions

In this Exhibit:

“**Act**” means the Bank of England Act of 1998.

The terms “**Eligible Liabilities**” and “**Special Deposits**” have the meanings ascribed to them under or pursuant to the Act or by the Bank of England (as may be appropriate), on the day of the application of the formula.

“**Fee Base**” has the meaning ascribed to it for the purposes of, and shall be calculated in accordance with, the Fees Regulations.

“**Fees Regulations**” means the rules on periodic fees contained in the FSA Fees Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits.

“**FSA**” means the Financial Services Authority.

Any reference to a provision of any statute, directive, order or regulation herein is a reference to that provision as amended or re-enacted from time to time.

2. Calculation of the Mandatory Costs Rate

The Mandatory Costs Rate is an addition to the interest rate on each Eurocurrency Loan or any other sum on which interest is to be calculated to compensate the Lenders for the cost attributable to such Eurocurrency Loan or such sum resulting from the imposition from time to time under or pursuant to the Act and/or by the Bank of England and/or the FSA (or other United Kingdom governmental authorities or agencies) of a requirement to place non-interest bearing or Special Deposits (whether interest bearing or not) with the Bank of England and/or pay fees to the FSA calculated by reference to the liabilities used to fund the relevant Eurocurrency Loan or such sum.

The “**Mandatory Costs Rate**” will be the rate determined by the Administrative Agent to be equal to the rate (rounded upward, if necessary, to the next higher 1/100 of 1%) resulting from the application of the following formula:

For Sterling:

$$\frac{XL + S(L-D) + F \times 0.01}{100 - (X+S)}$$

For other Alternative Currencies:

$$\frac{F \times 0.01}{300}$$

where on the day of application of the formula

- X is the percentage of Eligible Liabilities (in excess of any stated minimum) by reference to which Citibank, N.A. (“Citi”) is required under or pursuant to the Act to maintain as an interest free cash ratio deposit with the Bank of England in order to comply with the cash ratio requirements;
- L is the rate of interest (exclusive of Applicable Margin, Mandatory Costs Rate and default interest payable under Section 2.09 of the Credit Agreement) payable on that day on the related Eurocurrency Loan or unpaid sum pursuant to this Agreement;
- F is the rate of charge payable by Citi to the FSA pursuant to the Fees Regulations and expressed in pounds per £1 million of the Fee Base of Citi;
- S is the percentage (if any) of Eligible Liabilities, which Citi is required from time to time to maintain as Special Deposits with the Bank of England; and
- D is the percentage rate per annum payable by the Bank of England to Citi on interest bearing Special Deposits.

(X, L, S and D are to be expressed in the formula as numbers and not as percentages. A negative result obtained from subtracting D from L shall be counted as zero.)

The Mandatory Costs Rate attributable to a Eurocurrency Loan or other sum for any period shall be calculated at or about 11:00 A.M. (London time) on the first day of such period for the duration of such period.

The determination of Mandatory Costs Rate by the Administrative Agent in relation to any period shall, in the absence of manifest error, be conclusive and binding on all parties hereto.

3. **Change of Requirements**

If there is any change in law, regulation or any requirements from time to time imposed by the Bank of England, the FSA or the European Central Bank which renders or will render the above formula (or any element thereof, or any defined term used therein) inappropriate or inapplicable, the Administrative Agent shall be entitled, after consultation with the Borrower, to vary the same to the extent necessary to comply with or reflect such change. Any such variation shall, in the absence of manifest error, be conclusive and binding on all parties and shall apply from the date specified in such notice.

Harsco

Harsco Corporation

350 Poplar Church Road
Camp Hill, PA 17011 USA
Mail: P.O. Box 8888
Camp Hill, PA 17001-8888 USA
Telephone: 717.763.7064
Fax: 717.763.6424
Web: www.harsco.com

March __, 2012

To the Lenders and the Administrative Agent Referred to Below

Ladies and Gentlemen:

I am General Counsel and Corporate Secretary of Harsco Corporation, incorporated under the laws of the State of Delaware (the "Company"), and am familiar with the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the "Credit Agreement"), among the Company, the lenders party thereto from time to time (collectively, the "Lenders"), the other parties party thereto and Citibank, N.A., as administrative agent for the Lenders (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent"). Terms defined in the Credit Agreement, as applicable, are used herein as defined therein.

In rendering the opinions expressed below, I (or attorneys under my supervision with inquiry by me as I have deemed necessary in order to render the opinions herein) have examined the Credit Agreement and such corporate records of the Company and such other documents as we have deemed necessary as a basis for the opinions expressed below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. As to certain facts relevant to my opinions, I or attorneys under my supervision have relied upon representations made in or pursuant to the Credit Agreement and certificates of appropriate representatives of the Company.

In rendering the opinions expressed below, I have assumed with respect to all of the documents referred to in this opinion letter that (except, to the extent set forth in the opinions expressed below, as to the Company):

(i) such documents have been duly authorized by, have been duly executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;

(ii) all signatories to such documents have been duly authorized; and

(iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as I have deemed necessary as a basis for the opinions expressed below, I am of the opinion that:

1. The execution, delivery and performance by the Company of the Credit Agreement, and the borrowings by the Company under the Credit Agreement, have been duly authorized by all necessary corporate action on the part of the Company.

2. The Credit Agreement has been duly executed and delivered by the Company.

3. The execution, delivery and performance by the Company of, and the consummation by the Company of the transactions contemplated by, the Credit Agreement do not and will not (a) violate any provision of its charter or bylaws, (b) violate any applicable law, rule or regulation, (c) violate any order, writ, injunction or decree of any court or governmental authority or agency or any arbitral award applicable to the Company or any of its Subsidiaries of which I have knowledge (after due inquiry) or (d) result in a breach of, constitute a default under, require any consent under, or result in the acceleration or required prepayment of any indebtedness pursuant to the terms of, any credit agreement or instrument of which I have knowledge (after due inquiry) to which the Company or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or result in the creation or imposition of any Lien upon any property of the Company pursuant to the terms of any such credit agreement or instrument.

4. Except as disclosed in note 11 of the audited annual consolidated financial statements of the Company included in the Company's Form 10-K, for the fiscal year ended December 31, 2011 filed with the Securities and Exchange Commission, I have no knowledge (after due inquiry) of any legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries that is materially likely to be adversely determined and which, if adversely determined, could (either individually or in the aggregate) have a Material Adverse Effect.

The foregoing opinions are limited to matters involving the Federal laws of the United States and the Delaware General Corporation Law, and I do not express any opinion as to the laws of any other jurisdiction.

