

**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 15, 2016

Harsco Corporation

(Exact name of registrant as specified in its charter)

DE

(State or other jurisdiction
of incorporation)

001-03970

(Commission File Number)

23-1483991

(IRS Employer Identification No.)

350 Poplar Church Road, Camp Hill, Pennsylvania

(Address of principal executive offices)

17011

(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth below in Item 2.01 is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On September 15, 2016, Harsco Corporation (the “Company”), and its subsidiary Harsco (UK) Group Limited (together with the Company, the “Harsco Entities”), entered into an Omnibus Agreement (the “Omnibus Agreement”) with CDR Bullseye Holdings, L.P., Bullseye G.P., LLC, Bullseye Partnership, L.P., Bullseye Holdings, L.P. and Brand Energy & Infrastructure Holdings, Inc. (“Brand”), pursuant to which Brand repurchased the Harsco Entities’ 26 percent interest in Brand.

In exchange for the Harsco Entities’ interest, (i) the Harsco Entities received \$145 million in cash, and (ii) the Company’s obligations to pay to Brand and its subsidiaries future amounts under Section 8.2(i)(iv) of that certain Purchase Agreement, dated as of September 15, 2013, as amended, by and between the Company, Brand Energy & Infrastructure Services, Inc. (f/k/a Bullseye, Inc.), Brand and CDR Bullseye Holdings, L.P. were satisfied, the present value of which equals \$20,640,182.65. In addition, Harsco received \$1,391,954.90 in accrued but unpaid fees, rent and expenses from Brand.

As a result of the sale, the Company’s obligation to make quarterly payments under the terms of a limited partnership agreement that governed the operation of the strategic venture terminated. Those quarterly payments were made either (at the Company’s election) (i) in cash, with total payments to equal approximately \$23 million per year on a pre-tax basis, or (ii) in kind through the transfer of approximately 3% of the Company’s equity interest in Brand on an annual basis.

As part of the transaction, the Company’s two representatives on Brand’s board of directors resigned.

The description of the Omnibus Agreement is subject to the terms thereof, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On September 15, 2016, the Company issued a press release announcing the consummation of the transactions contemplated by the Omnibus Agreement. A copy of the press release is attached hereto as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- (b) The unaudited pro forma condensed consolidated financial information related to the transaction described in Item 2.01 above is attached as Exhibit 99.1 to this Current Report on Form 8-K.
- (d) Exhibits. The following exhibits are filed as part of this Form 8-K:

Exhibit No. Description

2.1	Omnibus Agreement dated September 15, 2016
99.1	Unaudited Pro Forma Condensed Consolidated Financial Information
99.2	Press Release dated September 15, 2016.

SIGNATURES

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

HARSCO CORPORATION

Date: September 21, 2016

By: /s/ Russell C. Hochman

Russell C. Hochman

Senior Vice President and General Counsel, Chief Compliance Officer &
Corporate Secretary

OMNIBUS AGREEMENT

among

CDR BULLSEYE HOLDINGS, L.P.,

BULLSEYE G.P., LLC,

BULLSEYE PARTNERSHIP, L.P.,

BULLSEYE HOLDINGS, L.P.,

BRAND ENERGY & INFRASTRUCTURE HOLDINGS, INC.,

HARSCO CORPORATION,

and

HARSCO (UK) GROUP LIMITED,

dated as of September 15, 2016

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OMNIBUS AGREEMENT

This omnibus agreement, dated as of September 15, 2016 (this "Agreement"), is entered into by and among CDR Bullseye Holdings, L.P., a Delaware limited partnership ("CD&R"), Harsco Corporation, a Delaware corporation ("Harsco US"), Harsco (UK) Group Limited, a private limited company organized under the laws of England and Wales ("Harsco UK"), Bullseye G.P., LLC, a Delaware limited liability company (the "General Partner"), Bullseye Partnership, L.P., a Cayman Islands exempted limited partnership (the "Upper Tier Partnership"), Bullseye Holdings, L.P., a Cayman Islands exempted limited partnership (the "Lower Tier Partnership"), and Brand Energy & Infrastructure Holdings, Inc., a Delaware corporation ("Brand") and together with CD&R, Harsco US, Harsco UK, the General Partner, the Upper Tier Partnership, and the Lower Tier Partnership, the "Parties").

