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): September 8, 2003

Harsco Corporation

(Exact name of registrant as specified in its charter)

Delaware	1-3970	23-1483991
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Camp Hill, Pennsylvania	17001-8888
(Address of principal executive offices)	(Zip code)

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

Item 5. Other Events

On September 8, 2003, Harsco Corporation (the "Company") entered into an Underwriting Agreement (the "Underwriting Agreement") with Citigroup Global Markets Inc., as representative for the several underwriters named therein in connection with the proposed underwritten public offering of $150,000,000 in aggregate principal amount of the Company's 5.125% Senior Notes due September 15, 2013 (the "Notes"). The Notes are being offered and sold pursuant to the Company's universal shelf registration statement on Form S-3 (Registration No. 33-56885), as amended (the "Registration Statement"), previously declared effective by the Securities and Exchange Commission. The Notes offering is scheduled to close on September 12, 2003.

The Company is filing certain exhibits to the Registration Statement under cover of this Current Report on Form 8-K. See "Item 7. Financial Statements and Exhibits."

Item 7. Financial Statements and Exhibits.

(a) – (b).

Not applicable.

(c). Exhibits.

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of September 8, 2003, by and among Harsco Corporation and Citigroup Global Markets Inc., as representative for the several underwriters named therein (filed herewith)
4.1	Indenture, dated as of May 1, 1985, by and between Harsco Corporation and The Chase Manhattan Bank (National Association), as trustee (incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3, filed by Harsco Corporation on August 23, 1991 (Reg. No. 33-42389))
4.2	First Supplemental Indenture, dated as of April 12, 1995, by and among Harsco Corporation, The Chase Manhattan Bank (National Association), as resigning trustee, and Chemical Bank, as successor trustee (filed herewith)

4.3	Form of Second Supplemental Indenture, by and between Harsco Corporation and JPMorgan Chase Bank, as Trustee (filed herewith)
4.4	Form of 5.125% Global Senior Note due September 15, 2013 (included in Exhibit 4.3 filed herewith)
5.1	Opinion of Kirkpatrick & Lockhart LLP regarding the legality of the Company's 5.125% Senior Notes due September 15, 2013 to be issued (filed herewith)
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges (filed herewith)
23.1	Consent of Kirkpatrick & Lockhart LLP (included in Exhibit 5.1 filed herewith)
†25.1	Statement of Eligibility of Trustee on Form T-1 for JPMorgan Chase Bank, as Trustee (filed herewith)

† Harsco Corporation previously filed a Statement of Eligibility of Trustee on Form T-1 for Chemical Bank, as trustee, as Exhibit 25(a) to the Registration Statement on Form S-3 (Registration No. 33-56885). JPMorgan Chase Bank is the successor trustee under the indenture, as amended and supplemented, by merger of Chemical Bank with JPMorgan Chase Bank.

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

By: /s/ Salvatore D. Fazzolari

Salvatore D. Fazzolari
Senior Vice President,
Chief Financial Officer and Treasurer

Dated: September 11, 2003

HARSCO CORPORATION

INDEX TO EXHIBITS

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of September 8, 2003, by and among Harsco Corporation and Citigroup Global Markets Inc., as representative for the several underwriters named therein (filed herewith)
4.1	Indenture, dated as of May 1, 1985, by and between Harsco Corporation and The Chase Manhattan Bank (National Association), as trustee (incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3, filed by Harsco Corporation on August 23, 1991 (Reg. No. 33-42389))
4.2	First Supplemental Indenture, dated as of April 12, 1995, by and among Harsco Corporation, The Chase Manhattan Bank (National Association), as resigning trustee, and Chemical Bank, as successor trustee (filed herewith)
4.3	Form of Second Supplemental Indenture, by and between Harsco Corporation and JPMorgan Chase Bank, as Trustee (filed herewith)
4.4	Form of 5.125% Global Senior Note due September 15, 2013 (included in Exhibit 4.3 filed herewith)
5.1	Opinion of Kirkpatrick & Lockhart LLP regarding the legality of the Company's 5.125% Senior Notes due September 15, 2013 to be issued (filed herewith)
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges (filed herewith)
23.1	Consent of Kirkpatrick & Lockhart LLP (included in Exhibit 5.1 filed herewith)
25.1	Statement of Eligibility of Trustee on Form T-1 for JPMorgan Chase Bank, as Trustee (filed herewith)

Exhibit 1.1

Harsco Corporation

5.125% Senior Notes Due September 15, 2013

Underwriting Agreement

New York, New York
September 8, 2003

To the Representatives
named in Schedule I
hereto of the Underwriters
named in Schedule II
hereto

Ladies and Gentlemen:

Harsco Corporation, a corporation organized under the laws of Delaware (the "Company"), proposes to sell to the several underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, the principal amount of its securities identified in Schedule I hereto (the "Securities"), to be issued under an indenture (the "Indenture"), dated as of May 1, 1985, as amended by the First Supplemental Indenture, dated as of April 12, 1995, and the Second Supplemental Indenture, dated as of the Closing Date, between the Company and JPMorgan Chase Bank, as trustee (the "Trustee"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 17 hereof.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission a registration statement (the file number of which is set forth in Schedule I hereto) on Form S-3, including a related basic prospectus, for registration under the Act of the offering and sale of the Securities. The

Registration Statement has been declared effective under the Act. The Company may have filed one or more amendments thereto, including a Preliminary Final Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission a final prospectus in accordance with Rules 415 and 424(b). The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) At the Execution Time, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; at the Execution Time and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and, on the date of the filing of the Final Prospectus pursuant to Rule 424(b) and on the Closing Date, the Registration Statement and the Final Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto).

(c) Each of the Company and each of its subsidiaries listed on Schedule III (the “Subsidiaries”) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with the requisite corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Final Prospectus, except in the case of Subsidiaries that are not Principal Subsidiaries (as defined in Section 1(dd) hereto) as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect; and each of the Company and its Subsidiaries is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except for such failures to so qualify or be in good standing as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(d) All the outstanding shares of capital stock of each Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, except in the case of Subsidiaries that are not Principal Subsidiaries for such failures to be duly and

validly authorized and issued and fully paid and nonassessable as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect; and except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of the Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances, except for such perfected security interests or other security interests, claims, liens or encumbrances as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(e) The Company's authorized equity capitalization is as set forth in the Final Prospectus, and the Securities conform in all material respects to the description thereof contained in the Final Prospectus.

(f) There is no franchise, contract or other document of a character required to be described in the Final Prospectus, or to be filed as an exhibit to the Registration Statement, which is not described or filed as required.

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(i) No consent, approval, authorization, filing with or order of any United States or United Kingdom court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been or will be obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Final Prospectus.

(j) Neither the issue and sale of the Securities nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Subsidiaries pursuant to, (i) the charter or by-laws of the Company or any of its Subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its Subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its Subsidiaries or any of its or their properties, except in the case of

(ii) and (iii), for any breach, violation or lien that could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(k) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(l) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries incorporated by reference in the Final Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data set forth under the caption "Summary Historical Consolidated Financial Data" in the Final Prospectus fairly present, on the basis stated in the Final Prospectus, the information included therein. The financial information included or incorporated in the Final Prospectus complies with the requirements of Regulation G and Item 10(e) of Regulation S-K under the Act.

(m) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(n) Each of the Company and each of its Subsidiaries owns or leases all such properties as are necessary to the conduct of its operations as presently conducted, except for such failures to so own or lease as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(o) Neither the Company nor any Subsidiary is in violation or default of (i) any provision of its charter or bylaws, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such Subsidiary or any of its properties, as applicable, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto), and except such violation or default as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(p) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report

with respect to the audited consolidated financial statements and schedules incorporated by reference in the Final Prospectus, are independent public accountants with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(q) The Company has filed all foreign, federal, state and local tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect, and except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto)) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable (except for any such assessment, fine or penalty that is currently being contested in good faith or as would not have a Material Adverse Effect, and except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto)).

(r) No labor problem or dispute with the employees of the Company or any of its Subsidiaries exists or to the Company's knowledge, is threatened or imminent, that could have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(s) The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any of its Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability; neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(t) No Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as described in or contemplated by the Final Prospectus (exclusive of any supplement thereto), and except for the retained earnings requirements that are imposed by certain countries, and except where such prohibition would not, singly or in the aggregate, have a Material Adverse Effect.

(u) The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, except in any case in which the failure to possess such licenses, certificates, permits and other authorizations would not, singly or in the aggregate, have a Material Adverse Effect; and neither the Company nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(v) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(w) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(x) The Company and its Subsidiaries are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability under any environmental law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability would not, individually or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(y) In the ordinary course of its business, the Company periodically reviews the effect of Environmental Laws on the business, operations and properties of the Company and its Subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Company has reasonably concluded that such associated costs and liabilities

would not, singly or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(z) Except as set forth or contemplated in the Final Prospectus (exclusive of any supplement thereto), the minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company and/or one or more of its U.S. Subsidiaries, and the trust forming part of each such plan which is intended to be qualified under Section 401 of the Code is so qualified; each of the Company and its U.S. Subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; each pension plan and welfare plan established or maintained by the Company and/or one or more of its U.S. Subsidiaries is in compliance in all material respects with the currently applicable provisions of ERISA; and neither the Company nor any of its U.S. Subsidiaries has incurred or could reasonably be expected to incur any withdrawal liability under Section 4201 of ERISA, any liability under Section 4062, 4063, or 4064 of ERISA, or any other liability under Title IV of ERISA.

