

This Current Report on Form 8-K/A amends Form 8-K (dated October 6, 1997 and filed by the Registrant on October 16, 1997) by providing the full text of two exhibits with respect to which Registrant had previously sought confidential treatment.

ITEM 7(c) Exhibit Index

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2b. Supplemental Agreement No. 1 To Purchase Agreement.	1 - 9
2c. Allocation and Contribution Agreement.	1 - 16

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 thereunto duly authorized.

HARSCO CORPORATION
(Registrant)

Date: January 5, 1998

By: /s/ Salvatore D. Fazzolari

Salvatore D. Fazzolari
Senior Vice President and
Chief Financial Officer

(c)	Exhibit Index	Document Pages -----
2b.	Supplemental Agreement No. 1 To Purchase Agreement.	1 - 9
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SUPPLEMENTAL AGREEMENT NO.1 TO PURCHASE AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO PURCHASE AGREEMENT (this "Agreement"), dated as of August 25, 1997, is entered into by and among FMC Corporation, a Delaware corporation, Harsco Corporation, a Delaware corporation, Harsco UDLP Corporation, a Pennsylvania business corporation (together with FMC Corporation and Harsco Corporation, "Sellers"), and Iron Horse Acquisition Corp., a Delaware corporation ("Buyer"). Capitalized terms used and not otherwise defined in Section 6 below or otherwise herein have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Sellers and Buyer are parties to a Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof;

WHEREAS, this Agreement contemplates the issuance of a Special Note under certain specified circumstances, which Special Note is intended to provide Buyer security against any Loss resulting from a Call Election, a Liquidation Election, a Purported Turkish Termination, a Joint Venture Termination, a License Agreement Termination or other Adverse Legal Consequences (collectively, "Loss Events" and each, a "Loss Event") as applicable, but which is not intended to provide any compensation or security with respect to any Losses resulting from any other factors, including the performance of UDLP or FNSS, changes within SSM and/or the government of Turkey and the scheduled expiration of the Turkish Procurement Contract; and

WHEREAS, Sellers and Buyer intend this Agreement to supplement and modify the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Modification of the Initial Purchase Price. Pursuant to Section 1(b) of the Purchase Agreement, the Initial Purchase Price is \$850,000,000 payable in immediately available funds at the Closing. Notwithstanding the terms of Section 1(b) of the Purchase Agreement, and any other provision of the Purchase Agreement to the contrary, Sellers and Buyer hereby agree that unless Sellers have obtained a Nurol Waiver and a Turkish Acknowledgement prior to the Closing the Initial Purchase Price shall be modified to consist of (i) \$800,000,000 payable in immediately available funds at the Closing and (ii) a note in the aggregate principal amount of \$50,000,000, in form and substance reasonably satisfactory to Sellers and Buyer, containing the terms and conditions specified on Exhibit A hereto (the "Special Note") deliverable to Sellers at the Closing.

2. Mandatory Prepayment of Special Note. Upon the first to occur of any of the following events, the aggregate principal amount outstanding under the Special Note and all accrued and unpaid interest thereon will become immediately due and payable, subject to the rights of set-off in Section 3:

(a) the occurrence of both (i) a Nurol Waiver or a Nurol Revocation and (ii) a Turkish Acknowledgment;

(b) the consummation of an initial public offering of shares of common equity interests or other securities equivalent thereto of UDLP;

(c) the consummation of (i) the sale of UDLP to one or more parties pursuant to which such party or parties acquire greater than 50% of the equity interests, capital stock or other securities of UDLP (whether by merger, consolidation, sale or transfer of equity interests, capital stock or other securities or otherwise) or (ii) the sale of all or substantially all of UDLP's assets, in either case whether in one transaction or a series of related transactions;

(d) the consummation of a sale of all or substantially all of UDLP's Turkish business or UDLP's interests in FNSS not pursuant to a Call or a Liquidation;

(e) the consummation of the Call pursuant to the terms of Section 11.4 of the Joint Venture Agreement; and

(f) the substantial completion of the Liquidation pursuant to the terms of Section 11.4 of the Joint Venture Agreement.

3. Right of Set-Off. Upon the maturity of the Special Note, whether at scheduled maturity or pursuant to the mandatory prepayment provisions of Section 2 or pursuant to acceleration (the "Set-Off Date"), Buyer shall have the right to assert a set-off against any and all amounts due under the Special Note the amount of any Loss that Buyer shall have incurred as a result of a Loss Event. If Buyer desires to assert such a Loss, Buyer shall provide to Sellers (as soon as possible, and in any event within 30 days after the Set-Off Date in the case of a mandatory prepayment of the Special Note or acceleration and on or before the Set-Off Date in the case of scheduled maturity) a written statement (a "Set-Off Statement") setting forth in reasonable detail the amount of any asserted Loss, the basis of Buyer's asserted right to set-off of any such Loss and a detailed statement of how any such Loss is a result of a Loss Event. Sellers may contest the amount or validity and propriety of any item of Loss set forth on the Set-Off Statement by giving written notice thereof to Buyer within 60 days after receipt of the Set-Off Statement. No amount of Loss specified on any Set-Off Statement shall be valid or proper unless it is set forth in reasonable detail on such Set-Off Statement, and the amount of any Loss on any such Set-Off Statement not contested by Sellers in such a written notice of Sellers shall be conclusively deemed to be valid and proper. The amount of any Loss specified in a Set-Off Statement which is so contested shall be resolved pursuant to the arbitration provisions set forth on Schedule 29(b) of the Purchase Agreement. In determining the existence or amount of a Loss, the arbitrators will be entitled to take into account any substituted business of UDLP or its Affiliates in Turkey which in reality offsets or compensates UDLP for any Loss resulting from a Loss Event. Interest shall continue to accrue on the principal amount of the Special Note which was not paid based on any Loss specified in a Set-Off Statement which is subject to arbitration as provided above and shall be payable to Sellers if and when such amount is determined to have not been properly set-off but shall not be payable with respect to any such amount which is determined to have been properly set-off.