WHEREAS, as of the date hereof, all 775,000 issued and outstanding shares of Brand are owned by the Lower Tier Partnership;

WHEREAS, as of the date hereof, the Upper Tier Partnership owns 6,900,000 common units of the Lower Tier Partnership, CD&R owns 819,700 common units of the Lower Tier Partnership and members of the management of Brand and its subsidiaries collectively hold 7,835,654 common units of the Lower Tier Partnership and 762,150 profits units of the Lower Tier Partnership;

WHEREAS, as of the date hereof, CD&R owns 4,760,525.17823263 class A units of the Upper Tier Partnership, Harsco US owns 2,102,219.43353766 class B units of the Upper Tier Partnership (the "Harsco US Upper Tier Units"), and Harsco UK owns 37,255.38822971 class B units of the Upper Tier Partnership (the "Harsco UK Upper Tier Units");

WHEREAS, the General Partner is the general partner of each of the Upper Tier Partnership and the Lower Tier Partnership;

WHEREAS, Harsco US, Brand Energy & Infrastructure Services, Inc. (f/k/a Bullseye, Inc.) ("Brand Opco"), a Delaware corporation and an indirect wholly owned subsidiary of Brand, Brand (f/k/a Bullseye Investors, Inc.) and CD&R are parties to a Purchase Agreement, dated as of September 15, 2013, as amended by the letter agreements dated November 26, 2013 and January 2, 2014 (the "Purchase Agreement");

WHEREAS, the Parties desire to cause Harsco US and Harsco UK's beneficial interests in Brand to be repurchased by Brand, in exchange for cash and in connection therewith Harsco US shall be released from certain specified obligations of Harsco US under the Purchase Agreement;

WHEREAS, in order to effect such repurchase, the Lower Tier Partnership intends to distribute to the Upper Tier Partnership 143,047 shares of common stock of Brand (the “Distributed Shares”) in exchange for the cancellation of 1,440,349.41434783 common units of the Lower Tier Partnership (the “Cancelled Lower Tier Units”) owned by the Upper Tier Partnership (the “Lower Tier Distribution”), with such distribution to be pre-authorized by an amendment to the Amended and Restated Limited Partnership Agreement of the Lower Tier Partnership, dated November 26, 2013 (the “Lower Tier Partnership Agreement”);

WHEREAS, immediately following the Lower Tier Distribution, (a) the Upper Tier Partnership intends to (i) (A) distribute 140,556 shares of common stock of Brand to Harsco US in exchange for the cancellation of the Harsco US Upper Tier Units and (B) distribute 2,491 shares of common stock of Brand to Harsco UK in exchange for the cancellation of the Harsco UK Upper Tier Units (the “Upper Tier Harsco Distributions”) and (ii) distribute all 5,459,650.58565217 common units of the Lower Tier Partnership it holds to CD&R (the “Upper Tier CD&R Distribution”) and (b) Harsco US, Harsco UK, CD&R, and the General Partner intend to amend and restate the Amended and Restated Limited Partnership Agreement of the Upper Tier Partnership, dated November 26, 2013 (the “Existing Upper Tier Partnership Agreement”), to reflect that, following the Upper Tier Harsco Distributions, CD&R will be the sole limited partner thereof and neither Harsco US nor Harsco UK shall remain a Class B Unit Holder for purposes of the Existing Upper Tier Partnership Agreement, as amended and restated;

WHEREAS, following the steps described in the preceding recital, the Upper Tier Partnership shall be voluntarily liquidated in due course in accordance with the laws of the Cayman Islands (the “Upper Tier Liquidation”); and

WHEREAS, immediately following the Upper Tier Harsco Distributions, Brand intends to repurchase the Distributed Shares from Harsco US and Harsco UK in exchange for an aggregate repurchase price of \$165,640,182.65 (to be allocated pro rata between Harsco US and Harsco UK), with the portion of the repurchase price to be paid in cash to Harsco US offset by \$20,640,182.65, which represents the present value of Harsco US’s obligations to Brand and its subsidiaries under Section 8.2(i) (iv) of the Purchase Agreement, which shall be treated as satisfied under this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

“Closing” means the closing of the Lower Tier Distribution, the Upper Tier Harsco Distributions, the Upper Tier CD&R Distribution, and the Repurchases.

