

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **December 22, 2008**

Commission File Number 1-3970

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**

(Former name or former address, if changed since last report)

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

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

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Amendment to Credit Facility

On December 22, 2008, an amending agreement (the “Amending Agreement”), among Harsco Finance B.V. and Harsco Investment Limited as borrowers, Harsco Corporation as guarantor and the Royal Bank of Scotland plc acting as agent for National Westminster Bank plc (the “Lender”) became effective. As of the date of the Amending Agreement, the term of the credit facility originally entered into among the parties on December 15, 2000 (the “Facility Agreement”) has been extended, and the amount of the credit facility has been reduced to \$30 million from \$50 million. The reduction in amount accommodates the Company’s current anticipated liquidity needs and reduces borrowing cost. The Amending Agreement has further enhanced the Company’s strong liquidity position, bringing total limits under various credit facilities to \$700 million.

The amended facility serves as back-up to the Company’s commercial paper programs and also provides available financing for the Company’s European operations. Borrowings under this facility are available in most major currencies with active markets at interest rates based upon LIBOR plus a margin.

As a result of the Amending Agreement, (i) the final maturity date for any revolving loan not converted into a term loan has been extended until December 10, 2009 (with such date subject to further extension); (ii) the final maturity date for each term loan converted from a revolving loan has been extended to December 10, 2010; and (iii) the final maturity date for any further term loan requested has been changed to December 10, 2010.

After giving effect to the Amending Agreement, the Facility Agreement continues to contain usual and customary affirmative and negative covenants and customary events of default that would permit the lenders to accelerate the loans if not cured within applicable grace periods, including the failure to make timely payments under the Facility Agreement, the failure to satisfy covenants and specified events of bankruptcy and insolvency.

The foregoing description of the Amending Agreement and certain provisions of the Facility Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Amending Agreement, which is attached hereto as Exhibit 10.1, the full text of the Facility Agreement previously filed with the Commission and by reference to the description of our debt and credit agreements contained in the Company’s Form 10-K for the year ended December 31, 2007, and Form 10-Q for the period ended September 30, 2008. From time to time, the Lender provides customary commercial and investment banking services to the Company.

The statements contained in this Current Report on Form 8-K that are not historical facts are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements include statements regarding the Company’s strong liquidity position. These forward-looking statements are made subject to certain risks and uncertainties, which could cause actual results to differ materially from those presented in these forward-looking statements. Such risks and uncertainties include, but are not limited to, the following: changes in the worldwide business environment in which the Company operates; changes in the performance of stock and bond markets; changes in governmental laws and regulations; market and competitive changes, including pricing pressures, market demand and acceptance for new products, services, and technologies; unforeseen business disruptions in one or more of the many countries in which the Company operates; the seasonal nature of the Company’s business; and the successful integration of the Company’s strategic acquisitions. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date hereof.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibit 10.1. Amending Agreement to the Credit Facility

SIGNATURE

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

HARSCO CORPORATION

(Registrant)

DATE December 29, 2008

/s/ Mark E. Kimmel

Mark E. Kimmel
Senior Vice President,
Chief Administrative Officer,
General Counsel and
Corporate Secretary

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Exhibit 10.1. Amending Agreement to the Credit Facility

THIS AMENDING AGREEMENT is made the Twenty Second day of December 2008

BETWEEN

- (1) **HARSCO FINANCE B.V.** (a company incorporated in The Netherlands) and **HARSCO INVESTMENT LIMITED** (registered number 03985379) (each a "**Borrower**" and together the "**Borrowers**");
- (2) **HARSCO CORPORATION** (a corporation incorporated in the State of Delaware) (the "**Guarantor**"); and
- (3) **THE ROYAL BANK OF SCOTLAND plc** acting as agent for **NATIONAL WESTMINSTER BANK Plc** (the "**Lender**")

WHEREAS

- (A) The Lender, the Borrowers and the Guarantor entered into a US\$50,000,000 (subsequently reduced to US\$30,000,000) credit facility dated 15 December 2000, as amended by side letters dated 19 December 2001, 6 March 2003, 19 December 2003, 17 December 2004, 12 December 2005, 8 December 2006, 31 January 2008 and 8 December 2008 (the "**Facility Agreement**"); and
- (B) The Lender, the Borrowers and the Guarantor have agreed to make certain amendments to the Facility Agreement.