4. Limitations on Right of Set-Off. Notwithstanding anything to the contrary in Section 3 above, the right of Buyer to a set-off as specified in Section 3 above is subject to the following limitations. If there has occurred a Purported Turkish Termination and subsequently, in any final and non-appealable adjudication, it is determined by a court, agency or other tribunal of competent jurisdiction that such Purported Turkish Termination was impermissible, wrongful, unlawful or otherwise improper, then the amount of Loss set-off in connection with the applicable Set-Off Statement shall be redetermined by the arbitrators pursuant to the arbitration provisions set forth on Schedule 29(b) of the Purchase Agreement and any reduction shall be paid (with accrued interest thereon) to Sellers.

5. Covenants.

(a) In anticipation of or in the event of a Loss Event, Sellers shall have the right to participate in any and all negotiations, discussions, meetings and other communications relating to the Loss Event or potential Loss Event, as applicable, and shall have the right to approve of any and all settlements, agreements or other arrangements made in connection therewith (such approval not to be unreasonably withheld or delayed).

(b) In anticipation of or in the event of a Loss Event, subject to Seller's rights pursuant to clause (a) above, Buyer shall and shall cause its Affiliates to use all commercially reasonable efforts to (a) obtain a Nuro1 Revocation in the most cost-effective and expeditious manner practicable (provided that the costs thereof to UDLP or Buyer shall constitute a loss subject to rights of set-off) and (b) otherwise act in good faith to minimize any Loss in respect of any such Loss Event.

(c) Buyer and UDLP will use all commercially reasonable efforts to maximize the value (exclusive of any rights of set-off under this Agreement) of UDLP's Turkish business and FNSS, whether or not in connection with either a Call or a Liquidation, as applicable, including (if required under appropriate circumstances) permitting the assignment of FNSS's rights under the Manufacturing License Agreement (other than to a competitor of UDLP) and/or extending the term of the Manufacturing License Agreement on commercially reasonable terms.

(d) Buyer shall deliver to Sellers at Buyer's sole cost and expense (so long as Sellers hold any portion of the outstanding principal amount of the Special Note or so long as any arbitration proceeding contemplated by Section 3 above is not finally resolved, whichever is later, and in the form regularly prepared in the ordinary course):

(i) as soon as available after the end of each monthly accounting period in each fiscal year, unaudited statements of income and cash flows of FNSS for such monthly period and for the period from the beginning of the fiscal year to the end of such month, and unaudited balance sheets of FNSS as of the end of such monthly period;

(ii) within 90 days after the end of each fiscal year, statements of income and cash flows of FNSS for such fiscal year, and balance sheets of UDLP's Turkish business and/or FNSS as of the end of such fiscal year;

(iii) promptly upon receipt thereof, any additional reports, management letters or other detailed information concerning significant aspects of FNSS' operations or financial affairs given to Buyer or UDLP by their independent accountants (and not otherwise contained in other materials provided hereunder);

(iv) an annual budget with respect to FNSS for each fiscal year as and when prepared in the ordinary course, and promptly upon preparation thereof any other significant budgets prepared by UDLP with respect thereto;

(v) with reasonable promptness, such other information and financial data concerning FNSS as Sellers may reasonably request.

(e) So long as Sellers hold any portion of the outstanding principal amount of the Special Note or so long as any arbitration proceeding contemplated by Section 3 above is not finally resolved, whichever is later, Sellers shall be entitled at their election to designate one person to serve as an observer at meetings of the board of directors of FNSS and Buyer shall use its reasonable best efforts to permit such person to attend all meetings of the board of directors of FNSS.

6. Definitions. As used in this Agreement (including the Exhibits hereto), the following definitions shall apply:

"Adverse Legal Consequences" shall mean Losses to Buyer or UDLP, under Turkish law or the Turkish Contracts, resulting from or caused by the change of control and ownership at Closing without the prior consent of SSM or Nuro1.

"Call" means the sale by UDLP of all of the shares of FNSS owned by it to Nuro1 pursuant to the provisions of Section 11.4(iii) and 11.4(A) of the Joint Venture Agreement.

"Call Election" means the delivery of written notice within the time periods permitted by the Joint Venture Agreement by Nuro1 to UDLP indicating that Nuro1 has exercised its rights under Section 11.4(iii) and Section 11.4(A) of the Joint Venture Agreement with respect to the Call.

"FNSS" means FMC-Nuro1 Savunma Sansyii A.S. and its successors.

"Joint Venture Agreement" means the Restated Joint Venture Agreement of FMC-Nuro1 Savunma Sansyii A.S., as amended by Amendment 1 to the Restated Joint Venture Agreement dated July 1, 1997.

"License Agreement Termination" shall mean the termination of the Manufacturing License Agreement pursuant to Article IX.A thereof as a result of the change of control and ownership effected by Closing (it being understood that UDLP will not permit FNSS to terminate the Manufacturing License Agreement so long as UDLP remains in control of FNSS).

"Liquidation" means the liquidation and dissolution of FNSS pursuant to the provisions of Section 11.4(iii) and 11.4(B) of the Joint Venture Agreement.

"Liquidation Election" means the delivery of written notice within the time periods permitted by the Joint Venture Agreement by Nurol to UDLP indicating that Nurol has exercised its rights under Section 11.4(iii) and Section 11.4(B) of the Joint Venture Agreement with respect to the Liquidation.

"Loss" means a diminution in value, if any, of UDLP's equity interest in FNSS or other Turkish business interests, taking into account any related royalties, management fees or other payments or distributions received or to be received, including as a result of a Call or a Liquidation, taken as a whole and on a going-concern basis, from the date hereof to the applicable measurement date, as a result of a Loss Event, and any diminution in value of UDLP's Turkish business interests due to a License Agreement Termination, and any costs or expenses incurred by UDLP or Buyer to obtain a Nurol Waiver, Nurol Revocation or Turkish Acknowledgment or to avoid or mitigate Loss from a Loss Event, but shall not include any Losses as a result of any other unrelated factors, including the performance of UDLP or FNSS, changes within SSM and/or the government of Turkey and the scheduled expiration of the Turkish Procurement Contract.