At the request of the Company, this opinion letter is, pursuant to the terms of the Credit Agreement, provided to you by me in my capacity as counsel of the Company and may not be relied upon by any person for any purpose other than in connection with the transactions contemplated by the Credit Agreement without, in each instance, my prior written consent.

Very truly yours,

[Name]

[Title]

March __, 2012

To the Lenders and the Administrative Agent Referred to Below

Re: Harsco Corporation

Ladies/Gentlemen:

We have acted as special New York counsel for Harsco Corporation, a Delaware corporation (the "Company"), in connection with the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the "Credit Agreement"), among the Company, the lenders party thereto on the date hereof (collectively, the "Lenders"), the other parties party thereto on the date hereof and Citibank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). This opinion letter is delivered to you pursuant to Section 4.01(b)(ii) of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent, if any, otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed necessary for the purposes of such opinions. We have examined, among other documents, the following:

- (1) an executed copy of the Credit Agreement; and
- (2) a certificate of the Secretary of State of the State of Delaware as to the incorporation and good standing of the Company under the laws of the State of Delaware as of [_____], 2012 (the "Good Standing Certificate").

In all such examinations, we have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, representations and warranties contained in the Credit Agreement and certificates and oral or written statements and other information of or from representatives of the Company and others and assume compliance on the part of the

Company with its covenants and agreements contained therein. In connection with the opinions expressed in the first sentence of paragraph (a) below, we have relied solely upon the Good Standing Certificate as to the factual matters and legal conclusions set forth therein. With respect to the opinions expressed in paragraph (b) below, our opinions are limited (x) to our actual knowledge, if any, of the specially regulated business activities and properties of the Company based solely upon an officer's certificate in respect of such matters and without any independent investigation or verification on our part and (y) to only those laws and regulations that, in our experience, are normally applicable to transactions of the type contemplated by the Credit Agreement.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

(a) The Company is a corporation existing in good standing under the laws of the State of Delaware. The Company has the corporate power and authority to enter into and to incur and perform its obligations under the Credit Agreement.

(b) The execution and delivery to the Administrative Agent and the Lenders by the Company of the Credit Agreement and the performance by the Company of its obligations thereunder (i) do not require under present law, or present regulation of any governmental agency or authority, of the State of New York or the United States of America any filing or registration by the Company with, or approval or consent to the Company of, any governmental agency or authority of the State of New York or the United States of America that has not been made or obtained except those required in the ordinary course of business in connection with the performance by the Company of its obligations under certain covenants contained in the Credit Agreement and filings, registrations, consents or approvals in each case not required to be made or obtained by the date hereof and (ii) do not violate any present law, or present regulation of any governmental agency or authority, of the State of New York or the United States of America applicable to the Company or its property.

(c) The Credit Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

The opinions set forth above are subject to the following qualifications and limitations:

(A) Our opinions in paragraph (c) above are subject to (i) applicable bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, voidable preference, moratorium, receivership, conservatorship, arrangement or similar laws, and related regulations and judicial doctrines, from time to time in effect affecting creditors' rights and remedies generally, (ii) general principles of equity (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable

defenses, the exercise of judicial discretion and limits on the availability of equitable remedies), whether such principles are considered in a proceeding at law or in equity and (iii) the qualification that certain other provisions of the Credit Agreement may be unenforceable in whole or in part under the laws (including judicial decisions) of the State of New York or the United States of America, but the inclusion of such provisions does not affect the validity as against the Company of the Credit Agreement as a whole and the Credit Agreement contains adequate provisions for enforcing payment of the obligations governed thereby and otherwise for the practical realization of the principal benefits provided by the Credit Agreement, in each case subject to the other qualifications contained in this letter.

(B) We express no opinion as to the enforceability of any provision in the Credit Agreement:

- (i) providing that any person or entity may enforce any right or remedy thereunder, except in compliance with applicable laws;
- (ii) relating to indemnification, contribution or exculpation in connection with violations of any securities laws or statutory duties or public policy, or in connection with willful, reckless or unlawful acts or gross negligence of the indemnified or exculpated party or the party receiving contribution;
- (iii) providing that any person or entity may exercise set-off rights other than in accordance with and pursuant to applicable law;
- (iv) relating to choice of governing law to the extent that the enforceability of any such provision is to be determined by any court other than a court of the State of New York or may be subject to constitutional limitations;
- (v) purporting to confer, or constituting an agreement with respect to, subject matter jurisdiction of United States federal courts to adjudicate any matter;
- (vi) purporting to create a trust or other fiduciary relationship;
- (vii) specifying that provisions thereof may be waived or amended only in writing, to the extent that an oral agreement or an implied agreement by trade practice or

course of conduct has been created that modifies any provision of the Credit Agreement;

- (viii) giving any person or entity the power to accelerate obligations without any notice to the obligor;
 - (ix) granting or purporting to create a power of attorney, and we express no opinion as to the effectiveness of any power of attorney granted or purported to be created under the Credit Agreement;
 - (x) providing for restraints on alienation of property and purporting to render transfers of such property void and of no effect or prohibiting or restricting the assignment or transfer of property or rights to the extent that any such prohibition or restriction is ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code, as amended and in effect in the State of New York on the date hereof; or
 - (xi) providing for default interest rates, late charges or other economic remedies to the extent a court were to determine that any such economic remedy is not reasonable and therefore constitutes a penalty.
- (C) Our opinions as to enforceability are subject to the effect of generally applicable rules of law that:
- (i) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected; and
 - (ii) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange, or that permit a court to reserve to itself a decision as to whether any provision of any agreement is severable.

(D) We express no opinion as to the enforceability of any purported waiver, release, variation, disclaimer, consent or other agreement to similar effect (all of the foregoing, collectively, a “Waiver”) by the Company under the Credit Agreement to the extent limited by provisions of applicable law (including judicial decisions), or to the

extent that such a Waiver applies to a right, claim, duty or defense or a ground for, or a circumstance that would operate as, a discharge or release otherwise existing or occurring as a matter of law (including judicial decisions), except to the extent that such a Waiver is effective under and is not prohibited by or void or invalid under provisions of applicable law (including judicial decisions).

(E) For purposes of our opinions in paragraphs (a), (b) and (c) above insofar as they relate to the Company's obligations in its capacity as Guarantor under Section 9.01 of the Credit Agreement, we have assumed that the Company's obligations under Section 9.01 of the Credit Agreement are, and would be deemed by a court of competent jurisdiction to be, necessary or convenient to the conduct, promotion or attainment of the Company's business.

(F) To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Credit Agreement (other than the Company) have the power to enter into and perform such documents and to consummate the transactions contemplated thereby and that such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such parties. In addition, we have assumed the due authorization, execution and delivery of the Credit Agreement by the Company.