(aa) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with Section 402 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") related to loans and Sections 302 and 906 of the Sarbanes-Oxley Act related to certifications.

(bb) Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company, its Subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

"FCPA" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(cc) Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other

person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(dd) The Subsidiaries set forth in Schedule IV (the "Principal Subsidiaries") are the only significant subsidiaries of the Company as defined by Rule 1-02 of Regulation S-X.

(ee) The Company and its Subsidiaries own, possess, license or have other rights to use, on reasonable terms, all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the "Intellectual Property") necessary for the conduct of the Company's business. Except as set forth in the Final Prospectus and as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect, (a) to the Company's best knowledge, there are no rights of third parties to any such Intellectual Property; (b) to the Company's best knowledge, there is no material infringement by third parties of any such Intellectual Property; (c) there is no pending or, to the Company's best knowledge, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (d) to the Company's best knowledge, there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (e) there is no pending or , to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim; (f) to the Company's knowledge, there is no U.S. patent or published U.S. patent application which contains claims that dominate or may dominate any Intellectual Property described in the Final Prospectus as being owned by or licensed to the Company or that interferes with the issued or pending claims of any such Intellectual Property; and (g) there is no prior art of which the Company is aware that may render any U.S. patent held by the Company invalid or any U.S. patent application held by the Company unpatentable which has not been disclosed to the U.S. Patent and Trademark Office.

(ff) Except as disclosed in the Final Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of Citigroup Global Markets Holdings Inc. and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of Citigroup Global Markets Holdings Inc.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus) to the Basic Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, if the filing of the Final Prospectus is required under Rule 424(b), the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Final Prospectus, and any supplement thereto, shall have been filed with the Commission pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (2) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose, and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its commercially reasonable efforts to prevent the

issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (1) notify the Representatives of such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(c) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each Preliminary Final Prospectus and the Final Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(e) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of the National Association of Securities Dealers, Inc., in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(f) The Company will not, between the Execution Time and the Closing Date, without the prior written consent of Citigroup Global Markets Inc., offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company) directly or indirectly, or file (or participate in the filing of)

a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction.

(g) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) If the filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused Mark Kimmel Esq., in-house counsel for the Company, to have furnished to the Representatives his opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) each of the Company and each of the Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with the requisite corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Final Prospectus, except in the case of Subsidiaries that are not Principal Subsidiaries as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect; and each of the Company and the Subsidiaries is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except for such failures to so qualify or be in good standing as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect;

(ii) all the outstanding shares of capital stock of each Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, except in the case of Subsidiaries that are not Principal Subsidiaries for such failures to be duly and validly authorized and issued and fully paid and nonassessable as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect; and except as otherwise set forth in the Final

Prospectus, all outstanding shares of capital stock of the Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest and, to the knowledge of such counsel, after due inquiry, any other security interest, claim, lien or encumbrance, except for such perfected security interests or other security interests, claims, liens or encumbrances as could not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect;

(iii) the Company's authorized equity capitalization is as set forth in the Final Prospectus, and the Securities conform in all material respects to the description thereof contained in the Final Prospectus;

(iv) the Indenture has been duly authorized, executed and delivered, has been duly qualified under the Trust Indenture Act; and the Securities have been duly authorized;

(v) to the knowledge of such counsel, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries or its or their property, of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, and there is no franchise, contract or other document of a character required to be described in the Final Prospectus, or to be filed as an exhibit to the Registration Statement, which is not described or filed as required;

(vi) the Registration Statement is effective under the Act; any required filing of any Preliminary Final Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Final Prospectus (other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; and such counsel has no reason to believe that on the Registration Statement, as of the Execution Time and on the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case, other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion);

(vii) this Agreement has been duly authorized, executed and delivered by the Company;

(viii) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended;

(ix) no consent, approval, authorization, filing with or order of any United States court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been or will be obtained under the Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated in this Agreement and in the Final Prospectus and such other approvals (specified in such opinion) as have been obtained;

(x) neither the execution and delivery of the Indenture, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company or its Subsidiaries pursuant to, (i) the charter or by-laws of the Company or its Subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or its Subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or its Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or its Subsidiaries or any of its or their properties; and

(xi) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Pennsylvania or the Federal laws of the United States, to the extent he deems proper and specified in such opinion, upon the opinion of other counsel of good standing whom he believes to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent he deems proper, on certificates of responsible officers of the Company and public officials. References to the Final Prospectus in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(c) The Company shall have requested and caused Kirkpatrick & Lockhart LLP, counsel for the Company, to have furnished to the Representatives their opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) the Securities conform in all material respects to the description thereof contained in the Final Prospectus;

(ii) the Indenture constitutes a valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law); and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture;

(iii) and the statements included or incorporated by reference in the Final Prospectus under the heading "Certain Federal Income Tax Considerations" insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings;

(iv) the Registration Statement is effective under the Act; any required filing of any Preliminary Final Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Final Prospectus (other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; and such counsel has no reason to believe that the Registration Statement, as of the Execution Time and on the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case, other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion);

(v) this Agreement has been duly authorized, executed and delivered by the Company; and

(vi) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the

Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of New York or the State of Pennsylvania or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Final Prospectus in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(d) The Representatives shall have received from Cleary, Gottlieb, Steen & Hamilton, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chairman of the Board, the President or the Corporate Secretary and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Final Prospectus, any supplements to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Final Prospectus (exclusive of any supplement thereto), there has been no Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(f) The Company shall have requested and caused PricewaterhouseCoopers LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, (which may refer to letters previously delivered to one or more of the Representatives), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are

independent accountants within the meaning of the Act and the Exchange Act and the respective applicable rules and regulations adopted by the Commission thereunder and that they have performed a review of the unaudited interim financial information of the Company for the 6-month period ended June 30, 2003 and as at June 30, 2003 in accordance with Statement on Auditing Standards No. 100, and stating in effect that:

(i) in their opinion the audited financial statements and financial statement schedules included or incorporated by reference in the Registration Statement and the Final Prospectus and reported on by them comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related rules and regulations adopted by the Commission;

(ii) on the basis of a reading of the latest unaudited financial statements made available by the Company and its subsidiaries; their limited review, in accordance with standards established under Statement on Auditing Standards No. 100, of the unaudited interim financial information for the 6-month period ended June 30, 2003 and as at June 30, 2003 carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders, directors and all of the committees of the Company and the subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to December 31, 2002, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included or incorporated by reference in the Registration Statement and the Final Prospectus do not comply as to form in all material respects with applicable accounting requirements of the Act and with the related rules and regulations adopted by the Commission with respect to financial statements included or incorporated by reference in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement and the Final Prospectus;

(2) with respect to the period subsequent to June 30, 2003, there were any changes, at a specified date not more than five days prior to the date of the letter, in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the shareholders' equity of the Company or decreases in working capital of the Company and its subsidiaries as compared with the amounts shown on the June 30, 2003 consolidated balance sheet included or incorporated by reference in the Registration Statement and the Final Prospectus, or for the

period from July 1, 2003 to such specified date there were any decreases, as compared with the corresponding period in the preceding year in total revenues, operating income from continuing operations or net income, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives; and

(3) the information included or incorporated by reference in the Registration Statement and Final Prospectus in response to Regulation S-K, Item 301 (Selected Financial Data), Item 302 (Supplementary Financial Information), Item 402 (Executive Compensation) and Item 503(d) (Ratio of Earnings to Fixed Charges) is not in conformity with the applicable disclosure requirements of Regulation S-K; and

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Registration Statement and the Final Prospectus and in Exhibit 12 to the Registration Statement, including the information set forth under the captions “Summary Historical Consolidated Financial Data” and “Ratios of Earnings to Fixed Charges” in the Final Prospectus, the information included or incorporated by reference in Items 1, 2, 6, 7, 7A, 8 and 11 of the Company’s Annual Report on Form 10-K, incorporated by reference in the Registration Statement and the Final Prospectus, and the information included in the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included or incorporated by reference in the Company’s Quarterly Reports on Form 10-Q, incorporated by reference in the Registration Statement and the Final Prospectus and the information appearing in the Company’s Current Reports on Form 8-K, incorporated by reference in the Registration Statement and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Prospectus in this paragraph (f) include any supplement thereto at the date of the letter.

(g) Subsequent to the Execution Time or, if earlier, the date as of which information is given in the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to

proceed with the offering or delivery of the Securities as contemplated by the Final Prospectus (exclusive of any supplement thereto).