“Governmental Body” means any domestic or foreign government, including any foreign, federal, state, provincial, local, territorial or municipal government or any political subdivision thereof, or any governmental, regulatory, judicial or administrative division, agency, authority, board, bureau, court, tribunal, or commission.

“Law” means any domestic or foreign, federal, state or local law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree or other binding directive issued, enacted, promulgated, entered into, agreed or imposed by any Governmental Body.

“Person” means any natural person, general or limited partnership, limited liability company, unlimited liability company, corporation (including non-for-profit corporation), joint stock company, trust, estate, joint venture, group, association or unincorporated organization or any other form of business or professional entity, but does not include a Governmental Body.

ARTICLE II

THE TRANSACTIONS

2.1 The Distributions. The following transactions shall be consummated on the date hereof in the following order:

(a) The General Partner, CD&R, and the Upper Tier Partnership, with the consent of the Company Management Representative (as defined in the Lower Tier Partnership Agreement), shall cause the Lower Tier Partnership Agreement to be amended by the amendment in the form attached hereto as Exhibit A (the “Amendment”). Effective immediately following the Amendment, the Lower Tier Partnership hereby effects the Lower Tier Distribution and the Cancelled Lower Tier Units are hereby cancelled. The Upper Tier Partnership acknowledges and agrees to the Lower Tier Distribution and the concurrent cancellation of the Cancelled Lower Tier Units.

(b) Effective immediately following the Lower Tier Distribution, the Upper Tier Partnership hereby effects the Upper Tier Harsco Distributions and the Upper Tier CD&R Distribution and the Harsco US Upper Tier Units and the Harsco UK Upper

Tier Units are immediately cancelled. Harsco US, Harsco UK, and CD&R acknowledge and agree to the Upper Tier Harsco Distributions and the Upper Tier CD&R Distribution and the concurrent cancellation of the Harsco US Upper Tier Units and the Harsco UK Upper Tier Units. Effective at the time of the Upper Tier Harsco Distributions and the Upper Tier CD&R Distribution, each of Harsco US, Harsco UK, CD&R and the General Partner shall amend and restate the Existing Upper Tier Partnership Agreement in the form attached hereto as Exhibit B such that each of Harsco US and Harsco UK shall (i) withdraw as a limited partner of the Upper Tier Partnership and (ii) cease to have any rights or obligations under such amended and restated limited partnership agreement of the Upper Tier Partnership. For the avoidance of doubt, each of Harsco US and Harsco UK also ceases to have any rights or obligations under the Lower Tier Partnership Agreement.

(c) Following the steps described in the preceding subsections, the Upper Tier Liquidation shall be effected in due course in accordance with the laws of the Cayman Islands.

2.2 The Repurchases. Immediately following the Upper Tier Harsco Distributions, Brand shall repurchase the Distributed Shares (the "Repurchases") and, in connection therewith (a) Brand shall pay to Harsco US \$142,115,652.29 in cash by wire transfer of immediately available funds to an account designated in writing by Harsco US at least one Business Day prior to the date hereof, which amount takes into account the elimination of the obligations described in clause (i) of the following sentence, and (b) Brand shall pay to Harsco UK \$2,884,347.71 in cash by wire transfer of immediately available funds to an account designated in writing by Harsco UK at least one Business Day prior to the date hereof. Effective as of the Closing, (i) the Purchase Agreement shall be amended to eliminate the Sellers' (as defined in the Purchase Agreement) remaining obligations under Section 8.2(i)(iv) of the Purchase Agreement by execution of the amendment to the Purchase Agreement in the form attached hereto as Exhibit C and (ii) the Lease Agreement, dated as of November 26, 2013, by and between Harsco US and Brand Services, LLC for the real property at 1001 Herr Street/1000 State Street, Harrisburg, PA 17103 and the improvements thereon shall be terminated without any further payment in respect thereof except as set forth in Section 2.3(b), by execution of the termination agreement in the form attached hereto as Exhibit D.