(G) We express no opinion as to the application of, and our opinions above are subject to the effect, if any, of, any applicable fraudulent conveyance, fraudulent transfer, fraudulent obligation or preferential transfer law.

(H) The opinions expressed herein are limited to the federal laws of the United States of America and the laws of the State of New York and, to the extent relevant to the opinions expressed in paragraph (a) above, the General Corporation Law of the State of Delaware, in each case as currently in effect.

(I) Our opinions are limited to those expressly set forth herein, and we express no opinions by implication. This opinion letter speaks only as of the date hereof and we have no responsibility or obligation to update this opinion letter, to consider its applicability or correctness to any person or entity other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware.

(J) We express no opinion as to the compliance or noncompliance, or the effect of the compliance or noncompliance, of each of the addressees or any other person or entity with any state or federal laws or regulations applicable to each of them by reason of their status as or affiliation with a federally insured depository institution.

The opinions expressed herein are solely for the benefit of the addressees hereof and of any other person or entity becoming a Lender or the Administrative Agent under the Credit Agreement, in each case above, in connection with the transaction referred to herein and may not be relied on by such addressees or such other persons or entities for any other purpose or in any manner or for any purpose by any other person or entity.

Very truly yours,

JONES DAY

FORM OF DESIGNATION LETTER

Citibank, N.A.

as Administrative Agent for

the Lenders referred to below,

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

[Date]

Ladies and Gentlemen:

The undersigned, Harsco Corporation (the “Company”), refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the “Credit Agreement”), among the Company, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Company hereby designates [Name of Approved Borrower] (the “Approved Borrower”), a wholly owned subsidiary of the Company and a corporation duly incorporated under the laws of [State/Country], as a Borrower in accordance with Section 2.21 of the Credit Agreement until such designation is terminated in accordance with such Section 2.21.

The Approved Borrower hereby accepts the above designation and hereby expressly and unconditionally accepts the obligations of a Borrower under the Credit Agreement, adheres to the Credit Agreement and agrees and confirms that, upon its execution of this Designation Letter, it shall be a Borrower for purposes of the Credit Agreement and agrees to be bound by and to perform and comply with the terms and provisions of the Credit Agreement applicable to it as if it had originally executed the Credit Agreement. The Approved Borrower hereby authorizes and empowers the Company to act as its representative and attorney-in-fact for the purposes of signing documents and giving and receiving notices (including notices of borrowing under

Article II of the Credit Agreement) and other communications in connection with the Credit Agreement and the transactions contemplated thereby and for the purposes of modifying or amending any provision of the Credit Agreement and further agrees that the Administrative Agent and each Lender may conclusively rely on the foregoing authorization.

The Company hereby represents and warrants to the Administrative Agent and each Lender that, before and immediately after giving effect to this Designation Letter, (i) the representations and warranties set forth in Part A of Article III of the Credit Agreement are true and correct in all material respects on the date hereof as if made on and as of the date hereof and (ii) no Default has occurred and is continuing on the date hereof.

The Approved Borrower hereby represents and warrants to the Administrative Agent and each Lender that, immediately after giving effect to this Designation Letter, the representations and warranties set forth in Part B of Article III of the Credit Agreement are true and correct with respect to the Approved Borrower on the date hereof.

The Approved Borrower hereby instructs its counsel to deliver the opinion required by Section 4.02(a) of the Credit Agreement.

The Approved Borrower hereby agrees that this Designation Letter and the Credit Agreement, and the rights and obligations of the parties hereunder and thereunder, shall be governed by, and construed in accordance with, the laws of the State of New York. The Approved Borrower hereby irrevocably and unconditionally submits to the [exclusive] [nonexclusive] jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Designation Letter, the Credit Agreement or the transactions contemplated thereby. The Approved Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The Approved Borrower further agrees that service of process in any such action or proceeding brought in New York may be made upon it by service upon the Company at the address specified in the Credit Agreement and the Approved Borrower hereby irrevocably appoints the Company as its authorized agent ("Process Agent") to accept, on behalf of it and its property such service of process in New York, and the Company accepts such appointment.

[Insert for Approved Borrowers that are Domestic Subsidiaries or are treated as domestic corporations under Section 1504(d) of the Code:

The Company and the Approved Borrower shall be liable for all amounts due to the Administrative Agent and/or any Lender from the Company or any other Approved Borrower under the Credit Agreement, regardless of which of the Company or any Approved Borrower actually receives Loans or the amount of Loans received by the Company or any Approved Borrower or the manner in which the Administrative Agent and/or such Lender accounts for Loans on its books and records (without limiting the foregoing, the Company and the Approved Borrower shall be liable for Loans made to the Company and any other Approved Borrower). Each of the Company's and the Approved Borrower's obligations with respect to Loans made to it, and the obligations arising as a result of the joint and several liability under the Credit Agreement, with respect to Loans made to the Borrower or any Approved Borrower under the Credit Agreement, shall be separate and distinct obligations, but all such obligations shall be primary obligations of the Company or the Approved Borrower, as the case may be.]

[Insert for Approved Borrowers that are not Domestic Subsidiaries and are not treated as domestic corporations under Section 1504(d) of the Code:

The Company and the Approved Borrower hereby represent and warrant to the Administrative Agent and each Lender that the Approved Borrower is a "Non-U.S. Approved Borrower," which for purposes of this Designation Letter means an Approved Borrower that (i) is not organized or incorporated under the laws of one of the States of the United States of America, the laws of the District of Columbia or the Federal laws of the United States of America and (ii) is not treated as a domestic corporation under Section 1504(d) of the Code.

The Company shall be liable for all amounts due to the Administrative Agent and/or any Lender from the Company, the Approved Borrower, or any other Approved Borrower under the Credit Agreement, regardless of which of the Company or any Approved Borrower actually receives Loans or the amount of Loans received by the Company or any Approved Borrower or the manner in which the Administrative Agent and/or such Lender accounts for Loans on its books and records (without limiting the foregoing, the Company shall be liable for Loans made to the Company, the Approved Borrower and any other Approved Borrower). Each of the Company's obligations with respect to Loans made to it, and the Company's obligations arising as a result of the joint and several liability under the Credit Agreement with respect to Loans made to the Approved Borrower or any other Approved Borrower under the Credit Agreement, shall be separate and distinct obligations, but all such obligations shall be primary obligations of the Company.