(h) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancelation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Cleary, Gottlieb, Steen & Hamilton, counsel for the Underwriters, at One Liberty Plaza, New York, NY 10006, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Citigroup Global Markets Inc. on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a

material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; provided further, that with respect to any untrue statement or omission of material fact made in the Preliminary Final Prospectus, the indemnity agreement contained in this Section 8(a) shall not inure to the benefit of any Underwriter from whom the person asserting any such loss, claim, damage or liability purchased the securities concerned, to the extent that any such loss, claim, damage or liability of such Underwriter occurs under the circumstance where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (w) the Company had previously furnished copies of the Final Prospectus to the Representatives, (x) delivery of the Final Prospectus was required by the Act to be made to such person, (y) the untrue statement or omission of a material fact contained in the Preliminary Final Prospectus was corrected in the Final Prospectus and (z) there was not sent or given to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of the Final Prospectus. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, officers, employees and agents, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page regarding delivery of the Securities and, under the heading “Underwriting”, (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the sentences related to concessions and reallowances and (iii) the paragraph related to stabilization, syndicate covering transactions and penalty bids in any Preliminary Final Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Final Prospectus or the Final Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a)

or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall (i) any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the

statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, and each director, officer, employee and agent of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of

and payment for the Securities, if at any time prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange, the Pacific Stock Exchange, the Boston Stock Exchange and the Philadelphia Stock Exchange or trading in securities generally on the New York Stock Exchange, the Pacific Stock Exchange, the Boston Stock Exchange and the Philadelphia Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchanges, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Final Prospectus (exclusive of any supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancelation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to the Citigroup Global Markets Inc. General Counsel (fax no.: (212) 816-7912) and confirmed to the General Counsel, Citigroup Global Markets Inc., at 388 Greenwich Street, New York, New York, 10013, Attention: General Counsel; or, if sent to the Company, will be mailed, delivered or telefaxed to (717) 763-6402 and confirmed to it at P.O. Box 8888, Camp Hill, PA 17001, Attention: General Counsel.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"Basic Prospectus" shall mean the prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Effective Date.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or become effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time.

"Material Adverse Effect" shall mean a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business.

"Preliminary Final Prospectus" shall mean the preliminary prospectus dated September 8, 2003 which describes the Securities and the offering thereof and is used prior to filing of the Final Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements, as amended at the Execution Time and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A.

"Rule 415", "Rule 424", "Rule 430A" and "Rule 462" refer to such rules under the Act.

"Rule 430A Information" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"Rule 462(b) Registration Statement" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

Harsco Corporation

By: /s/ Salvatore D. Fazzolari

Name: Salvatore D. Fazzolari
Title: Senior Vice President, Chief Financial Officer and Treasurer

The foregoing Agreement is hereby confirmed and accepted as of the date specified in Schedule I hereto.

Citigroup Global Markets Inc.

By: /s/ Stephen Woo

Name: Stephen Woo
Title: Vice President

For itself and the other several Underwriters named in Schedule II to the foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated September 8, 2003

Registration Statement No. 33-56885

Representative(s): Citigroup Global Markets Inc.

Title, Purchase Price and Description of Securities:

Title: 5.125% Senior Notes Due September 15, 2013

Principal amount: $150,000,000

Purchase price (include accrued interest or amortization, if any): 99.063% of the principal amount, plus accrued interest, if any, on the Securities from September 12, 2003 to the Closing Date.

Sinking fund provisions: None

Redemption provisions: The Company has the option to redeem, at any time and from time to time, all or a portion of the Securities at a redemption price equal to the sum of (i) the principal amount of the Securities to be redeemed, plus accrued interest to the redemption date, and (ii) a make-whole amount, as described in the Final Prospectus.

Closing Date, Time and Location: September 12, 2003 at 10:00 a.m. at the offices of Cleary, Gottlieb, Steen & Hamilton at One Liberty Plaza, New York, NY 10006

Type of Offering: Non-delayed

Date referred to in Section 5(f) after which the Company may offer or sell debt securities issued or guaranteed by the Company without the consent of the Representative(s): the Closing Date

Each underwriter represents, warrants and agrees that: (i) it has not offered or sold and, prior to the expiry of a period of six months from the Closing Date, will not offer or sell any Securities included in this offering to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has only communicated and caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of any Securities included in this offering in circumstances in which section 21(l) of the FSMA does not apply to the Company; and (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes included in this offering in, from or otherwise involving the United Kingdom.

SCHEDULE II

Underwriters	Principal Amount of Securities to be Purchased
Citigroup Global Markets Inc.	$105,000,000
J.P. Morgan Securities Inc.	33,450,000
The Royal Bank of Scotland plc	3,850,000
SunTrust Capital Markets, Inc.	3,850,000
Wachovia Capital Markets, LLC	3,850,000
Total	$150,000,000

SCHEDULE III

List of Subsidiaries

Wholly-Owned Subsidiaries:

Company	Jurisdiction of Incorporation
Heckett MultiServ SAIC	Argentina
Harsco Track Technologies Pty. Ltd.	Australia
Taylor-Wharton (Australia) Pty. Limited	Australia
Heckett MultiServ (Australia) Pty. Ltd.	Australia
SGB Belgium S.a.r.l	Belgium
Heckett MultiServ S.A.	Belgium
Verwerkingsbedryf Voor Byproducten ln de Staalnyverhei	Belgium
Loyquip Holdings S.A.	Belgium
Societe D'Etudes et D'Administration des Enterprises S.A.	Belgium
Fortuna Insurance Limited	Bermuda
Sobremetal — Recuperacao de Metais Ltda.	Brazil
Heckett MultiServ Limitada	Brazil
Harsco Canada Limited	Canada
Guernsey Plant Hire Ltd.	Channel Islands-Guernsey
SGB (Channel Islands) Ltd.	Channel Islands-Jersey
Heckett MultiServ S.A.	Chile
Heckett MultiServ Tang Shan Iron & Steel Service Corp. Ltd.	China
SGB CZ a.s	Czech Republic
Heckett MultiServ CZ s.r.o	Czech Republic
Heckett MultiServ spol. s.r.o	Czech Republic
SGB Denmark ApS	Denmark
Bergslagens Suomi Oy	Finland
SCI Branchy S.A.	France
SGB S.A.S	France
Heckett MultiServ France S.A.	France
Floyequip S.A.	France
PyroServ	France
Heckett MultiServ S.A.S	France
Heckett MultiServ Sud S.A.	France
Heckett MultiServ Industries S.A.S	France
Heckett MultiServ Logistique et Services Specialises S.A.S	France
SGB Geruste Und Baugerate G.m.b.H	Germany
Carbofer International G.m.b.H	Germany
MultiServ G.m.b.H	Germany

Company	Jurisdiction of Incorporation
Harsco G.m.b.H	Germany
Heckett MultiServ Guatemala S.A.	Guatemala
SGB Asia Pacific Ltd.	Hong Kong
SGB Scafform Limited	Ireland
SGB Eventlink (Ireland) Ltd.	Ireland
Heckett MultiServ S.A.	Luxembourg
SGB Asia Pacific (M) Sdn. Bhd	Malaysia
Taylor-Wharton Gas Equipment Sdn. Bhd	Malaysia
Taylor-Wharton Asia (M) Sdn. Bhd	Malaysia
Heckett Mexicana S.A. de C.V.	Mexico
Andamios Patentados S.A. de C.V.	Mexico
Electroforjados Nacionales S.A. de C.V.	Mexico
SGB North Europe B.V	Netherlands
Stalen Steigers Holland B.V	Netherlands
SGB Holland B.V	Netherlands
SGB Industrial Services B.V	Netherlands
SGB Events B.V	Netherlands
Heckett MultiServ Finance B.V	Netherlands
Harsco Europa B.V	Netherlands
Harsco Finance B.V	Netherlands
Heckett MultiServ (Holland) B.V	Netherlands
Heckett MultiServ A.S	Norway
SGB Polska SP Z.O.O	Poland
Trenci-Engenharia Tecnicas Racuionalizades de Construcao Civil Lda	Portugal
Companhia de Tratemento de Sucatas Limitada	Portugal
SGB Asia Pacific (S) Pte. Ltd.	Singapore
Heckett MultiServ Slovensko s.r.o	Slovak Republic
SGB Slovensko s.r.o	Slovak Republic
Taylor-Wharton Harsco s.r.o	Slovak Republic
Heckett MultiServ (Pty.) Limited	South Africa
SteelServ (Pty.) Ltd.	South Africa
SRH Mill Services (Pty.) Ltd.	South Africa
MultiServ Lycrete S.A.	Spain
Serviequipo S.A.	Spain
MultiServ Intermetal S.A.	Spain
MultiServ Iberica S.A.	Spain
Heckett MultiServ Reclamet S.A.	Spain
Gestion Materias Ferricas, S.A.	Spain
SGB Stallningar A.B	Sweden
Heckett MultiServ Nordiska A.B	Sweden
Heckett MultiServ (Sweden) A.B	Sweden
Montanus Industriforvaltning A.B	Sweden
Bergslagens Stalservice A.B	Sweden
Heckett MultiServ (Thailand) Company Limited	Thailand
SGB Eventlink Limited	U.K.