"Manufacturing License Agreement" means the Manufacturing License Agreement, dated August 3, 1989, by and between UDLP and FNSS, as amended.

"Nurol" means Nurol Inasaat ve Ticaret A.S. and its successors.

"Nurol Revocation" means, after delivery by Nurol to UDLP of a Call Election or a Liquidation Election, (i) a written agreement of Nurol that it will not pursue the Call or the Liquidation, as applicable, and (ii) the earlier of the expiration or waiver of any rights to make a Termination Election or the passage of 365 days after Closing where Nurol has not made a Termination Election.

"Nurol Waiver" means either (i) a written agreement of Nurol that it will make neither a Call Election nor a Liquidation Election nor a Termination Election or (ii) (x) the passage of one hundred twenty days after Closing without Nurol having made a Call Election or a Liquidation Election and (y) the earlier of the expiration or waiver of any rights to make a Termination Election or the passage of 365 days after Closing where Nurol has not made a Termination Election.

"Purported Turkish Termination" means a written notice delivered to UDLP by SSM or its agent stating that SSM has canceled the Turkish Procurement Contract pursuant to Section 19.1.3 of the Turkish Procurement Contract as a result of the change of control and ownership effected at Closing.

"SSM" means the Under Secretariat for Defense Industries of Turkey.

"Termination Election" shall mean an election by Nurol to terminate the Joint Venture Agreement pursuant to Article 18 thereof as a result of the change of control and ownership effected by the Closing.

"Turkish Acknowledgment" means either (i) a letter or other writing from SSM acknowledging the transaction between Sellers and Buyer that evidences the intention of SSM to continue the Turkish Production Contract despite the change of ownership and control effected by

the Closing or (ii) the passage of 365 days after Closing where SSM has not made a Purported Turkish Termination.

"Turkish Contracts" shall mean the Turkish Procurement Contract, the Manufacturing License Agreement and the Joint Venture Agreement, collectively.

"Turkish Procurement Contract" means the Contract between the Under Secretariat for Defense Industries and FNSS.

"UDLP" means United Defense, L.P. and its successors.

7. Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement shall be effective against any party hereto unless such modification, amendment or waiver is approved in writing by such party. The failure of any party hereto to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

10. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable the respective successors and assigns of each of the parties hereto.

11. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

12. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to any party hereto at the address indicated in the Purchase Agreement, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices shall be deemed to have been

given hereunder when delivered personally, three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

14. Descriptive Headings; Interpretation. The descriptive headings and captions of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" herein shall mean "including without limitation."

15. Sole Remedy. The rights of set-off as provided in this Agreement shall be the exclusive right and remedy of Buyer for any alleged Loss resulting from any Loss Event (it being understood, however, that Buyer shall only be entitled to a set-off under the circumstances, in the events contemplated by and pursuant to the provisions of Sections 3 and 4 above). Other than as set forth in this Agreement, Sellers shall have no liability whatsoever for any amount claimed to be set-off pursuant to the terms of this Agreement or in excess of the amount, if any, available to be set-off hereunder from time to time.

* * * * *

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

FMC CORPORATION

By: /s/ J. Paul McGrath

Its: Senior Vice President

HARSCO CORPORATION

By: /s/ Leonard A. Campanaro

Its: Senior Vice President and C.F.O.

HARSCO UDLP CORPORATION

By: /s/ Leonard A. Campanaro

Its: Treasurer

IRON HORSE ACQUISITION CORP.

By: /s/ Allan M. Holt

Its: President

EXHIBIT A -- TERMS OF THE SPECIAL NOTE

Borrower: The entity that issues the Senior Debt and Senior Notes.

Principal Amount: \$50,000,000

Maturity: The final maturity of the Special Note shall be 3 years from the Closing Date.

Ranking: The payment of principal of, premium, if any, and interest on the Special Note will be subordinate and subject in right of payment to all existing and future Senior Indebtedness (to be defined) and pari passu in right of payment with all other senior subordinated or subordinated indebtedness of Borrower. Initially Senior Indebtedness will consist principally of Borrower's bank facility and subordinated indebtedness will consist principally of \$225 million of senior subordinated notes (the "Senior Notes"), and the parties will agree to appropriate protections to preserve equivalent type of ranking in connection with future debt incurrences.

Guaranties: Each person who guarantees Borrower's Senior Notes (each a "Guarantor" and, collectively, the "Guarantors") shall be required to provide a guaranty of all amounts owing under the Special Note (the "Guaranties"), equivalent in ranking and terms to the Guarantees of the Sub Debt.

Interest Rates: Outstanding principal on the Special Note shall bear interest at the same rate per annum as the Senior Notes, and shall be payable quarterly in arrears on the last business day of each calendar quarter. Interest will also be payable at the time of repayment of the Special Note and at maturity.

Covenants: The Special Note will have substantially the same covenants and default provisions as the Senior Notes; provided, however, that the maturity of the Special Note may be accelerated only in the event of acceleration of the Senior Debt and the Senior Notes.

Subordination: As required by senior lenders (equivalent to the Senior Notes).

ALLOCATION AND CONTRIBUTION AGREEMENT

This ALLOCATION AND CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of August 25, 1997, by and among FMC Corporation ("FMC") and Harsco Corporation and Harsco UDLP Corporation (collectively, the "Harsco Indemnitors"). FMC and the Harsco Indemnitors are hereafter sometimes collectively referred to as the "Indemnitors", and each individually as an "Indemnitor," and FMC and the Harsco Indemnitors (collectively as one party) are each referred to herein as a "Party". Capitalized terms used herein but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (defined below).