The Approved Borrower shall be liable for all amounts due to the Administrative Agent and/or any Lender from the Approved Borrower or any other Non-U.S. Approved Borrower under the Credit Agreement, regardless of which of the Non-

U.S. Approved Borrowers actually receives Loans or the amount of Loans received by any Non-U.S. Approved Borrower or the manner in which the Administrative Agent and/or such Lender accounts for Loans on its books and records (without limiting the foregoing, the Approved Borrower shall be liable for Loans made to the Approved Borrower and any other Non-U.S. Approved Borrower). The Approved Borrower's obligations with respect to Loans made to it, and the Approved Borrower's obligations arising as a result of the joint and several liability under the Credit Agreement with respect to Loans made to any other Non-U.S. Approved Borrower under the Credit Agreement, shall be separate and distinct obligations, but all such obligations shall be primary obligations of the Approved Borrower.]

Each of the Company and the Approved Borrower agree that if the joint and several liability under the Credit Agreement, would, but for the application of this sentence, be unenforceable under applicable law, such joint and several liability shall be valid and enforceable to the maximum extent that would not cause such joint and several liability to be unenforceable under applicable law, and such joint and several liability shall be deemed to have been automatically amended accordingly at all relevant times.

THE APPROVED BORROWER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS DESIGNATION LETTER, THE CREDIT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Designation Letter to be duly executed by their duly authorized officers, all as of the date first above written.

HARSCO CORPORATION

By: _____

Name:

Title:

[APPROVED BORROWER]

By: _____

Name:

Title:

[Insert Address, Contact Name, Telephone and Facsimile Numbers]

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FORM OF TERMINATION LETTER

Citibank, N.A.

as Administrative Agent for

the Lenders referred to below,

Building #3

1615 Brett Rd.

New Castle, Delaware 19720

Attention: Thomas Schmitt

[Date]

Ladies and Gentlemen:

The undersigned, Harsco Corporation (the "Company"), refers to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the "Credit Agreement"), among the Company, the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Company hereby terminates the status as an Approved Borrower of [Name of Approved Borrower], a corporation incorporated under the laws of [State/Country], in accordance with Section 2.21 of the Credit Agreement, effective as of the date of receipt of this notice by the Administrative Agent. The undersigned hereby represents and warrants that all principal and interest on all Loans of the above-referenced Approved Borrower and all other amounts payable by such Approved Borrower pursuant to the Credit Agreement have been paid in full on or prior to the date hereof. Notwithstanding the foregoing, this Termination Letter shall not affect any obligation which by the terms of the Credit Agreement survives termination thereof.

HARSCO CORPORATION

By: _____

Name:

Title:

cc: [Approved Borrower]

FORM OF LENDER JOINDER AGREEMENT

THIS LENDER JOINDER AGREEMENT (this "Joinder Agreement") dated as of [____], 20[___] to the Credit Agreement referenced below is by and among [NEW LENDER] (the "New Lender"), Harsco Corporation, a Delaware corporation (the "Company"), and Citibank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (the "Credit Agreement"), among the Company, the Lenders party thereto (the "Lenders"), the other parties party thereto and the Administrative Agent. Terms defined in the Credit Agreement are used herein with the same meanings.

W I T N E S S E T H

WHEREAS, pursuant to Section 2.23 of the Credit Agreement, the Company has requested that the New Lender provide an additional Commitment under the Credit Agreement; and

WHEREAS, the New Lender has agreed to provide the additional Commitment on the terms and conditions set forth herein and to become a "Lender" under the Credit Agreement in connection therewith;

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The New Lender hereby agrees to provide a Commitment to the Company in an amount up to its commitment set forth on Schedule 2.01 attached hereto. The existing Schedule 2.01 to the Credit Agreement shall be deemed to be amended to include the information set forth on Schedule 2.01 attached hereto.

2. The New Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Joinder Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the date hereof, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iii) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 thereof and such other documents and information as it has

deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement and, based on such information, has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender and (iv) if it is a Non-U.S. Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the New Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

3. The Company agrees that, as of the date hereof, the New Lender shall (a) be a party to the Credit Agreement and the other Loan Documents, (b) be a "Lender" for all purposes of the Credit Agreement and the other Loan Documents and (c) have the rights and obligations of a Lender under the Credit Agreement and the other Loan Documents.

4. The address of the New Lender for purposes of all notices and other communications is as set forth on the Administrative Questionnaire delivered by the New Lender to the Administrative Agent.

5. This Joinder Agreement may be executed in any number of counterparts and by the various parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one contract. Delivery of an executed counterpart of this Joinder Agreement by telecopier or electronic transmission shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

6. This Joinder Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Joinder Agreement to be executed by a duly authorized officer as of the date first above written.

[NEW LENDER]

By: _____
Name:
Title:

HARSCO CORPORATION

By: _____
Name:
Title:

Agreed and Accepted

CITIBANK, N.A., as Administrative Agent

By: _____

Name:

Title:

FORM OF SUBSIDIARY GUARANTY

GUARANTY, dated as of [_____] (this "Guaranty"), by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 24 (Additional Guarantors)* hereof (collectively, the "Guarantors" and individually a "Guarantor"), in favor of the Administrative Agent (as defined in the Credit Agreement referred to below), each Lender (as defined in the Credit Agreement referred to below), and each other holder of an Obligation (as defined below) (each, a "Guarantied Party" and, collectively, the "Guarantied Parties").

W i t n e s s e t h:

WHEREAS, pursuant to the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (together with all appendices, exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms defined therein and used herein having the meanings given to them in the Credit Agreement) among [_____] as a borrower (the "Company"), the Lenders party thereto, the other parties party thereto and Citibank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor is a direct or indirect Domestic Subsidiary of the Company;

WHEREAS, each Guarantor will receive substantial direct and indirect benefits from the making or maintaining of the Loans and the granting of the other financial accommodations to the Borrowers under the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement (and in particular Schedule 10.21 thereto), the Guarantors are required to execute and deliver this Guaranty for the benefit of the Guarantied Parties;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Guaranty

(a) To induce the Lenders to make the Loans, each Guarantor hereby absolutely, unconditionally and irrevocably guarantees, jointly with the other Guarantors and severally, as primary obligor and not merely as surety, the full and punctual payment when due and in the currency due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance herewith or any other Loan Document, of all the obligations of the Borrowers under the Loan Documents (collectively, the “Obligations”), whether or not from time to time reduced or extinguished or hereafter increased or incurred, whether or not recovery may be or hereafter may become barred by any statute of limitations, whether or not enforceable as against any Borrower, whether now or hereafter existing, and whether due or to become due, including principal, interest (including interest at the contract rate applicable upon default accrued or accruing after the commencement of any proceeding under Title 11 of the United States Code (the “Bankruptcy Code”), or any applicable provisions of comparable state or foreign law, whether or not such interest is an allowed claim in such proceeding), fees and costs of collection. This Guaranty constitutes a guaranty of payment and not of collection.