Company	Jurisdiction of Incorporation
SGB Services Ltd.	U.K.
SGB Investments Ltd.	U.K.
Heckett MultiServ Investment Limited	U.K.
Heckett MultiServ plc	U.K.
Heckett MultiServ (U.K.) Ltd.	U.K.
Quipco Ltd.	U.K.
Harsco (U.K.) Ltd.	U.K.
Harsco Track Technologies Ltd.	U.K.
Heckett Limited	U.K.
Faber Prest Distribution Limited	U.K.
Faber Prest Limited	U.K.
Heckett MultiServ (A.S.R.) Ltd.	U.K.
Heckett MultiServ (Sheffield) Ltd.	U.K.
Heckett MultiServ (SR) Ltd.	U.K.
Otis Transport Services Limited	U.K.
Slag Reduction Overseas Limited	U.K.
Harsco Foreign Sales Corporation	U.S. Virgin Islands
Heckett MultiServ U.S. Corporation	Delaware
Heckett MultiServ Operations Ltd.	Delaware
Heckett MultiServ Intermetal Inc.	Delaware
SGB Holdings, Inc.	Delaware
Harsco Minnesota Corporation	Minnesota
Harsco UDLP Corporation	Pennsylvania
Harsco Technologies Corporation	Minnesota
SRA Mill Services, Inc.	Alabama
Heckett MultiServ M.V. & M.S. C.A	Venezuela

Other Subsidiaries directly or indirectly partially owned by Harsco Corporation:

Company	Jurisdiction of Incorporation	Percentage of Harsco Ownership	Partner	Percentage of Partner Ownership
MetServ Austral- asia Pty. Limited	Australia	70%	Transwest Haulage Holdings Ltd.	30%
MetServ Victoria Pty. Limited	Australia	70%	Transwest Haulage Holdings Ltd.	30%
MetServ Pty. Limited	Australia	55%	Transwest Haulage Holdings Ltd.	45%
MetServ Holdings Pty. Limited	Australia	100%	See Note 1	
AluServ Middle East W.L.L	Bahrain	65%	Trans-Gulf Consult W.L.L.	35%
Taylor-Wharton (Beijing) Cryogenic Equipment Co. Ltd.	China	51%	Beijing Metal Construction Works	49%
Heckett MultiServ Zhejiang Iron & Steel Service Corp. Ltd.	China	80%	Hang Zhou Iron & Steel (Group) Corp.	20%
Czech Slag - Nova Hut s.r.o	Czech Republic	65%	Nova Hut s.r.o	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%	Bahana Engineering Company Ltd.	35%
SGB Egypt for Scaffolding and Formwork S.A.E	Egypt	97%	Hasaballa Family	3%
IlServ S.r.L	Italy	65%	ICROT S.p.A	35%

Note 1: 100% owned subsidiary of a 55% owned entity.

Company	Jurisdiction of Incorporation	Percentage of Harsco Ownership	Partner	Percentage of Partner Ownership
SGB Latvia SIA	Latvia	70%	Excelsio SIA	30%
SteelServ Limited	New Zealand	50%	BHP New Zealand Steel Ltd.	50%
SGB Al Darwish United WLL	Qatar	49% See Note 2	Al Darwish United Company WLL	51%
Heckett MultiServ Saudi Arabia Ltd.	Saudi Arabia	55%	Al-Aismah L.L.C	45%
Quebeisi SGB LLC	United Arab Emirates	49% See Note 2	Bashir Mohammed Khalifa Al Quebeisi	51%
Mastclimbers Limited	U.K	51%	R.A.W. Reid	49%

Note 2: Although Harsco does not own a majority of the shares, Harsco exercises control.

SCHEDULE IV

List of Principal Subsidiaries

Harsco U.S. Legal Entity
SGB Services Ltd Cons
Heckett MultiServ (SR) Ltd
Stalen Steigers Holland BV
Harsco Canada Ltd. Cons. (US$)
Sobremetal-Recuperacao de Metais Ltda.
Faber Prest Distribution Ltd
SGB SA
Heckett MultiServ SA [Belgium]
Heckett MultiServ (ASR) Ltd

Exhibit 4.2

HARSCO CORPORATION,

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),

AND

CHEMICAL BANK

FIRST SUPPLEMENTAL INDENTURE

Dated as of April 12, 1995

(Supplemental to Indenture dated as of May 1, 1985)

Debt Securities

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of the 12th day of April, 1995, is between Harsco Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), The Chase Manhattan Bank (National Association), a national banking association duly organized and existing under the laws of the United States (the "Resigning Trustee") and Chemical Bank, a banking corporation duly organized and existing under the laws of the State of New York (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered to the Resigning Trustee an Indenture dated as of May 1, 1985 (the "Indenture");

WHEREAS, pursuant to Section 303 of the Indenture, the Resigning Trustee had duly authenticated and delivered on May 15, 1991, $100,000,000 8-3/4% 1991 Notes due May 15, 1996, $90,000,000 of which are outstanding as of the effective date hereof.

WHEREAS, pursuant to Section 303 of the Indenture, the Resigning Trustee had duly authenticated and delivered on September 20, 1993, $150,000,000 6% Notes due September 15, 2003, all of which are outstanding as of the effective date hereof.

WHEREAS, by letter dated November 29, 1994, the Resigning Trustee resigned as trustee, paying agent and security registrar under the Indenture, such resignation to become effective upon acceptance of appointment by a successor trustee;

WHEREAS, Section 901(8) of the Indenture provides that, without the consent of any Holders of the Securities of any series, the Company, when authorized by its Board Resolution, and the trustee under the Indenture may enter into an indenture supplemental thereto to evidence and provide for the acceptance of appointment of a successor trustee with respect to Securities of one or more series;

WHEREAS, the Company is entering into this First Supplemental Indenture to appoint Chemical Bank as successor trustee, paying agent and security registrar under the Indenture, to evidence and provide for the acceptance of such appointment by Chemical Bank, and to add provisions for defeasance of any series of Securities issued after effectiveness of this First Supplemental Indenture provided that the terms of the Securities of such series permit such defeasance;

WHEREAS, Section 902 of the Indenture provides that, with the consent of the Holders of not less than 66-2/3% in principal amount of the Outstanding Securities of each series affected thereby, the Company, when authorized by its Board Resolution, and the trustee under the Indenture may enter into an indenture supplemental thereto for the purpose of adding any provisions to the Indenture;

WHEREAS, the provisions regarding defeasance to be added will not affect any Outstanding Securities and therefore the consent of the Holders of the Outstanding Securities is not required;

WHEREAS, the Company represents that all acts and things necessary to constitute this First Supplemental Indenture a valid, binding and enforceable instrument have been done and performed, and the execution of this First Supplemental Indenture has in all respects been duly authorized, and the Company, in the exercise of legal right and power in it vested, is executing this First Supplemental Indenture; and

WHEREAS, the Company has heretofore delivered or is delivering contemporaneously herewith to the Resigning Trustee and the Trustee (i) a copy of the resolution of its Board of Directors certified by its Secretary or an Assistant Secretary authorizing the execution of this First Supplemental Indenture, and (ii) an Officers' Certificate and an Opinion of Counsel each stating that the execution and delivery of this First Supplemental Indenture comply with the provisions of Article Nine of the Indenture, and that all conditions precedent provided for in the Indenture to the execution and delivery of this First Supplemental Indenture have been complied with;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other valuable consideration, the receipt whereof is hereby acknowledged, the parties have executed and delivered this First Supplemental Indenture and the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders, from time to time, of the Securities, as follows:

Section 1. Definitions. (a) For all purposes of this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the terms used herein shall have the meanings assigned to them in the Indenture.

(b) For all purposes of this First Supplemental Indenture and the Indenture, as supplemented by this First Supplemental Indenture, the following terms shall have the following meanings:

"Corporate Trust Office" means the principal office of the Trustee in New York, New York at which at any particular time its corporate trust business shall be administered, which office at the date hereof is located at 450 West 33rd Street New York, New York 10001, Attention: Corporate Trust Administration.

"U.S. Government Securities" as used in Section 403 means securities that are (i) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case under clauses (i) or (ii), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Security or a specific payment of interest on or principal of any such U.S. Government Security held by such custodian for the account of the holder of a depository receipt, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt

from any amount received by the custodian in respect of the U.S. Government Security evidenced by such depository receipt.

Section 2. Acceptance of Resignation; Appointment of Trustee, Paying Agent and Registrar. The Company hereby accepts the resignation of the Resigning Trustee as trustee, paying agent and security registrar and appoints Chemical Bank as trustee, paying agent and security registrar under the Indenture, to succeed to, and hereby vests Chemical Bank with, all the rights, powers and trusts of Resigning Trustee under the Indenture with like effect as if originally named as trustee, paying agent and security registrar in the Indenture.