2.3 Other Closing Actions. Effective as of the Closing:

(a) Harsco US and Harsco UK shall cease to have any rights or obligations under the Investor Rights Agreement, dated as of November 26, 2013, by and among Harsco US, CD&R, the Upper Tier Partnership, the Lower Tier Partnership, the General Partner, and Brand (f/k/a Bullseye Investors, Inc.) (the "Investor Rights Agreement") other than (i) the obligations contained in Section 5.4 of the Investor Rights Agreement (related to confidentiality), which shall remain in full force and effect, and (ii)

the rights to certain financial information set forth in Section 2.11 of the Investor Rights Agreement, which shall only terminate after delivery of the information required thereby in respect of the accounting periods through the end of the current fiscal year, including delivery by Brand of its annual report in respect of the current fiscal year.

(b) Brand shall pay, or cause to be paid, to Harsco US, the Additional Consulting Fee (as defined in the Consulting Agreement) that is accrued but unpaid as of the date hereof in the amount of \$1,356,058.48 and \$35,896.42 with respect to unpaid rent and expenses for the period prior to September 15, 2016. Following such payment, the Consulting Agreement, dated as of November 26, 2013, by and among Brand (f/k/a Bullseye Investors, Inc.), Bullseye Midco, Inc., Brand Opco and Harsco US (the “Consulting Agreement”) shall terminate in accordance with Section 4 thereof by execution of a termination agreement in the form attached hereto as Exhibit E, and the Indemnification Agreement, dated as of November 26, 2013, by and among the Upper Tier Partnership, the Lower Tier Partnership, Brand (f/k/a Bullseye Investors, Inc.), Bullseye Midco, Inc., Brand Opco and Harsco US, shall terminate and be of no further force and effect, other than in respect of claims relating to or arising during the period prior to Closing, with respect to which the Indemnification Agreement shall continue to be in effect, by execution of a termination agreement in the form attached hereto as Exhibit F.

(c) Harsco US shall cause all of its appointees to the board of directors of Brand to resign.

2.4 Other Agreements.

(a) Except as expressly set forth herein, all indemnification and other rights and obligations set forth in the Purchase Agreement (including in Articles V and VIII thereof) and the Ancillary Agreements (as defined in the Purchase Agreement) shall remain in full force and effect, in accordance with their terms.

(b) Within 60 days from the Closing, Brand shall cause the Guaranty, dated November 25, 2013, made by Harsco US in favor of Commerzbank Aktiengesellschaft and any other similar guarantees or similar contingent or support obligations of Harsco US or any of its subsidiaries benefiting Brand or any of its subsidiaries to be terminated, without any obligation on the part of any of the Parties or any of their respective affiliates from and after the Closing. Following the Closing, the Parties shall work in good faith to settle or terminate any arrangements between Harsco US or any of its subsidiaries, on the one hand, and Brand or any of its subsidiaries, on the other hand, that the Parties reasonably agree should be settled or terminated (other than, for the avoidance of doubt, the lease arrangements listed on Exhibit G which shall continue in accordance with their respective terms).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1 Representations of All Parties. Each Party represents and warrants to the other Parties as follows:

(a) Incorporation and Authority. Such Party is an entity duly organized, validly existing and (where such concept is applicable) in good standing (or local equivalent) under the Laws of its jurisdiction of organization, formation or incorporation, as applicable, and has all requisite corporate or other (as applicable) power and authority to conduct its business as currently conducted.