(b) Each Guarantor further agrees that, if any payment made by a Borrower or any other Person and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, then, to the extent of such payment or repayment, any such Guarantor’s liability hereunder shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, this Guaranty shall have been cancelled or surrendered, this Guaranty shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Guarantor in respect of the amount of such payment.

Section 2. Limitation of Guaranty

Any term or provision of this Guaranty or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount of the Obligations for which any Guarantor shall be liable shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Guaranty or any other Loan Document, as it relates to such Guarantor, subject to avoidance under applicable law relating to fraudulent conveyance or fraudulent transfer (including Section 548 of the Bankruptcy

Code or any applicable provisions of comparable state law or foreign law) (collectively, “**Fraudulent Transfer Laws**”), in each case after giving effect (a) to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under such Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor in respect of intercompany Indebtedness to a Borrower to the extent that such Indebtedness would be discharged in an amount equal to the amount paid by such Guarantor hereunder) and (b) to the value as assets of such Guarantor (as determined under the applicable provisions of such Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by such Guarantor pursuant to (i) applicable requirements of law, (ii) *Section 3 (Contribution)* of this Guaranty or (iii) any other contractual obligations providing for an equitable allocation among such Guarantor and other Subsidiaries or Affiliates of any Borrower of obligations arising under this Guaranty or other guaranties of the Obligations by such parties.

Section 3. Contribution

To the extent that any Guarantor shall be required hereunder to pay a portion of the Obligations exceeding the greater of (a) the amount of the economic benefit actually received by such Guarantor from the Loans and the other financial accommodations provided to the Borrowers under the Loan Documents and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Obligations (excluding the amount thereof repaid by the applicable Borrowers) in the same proportion as such Guarantor’s net worth at the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors at the date enforcement is sought hereunder, then such Guarantor shall be reimbursed by the other Guarantors for the amount of such excess, pro rata, based on the respective net worths of the other Guarantors at the date enforcement hereunder is sought.

Section 4. Authorization; Other Agreements

The Guarantied Parties are hereby authorized, without notice to, or demand upon, or consent of, any Guarantor, which notice, demand and consent requirements each are expressly waived hereby, and without discharging or otherwise affecting the obligations of each Guarantor hereunder (which obligations shall remain absolute and unconditional notwithstanding any such action or omission to act), from time to time, to do each of the following:

(a) supplement, renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, the Obligations, or any part of them, or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument (including the other Loan Documents) now or hereafter executed by any Borrower and delivered to the Guarantied Parties or any

of them, including any increase or decrease of principal or the rate of interest thereon;

(b) waive or otherwise consent to noncompliance with any provision of any instrument evidencing the Obligations, or any part thereof, or any other instrument or agreement in respect of the Obligations (including the other Loan Documents) now or hereafter executed by any Borrower and delivered to the Guaranteed Parties or any of them;

(c) accept partial payments on the Obligations;

(d) settle, release, compromise, collect or otherwise liquidate the Obligations, in any manner;

(e) add, release or substitute any one or more other guarantors, makers or endorsers of the Obligations or any part of them and otherwise deal with any Borrower or any other guarantor, maker or endorser;

(f) apply to the Obligations any payment or recovery (x) from any Borrower, from any other guarantor, maker or endorser of the Obligations or any part of them or (y) from any Guarantor in any order, in each case whether such Obligations are guaranteed or not guaranteed by others;

(g) apply to the Obligations any payment or recovery from any Guarantor of the Obligations or any sum realized from security furnished by such Guarantor upon its indebtedness or obligations to the Guaranteed Parties or any of them, in each case whether or not such indebtedness or obligations relate to the Obligations; and

(h) refund at any time any payment received by any Guaranteed Party in respect of any Obligation, and payment to such Guaranteed Party of the amount so refunded shall be fully guaranteed hereby even though prior thereto this Guaranty shall have been cancelled or surrendered, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any Guarantor hereunder in respect of the amount so refunded;

even if any right of reimbursement or subrogation or other right or remedy of any Guarantor is extinguished, affected or impaired by any of the foregoing (including any election of remedies by reason of any judicial, non-judicial or other proceeding in respect of the Obligations that impairs any subrogation, reimbursement or other right of such Guarantor).

Section 5. Guaranty Absolute and Unconditional

Each Guarantor hereby waives any defense of a surety or guarantor or any other obligor on any obligations arising in connection with or in respect of any of the following and hereby agrees that its obligations under this Guaranty are absolute and unconditional and shall not be discharged or otherwise affected as a result of any of the following:

- (a) the invalidity or unenforceability of any of the Obligations under the Credit Agreement or any other Loan Document or any other agreement or instrument relating thereto, or any guaranty of the Obligations or any part of them;
- (b) the absence of any attempt to collect the Obligations or any part of them from any Borrower or other action to enforce the same;
- (c) any Guarantied Party's election, in any proceeding instituted under Chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code or any applicable provisions of comparable state or foreign law;
- (d) any borrowing or grant of a lien by any Borrower, as debtor-in-possession, or extension of credit, under Section 364 of the Bankruptcy Code or any applicable provisions of comparable state or foreign law;
- (e) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any Guarantied Party's claim (or claims) for repayment of the Obligations;
- (f) any use of cash collateral under Section 363 of the Bankruptcy Code;
- (g) any agreement or stipulation as to the provision of adequate protection in any bankruptcy proceeding;
- (h) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Borrower, any Guarantor or any of the Company's other Subsidiaries, including any discharge of, or bar or stay against collecting, any Obligation (or any part of them or interest thereon) in or as a result of any such proceeding;
- (i) failure by any Guarantied Party to file or enforce a claim against any Borrower or its estate in any bankruptcy or insolvency case or proceeding;

- (j) any action taken by any Guarantied Party if such action is authorized hereby;
- (k) any change in the corporate existence or structure of any Borrower;
- (l) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Guarantor or any other Person against any Guarantied Party;
- (m) any requirement of law affecting any term of any Guarantor's obligations under this Guaranty; or
- (n) any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor or any other obligor on any obligations, other than the payment in full of the Obligations.

Section 6. Waivers

Each Guarantor hereby waives diligence, promptness, presentment, demand for payment or performance and protest and notice of protest, notice of acceptance and any other notice in respect of the Obligations or any part of them, and any defense arising by reason of any disability or other defense of any Borrower. Each Guarantor shall not, until the Obligations are irrevocably paid in full and the Commitments have been terminated, assert any claim or counterclaim it may have against any Borrower or set off any of its obligations to any Borrower against any obligations of such Borrower to it. In connection with the foregoing, each Guarantor covenants that its obligations hereunder shall not be discharged, except by complete performance.