Section 3. Representations, Warranties and Agreements of the Company. (a) The Company hereby represents and warrants that the Company is not, and upon the effectiveness of this First Supplemental Indenture, will not be, in default in the performance or observance of any of the covenants or conditions of the Indenture and that no Event of Default has occurred or is continuing.

(b) The Company hereby agrees that, promptly after the effective date of this First Supplemental Indenture, it will cause a notice, substantially in the form of Exhibit A annexed hereto, to be sent to each Holder of the Securities in accordance with the provisions of Section 6.10(f) of the Indenture.

Section 4. Concerning the Trustee. (a) The Trustee accepts the trusts of the Indenture as supplemented by this First Supplemental Indenture and agrees to perform the same, but only upon the terms and conditions set forth in the Indenture, as supplemented by this First Supplemental Indenture, with like effect as if originally named as trustee under the Indenture.

(b) The Trustee hereby accepts its appointment as paying agent and security registrar under the Indenture and accepts the rights, powers, duties and obligations of the Resigning Trustee in its capacity as paying agent and security registrar under the Indenture, upon the terms and conditions set forth in the Indenture, as supplemented by this First Supplemental Indenture, with like effect as if originally named as paying agent and security registrar in the Indenture.

(c) Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company.

Section 5. Modifications to the Provisions of Section 301. Subsection (10) of Section 301 of the Indenture is hereby amended to read as follows:

(10) the application, if any, of Section 401(B) or 403 herein to the Securities of the series; and

Section 6. Modifications to the Provisions of Section 402. Section 402 of the Indenture is hereby amended to read as follows:

SECTION 402. *Application of Trust Money.*

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Sections 401 or 403 shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for the payment of which such money has been deposited with the Trustee.

Section 7. Additions to Article Four. Article Four of the Indenture is hereby amended to add the following provisions after Section 402:

SECTION 403. *Covenant Defeasance of Securities of Any Series.*

If this Section 403 is specified as contemplated by Section 301 to be applicable to the Securities of any series, then the Company shall cease to be under any obligation to comply with any term, provision or condition of any covenant specified as contemplated by Section 301 with respect to Securities of such series at any time after the applicable conditions set forth below have been satisfied:

(1)(a) the Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Securities of such series (i) money in the currency in which such Securities are payable in an amount, or (ii) U.S. Government Securities which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in the currency in which such Securities are payable in an amount, or (iii) a combination of (i) and (ii), sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including mandatory sinking fund payments) of, and premium (not relating to redemption at the option of the Company unless prior to such deposit the Company shall have given notice of its election to exercise such option), if any, and interest on, the Outstanding Securities of such series on the dates such installments of principal of, and premium (not relating to redemption at the option of the Company unless prior to such deposit the Company shall have given notice of its election to exercise such option), if any, or interest are due; or

(b) the Company has properly fulfilled such other means of defeasance as is specified to be applicable to the Securities of such series;

(2) the Company has paid or caused to be paid all other sums payable with respect to the Securities of such series at the time outstanding;

(3) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(4) no Event of Default or event which, after notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing on the date of such deposit;

(5) the Company has delivered to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit, defeasance and discharge under this Section 403 will not constitute, or is qualified as, a regulated Investment company under the Investment Company Act of 1940; and

(6) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent herein provided for relating to the defeasance of the covenants referred to in this Section 403 with respect to Securities of any such series at the time outstanding have been complied with.

Notwithstanding the discharge and defeasance of any term, provision or condition of any covenant specified as contemplated by Section 301 with respect to Securities of any series at the time outstanding, all other obligations of the Company in this Indenture including, without limitation, the Company's primary Liability for the payment of the principal (including mandatory sinking fund payments) of, and premium, if any, and interest on all Securities of such series shall survive until the payment of all such principal, premium, if any and interest has been made.

SECTION 404. *Reinstatement.*

If the Trustee is unable to apply any money or U.S. Government Securities in accordance with Section 403 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 403 until such time as the Trustee is permitted to apply all such money or U.S. Government Securities in accordance with Section 403.

Section 8. Effectiveness of this First Supplemental Indenture. This First Supplemental Indenture shall become effective as of the opening of business on the date first above written.

Section 9. Further Assurances. The Company and the Resigning Trustee hereby agree to execute and deliver such further instruments and shall do such other things as the Trustee may reasonably request so as to more fully vest in Chemical Bank all the rights, powers and trusts hereby assigned, transferred and delivered to Chemical Bank, as trustee paying agent and security registrar under the Indenture.

Section 10. Miscellaneous. (a) Except as hereby expressly amended, the Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

(b) Without limiting the generality of the foregoing, nothing contained herein shall be construed to limit or terminate the Company's obligation to indemnify the Resigning Trustee to the extent required by Section 607(3) of the Indenture.

(c) All the covenants, stipulations, promises and agreements in this First Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

(d) This First Supplemental Indenture shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State.

(e) If any provision of the Indenture as supplemented by this First Supplemental Indenture limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of or govern the Indenture, such latter provision shall control. If any provision of the Indenture, as supplemented by this First Supplemental Indenture, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Indenture as so modified or to be excluded, as the case may be.

(f) The titles and headings of the sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

(g) This First Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

(h) In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof or of the Indenture shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and acknowledged, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

HARSCO CORPORATION

By: /s/ Leonard A. Campanaro

Name: Leonard A. Campanaro
Title: Senior Vice President &
Chief Financial Officer

By: /s/ Barry M. Sullivan

Name: Barry M. Sullivan
Title: Vice President & Treasurer

Attest:

/s/ Paul C. Coppock

[Corporate Seal]
Paul C. Coppock
Sr. Vice President, Chief Administrative Officer,
General Counsel & Secretary

CHEMICAL BANK, AS TRUSTEE

By:

Name:
Title:

Attest:

[Corporate Seal]

THE CHASE MANHATTAN BANK
(National Association)

By:

Name:
Title:

Attest:

[Corporate Seal]

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF)

On the 28th day of March, 1995 before me personally came Leonard A. Campanaro, to me known, who, being by me duly sworn, did depose and say that he resides at Camp Hill, PA, that he is Sr. Vice President & Chief Financial Officer of Harsco Corporation, one of the parties described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

/s/ Debra L. Steele

Notary Public

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF)

On the 28th day of March, 1995 before me personally came Barry M. Sullivan, to me known, who, being by me duly sworn, did depose and say that he resides at Mechanicsburg, PA, that he is Vice President & Treasurer of Harsco Corporation, one of the parties described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

/s/ Debra L. Steele

Notary Public

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and acknowledged, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

HARSCO CORPORATION

By: _____

Name:
Title:

By: _____

Name:
Title:

Attest:

_____

[Corporate Seal]

CHEMICAL BANK, AS TRUSTEE

By: /s/ John Generale

Name: John Generale
Title: Vice President

Attest:

_____

[Corporate Seal]

THE CHASE MANHATTAN BANK
(National Association)

By: _____

Name:
Title:

Attest:

_____

[Corporate Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 27th day of March, 1995 before me personally came John Generale, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 915 82nd Street, Brooklyn, NY, that (s)he is Vice President of Chemical Bank, as Trustee, one of the parties described in and which executed the above instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed (his) (her) name thereto by like authority.

/s/ James Foley

Notary Public

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and acknowledged, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

HARSCO CORPORATION

By: _____

Name:
Title:

By: _____

Name:
Title:

Attest:

_____

[Corporate Seal]

CHEMICAL BANK, AS TRUSTEE

By: _____

Name:
Title:

Attest:

_____

[Corporate Seal]

THE CHASE MANHATTAN BANK
(National Association)

By: /s/ Kathleen Perry

Name: Kathleen Perry
Title: Corporate Trust Officer

Attest:

_____

[Corporate Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of March, 1995 before me personally came Kathleen Perry, to me known, who, being by me duly sworn, did depose and say that (s)he resides at Queens, New York, that (s)he is Corporate Trust Officer of The Chase Manhattan Bank (National Association), one of the parties described in and which executed the above instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed (his) (her) name thereto by like authority.

/s/ Margaret M. Price

Notary Public

[NOTARIAL SEAL]

Exhibit 4.3

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of the day of September, 2003 (the "Second Supplemental Indenture") is made by and between Harsco Corporation, a Delaware corporation (the "Company") and JPMorgan Chase Bank, a New York banking corporation (the "Trustee").