NOW IT IS AGREED as follows:

1. AMENDMENTS

With effect from the Effective Date the following amendments shall be made to the Facility Agreement:

- 1.1** In the definition of "**Final Maturity Date**" in Clause 1.1 of the Facility Agreement sub clause (a) shall be deleted in its entirety and replaced with:
 - (a) in relation to a Revolving Loan not converted into a Term Loan pursuant to Clause 7.2 (Term-Out), 10 December 2009 or, if extended in accordance with Clause 7.3 (Extension), the date provided for in Clause 7.3 (Extension); or
 - 1.2** The definition of "**Margin**" in Clause 1.1 of the Facility Agreement shall be deleted in its entirety and replaced with:

"**Margin**" means 1.50 per cent. per annum.
 - 1.3** Clause 7.2(b)(i) of the Facility Agreement shall be deleted in its entirety and replaced with:
 - (i) the date to which the Final Maturity Date for each Term Loan converted from a Revolving Loan is to be extended, which date shall be no later than 9 December 2010;
 - 1.4** Clause 7.2(b)(iv) of the Facility Agreement shall be deleted in its entirety and replaced with:
 - (iv) the Final Maturity Date for any further Term Loan requested, which date shall be no later than 9 December 2010.
 - 1.5** A new clause 7.2(c) (v) shall be incorporated into the Facility Agreement as follows:
 - (v) The Borrowers shall pay to the Lender a term out fee of 0.25 per cent. of each Revolving Loan being converted to a Term Loans in accordance with this Clause 7.2 (Term-Out).
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1.6 Clause 12.1(a) of the Facility Agreement shall be deleted in its entirety and replaced with:

- (a) The Guarantor shall pay to the Lender a commitment fee in Dollars computed at the rate of 0.525 per cent. per annum on the Available Commitment from day to day during the Availability Period.

1.7 Clause 24.1(b) shall be deleted in its entirety and replaced with:

- (b) transfer by novation any of its rights and obligations, to any other bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

1.8 A new sub clause 24.3(d) shall be incorporated into to the Facility Agreement as follows

- (d) Any Lender may also disclose the size and term of the Facility and the name of each of the Obligors to any investor or a potential investor in a securitisation (or similar transaction of broadly equivalent economic effect) of that Lender's rights or obligations under the Finance Documents.

1.9 A new clause 24.4 shall be incorporated into to the Facility Agreement as follows:

24.4 Security over Lenders' rights

In addition to the other rights provided to the Lender under this Clause 24, the Lender or any New Lender may without consulting with or obtaining consent from the Borrowers or the Guarantor, at any time charge, assign or otherwise create any Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure its obligations including, without limitation:

- (a) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank; and
- (b) in the case of any New Lender which is a fund, any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that New Lender as security for those obligations or securities,

except that no such charge or assignment of a Security Interest shall:

- (i) release the Lender or any New Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security Interest for the Lender or New Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by the Borrowers or grant to any person any more extensive rights than those required to be made or granted to the Lender or relevant New Lender under the Finance Documents.

2. EFFECTIVE DATE

The Effective Date shall be the date the Lender confirms it has received, in form and substance satisfactory to it:

2.1 a copy, certified a true and up to date copy by the Secretary of Harsco Investment Limited of a resolution of its board of directors approving the execution and delivery of this Amending Agreement and the performance of the obligations hereunder and authorising a person or persons (specified by name) on behalf of it to sign and deliver this Amending Agreement and any other documents to be delivered by it pursuant hereto and to give all notices which may be required to be given on its behalf hereunder;

- 2.2 a legal opinion of the General Counsel and Secretary of the Guarantor in a form acceptable to the Lender;
- 2.3 a legal opinion from the in house legal advisers to Harsco Finance B.V. in the Netherlands in a form acceptable to the Lender;
- 2.4 a copy of this Amending Agreement signed by the Borrowers and the Guarantor.

3. FEES

The Guarantor must pay to the Lender a fee of US\$67,500.

4. REPRESENTATIONS AND WARRANTIES

The Repeating Representations and Warranties set out in Clause 19.20 of the Facility Agreement shall be deemed repeated by the Borrowers and the Guarantor on the date of this Amending Agreement with reference to the facts and circumstances then existing.

5. MISCELLANEOUS

- 5.1 All capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the Facility Agreement.
- 5.2 All other terms and conditions of the Facility Agreement remain the same.
- 5.3 This Amending Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English courts.
- 5.4 This Amending Agreement is a Finance Document.

SIGNED FOR AND ON BEHALF OF:-

THE LENDER

By: J Jones, Director

Address: 135 Bishopsgate, London EC2M 3UR

Attention: J Jones

HARSCO FINANCE B.V.

By: M.H. Cubitt, Director
M.E. Kimmel, Director

Address: Wenckebachstraat 1
1951 JZ Velsen-Noord, Postbus 83
1970 AB Ijmuiden

Attention: Financial Manager

HARSCO INVESTMENT LIMITED

By: M.H. Cubitt, Director

Address: Harsco House
Regent Park, 299 Kingston Road
Leatherhead, Surrey KT22 7SG

Attention: M.R.G. Hoad

HARSCO CORPORATION

By: S.J. Schnoor, Senior Vice President & CFO

Address: 350 Poplar Church Road
Camp Hill, PA 17011

Attention: R.G. Yocum