Section 7. Reliance

Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrowers and any endorser and other guarantor of all or any part of the Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Obligations, or any part thereof, that diligent inquiry would reveal, and each Guarantor hereby agrees that no Guarantied Party shall have any duty to advise any Guarantor of information known to such Guarantied Party regarding such condition or any such circumstances. In the event any Guarantied Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, such Guarantied Party shall be under no obligation (a) to undertake any investigation not a part of its regular business routine, (b) to disclose any information that such Guarantied Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) to make any other or future disclosures of

such information or any other information to any Guarantor.

Section 8. Waiver of Subrogation and Contribution Rights

Until the Obligations have been irrevocably paid in full and the Commitments have been terminated, the Guarantors shall not enforce or otherwise exercise any right of subrogation to any of the rights of the Guarantied Parties or any part of them against any Borrower or any right of reimbursement or contribution or similar right against any Borrower by reason of this Guaranty or by any payment made by any Guarantor in respect of the Obligations.

Section 9. Subordination

Each Guarantor hereby agrees that any Indebtedness of a Borrower now or hereafter owing to any Guarantor, whether heretofore, now or hereafter created (the "Guarantor Subordinated Debt"), is hereby subordinated in right of payment to all of the Obligations and that, except as permitted under the Credit Agreement, any payment on the Guarantor Subordinated Debt received by a Guarantor after an Event of Default has occurred and is continuing shall be deemed to have been received by such Guarantor as trustee for the Guarantied Parties and upon written request of the Administrative Agent, shall be paid over to the Administrative Agent immediately on account of the Obligations, but without otherwise affecting in any manner such Guarantor's liability hereunder. Each Guarantor agrees to file all claims against any Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law in respect of any Guarantor Subordinated Debt, and the Administrative Agent and the other Guarantied Parties shall be entitled to all of such Guarantor's rights thereunder. If for any reason a Guarantor fails to file such claim at least ten Business Days prior to the last date on which such claim should be filed, such Guarantor hereby irrevocably appoints the Administrative Agent as its true and lawful attorney-in-fact and is hereby authorized to act as attorney-in-fact in such Guarantor's name to file such claim or, in the Administrative Agent's discretion, to assign such claim to and cause proof of claim to be filed in the name of the Administrative Agent or its nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Administrative Agent the full amount payable on the claim in the proceeding, and, to the full extent necessary for that purpose, each Guarantor hereby assigns to the Administrative Agent all of such Guarantor's rights to any payments or distributions to which such Guarantor otherwise would be entitled. If the amount so paid is greater than such Guarantor's liability hereunder, the Administrative Agent shall pay the excess amount to the party entitled thereto. In addition, each Guarantor hereby irrevocably appoints the Administrative Agent as its attorney-in-fact to exercise all of such Guarantor's voting rights in respect of its Guarantor Subordinated Debt in connection with any bankruptcy proceeding or any plan for the reorganization of any Borrower.

Section 10. Default; Remedies

The obligations of each Guarantor hereunder are independent of and separate from the Obligations. If any Obligation is not paid when due, or upon the occurrence and during the continuance of any Event of Default or upon the occurrence and during the continuance of any default by any Borrower as provided in any other instrument or document evidencing all or any part of the Obligations, the Administrative Agent may, at its sole election, proceed directly and at once, without notice, against any Guarantor to collect and recover the full amount or any portion of the Obligations then due, without first proceeding against any Borrower or any other guarantor of the Obligations, or against any collateral securing the Obligations or joining any Borrower or any other guarantor in any proceeding against any Guarantor.

Section 11. Irrevocability; Cancellation of Guaranty

(a) This Guaranty shall be irrevocable as to the Obligations (or any part thereof) until the Commitments have been terminated and all monetary Obligations then outstanding have been irrevocably repaid in cash, at which time this Guaranty shall automatically be cancelled and all obligations of the Guarantors hereunder shall be automatically and permanently terminated. Upon such cancellation and at the written request of any Borrower or any Guarantor or its successors or assigns, and at the cost and expense of such Borrower, such Guarantor or its successors or assigns (as applicable), the Administrative Agent shall execute in a timely manner a satisfaction of this Guaranty and such instruments, documents or agreements as are necessary or desirable to evidence the termination and discharge of this Guaranty.

(b) If any Guarantor ceases to be an Operating Subsidiary, whether as a result of the sale, transfer or other disposition of all of the capital stock or other equity interests of such Guarantor or such Guarantor becoming a Special Purpose Entity or for any other reason whatsoever, and so long as no Default or Event of Default has occurred and is continuing as a result thereof or immediately after giving effect thereto, then this Guaranty shall automatically be cancelled with respect to such Guarantor and such Guarantor's obligations hereunder shall be automatically and permanently terminated; provided that such termination will not affect the Guarantor's liability with respect to any of Guarantor's obligations hereunder that shall have become due and payable pursuant to the terms hereof and which remain outstanding at the time of such termination. Upon any such cancellation of this Guaranty with respect to any Guarantor and at the written request of any Borrower, such Guarantor or such Guarantor's successors or assigns, and at the cost and expense of such Borrower, such Guarantor or such Guarantor's successors or assigns (as applicable), the Administrative Agent shall

execute in a timely manner a satisfaction of this Guaranty with respect to such Guarantor and such instruments, documents or agreements as are necessary or desirable to evidence the termination of this Guaranty with respect to such Guarantor and the release and discharge of such Guarantor from this Guaranty.

Section 12. Setoff

Upon the occurrence and during the continuance of an Event of Default or upon all Obligations becoming due and payable (whether at stated maturity, by acceleration or otherwise), each Guarantied Party and each Affiliate of a Guarantied Party is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Guarantied Party or its Affiliates to or for the credit or the account of any Guarantor against any and all of the Obligations now or hereafter existing whether or not such Guarantied Party shall have made any demand under this Guaranty or any other Loan Document and even though such Obligations may be unmatured. Each Guarantied Party agrees promptly to notify such Guarantor after any such set-off and application made by such Guarantied Party or Affiliate to such Guarantied Party; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Guarantied Party under this *Section 12* are in addition to the other rights and remedies (including other rights of set-off) that such Guarantied Party may have.

Section 13. No Marshalling

Each Guarantor consents and agrees that no Guarantied Party or Person acting for or on behalf of any Guarantied Party shall be under any obligation to marshal any assets in favor of any Guarantor or against or in payment of any or all of the Obligations.