WITNESSETH:

WHEREAS, the Company and The Chase Manhattan Bank (National Association), as trustee, entered into that certain Indenture (the "Indenture"), dated as of May 1, 1985, as amended and supplemented by the First Supplemental Indenture (as defined below) and this Second Supplemental Indenture, to provide for the issuance by the Company from time to time of Securities, in one or more series as provided therein;

WHEREAS, the Company, and The Chase Manhattan Bank (National Association), as Resigning Trustee, and Chemical Bank, as Successor Trustee, entered into that certain First Supplemental Indenture, dated as of April 12, 1995 (the "First Supplemental Indenture") to the Indenture, pursuant to which, among other things, the Resigning Trustee resigned as trustee, paying agent and security registrar under the Indenture, and the Company appointed Chemical Bank as successor trustee, paying agent and security registrar under the Indenture;

WHEREAS, there was previously authenticated and delivered under Section 303 of the Indenture, $150,000,000 (One Hundred Fifty Million Dollars) in principal amount of 6% Notes due September 15, 2003 of the Company (the "1993 Notes");

WHEREAS, on the date hereof and contemporaneously herewith, payment in the necessary amount has been deposited with the Trustee in trust for the Holders of the 1993 Notes in respect of the Stated Maturity of such Securities;

WHEREAS, on the date hereof, and in consideration of the immediately preceding clause, the 1993 Notes are no longer Outstanding Securities under the Indenture;

WHEREAS, on the date hereof, the Trustee is authenticating and delivering under Section 303 of the Indenture, $150,000,000 (One Hundred Fifty Million Dollars) in principal amount of 5.125% Senior Notes due September 15, 2013 (the "2003 Notes") of the Company to be issued pursuant to an underwriting agreement dated as of September 8, 2003 among the Company and the underwriters named therein;

WHEREAS, this Second Supplemental Indenture, among other things, sets forth the terms of the 2003 Notes pursuant to Section 301 of the Indenture;

WHEREAS, Section 901(5) of the Indenture provides that, without the consent of any Holders, the Company, when authorized by Board Resolution, and the Trustee, may enter into an indenture supplement to change or eliminate any provisions of the Indenture, provided that any such changes or eliminations are effective when there is no Security Outstanding of any series

created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;

WHEREAS, pursuant to Section 901(5) of the Indenture, the provisions set forth in this Second Supplemental Indenture shall modify and amend certain provisions of the Indenture and form a part of the Indenture;

WHEREAS, the Company represents that all acts and things necessary to constitute this Second Supplemental Indenture a valid, binding and enforceable instrument have been done and performed, and the execution of this Second Supplemental Indenture has in all respects been duly authorized, and the Company, in the exercise of its legal rights and powers, is executing this Second Supplemental Indenture; and

WHEREAS, the Company has heretofore delivered or is delivering contemporaneously herewith an Officers' Certificate and an Opinion of Counsel each stating that the execution and delivery of this Second Supplemental Indenture comply with the provisions of Article Nine of the Indenture, and that all conditions precedent provided for in the Indenture to the execution and delivery of this Second Supplemental Indenture have been complied with;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties have executed and delivered this Second Supplemental Indenture intending to be bound, and the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective Holders, from time to time, of the Securities, as follows:

Section 1. Definitions.

(a) For all purposes of this Second Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the terms used herein shall have the meanings assigned to them in the Indenture.

(b) For all purposes of the Indenture, as supplemented by this Second Supplemental Indenture, the following terms shall have the following meanings with respect to the terms of the 2003 Notes:

"Make-Whole Amount" means the excess of (i) the aggregate present value, on the Redemption Date, of the principal being redeemed and the amount of interest (exclusive of interest accrued to the Redemption Date) that would have been payable on that principal amount if such redemption had not been made, over (ii) the aggregate principal amount of notes being redeemed. For purposes of the foregoing, present value shall be determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate, as determined on the third business day preceding the date notice of redemption shall be given, from the respective dates on which such principal and interest would have been payable if such redemption had not been made.

"Redemption Price" means the sum of (i) the principal amount of any notes being redeemed plus accrued, but unpaid, interest to the Redemption Date, and (ii) the Make-Whole Amount, if any.

"Reinvestment Rate: means 0.15% plus the arithmetic mean of the yields under the heading "Week Ending" published in the most recent Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed. For purposes of the foregoing, where no maturity exactly corresponds to such maturity, yields for the two established maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding each such relevant periods to the nearest month. For purposes of determining the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

"Statistical Release" means the statistical release designated "H.15(519) or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities; *provided*, *however*, that if such statistical release is not published at the time of any determination under the Indenture, the Company shall designate another index deemed, in its sole discretion, to be reasonably comparable.

Section 2. Terms Applicable to the 2003 Notes. In accordance with Section 301 of the Indenture, the 2003 Notes shall have the following terms applicable to such series of Securities:

(a) The title of the 2003 Notes shall be the "5.125% Senior Notes due September 15, 2013";

(b) The aggregate principal amount of the 2003 Notes to be authenticated and delivered under the Indenture as of the date hereof shall initially be $150,000,000. The Company may, without notice or consent of the Holders of the 2003 Notes, issue additional notes having the same ranking, interest rate, maturity and other terms as the 2003 Notes. Any such additional notes could be considered part of the same series of notes issued under the Indenture as the 2003 Notes;

(c) The principal of the 2003 Notes shall be due and payable on September15, 2013 (the "Maturity Date");

(d) The 2003 Notes shall bear interest at a fixed annual rate of 5.125%, to be paid semi-annually, in arrears, on March 15 and September 15 of each year, beginning on March 15, 2004, until the principal thereof is paid or made available for payment (each such date, an "Interest Payment Date"). The March 1 and September 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date shall be the "Regular Record Date" for the

interest payable on such Interest Payment Date. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months;

(e) Principal of and interest on the 2003 Notes will be payable through the Corporate Trust Office of the Trustee in New York City, or at such other Place or Places of Payment through the Paying Agent or Paying Agents as the Company may designate from time to time; *provided, however,* that, at the option of the Company, payment of interest may be made by check mailed to the address of the person entitled thereto at such address as shall appear in the Security Register;

(f) Sections 401(B) and 403 of the Indenture shall be applicable to the 2003 Notes;

(g) The 2003 Notes may be redeemed by the Company, at its option, in whole or from time to time in part, prior to the Maturity Date, at a price equal to the Redemption Price. In addition, in respect of any redemption by the Company of the 2003 Notes, the second sentence of Section 1102 of the Indenture shall be deemed to be amended to read, in its entirety, as follows:

"In case of any redemption at the election of the Company of the 2003 Notes, the Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of the 2003 Notes to be redeemed."

Except as set forth in the preceding sentence, Section 1102 of the Indenture shall apply as set forth therein with respect to the 2003 Notes;

(h) There shall not be any sinking fund in respect of the 2003 Notes;

(i) The terms of the 2003 Notes shall include such other terms as are set forth in the form of note attached as Exhibit A hereto and shall be subject to such provisions of the Indenture applicable generally to all series of Securities unless such provisions are expressly superseded hereunder.

Section 3. Modifications to the Provisions of Section 501(5). Subsection (5) of Section 501 of the Indenture is hereby amended to read, in its entirety, as follows:

"(5) default or defaults under any bonds, debentures, notes or other evidences of indebtedness (including default or defaults with respect to Securities of any series other than that series) or under any mortgages, indentures, note agreements or other instruments under which there may be issued, or by which there may be secured or evidenced, indebtedness of the Company (including this Indenture), whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in such indebtedness, aggregating more than $20,000,000 becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and any such acceleration shall not be rescinded or annulled within ten Business Days after written notice to the Company from the Trustee or to the

Company and to the Trustee from the Holders of not less than 25 percent in aggregate principal amount of the Outstanding Securities of that series; or"

Section 4. Modifications to the Provisions of Section 902. The first paragraph of Section 902 of the Indenture is hereby amended to read, in its entirety, as follows:

"With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by Board Resolutions, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; *provided, however,* that no such supplemental indenture shall, without consent of the Holder of each Outstanding Security affected thereby;"

Section 5. Modifications to the Provisions of Section 1005. The last paragraph of Section 1005 of the Indenture is hereby amended to read, in its entirety, as follows:

"Notwithstanding the foregoing provisions of this Section 1005, the Company and any one or more Restricted Subsidiaries may issue, assume or guarantee Secured Debt which would otherwise be subject to the foregoing restrictions in an aggregate amount which, together with all other Secured Debt of the Company and its Restricted Subsidiaries which would otherwise be subject to the foregoing restrictions (not including Secured Debt permitted to be secured under subparagraphs (a) through (i), inclusive, above) and the aggregate value of the Sale and Leaseback Transactions in existence at such time (not including Sale and Leaseback Transactions the proceeds of which have been or will be applied in accordance with Section 1006), does not at the time exceed 10% of Consolidated Net Tangible Assets."

Section 6. Effectiveness of this Second Supplemental Indenture. This Second Supplemental Indenture shall become effective on the date first above written coincident with the time that the 1993 Notes shall no longer be deemed to be Outstanding Securities under the Indenture.

Section 7. Miscellaneous.

(a) Except as hereby expressly amended, the Indenture, as supplemented by the First Supplemental Indenture, is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

(b) All the covenants, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

(c) This Second Supplemental Indenture shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State.

(d) If any provision of the Indenture as supplemented by the First Supplemental Indenture and this Second Supplemental Indenture limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of or govern the Indenture, such latter provision shall control. If any provision of the Indenture, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Indenture as so modified or to be excluded, as the case may be.

