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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K  
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CURRENT REPORT  
Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

JANUARY 25, 2005  
-----  
(Date of earliest event reported)

HARSCO CORPORATION  
-----  
(Exact name of registrant as specified in its charter)

DE	1-3970	23-1483991
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(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

P.O. BOX 8888 CAMP HILL, PA 17011  
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(Address of principal executive offices) (Zip Code)

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

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 (see General Instruction A.2. below):

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

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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 25, 2005, Harsco Corporation and National Westminster Bank plc executed an agreement extending the term of its \$50,000,000 (original value, subsequently reduced to \$25,000,000) Facility agreement, dated December 15, 2000, through December 12, 2005. The other significant terms of the facility remain unchanged.

A copy of the agreement extending the term of the Facility is attached hereto and incorporated by reference herein as Exhibit 10. The original Facility agreement, dated December 15, 2000, was filed as Exhibit 10(a) to the Company's 2000 Form 10-K.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibit 10. Agreement extending term of the Facility agreement dated December 15, 2000.

EXHIBIT INDEX  
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10 Agreement extending term of the Facility agreement dated December 15, 2000.

SIGNATURES  
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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  
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(Registrant)

DATE January 27, 2005  
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/s/ Salvatore D. Fazzolari  
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Salvatore D. Fazzolari  
Senior Vice President, Chief  
Financial Officer and Treasurer

THIS AMENDING AGREEMENT is made the 17th day of December 2004

BETWEEN

- (1) HARSCO FINANCE B.V. (a company incorporated in the 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 credit facility dated 15 December 2000, as amended by side letters dated 19 December 2001, 14 December 2002, 6 March 2003 and 19 December 2003, (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), 12 December 2005 or, if extended in accordance with Clause 7.3 (Extension), the date provided for in Clause 7.3 (Extension); or
- 1.2 Clause 7.2(b)(i) 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 12 December 2006;
- 1.3 Clause 7.2(b)(iv) 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 12 December 2006.
- 1.4 Clause 19.11 shall be deleted in its entirety and replaced with:

The report on Form 10-K for the period ending December 31, 2003, and the Report on Form 10-Q for the period ending September 30, 2004, filed by the Guarantor with the U.S. Securities and Exchange Commission are the most current 10-K and 10-Q financial statements, and fairly represent in all material respects the Guarantor's financial position at those dates.

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 authorizing 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 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\$35,000.

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 capitalized 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.

SIGNED FOR AND ON BEHALF OF:-

THE LENDER

By: /S/ Steve Barlow  
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Address: 135 Bishopsgate, London, EC2M 3UR  
Industrial and Services Team, Corporate and Institutional Banking  
Attention: Mr. S. Barlow

HARSCO FINANCE B.V.

By: /S/ Salvatore D. Fazzolari  
-----  
Address: Wenckebachstraat 1, 1951 JZ Velsen-Noord  
Postbus 83, 1970 AB Ijmuiden, Netherlands  
Attention: Financial Manager

HARSCO INVESTMENT LIMITED

By: /S/ Salvatore D. Fazzolari  
-----  
Address: Harsco House, Regent Park, 299 Kingston Road  
Leatherhead, Surrey KT22 7SG  
Attention: M. R. G. Hoad

HARSCO CORPORATION

By: /S/ Salvatore D. Fazzolari  
-----  
Address: 350 Poplar Church Road, P.O. Box 8888  
Camp Hill, Pennsylvania 17011, USA  
Attention: R. G. Yocum