(b) Authorization; Binding Agreement. Such Party (acting by its general partner, where applicable) has all necessary corporate or other (as applicable) power and authority to enter into this Agreement, to carry out and perform its obligations hereunder, and to consummate the transactions contemplated on its part hereby. The execution and delivery by such Party (acting by its general partner, where applicable) of this Agreement, and the consummation by such Party of the transactions contemplated on its part hereby, have been duly authorized by all necessary corporate or other (as applicable) action on the part of such Party (and/or its general partner, where applicable). This Agreement has been duly executed and delivered by such Party (acting by its general partner, where applicable) and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Conflict. None of the execution, delivery and performance by such Party of this Agreement, or the consummation of transactions contemplated hereby will conflict with or violate the articles of incorporation or bylaws (or similar organizational documents) of such Party.

3.2 Representations of Harsco. Each of Harsco US and Harsco UK represents that the Repurchases shall constitute a sale or exchange of all of the stock of Brand owned by each of Harsco US and Harsco UK and any of their affiliates for purposes of Section 302(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE IV

GENERAL PROVISIONS

4.1 Further Assurances. Each Party (and/or its general partner, where applicable) shall (and shall cause its subsidiaries and representatives to) from time to time, at another Party's reasonable request, execute and deliver, or cause to be executed and delivered, such further instruments, documents, conveyances or assurances and perform such further acts, as such other Party may reasonably require in order to fully effect the transactions contemplated by this Agreement.

4.2 Consent. The Parties hereby consent to the transactions contemplated by this Agreement, including under the Investor Rights Agreement, the Existing Upper Tier Partnership Agreement, and the Lower Tier Partnership Agreement (including as amended in accordance herewith), as applicable, without regard to notice or other requirements that may be set forth in such agreements.

4.3 Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, illegal or incapable of being enforced by any rule, Law or public policy of any jurisdiction (a) such invalidity, illegality or unenforceability shall be fully separable and shall not affect any other provision or portion of any provision of this Agreement in such jurisdiction and (b) all other terms and provisions of this Agreement shall nevertheless remain in full force and effect and shall be deemed substituted for the provision at issue, a valid, legal and enforceable provision. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any Party.

4.4 Entire Agreement. Without limiting Section 2.4, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, communications, understandings and undertakings with respect to the subject matter hereof, both written and oral. This Agreement shall not be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby other than those expressly set forth herein, and none shall be deemed to exist or be inferred with respect to the subject matter hereof.

4.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein, express or

implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.6 Public Announcements. The timing and content of all press releases or other written public announcements regarding any aspect of this Agreement or the transactions contemplated hereby to the financial community, employees or the general public by a Party shall be subject to prior consultation with and the consent of the other Parties (which shall not be unreasonably withheld or delayed); provided that a Party may, without the prior consent of any other Party, issue such a press release or other similar public statement as may be required by applicable Law or any listing agreement with a securities exchange or debt agreement to which the disclosing Party is a party, if the disclosing Party has used commercially reasonable efforts to consult with the other Parties and to obtain the other Parties' consent but has been unable to do so in a timely manner. Notwithstanding the foregoing, the Parties shall cooperate to agree to the initial press release to be made by Harsco US in respect of the transactions contemplated by this Agreement on the date hereof.

4.7 Governing Law; Jurisdiction.

(a) This Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that are not mandatorily applicable by Law and would permit or require the application of the Laws of another jurisdiction.

(b) Each Party irrevocably agrees that any and all legal actions, proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the borough of Manhattan in The City of New York (or, solely if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each Party hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each Party agrees not to commence any action, suit, and proceeding or counterclaim relating thereto, except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any legal action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such

court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Nothing in this Section 4.7 shall be deemed to prevent any party from seeking to remove any action to a federal court in the State of New York.

4.8 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES (AND SHALL CAUSE THEIR RESPECTIVE SUBSIDIARIES TO IRREVOCABLY AND UNCONDITIONALLY WAIVE) ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.8.