WHEREAS, FMC is the sole owner and holder of 100% of the outstanding general partnership interests of United Defense, L.P., a Delaware limited partnership ("UDLP") and Harsco UDLP Corporation is the sole owner and holder of 100% of the outstanding limited partnership interests of UDLP;

WHEREAS, as the general partner of UDLP, FMC has had the principal responsibility for the management and operation of UDLP;

WHEREAS, the Indemnitors have determined that it is in their respective best interests, and in the best interests of UDLP, to sell the general partnership and limited partnership interests together and to give joint and several representations, warranties and covenants to the buyer of such interests in connection therewith;

WHEREAS, contemporaneously herewith the Indemnitors are entering into a Purchase Agreement (the "Purchase Agreement") dated as of August 25, 1997 with Iron Horse Acquisition Corp. (the "Buyer") pursuant to which the Buyer is agreeing to acquire all of the partnership interests in UDLP;

WHEREAS, pursuant to certain provisions of the Purchase Agreement, the Indemnitors are required to make certain payments to the Buyer and/or UDLP and the Indemnitors have agreed, subject to the terms and conditions set forth therein, to jointly and severally indemnify, defend and hold the Buyer Indemnitees harmless from and in respect of certain Losses;

WHEREAS, to induce each Party to enter into the Purchase Agreement and to consummate the transactions contemplated thereby, the other Party is making herein certain representations, warranties and covenants, on which the Party benefitting from such representations, warranties and covenants is and will be relying in entering into the Purchase Agreement and consummating the transactions contemplated thereby;

WHEREAS, without limiting the generality of the foregoing recital, the Harsco Indemnitors are joining with FMC in certain joint and several representations, warranties and

covenants in the Purchase Agreement and the other Ancillary Agreements in reliance on the representations, warranties and covenants of FMC contained in this Agreement;

WHEREAS, pursuant to certain provisions of the Purchase Agreement, the Indemnitors make certain representations, warranties and covenants to the Buyer, and the Indemnitors have agreed, subject to the terms and conditions set forth therein, to indemnify, defend and hold the Buyer Indemnitees (as defined below) harmless from and in respect of certain Losses;

WHEREAS, pursuant to certain provisions of the Purchase Agreement, Buyer and/or UDLP is required to make certain payments to Sellers, and Buyer has agreed, subject to the terms and conditions set forth therein, to indemnify, defend and hold the Seller Indemnitees (as defined below) harmless from and in respect of certain Losses; and

WHEREAS, in connection with the sale of UDLP pursuant to the Purchase Agreement and the consequent termination of their relationship as partners of UDLP, the Indemnitors wish to make certain agreements among themselves relating to the past conduct of UDLP's business.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises made herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Indemnitors agree as follows:

1. Certain Definitions.

"Buyer Indemnitees" shall mean the Buyer Indemnified Parties.

"FMC Covenants" means the covenants contained in the following Sections of the Purchase Agreement: Section 2(b)(iv), Section 5 (but excluding Sections 5(c), 5(e), 5(f) and 5(j)), Sections 8(a), 8(d), 8(e), 8(h), 10(d), 10(i)(i), 10(j) and, except to the extent that the context otherwise clearly requires and except to the extent that the performance of such covenant is peculiarly within the control of Harsco (as opposed to FMC), all other covenants in the Purchase Agreement (other than the Several Covenants) that make reference to Sellers or a Seller but which do not identify either FMC or Harsco by name.

"FMC Representations" means (i) all representations and warranties relating to FMC's Corporate Technology Center ("CTC") and (ii) the representations and warranties contained in Sections 4A and 23 (as it relates to FMC and its affiliates) and all other representations of a Seller in the Purchase Agreement (other than the Shared Representations) that make reference to Sellers or a Seller but which do not identify either FMC or Harsco by name.

"Harsco Representations" means the representations and warranties contained in Sections 4B and 23 (as it relates to Harsco and its affiliates).

"Pro Rata Portion" means 60% in the case of FMC and 40% in the case of the Harsco Indemnitors.

"Seller Indemnitees" shall mean each Indemnitor, each of its Affiliates and each of their respective officers, directors and employees.

"Several Covenants" means the covenants contained in the following Sections of the Purchase Agreement: Sections 1(b), 1(c), 2(a), 2(b)(ii), 5(c), 5(e), 5(f), 5(j), 7(f), 8(b), 8(c), 8(f)(iii), 8(g)(ii), 8(i), 8(n), 8(p), 9, 10(a), 10(b), 10(e), 10(f), 10(h), 10(j)(ii), 10(k) (to the extent required in the case of Harsco), 12, 16 and 29.

"Shared Representations" means the representations and warranties contained in Section 4C(a)(i), 4C(b), 4C(d) (excluding those relating to the Latest Financials), 4C(e), 4C(f), 4C(g), 4C(l) and 4C(n) (excluding those matters subject to Section 8(f) of the Purchase Agreement) of the Purchase Agreement.

2. Representations and Warranties of the Harsco Indemnitors. Each of the Harsco Indemnitors jointly and severally represents and warrants to FMC as of the date of this Agreement as follows:

2.1 Authorization. This Agreement constitutes the valid and legally binding obligation of such Harsco Indemnitor, enforceable against such Harsco Indemnitor in accordance with its terms and conditions, except as may be limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.2 Non-contravention. Neither the execution and the delivery of this Agreement by such Harsco Indemnitor, nor the performance by such Harsco Indemnitor of its obligations hereunder, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which the Harsco Indemnitor is subject or any provision of its organizational documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, cancel or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Harsco Indemnitor is a party or by which such Harsco Indemnitor is bound or to which any of such Harsco Indemnitor's assets are subject except for such conflicts, breaches, defaults, or rights that would not, individually or in the aggregate, be reasonably likely to have a material adverse effect upon the financial condition of such Harsco Indemnitor.

2.3 Consents. No consent, authorization, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to be obtained or made by any Harsco Indemnitor to authorize, or is required to be obtained or made by any Harsco Indemnitor in connection with, the execution, delivery and

performance of this Agreement or the agreements contemplated hereby on the part of such Harsco Indemnitor (other than those that have been obtained or made).