Section 14. Enforcement; Waivers; Amendments

(a) No delay on the part of any Guarantied Party in the exercise of any right or remedy arising under this Guaranty, the Credit Agreement or any other Loan Document or otherwise with respect to all or any part of the Obligations, or any other guaranty of all or any part of the Obligations shall operate as a waiver thereof, and no single or partial exercise by any such Person of any such right or remedy shall preclude any other or further exercise thereof or any exercise of any other right or remedy. Failure by any Guarantied Party at any time or times hereafter to require strict performance by any Borrower, any Guarantor, any other guarantor of all or any part of the Obligations or any other Person of any provision, warranty, term or condition contained in any Loan Document now or at any time hereafter executed by any such Persons and delivered to any Guarantied Party shall not waive, affect or diminish any right of

any Guarantied Party at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act (except by a written instrument pursuant to *Section 14(b)*) or knowledge of any Guarantied Party, or its respective agents, officers or employees. No waiver of any Event of Default by any Guarantied Party shall operate as a waiver of any other Event of Default or the same Event of Default on a future occasion, and no action by any Guarantied Party permitted hereunder shall in any way affect or impair any Guarantied Party's rights and remedies or the obligations of any Guarantor under this Guaranty. Any determination by a court of competent jurisdiction of the amount of any principal or interest owing by a Borrower to a Guarantied Party shall be conclusive and binding on each Guarantor irrespective of whether such Guarantor was a party to the suit or action in which such determination was made.

(b) No provision of this Guaranty may be waived, amended, supplemented or modified unless done so in a written instrument executed and delivered by each Guarantor and the Lenders required to consent thereto pursuant to *Section 10.08 (Waivers; Amendment)* of the Credit Agreement.

Section 15. Successors and Assigns

This Guaranty shall be binding upon each Guarantor and upon the successors and assigns of such Guarantor and shall inure to the benefit of the Guarantied Parties and their respective successors and assigns; all references herein to the Borrowers and to the Guarantors shall be deemed to include their respective successors and assigns. The successors and assigns of the Guarantors and the Borrowers shall include, without limitation, their respective receivers, trustees and debtors-in-possession. All references to the singular shall be deemed to include the plural where the context so requires.

Section 16. Representations and Warranties

Each Guarantor hereby represents and warrants to each of the Guarantied Parties as following:

(a) Such Guarantor and each of its Subsidiaries: (i) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (iii) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so

to qualify would have a Material Adverse Effect.

(b) None of the execution and delivery of this Guaranty, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or bylaws or other organizational documents of such Guarantor, or any applicable law or regulation, or any order, writ, injunction or decree of any court or Governmental Authority or agency, or any material agreement or instrument to which such Guarantor or any of its Subsidiaries is a party or by which any of them or their assets or properties is bound or to which any of them is subject, or constitute a default under any such agreement or instrument.

(c) Such Guarantor has all necessary corporate or other power and authority to execute, deliver and perform its obligations under this Guaranty, and to perform its obligations hereunder; the execution and delivery by such Guarantor of this Guaranty and the performance by such Guarantor hereof have been duly authorized by all necessary corporate or other action on its part (including, without limitation, any required shareholder approvals); and this Guaranty constitutes the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by such Guarantor of this Guaranty or for the validity or enforceability hereof.

Section 17. Governing Law

This Guaranty and the rights and obligations of the parties hereto shall be construed in accordance with, and governed by, the laws of the State of New York.

Section 18. Jurisdiction; Consent to Service of Process

(a) Each Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Guaranty or the other Loan Documents, or for recognition or

enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Guaranty shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Guaranty or the other Loan Documents against any Borrower or its properties or any Guarantor or its properties in the courts of any jurisdiction.

(b) Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Guaranty or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Guarantor irrevocably consents to service of process in the manner provided for notices in *Section 22* hereof. Nothing in this Guaranty will affect the right of any Guarantied Party to serve process in any other manner permitted by law.

Section 19. Waiver of Judicial Bond

To the fullest extent permitted by applicable law, each of the Guarantors waives the requirement to post any bond that otherwise may be required of any Guarantied Party in connection with any judicial proceeding to enforce such Guarantied Party's rights to payment hereunder or in connection with any other legal or equitable action or proceeding arising out of, in connection with, or related to this Guaranty and the Loan Documents to which it is a party.

Section 20. Certain Terms

The following rules of interpretation shall apply to this Guaranty: (a) the terms "*herein*," "*hereof*," "*hereto*" and "*hereunder*" and similar terms refer to this Guaranty as a whole and not to any particular Article, Section, subsection or clause in this Guaranty, (b) unless otherwise indicated, references herein to an Exhibit, Article, Section, subsection or clause refer to the appropriate Exhibit to, or Article, Section, subsection or clause in this Guaranty and (c) the term "*including*" means "*including without limitation*" except when used in the computation of time periods.

Section 21. Waiver of Jury Trial

Each party hereto (and each other Guarantied Party, by its acceptance of this Guaranty) hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Guaranty. Each party hereto (and each other Guarantied Party, by its acceptance of this Guaranty) (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Guaranty by, among other things, the mutual waivers and certifications in this Section 21.

Section 22. Notices

Any notice or other communication herein required or permitted shall be given as provided in Section 10.01 (Notices) of the Credit Agreement and, in the case of any Guarantor, to such Guarantor in care of the Company.

Section 23. Severability

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

Section 24. Additional Guarantors

Any Subsidiary that shall execute and deliver to the Administrative Agent a Guaranty Supplement in substantially the form of Exhibit A (Guaranty Supplement) attached hereto shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Guarantor party hereto on the date hereof.

Section 25. Costs and Expenses

Each Guarantor agrees to pay or reimburse the Administrative Agent and each of the other Guarantied Parties upon demand for all out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and such other Guarantied Parties in enforcing this Guaranty against such Guarantor or any security therefor or exercising or enforcing any other right or remedy available in connection herewith or therewith.

Section 26. Waiver of Consequential Damages

To the fullest extent permitted by applicable law, the Guarantors shall not assert, and hereby waive, any claim against any Guaranteed Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Guaranty, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby.

Section 27. Entire Agreement

This Guaranty, taken together with all of the other Loan Documents executed and delivered by the Guarantors, represents the entire agreement and understanding of the parties hereto and supersedes all prior understandings, written and oral, relating to the subject matter hereof and thereof.

Section 28. Counterparts

This Guaranty may be executed in any number of separate counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantors as of the day and year first set forth above.

[NAME OF GUARANTOR]²,

AS A GUARANTOR

ACKNOWLEDGED AND AGREED

as of the date first above written:

CITIBANK, N.A.,

as Administrative Agent

By: __

Name:

Title:

FORM OF GUARANTY SUPPLEMENT

Supplement to Guaranty.