4.9 No Presumption Against Drafting Party. Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

4.10 Execution of Agreement. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, .pdf signature, or electronic mail transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

4.11 Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this

Agreement. The use of the terms “including” or “include” shall in all cases herein mean “including, without limitation” or “include, without limitation,” respectively. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or thing extends, and such phrase shall not simply mean “if”. Reference to any Person includes such Person’s successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder, all as in effect on the date hereof. Underscored references to Articles or Sections shall refer to those portions of this Agreement. References to “\$” or “dollars” in this Agreement shall mean United States dollars. Any reference in this Agreement to a time or date shall be deemed to be such date or time in New York City, unless otherwise specified. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic format) in a visible form. The use of the terms “hereunder,” “hereof,” “hereto” and words of similar import shall, unless otherwise stated, refer to this Agreement as a whole and not to any particular Article, Section or clause of this Agreement. The use of the word “or” is not intended to be exclusive unless otherwise stated. The use of the phrases “the date of this Agreement”, “the date hereof”, “of even date herewith” and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement. The word “will” shall be construed to have the same meaning and effect as the word “shall” and vice versa.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective duly authorized representatives.

CDR BULLSEYE HOLDINGS, L.P.

By: CD&R Investment Associates IX, Ltd., its general partner

By: _____ /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President, Treasurer, and Secretary

BULLSEYE G.P., LLC

By: _____ /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President and Secretary

BULLSEYE PARTNERSHIP, L.P.

By: Bullseye G.P., LLC, its general partner

By: _____ /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President and Secretary

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

On September 15, 2016, Harsco Corporation (the "Company"), and its subsidiary Harsco (UK) Group Limited (together with the Company, the "Harsco Entities"), entered into an Omnibus Agreement (the "Omnibus Agreement") with CDR Bullseye Holdings, L.P., Bullseye G.P., LLC, Bullseye Partnership, L.P., Bullseye Holdings, L.P. and Brand Energy & Infrastructure Holdings, Inc. ("Brand"), pursuant to which Brand repurchased the Harsco Entities' 26 percent interest in Brand (the "Transaction").

In exchange for the Harsco Entities' interest, (i) the Harsco Entities received \$145 million in cash, and (ii) the Company's obligations to pay to Brand and its subsidiaries future amounts under Section 8.2(i)(iv) of that certain Purchase Agreement, dated as of September 15, 2013, as amended, by and between the Company, Brand Energy & Infrastructure Services, Inc. (f/k/a Bullseye, Inc.), Brand and CDR Bullseye Holdings, L.P. were satisfied. The book value of the related pension obligation equaled approximately \$22 million at the time of the Transaction.

As a result of the sale, the Company's obligation to make quarterly payments under the terms of a limited partnership agreement that governed the operation of the strategic venture terminated. Those quarterly payments were made either (at the Company's election) (i) in cash, with total payments to equal approximately \$23 million per year on a pre-tax basis, or (ii) in kind through the transfer of approximately 3% of the Company's equity interest in Brand on an annual basis (the "unit adjustment liability"). The book value of the unit adjustment liability was approximately \$65 million at the time of the Transaction.

The following unaudited pro forma condensed consolidated financial information is based on the Company's historical consolidated financial statements and is intended to provide information about how the Transaction might have affected the Company's historical consolidated financial statements if it had closed on: January 1, 2015, in the case of the condensed consolidated statement of operations for the year ended December 31, 2015; January 1, 2016, in the case of the condensed consolidated statement of operations for the six months ended June 30, 2016; and June 30, 2016, in the case of the condensed consolidated balance sheet as of June 30, 2016. The unaudited pro forma condensed consolidated financial information is based on available information and assumptions that the Company believes are reasonable. The unaudited pro forma condensed consolidated financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what the Company's financial condition or results of operations would have been had the Transaction occurred on the dates indicated. The unaudited pro forma condensed consolidated financial information also should not be considered representative of the Company's future financial condition or results of operations.

For information with respect to certain items reflected in the unaudited pro forma condensed consolidated financial information, please refer to the notes to the unaudited pro forma condensed consolidated financial information.

The unaudited pro forma condensed consolidated financial information should be read in conjunction with the audited consolidated financial statements, including the notes thereto, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2015, and the unaudited condensed consolidated financial statements, including the notes thereto, included in the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2016.