3. Representations and Warranties of FMC. FMC represents and warrants to the Harsco Indemnitors as of the date of this Agreement as follows:

3.1 Authorization. This Agreement constitutes the valid and legally binding obligation of FMC, enforceable against FMC in accordance with its terms and conditions, except as may be limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.2 Non-contravention. Neither the execution and the delivery of this Agreement by FMC, nor the performance by FMC of its obligations hereunder, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which FMC is subject or any provision of its organizational documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, cancel or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which FMC is a party or by which FMC is bound or to which any of FMC's assets are subject except for such conflicts, breaches, defaults, or rights that would not, individually or in the aggregate, be reasonably likely to have a material adverse effect upon the financial condition of FMC.

3.3 Consents. No consent, authorization, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to be obtained or made by FMC to authorize, or is required to be obtained or made by FMC in connection with, the execution, delivery and performance of this Agreement or the agreements contemplated hereby on the part of FMC (other than those that have been obtained or made).

3.4 Purchase Agreement. FMC has provided to the Harsco Indemnitors all agreements and understandings between or among the Buyer and FMC and UDLP relating to the sale of UDLP.

3.5 Representations and Warranties Relating to the Purchase Agreement. Certain of the representations and warranties contained in the Purchase Agreement and other Ancillary Agreements are given jointly and severally by the Sellers, including without limitation certain representations and warranties relating to FMC's Corporate Technology Center. Notwithstanding anything in the Purchase Agreement or in any Ancillary Agreement to the contrary, the Parties agree that as an inducement to the Harsco Indemnitors to enter into the Purchase Agreement and the Ancillary Agreements, FMC will be solely responsible for the truth, correctness and completeness of the FMC Representations and the Shared Representations except to the extent any Harsco Indemnitor is responsible pursuant to Section 6.2(a) hereof and except to the extent any Harsco

Indemnitor had actual knowledge of the breach of such representation or warranty prior to the date hereof.

4. Additional Covenants of FMC.

4.1 Covenants in the Purchase Agreement and Ancillary Agreements. Certain of the covenants contained in the Purchase Agreement and other Ancillary Agreements are given jointly and severally by the Sellers on behalf of UDLP. Notwithstanding anything in the Purchase Agreement or in any Ancillary Agreement to the contrary, it is the intention of the Parties, and is an inducement to the Harsco Indemnitors to enter into the Purchase Agreement and the Ancillary Agreements, that FMC be solely responsible for performing, satisfying, discharging and complying with, or for causing UDLP to perform, satisfy, discharge and comply with all of the FMC Covenants. FMC hereby agrees that it will be solely responsible for performing, satisfying, discharging and complying with, or for causing UDLP to perform, satisfy, discharge and comply with all of the FMC Covenants.

4.2 Intercompany Loans. FMC shall repay in full all outstanding intercompany obligations between it and UDLP or any of the Subsidiaries at or prior to the Closing, except as otherwise provided in Section 5(h) of the Purchase Agreement.

4.3 Representations and Warranties; Performance of Obligations. On the Closing Date, FMC shall deliver a certificate to the Harsco Indemnitors to the same effect as the certificate required to be delivered by FMC to the Buyer pursuant to Section 3(a) of the Purchase Agreement (if such certificate is delivered).

4.4 File Plan. FMC will include in any File Plan delivered pursuant to Section 8(g)(ii) of the Purchase Agreement any items requested by Harsco.

5. Additional Covenants of the Harsco Indemnitors.

5.1 Representations and Warranties; Performance of Obligations. On the Closing Date, the Harsco Indemnitors shall deliver a certificate to FMC to the effect that all of the representations and warranties of the Harsco Indemnitors contained in this Agreement are true, correct and complete on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date and that all of the terms, covenants, agreements and conditions of this Agreement to be complied with, performed or satisfied by the Harsco Indemnitors on or before the Closing Date have been duly complied with performed or satisfied in all material respects.

6. Contribution.

6.1 Payments in Respect of San Jose/Santa Clara Remediation Costs, Stock Options and Restricted Stock and CTC and Transferred Employees; Buyer Note.

(a) At or before the Closing, FMC shall pay to the Harsco Indemnitors \$2,492,160 to pay certain Remediation Costs relating to the Sites covered by the Settlement and Advance Agreement, which costs are likely to be incurred and payable by FMC and reimbursable by the Buyer pursuant to the terms of the Purchase Agreement.

(b) Within two business days after the Closing, the Harsco Indemnitors shall pay FMC 40% of the Agreed Value of (i) the unexercised FMC stock options issued to UDLP executives and employees in 1994 and 1995 which are either currently vested or scheduled to vest on or prior to January 31, 1998 (all of which options are listed on Exhibit A hereto, which listing includes as to each such option, the name of the optionee, the year of grant, the exercise price and the number of Shares subject thereto) and (ii) certain shares of the FMC restricted stock issued to UDLP executives and employees subsequent to January 1, 1994 (which will become unrestricted upon the Closing) (all of which shares are listed on Exhibit A hereto, which listing includes as to each recipient, the name of the recipient, the date of grant, the closing trading price of FMC common stock on the date of grant, and the number of shares granted, and provided that FMC represents that such listing does not include, as to Mr. Rabaut, any shares granted on account of his position at FMC). For purposes of the foregoing, "Agreed Value" means the market value of the shares of FMC common stock issuable under such options less the aggregate exercise price and the market value of the shares of restricted stock (without restriction), in each case as calculated based on the closing trading price of the FMC common stock on the Closing Date or, in the case of restricted stock, on the date of grant as reported in the Wall Street Journal.

(c) The net effect upon the net worth adjustment contained in Section 2(b) of the Purchase Agreement of the impact of including CTC and the Transferred Employees as part of the accounts reflected in the Adjusted Net Worth Amount as of both June 30, 1997 and the Closing Date (the "CTC Adjustment Amount") shall be separately calculated by FMC in connection with the preparation of the Closing Statement and provided to Harsco with the Closing Statement. Harsco shall have the right, with FMC's full cooperation, to review and audit FMC's calculation of the CTC Adjustment Amount. If the CTC Adjustment Amount is negative, FMC shall pay 40% of such amount to Harsco. If the CTC Adjustment is positive, Harsco shall pay 40% of such amount to FMC. Any such payments shall be made as soon as possible after they are determined and shall be appropriately adjusted if the relevant accounts are adjusted in connection with the finalization of the Closing Statement. Amounts payable hereunder shall bear interest from the Closing Date at the rate provided in Section 2(b)(ii) of the Purchase Agreement.