The undersigned hereby agrees to be bound as a Guarantor under the Guaranty, dated as of [_____] (the "Guaranty"), among certain Domestic Subsidiaries of [_____] listed on the signature pages thereof and acknowledged by Citibank, N.A., as Administrative Agent, with the same force and effect as if the undersigned was an original signatory thereto (but effective as of the date hereof) and the undersigned hereby acknowledges receipt of a copy of the Guaranty. The undersigned hereby represents and warrants that each of the representations and warranties contained in *Section 16 (Representations and Warranties)* of the Guaranty applicable to it is true and correct with respect to it on and as the date hereof as if made on and as of such date. Capitalized terms used herein but not defined herein are used with the meanings given them in the Guaranty.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty Supplement to be duly executed and delivered as of _____, ____.

[NAME OF GUARANTOR]

By: ____

Name:

Title:

³ Insert legal name of the New Parent

ACKNOWLEDGED AND AGREED

as of the date first above written:

CITIBANK, N.A.,

as Administrative Agent

By: _____

Name:

Title:

EXHIBIT I

FORM OF REVOLVING NOTE

REVOLVING NOTE

U.S. \$[]

Dated: []

FOR VALUE RECEIVED, the undersigned, HARSCO CORPORATION, a Delaware corporation (the "Borrower"), HEREBY PROMISES TO PAY to the order of [] (the "Lender") for the account of its applicable lending office the aggregate principal amount of U.S. \$[] (or, to the extent of any Revolving Loans (as defined below) denominated in an Alternate Currency, the aggregate principal amount thereof in such currency) or, if less, the aggregate principal amount of the Revolving Loans (as defined below) owing to the Lender by the Borrower pursuant to the Credit Agreement (as defined below) on the Termination Date. The principal of each Revolving Loan evidenced hereby shall be payable on the last day of the Interest Period relating thereto, as provided in the Credit Agreement referred to below.

The Borrower promises to pay interest on the unpaid principal amount of each Revolving Loan from the date of such Revolving Loan until such principal amount is paid in full, at such interest rates, and payable at such times, and in the currency or currencies, as are specified in the Credit Agreement.

Both principal and interest are payable to Citibank, N.A. ("Citibank"), as Administrative Agent, or any successor to Citibank in such capacity, for the account of the Lender at the Administrative Agent's Office as defined in the Credit Agreement (or at the office of such successor, if applicable), in same day funds. Each Revolving Loan made by the Lender to the Borrower and the maturity thereof, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Revolving Note.

This Revolving Note is one of the promissory notes evidencing the Loans (as defined in the Credit Agreement) referred to in, and is entitled to the benefits of, the Amended and Restated Five-Year Credit Agreement dated as of March __, 2012 (said agreement, as further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") among Harsco Corporation, Citibank, in its capacity as Administrative Agent, the Lender and certain other lenders and other parties party thereto. The Credit Agreement, among other things, (i) provides for the making of loans (the "Revolving Loans") by the Lender to the Borrower and certain other borrowers from time to time in an aggregate amount not to exceed at any time outstanding the amount first above mentioned, the indebtedness of the Borrower resulting from each such Revolving Loan being evidenced by this Revolving Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

[The remainder of this page is intentionally left blank]

This Revolving Note shall be governed by, and construed in accordance with, the law of the State of New York.

HARSCO CORPORATION

By: _____

Name:

Title:

REVOLVING LOANS AND PAYMENTS OF PRINCIPAL

<u>Date</u>	<u>Amount and Type of Revolving Loan</u>	<u>Amount of Principal Paid or Prepaid</u>	<u>Unpaid Principal Balance</u>	<u>Notation Made By</u>
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EXHIBIT J

FORM OF NEW PARENT ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of _____, 20__, between HARSCO CORPORATION, a Delaware corporation (the "Assignor"), and [NAME OF NEW PARENT], a _____ (the "Assignee"), and acknowledged by CITIBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") party to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meanings given to them in such Credit Agreement.

W I T N E S S E I H:

WHEREAS, the Assignor, the Lenders, certain other parties and the Administrative Agent have entered into that certain Amended and Restated Five-Year Credit Agreement, dated as of March __, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Assignor desires that certain transactions result in a Permitted Reorganization under, and as defined in, the Credit Agreement; and

WHEREAS, this Agreement is executed and delivered pursuant to Schedule 10.21 to the Credit Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Credit Agreement. By executing and delivering this Agreement, the Assignor hereby assigns to the Assignee, and the Assignee hereby assumes, all rights, title, interests, obligations and liabilities of all and whatever nature of the Assignor in its

capacity as the “Company” and as a Borrower under the Credit Agreement and as the Guarantor under Article IX of the Credit Agreement from and after the date hereof with the same force and effect as if originally the “Company” and a “Borrower” and the “Guarantor”, as such terms are defined under the Credit Agreement. Without limiting the generality of the foregoing, the Assignee hereby expressly agrees to observe and perform and be bound by all of the terms, covenants, representations, warranties and agreements contained in the Credit Agreement that are binding upon, and to be observed or performed by, the Assignor in its capacity as the Borrower and as the Guarantor, except to the extent (i) such representations and warranties relate to an earlier date or (ii) the representations and warranties contained in Sections 3.11 and 3.13 of the Credit Agreement are modified by replacement schedules to the Credit Agreement delivered by the Assignee pursuant to and in accordance with Schedule 10.21 to the Credit Agreement. The Assignee hereby ratifies and confirms the validity of, and all of its obligations and liabilities under, the Credit Agreement and each other Loan Document.

2. Effect on the Credit Agreement and Loan Documents. On and after the effectiveness of this Agreement, each reference in the Credit Agreement and each other Loan Document to the “Company” shall mean and be a reference to the Assignee, and the Assignee shall be the “Company” for all purposes of the Credit Agreement and the other Loan Documents.

3. Governing Law. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Loan Document. This Agreement shall constitute a Loan Document.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

HARSCO CORPORATION, as Assignor

By: _____

Name:

Title:

[NAME OF NEW PARENT], as Assignee

By: _____

Name:

Title:

ACKNOWLEDGED:

CITIBANK, N.A., as Administrative Agent

By: _____

Name:

Title:

HARSCO CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Henry W. Knueppel, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Harsco Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 31, 2012

/s/ Henry W. Knueppel

Henry W. Knueppel

Interim Chief Executive Officer

HARSCO CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephen J. Schnoor, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Harsco Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 31, 2012

/s/ Stephen J. Schnoor

Stephen J. Schnoor

Chief Financial Officer

**HARSCO CORPORATION
CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Harsco Corporation (the "Company") on Form 10-Q for the period ending June 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of our knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 31, 2012

/s/ Henry W. Knueppel

Henry W. Knueppel

Interim Chief Executive Officer

/s/ Stephen J. Schnoor

Stephen J. Schnoor

Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Harsco Corporation and will be retained by Harsco Corporation and furnished to the Securities and Exchange Commission or its staff upon request.