(e) This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute on and the same instrument.

(f) In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Indenture shall not in any way be affected or impaired thereby.

(g) The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which are solely made by the Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first above written.

HARSCO CORPORATION

By: _____

Title: _____

JPMORGAN CHASE BANK, AS TRUSTEE

By: _____

Title: _____

EXHIBIT A

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEROF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

HARSCO CORPORATION

5.125% Senior Notes due September 15, 2013

Principal Amount $150,000,000

CUSIP No. 415864 AH 0
ISIN No. US415864AH06

Harsco Corporation, a corporation duly organized and existing under the laws of Delaware (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of ONE HUNDRED AND FIFTY MILLION DOLLARS on September 15, 2013 and to pay interest thereon from September 12, 2003 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on March 15 and September 15 (each an "Interest Payment Date") in each year, commencing March 15, 2004 at the rate of 5.125% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice of which shall be given to Holders of this Note not less than 10 days prior to such Special Record Date.

Payment of the principal of (and premium, if any) and interest on this Note will be made through the paying agent or paying agents maintained for that purpose in The City of New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that at the option of the Company,

payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register. Initially, the Trustee will be designated as Paying Agent for the Note, and the Corporate Trust Office of the Trustee in New York City will be designated as a Place of Payment with respect to the Note. The Company may change, eliminate or add any designated Paying Agent, except that the Company must maintain a Paying Agent in each Place of Payment for the Note.

All payments to a Paying Agent for the payment of principal of (and premium, if any) and interest on, this Note which remain unclaimed at the end of two years after such principal (and premium, if any) or interest has become due and payable will be repaid to the Company and the Holder will thereafter look only to the Company for payment.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and to the further provisions applicable hereto set forth in the Indenture, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: September , 2003

HARSCO CORPORATION

[Corporate Seal]

By: _____

Name: Salvatore D. Fazzolari
Title: Senior Vice President, Chief Financial Officer and Treasurer

Attest:

_____

Name: Mark E. Kimmel
Title: Assistant General Counsel and Corporate Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

JPMORGAN CHASE BANK,
as Trustee

By _____

Authorized Officer

[REVERSE OF NOTE]

HARSCO CORPORATION

5.125% Senior Notes due September 15, 2013

This Security is one of a duly authorized issue of notes of the Company designated as its 5.125% Senior Notes due September 15, 2013 (Securities of such series hereinafter called the "Notes") issued under an Indenture, dated as of May 1, 1985 (referred to herein, as amended and supplemented as, the "Indenture"), between the Company and The Chase Manhattan Bank (National Association), as trustee, as amended and supplemented by the First Supplemental Indenture, dated as of April 12, 1995, by and among the Company, and The Chase Manhattan Bank (National Association), as resigning trustee, and JPMorgan Chase Bank (hereinafter referred to in this Note as, the "Trustee") as successor by merger with Chemical Bank, as successor trustee, and by the Second Supplemental Indenture, dated as of September [ ], 2003, by and between the Company and the Trustee to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms of the Notes include those stated in the Indenture, those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, and those set forth in this Note. This Note is a global book-entry note representing $150,000,000 principal amount of the series designated on the face hereof, and will be deposited with a custodian for, and only registered in the name of CEDE & CO. (DTC's nominee) or such other name as may be requested by DTC. Beneficial interests in this Note will be shown on, and transfers will be effected only through, records maintained by DTC and its direct and indirect participants. Such interests may not be exchanged for definitive securities, except in limited circumstances. Beneficial owners of Notes will not receive written confirmation from DTC of their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner transacted the purchase of Notes.

The deposit of Notes with DTC and their registration in the name of CEDE & CO. (or another DTC nominee) do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Notes; DTC's records reflect only the identity of the direct participants to whose accounts such Notes are credited, which may or may not be the beneficial owners. The direct and indirect participants are responsible for keeping account of their holdings on behalf of their customers.

Conveyances of notices and other communications by DTC to direct participants, by direct participants or indirect participants, and by direct participants and indirect participants to beneficial owners are governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor CEDE & CO. (nor such other DTC nominee) will consent or vote with respect to the Notes. Under its usual procedures, DTC would mail an omnibus proxy to the Company as soon as possible after the record date. The omnibus proxy assigns CEDE & CO.'s consenting or voting rights to those direct participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal of (and premium, if any) and interest on, the Notes will be paid to CEDE & CO., or such other nominee as may be requested by DTC. DTC's practice is to credit direct participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Company or the Company's Paying Agents on each payment date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participant and not of DTC, the Company or any Paying Agents, subject to any statutory or regulatory requirements as may be in effect from time to time.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving the Company reasonable notice. Under such circumstances, in the event that a successor securities depository is not obtained, definitive note certificates will be printed and delivered to noteholders. The Company also may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event definitive certificates also will be printed and delivered to noteholders.

The Notes are unsecured senior obligations of the Company ranking equally with all of the Company's other existing and future senior unsecured indebtedness and senior in right of payment to all of the Company's existing and future subordinated indebtedness. No sinking fund is provided for the Notes. The Company may redeem the Notes at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to the Notes (the "Redemption Price"). Notice of any optional redemption of any Notes will be given to Holders at their addresses, as shown in the Security Register, not more than 60 nor less than 30 days prior to the date fixed for redemption. The notice of redemption will specify, among other items, the Redemption Price and the principal amount of the Notes held by such Holder to be redeemed. The Company may, without notice or consent of the Holders of the Notes, issue additional notes having the same ranking, interest rate, maturity and other terms as the Notes. Any such additional notes could be considered part of the same series of notes issued under the Indenture as the Notes.

In the event of redemption of this Note in part only, a new Note for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by

the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer thereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

The Notes are subject to provisions set forth in the Indenture pursuant to which the Company can, in specified circumstances, be discharged from certain of its obligations under the Indenture with respect to the Notes. Any such discharge generally requires the Company to (i) deposit irrevocably with the Trustee, in trust, cash funds or Government Obligations, the principal of and interest on which when due will, together with any cash funds set aside at the same time and without necessity for further investment or reinvestment of the principal amount of or interest from such Government Obligations or of such cash funds, provide funds sufficient to pay at maturity or upon redemption the principal of (and premium, if any) and interest on, the Outstanding Notes, (ii) obtain an Opinion of Counsel stating that all conditions precedent to discharge of the Indenture with respect to the Notes have been complied with, and (iii) pay all other sums payable under the Indenture with respect to the Notes. Notwithstanding any satisfaction and discharge of the Indenture, so long as any Notes remain Outstanding, the Indenture shall continue in effect following such discharge with respect to, among other things, rights of registration of transfer, exchange or replacement of Notes and rights to receive payment of the principal thereof (and premium, if any) and interest thereon.

The Notes also are subject to provisions set forth in the Indenture pursuant to which the Company can cease its obligations to comply with any covenants under the Indenture. Such covenant defeasance requires, among other things, the Company to deposit with the Trustee, in trust, (i) U.S. dollars, (ii) U.S. Government Securities which through the payment of interest thereon and principal thereof in accordance with their terms will provide, not later than one day before the due date of any payment under the Notes, U.S. dollars in an amount, or (iii) a combination of (i) and (ii), in each case, sufficient to pay all installments of principal of (and premium, if any) and interest on, the Notes on the dates such payments are due in accordance with the terms of the Notes, and the Company must have also paid or caused to be paid all other sums payable with respect to the Notes at the time Outstanding. Notwithstanding any such covenant defeasance, the Company's obligations in the Indenture including, without limitation, the primary obligation to pay the principal of (premium, if any) and interest on, the Notes shall survive until the payment of all such principal (premium, if any) and interest has been made.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations herein and therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the corporate trust office of the Trustee and in any other office or agency of the Company in any place where the principal of (and premium, if any) and interest on, this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of authorized denominations and of like aggregate principal amount, interest rate and

Stated Maturity, will be issued to the designated transferee or transferees. The Company has appointed the Trustee as Security Registrar for the Notes.