(d) FMC shall pay to the Harsco Indemnitors 40% of any amounts collected in respect of the FNSS royalty dispute (as more specifically described in Schedule 7(f) to the Purchase Agreement the "FNSS Royalty Dispute"), to the extent such amounts are attributable to periods following the formation of UDLP.

(e) Notwithstanding anything to the contrary in the Supplemental Agreement No. 1 to Purchase Agreement, dated as of August 25, 1997, by and among FMC Corporation, Harsco Corporation, Harsco UDLP Corporation and Iron Horse Acquisition Corp. (the "Supplemental Agreement") or in the provisions of the Special Note (as defined therein), as between the Harsco Indemnitors and FMC, (i) the Harsco Indemnitors shall receive from the Buyer \$340,000,000 plus 40% of the Adjustment Amount (whether positive or negative), in immediately available funds, at and upon the Closing and FMC shall receive from the Buyer a total of \$510,000,000 plus 60% of the Adjustment Amount (whether positive or negative), in immediately available funds, and, if issued, the Special Note and (ii) for all purposes of the Supplemental Agreement, the term "Sellers" shall mean FMC, except in the case of Section 5(a) thereof, in which "Sellers" shall mean FMC and the Harsco Indemnitors. The Harsco Indemnitors shall pay to FMC in immediately available funds, within three business days following the later of (A) the maturity of the Special Note (whether at scheduled maturity or pursuant to the mandatory prepayment provisions of Section 2 of the Supplemental Agreement or pursuant to acceleration) or (B) the final determination of any dispute regarding the amount to be finally paid to FMC under the Special Note, 40% of the first \$25,000,000 of any Payment Deficiency. For purposes of this Section 6.1(e), "Payment Deficiency" means the difference between (A) \$50,000,000 and (B) the principal amount of the Special Note actually paid to FMC after set-off, if any, by Buyer. For example, if the amount collected by FMC on the Special Note is \$40,000,000, then the amount that the Harsco Indemnitors shall pay to FMC pursuant to this Section 6.1(e) shall be \$4,000,000, and if the amount collected by FMC on the Special Note is \$20,000,000, then the amount that the Harsco Indemnitors shall pay to FMC pursuant to this Section 6.1(e) shall be \$10,000,000. FMC will use its commercially reasonable best efforts to obtain the Nuro1 Waiver and the Turkish Acknowledgement (each as defined in the Supplemental Agreement), and the Harsco Indemnitors will have the right to participate in such efforts led by FMC. In the event of any dispute between FMC and the Buyer with respect to payment on the Special Note, FMC shall not agree to any settlement of any such dispute that would have an adverse effect on the Harsco Indemnitors without first consulting with the Harsco Indemnitors and obtaining the written consent of the Harsco Indemnitors (which consent shall not be unreasonably withheld or delayed). In addition, in the event of any litigation concerning any such dispute, FMC will keep the Harsco Indemnitors advised of all material developments in such litigation, and the Harsco Indemnitors shall have the right to join with FMC in such litigation at the sole expense of the Harsco Indemnitors.

6.2 Payments in Respect of Indemnification.

(a) Each Party will contribute its Pro Rata Portion of all joint obligations under the Purchase Agreement, as defined in clauses (i) through (ix) below, in accordance with the following sentence (the "Joint Obligations"). Each Party's contribution obligations under this paragraph 6.2(a) shall be limited to such Party's Pro Rata Portion of the aggregate Loss suffered or sustained by both Parties, after taking into account any indemnifiable Loss suffered by such Party, in order that both Parties ultimately bear their Pro Rata Portion of such aggregate Loss. Each Party agrees to indemnify and hold harmless the other Party against the amount of any Loss which the other Party may suffer, sustain or become subject to in excess of such Party's Pro Rata Portion of such Loss, in the event that the other Party becomes (or any third party asserts that such other Party is) liable or otherwise responsible. For the purposes of this Agreement, Joint Obligations means:

(i) any obligation of the Sellers under Section 8(f)(iii) of the Purchase Agreement, to the extent that it relates to:

(A) post-1993 operation of UDLP,

(B) subject to clause (iii)(A) of Section 6.2(b) below, environmental conditions which are discovered at York subsequent to December 31, 1998 and not proven by FMC to have been a Harsco Environmental Liability Event (as defined in the Participation Agreement) or

(C) properties acquired or first used by UDLP subsequent to its formation,

(ii) any indemnification obligation of Sellers:

(A) under Section 10(b) (tax indemnification) of the Purchase Agreement or

(B) under Section 11(a)(i) of the Purchase Agreement which is based on breach of a Shared Representation; provided that, any indemnification obligation under Section 11(a)(i) of the Purchase Agreement which is based on a Shared Representation shall be a Joint Obligation only to the extent that the aggregate of all Losses suffered and paid by FMC as a result of breaches of Shared Representations on a cumulative basis as a result of the indemnification obligations under Section 11(a)(i) of the Purchase Agreement exceed \$10,000,000.

(iii) any obligation of Sellers to pay their portion of the fees and expenses of Ernst & Young L.L.P. and the Accounting Firm pursuant to Section 2(b) of the Purchase Agreement or the escrow agent pursuant to the Escrow Agreement,

(iv) any obligation of Sellers under Section 2(b) of the Purchase Agreement to pay any amount by which the Estimated Final Purchase Price exceeds the Final Purchase Price,

(v) any obligation of Sellers to pay their portion of intellectual property recordation costs pursuant to Section 8(o) of the Purchase Agreement,

(vi) any obligation of Sellers to pay their portion of certain taxes pursuant to Section 10(h) of the Purchase Agreement,

(vii) any obligation of Sellers to pay a portion of any insurance recovery pursuant to Section 8(f)(v) of the Purchase Agreement;

(viii) any obligation of Sellers to pay the amount of any negative Cash Balance to the Buyer pursuant to Section 8(p) of the Purchase Agreement, or

(ix) any obligation or liability relating to UDLP listed on Schedule 7(f) to the Purchase Agreement which is retained or assumed on a joint basis, except for amounts payable in connection with the FNSS Royalty Dispute which are attributable to the period prior to formation of UDLP.

(b) FMC agrees to indemnify and hold harmless the Harsco Indemnitors against the amount of any Loss which Harsco may suffer, sustain or become subject to in the event that Harsco becomes (or the Buyer or any third party asserts that any Harsco Indemnitor is) liable or otherwise responsible for:

(i) any Losses suffered or incurred by any Harsco Indemnitor to the extent arising from:

(A) any breach of any representation or warranty of FMC contained herein or of any FMC Representation, except to the extent any Harsco Indemnitor is responsible pursuant to Section 6.2(a) hereof and except to the extent any Harsco Indemnitor had actual knowledge of the breach of such representation or warranty prior to the date hereof,

(B) any breach of any Shared Representation, but only to the extent that the aggregate of all Losses suffered and paid by FMC as a result of a breach of a Shared Representation on a cumulative basis as a result of the indemnification obligation under Section 11(a)(i) of the Purchase Agreement does not exceed \$10,000,000 or

(C) any breach of any covenant of FMC contained herein, any breach of any FMC Covenant or any breach by FMC of any Several Covenant,

(ii) any Losses suffered or incurred by any Harsco Indemnitor arising from:

(A) any wrongful, self-dealing, grossly negligent, reckless or bad faith conduct by FMC in connection with its conduct on behalf of UDLP or any Harsco Indemnitor, including in connection with the sale of FMC's Partnership Interest in UDLP or Harsco's Partnership Interest in UDLP pursuant to the Purchase Agreement or

(B) any failure by FMC to observe any applicable duty or obligation to UDLP or any Harsco Indemnitor arising out of any wrongful, self-dealing, grossly negligent, reckless or bad faith conduct by FMC;

provided that, in the event of any claim under this clause (ii) relating to the consideration payable or the terms and conditions of the sale of UDLP, FMC's conduct shall be reviewed on a comparable basis to that provided to a Delaware corporation and its directors under the business judgment rule,

(iii) subject to clause (i)(A) of Section 6.2(a) above, any obligation of Sellers under Section 8(f)(iii) of the Purchase Agreement to the extent that it relates to:

(A) the first \$1,000,000 that relates to environmental conditions at UDLP's York property that Harsco would otherwise be responsible for under clause (i) of Section 6.2(c) below,

(B) the pre-1994 operation of FMC's defense business, or

(C) properties contributed by FMC to UDLP upon its formation and

(iv) any obligation or liability relating to UDLP which is retained or assumed by FMC as specifically set forth in the Purchase Agreement, including those items listed on Schedule 7(f) thereto and all amounts payable in connection with the FNSS Royalty Dispute which are attributable to periods prior to formation of UDLP.

For purposes of this Agreement, the actual knowledge of the Harsco Indemnitors shall be deemed to refer only to the actual present knowledge of Derek Hathaway and Leonard Campanaro, without such individual having conducted any inquiry or review.

(c) The Harsco Indemnitors agree to indemnify and hold harmless FMC against the amount of any Loss which FMC may suffer, sustain or become subject to in the event that FMC becomes (or Buyer or any third party asserts that FMC is) liable or otherwise responsible for:

(i) subject to clauses (i)(A) and (i)(B) of Section 6.2(a) above and subject to clause (iii)(A) of Section 6.2(b) above, any obligation of Sellers under Section 8(f)(iii) to the extent that it relates to:

(A) the pre-1994 operation of Harsco's defense business or

(B) properties contributed by Harsco to UDLP upon its formation,

(ii) any Losses suffered or incurred by FMC to the extent arising from:

(A) any breach of any Harsco Representation or any representation or warranty of any Harsco entity contained herein or

(B) any breach by Harsco of any Several Covenant or any covenant of any Harsco entity contained herein and

(iii) any obligation or liability relating to UDLP which is retained or assumed by Harsco as specifically set forth in the Purchase Agreement, including those items listed on Schedule 7(f) thereto.

(d) Each Party further agrees to indemnify and hold harmless the other Party against the amount of any Loss which the other Party may suffer, sustain or become subject to in respect of any obligation of such Party which is, pursuant to the terms of the Purchase Agreement, a several obligation of such Party alone and not a joint and several obligation of the Parties.

6.3 Indemnity Procedures.

(a) Indemnity Dispute Costs. Following the Closing, the Parties will cooperate in a commercially reasonable manner in connection with any indemnification or other claim made by the Buyer or any third party under the Purchase Agreement or otherwise relating to UDLP, but subject to the provisions of the Purchase Agreement, including the provisions contained in Section 2(b), Section 10 and Section 11(f) of the Purchase Agreement relating to the control of the defense and management of certain indemnification and other claims and matters by FMC. In the event that FMC determines to dispute, defend or otherwise manage any such claim or any other claim made by the Buyer or any third party, then FMC shall be responsible for all of the costs, fees and expenses incurred on behalf of FMC in connection with such dispute, defense or management (the "Indemnity Dispute Costs"). The Harsco Indemnitors shall be responsible for all of the costs, fees and expenses of their participation in such dispute, defense or management.

(b) Third Party Claims. With respect to any indemnification under this Section 7 in respect of, arising out of or involving a claim by any Person, including the Buyer (a "Third Party Claim"), against a Party hereto (the "Indemnified Party"), FMC must notify the

Harsco Indemnitors of the Third Party Claim within a reasonable time after receipt by FMC of written notice of the Third Party Claim. Thereafter, FMC shall, within ten days of receipt thereof, deliver copies of all notices and documents (including court papers) received by them relating to the Third Party Claim to the Harsco Indemnitors.