The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiples thereof. As provided in the Indenture and subject to certain limitations herein and therein set forth, the Notes are exchangeable for Notes of a different authorized denomination but of like aggregate principal amount, interest rate and Stated Maturity, as requested by the Holder surrendering the same. No service charge shall be made to any Holder for any such registration of transfer or exchange of this Note, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of (and premium, if any) and interest on this Note, or for any claim based herein, or otherwise in respect hereof, or based on or in respect of the Indenture or any supplemental indenture against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company, or any successor corporation, whether by virtue of any constitution, statute or rule of law, all such liability being by acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of making payment and for all other purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

This Note and the Indenture are governed by, and construed in accordance with, the laws of the State of New York.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Security, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	- -	as tenants in common	UNIF GIFT MIN ACT -	_____ Custodian	_____
TEN ENT	- -	as tenants by the entireties		(Cust)	(Minor)
JT TEN	- -	as joint tenants with rights of survivorship and not as tenants in common		under Uniform Gifts to Minors Act	
				(State)	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNED)

the within Security of HARSCO CORPORATION and hereby does irrevocably constitutes and appoint

Attorney

to transfer the said Security on the books of the within-named Corporation, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

Exhibit 5.1

[Kirkpatrick & Lockhart LLP letterhead]

September 11, 2003

Harsco Corporation
350 Poplar Church Road
Camp Hill, Pennsylvania 17011

Ladies and Gentlemen:

We have acted as counsel to Harsco Corporation, a Delaware corporation (the "Company"), in connection with the issuance and sale by the Company of $150,000,000 aggregate principal amount of 5.125% Senior Notes due 2013 (the "Notes") to the Underwriters named in the Underwriting Agreement, dated September 8, 2003 (the "Underwriting Agreement") by and between the Company and Citigroup Global Markets Inc., as Representative of the several underwriters named therein, issued under an Indenture (referred to herein, as supplemented or amended as described below as, the "Indenture"), dated as of May 1, 1985, as amended by the First Supplemental Indenture, dated as of April 15, 1995, between the Company and JPMorgan Chase Bank, as successor trustee by merger (the "Trustee"), and as contemplated to be amended and supplemented in connection with the issuance of the Notes, by the Second Supplemental Indenture, dated as of September 12, 2003, by and between the Company and the Trustee (the "Second Supplemental Indenture").

You have requested our opinion as to the matters set forth below in connection with the issuance and sale of the Notes. For purposes of rendering that opinion, we have examined (i) the Registration Statement on Form S-3, No. 33-56885 (such registration statement as amended when it became effective, including any amendments thereto, but excluding the documents incorporated by reference therein, is herein referred to as, the "Registration Statement"), filed by the Company pursuant to Rule 415 of the Securities Act of 1933, as amended (the "1933 Act"), (ii) the related prospectus, dated September 8, 2003, filed with the SEC pursuant to Rule 424(b) under the 1933 Act (such final prospectus, but excluding the documents incorporated by reference therein, is herein referred to as, the "Prospectus") relating to the Notes and the documents incorporated by reference in the Prospectus, (iii) the Underwriting Agreement , (iv) the Company's Certificate of Incorporation and Bylaws, each as amended to date, (v) the Indenture and the form of 5.125% Global Senior Note due 2013, and (vi) the resolutions of the Company's Board of Directors and Debt Committee that provide for the execution, delivery and performance of the Indenture and the issuance of the Notes, and we have made such other investigation as we have deemed appropriate. We have examined and relied upon certificates of public officials and, as to certain matters of fact that are material to our opinion, we have also relied on certificates of officers of the Company. In rendering our opinion, we also have made the assumptions that are customary in opinion letters of this kind. In rendering this opinion, we have also assumed the effectiveness of the Second Supplemental Indenture concurrent with the issuance and sale of the Notes contemplated hereby. We have not verified any of those assumptions.

Our opinion set forth below is limited to the law of the State of New York and the General Corporation Law of the State of Delaware.

Based upon and subject to the foregoing, it is our opinion that the definitive terms of the Notes have been determined and approved by authorized officers of the Company in accordance with the Indenture and the resolutions of, as applicable, the Company's Board of Directors and Debt Committee, and when the Notes have been duly executed and authenticated as provided in the Indenture and delivered against payment in accordance with the terms of the Underwriting Agreement, the Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other laws affecting the rights and remedies of creditors generally, and to general principles of equity (whether applied by a court of law or equity).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and as an exhibit to the Current Report on Form 8-K dated September 8, 2003 filed by the Company with the Securities and Exchange Commission on September 11, 2003 and the reference to this firm in the Prospectus under the caption "Legal Matters." In giving our consent we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations thereunder.

Yours truly,

Kirkpatrick & Lockhart LLP

EXHIBIT 12.1

HARSCO CORPORATION

Computation of Ratios of Earnings to Fixed Charges

(Dollars in Thousands)

	SIX MONTHS ENDED JUNE 30	YEARS ENDED DECEMBER 31				
	2003	2002	2001(a)	2000(a)	1999(a)	1998(a)
Pre-tax income from continuing operations (net of minority interest in net income)	$56,409	$130,650	$113,195	$139,741	$135,528	$168,246
Add fixed charges computed below	31,435	64,424	72,265	64,429	37,155	28,094
Net adjustments for equity companies	1,073	(219)	2,747	3,749	365	139
Net adjustments for capitalized interest	27	121	152	125	(535)	(10)
Consolidated Earnings Available for Fixed Charges	$88,944	$194,976	$188,359	$208,044	$172,513	$196,469
Consolidated Fixed Charges:						
Interest expense per financial statements (b)	$20,526	$ 43,323	$ 53,190	$ 50,082	$ 26,939	$ 20,413
Interest expense capitalized	28	—	—	2	893	128
Portion of rentals (1/3) representing an interest factor	10,881	20,972	19,075	14,345	9,323	7,553
Interest expense for equity companies whose debt is guaranteed	—	129	—	—	—	—
Consolidated Fixed Charges	$31,435	$ 64,424	$ 72,265	$ 64,429	$ 37,155	$ 28,094
Consolidated Ratio of Earnings to Fixed Charges	2.83	3.03	2.61	3.23	4.64	6.99

(a) In order to comply with the Financial Accounting Standards Board (FASB) Statement No. 144, “Accounting for the Impairment or Disposal of Long-Lived Assets,” 2001, 2000, 1999 and 1998 information has been reclassified for comparative purposes.

(b) Includes amortization of debt discount and expense.

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

JPMORGAN CHASE BANK

(Exact name of trustee as specified in its charter)

New York	**13-4994650**
(State of incorporation if not a national bank)	(I.R.S. employer identification No.)
270 Park Avenue	
New York, New York	**10017**
(Address of principal executive offices)	(Zip Code)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

HARSCO CORPORATION

(Exact name of obligor as specified in its charter)

Delaware	**23-1483991**
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification No.)
P.O. Box 8888	
Camp Hill, Pennsylvania	**17001-8888**
(Address of principal executive offices)	(Zip Code)

Debt Securities

(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Restated Organization Certificate of the Trustee and the Certificate of Amendment dated November 9, 2001 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-73746 which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference). On November 11, 2001, in connection with the merger of The Chase Manhattan Bank and Morgan Guaranty Trust Company of New York, the surviving corporation was renamed JPMorgan Chase Bank.

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-73746, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference). On November 11, 2001, in connection with the merger of The Chase Manhattan Bank and Morgan Guaranty Trust Company of New York, the surviving corporation, was renamed JPMorgan Chase Bank.

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority (see Exhibit 7 to Form T-1 filed in connection with Registration Statement No. 333-73746 which is incorporated by reference).

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, JPMorgan Chase Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 8th day of September 2003.

JPMORGAN CHASE BANK

By: /s/ Kathleen Perry

Kathleen Perry
Vice President

Exhibit 7 to Form T-1

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

JPMorgan Chase Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business June 30, 2003, in
accordance with a call made by the Federal Reserve Bank of this
District pursuant to the provisions of the Federal Reserve Act.

ASSETS		**Dollar Amounts in Millions**
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		$ 22,657
Interest-bearing balances		10,600
Securities:		
Held to maturity securities		268
Available for sale securities		76,771
Federal funds sold and securities purchased under agreements to resell		
Federal funds sold in domestic offices		3,844
Securities purchased under agreements to resell		86,290
Loans and lease financing receivables:		
Loans and leases held for sale		31,108
Loans and leases, net of unearned income	$166,046	
Less: Allowance for loan and lease losses	3,735	
Loans and leases, net of unearned income and allowance		162,311
Trading Assets		186,546
Premises and fixed assets (including capitalized leases)		6,142
Other real estate owned		133
Investments in unconsolidated subsidiaries and associated companies		696
Customers' liability to this bank on acceptances outstanding		225
Intangible assets		
Goodwill		2,201
Other Intangible assets		3,058
Other assets		68,983
TOTAL ASSETS		$661,833

LIABILITIES	
Deposits	
In domestic offices	$189,571
Noninterest-bearing $82,747	
Interest-bearing 106,824	
In foreign offices, Edge and Agreement	
subsidiaries and IBF's	125,990
Noninterest-bearing $6,025	
Interest-bearing 119,965	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	4,978
Securities sold under agreements to repurchase	114,181
Trading liabilities	129,299
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	10,186
Bank's liability on acceptances executed and outstanding	225
Subordinated notes and debentures	8,202
Other liabilities	41,452
TOTAL LIABILITIES	624,084
Minority Interest in consolidated subsidiaries	104
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,785
Surplus (exclude all surplus related to preferred stock)	16,304
Retained earnings	18,426
Accumulated other comprehensive income	1,130
Other equity capital components	0
TOTAL EQUITY CAPITAL	37,645
TOTAL LIABILITIES, MINORITY INTEREST, AND EQUITY CAPITAL	$661,833

I, Joseph L. Sclafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WILLIAM B. HARRISON, JR)
HANS W. BECHERER)
FRANK A. BENNACK, JR)