(c) Defense of Third Party Claims. If a Third Party Claim is made against an FMC Indemnified Party for a claim relating to the breach of a representation, warranty or covenant made jointly by the Parties in the Purchase Agreement, the Harsco Indemnitors shall be entitled to participate in the defense thereof (a "Joint Third Party Claim"). FMC shall cooperate in all reasonable respects with the Harsco Indemnitors in connection with such defense, including by permitting the Harsco Indemnitors to appoint counsel and to have such counsel observe and participate in the defense of the Joint Third Party Claim if the Harsco Indemnitors choose at the sole expense of the Harsco Indemnitors. In connection with all such matters, FMC shall be available to consult with the Harsco Indemnitors as reasonably requested concerning the management of such matters and shall consider in good faith any comments, suggestions or proposals made by the Harsco Indemnitors in connection therewith. FMC shall not admit any liability with respect to, or settle, compromise or discharge, any Joint Third Party Claim without the prior written consent of the Harsco Indemnitors (which will not be unreasonably withheld or delayed). The management of, and all decisions regarding (including decisions regarding settlement of) any dispute or defense of a claim for which either FMC or the Harsco Indemnitors are solely responsible pursuant to the terms of the Purchase Agreement shall at all times be at the direction of and otherwise made by the Party who bears responsibility for the claim.

6.4 Survival of Representations. The representations and warranties in this Agreement shall survive the Closing to the same extent set forth in the Purchase Agreement.

7. Escrow Deposit. If and when the Escrow Deposit, referred to in the Escrow Agreement attached as Exhibit 6(c) to the Purchase Agreement is to be paid to FMC and Harsco, it shall be allocated on a Pro Rata Basis to the Parties.

8. Prepayment of Intercompany Debt; Allocation of Cash Distributions and Payments. Immediately prior to the Closing, FMC shall repay all intercompany debt owed to UDLP, together with interest accrued through the date of repayment. Promptly following the Closing Date, FMC shall pay to the Harsco Indemnitors (i) 100% of any amounts attributable to limited partner allocations that accrue through the Closing (to the extent not directly distributed to Harsco) and (ii) 40% of any other distribution or payment made by UDLP to FMC at Closing for the ratable benefit of both partners (to the extent not directly distributed to Harsco). The Harsco Indemnitors hereby acknowledge and agree that any distribution or payment made by UDLP to FMC at Closing in respect of "B" service fees that accrue through the Closing shall be retained solely by FMC.

9. Limited Partner Consent. The Harsco Indemnitors hereby consent and agree to the terms and provisions of the Transition Services Agreement, the Technology and Environmental

Services Agreement, the Amended and Restated FMC Intellectual Property Agreement, the Amended and Restated Lease Agreement and the FMC Resource Transfer.

10. Allocation of Expenses. Each Party hereby agrees to pay its Pro Rata Portion of the following out-of-pocket expenses incurred by the Indemnitors in connection with the transactions contemplated by the Purchase Agreement: (i) costs of the preparation and filing of all UDLP Tax Returns relating to Taxes incurred in connection with the pre-closing business and operations of UDLP or the transactions contemplated by the Purchase Agreement and (ii) costs of the preparation of financial statements of UDLP incurred in connection with the transactions contemplated by the Purchase Agreement. Each Party hereby agrees to pay its own respective costs for legal services, filing fees and regulatory expenses incurred in order to comply with United States and foreign antitrust and competition laws.

11. Miscellaneous.

11.1 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Indemnitors and their respective successors and permitted assigns.

11.2 Entire Agreement. This Agreement, together with the Purchase Agreement (and the exhibits and schedules thereto) constitute the entire agreement among the Indemnitors with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the Indemnitors, written or oral, to the extent they related in any way to the subject matter hereof.

11.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Indemnitors and their respective successors and permitted assigns. No Indemnitor may assign either this Agreement or any of such Indemnitor's rights, interest or obligations hereunder without the prior written approval of the other Indemnitors.

11.4 Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11.5 Headings. The section headings and captions contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.6 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by a reputable and recognized overnight delivery service (e.g. Federal Express, etc.), against receipt thereof, by telex, by telecopier against a confirmed receipt therefor or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

if to FMC:

FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601
Telecopy No.: (312) 861-6012
Attention: J. Paul McGrath

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601
Telecopy No.: (312) 861-2200
Attention: Glen E. Hess, P.C.

if to the Harsco Indemnitors:

Harsco Corporation
350 Poplar Church Road
Camp Hill, PA 17011
Telecopy No.: (717) 763-6402
Attention: Paul C. Coppock

with a copy to:

Morgan, Lewis & Bockius LLP
1800 M Street, N.W.
Washington, D.C. 20036
Telecopy No.: (202) 467-7176
Attention: Lloyd H. Feller

or to such other address as any Indemnitor hereto may, from time to time, designate in a written notice given in like manner. Any notice given in accordance with the requirements of this Section 11.6 shall be deemed to have been received when delivered in person or via telecopier against receipt thereof, five business days after deposit in the U.S. mail against receipt thereof, and one business day after deposit with a reputable express overnight courier service against receipt therefor.

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

11.8 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Indemnitors.

11.9 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

11.10 Construction. The Indemnitors have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Indemnitors and no presumption or burden of proof shall arise favoring or disfavoring any Indemnitor by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without limitation. Section references used herein, unless otherwise specified, refer to Sections of this Agreement.

11.11 Exclusive Remedy; Waiver. Subject to Section 11.2 above, the indemnification and contribution arrangements set forth in this Agreement constitute the exclusive arrangement among the parties with respect to the matters set forth herein and are in lieu of any common law rights or remedies any party may have as a joint and several indemnitor or otherwise (except with respect to claims for fraud). Accordingly, each party expressly waives any right it may have, and agrees not to assert any claim for, contribution or indemnity with respect to the matters set forth herein except as set forth herein.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Allocation and Contribution Agreement as of the date first above written.

FMC CORPORATION

By: /s/ J. Paul McGrath

Name: J. Paul McGrath
Title: Senior Vice President

HARSCO CORPORATION

By: /s/ Leonard A. Campanaro

Name: L.A. Campanaro
Title: Senior Vice President and CFO

HARSCO UDLP CORPORATION

By: /s/ Leonard A. Campanaro

Name: L.A. Campanaro
Title: Treasurer