HARSCO CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

(In thousands)	June 30, 2016			
	Harsco Historical	Less: Harsco's Equity Investment in Brand	Transaction Related Adjustments	Pro Forma
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 69,238	\$ —	\$ 145,000 <i>a</i>	\$ 214,238
Trade accounts receivable, net	265,241	—	—	265,241
Other receivables	16,875	—	(1,101) <i>b</i>	15,774
Inventories	208,243	—	—	208,243
Other current assets	80,503	(4,310)	—	76,193
Total current assets	640,100	(4,310)	143,899	779,689
Investments	236,112	(233,901)	—	2,211
Property, plant and equipment, net	531,292	—	—	531,292
Goodwill	394,423	—	—	394,423
Intangible assets, net	47,078	—	—	47,078
Other assets	110,016	(6,557)	—	103,459
Total assets	\$ 1,959,021	\$ (244,768)	\$ 143,899	\$ 1,858,152
LIABILITIES				
Current liabilities:				
Short-term borrowings	\$ 10,129	\$ —	\$ —	\$ 10,129
Current maturities of long-term debt	35,588	—	—	35,588
Accounts payable	113,532	—	—	113,532
Accrued compensation	40,736	—	—	40,736
Income taxes payable	7,192	—	—	7,192
Insurance liabilities	11,927	—	—	11,927
Advances on contracts and other customer advances	107,912	—	—	107,912
Due to unconsolidated affiliate	7,715	—	(7,715) <i>c</i>	—
Unit adjustment liability	11,681	(11,681)	—	—
Other current liabilities	121,536	—	—	121,536
Total current liabilities	467,948	(11,681)	(7,715)	448,552
Long-term debt	832,339	—	—	832,339
Deferred income taxes	15,364	—	—	15,364
Insurance liabilities	25,078	—	—	25,078
Retirement plan liabilities	210,482	—	—	210,482
Due to unconsolidated affiliate	14,138	—	(14,138) <i>c</i>	—
Unit adjustment liability	52,510	(52,510)	—	—
Other liabilities	40,213	—	—	40,213
Total liabilities	1,658,072	(64,191)	(21,853)	1,572,028
COMMITMENTS AND CONTINGENCIES				
HARSCO CORPORATION STOCKHOLDERS' EQUITY				
Preferred stock	—	—	—	—
Common stock	140,622	—	—	140,622
Additional paid-in capital	169,048	—	—	169,048
Accumulated other comprehensive loss	(488,302)	23,786	—	(464,516)
Retained earnings	1,199,313	(204,363)	165,752 <i>d</i>	1,160,702
Treasury stock	(760,391)	—	—	(760,391)
Total Harsco Corporation stockholders' equity	260,290	(180,577)	165,752	245,465
Noncontrolling interests	40,659	—	—	40,659
Total equity	300,949	(180,577)	165,752	286,124
Total liabilities and equity	\$ 1,959,021	\$ (244,768)	\$ 143,899	\$ 1,858,152

See accompanying notes to the unaudited pro forma condensed consolidated financial information.

HARSCO CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

(In thousands, except per share amounts)	Six Months Ended, June 30 2016			
	Harsco Historical	Less: Harsco's Equity Investment in Brand	Transaction Related Adjustments	Pro Forma
Revenues from continuing operations:				
Service revenues	\$ 475,120	\$ —	\$ —	\$ 475,120
Product revenues	248,094	—	—	248,094
Total revenues	723,214	—	—	723,214
Costs and expenses from continuing operations:				
Cost of services sold	381,325	—	—	381,325
Cost of products sold	218,632	—	—	218,632
Selling, general and administrative expenses	100,304	—	750 <i>e</i>	101,054
Research and development expenses	1,838	—	—	1,838
Other expenses	10,370	—	—	10,370
Total costs and expenses	712,469	—	750	713,219
Operating income from continuing operations	10,745	—	(750)	9,995
Interest income	1,087	—	—	1,087
Interest expense	(26,168)	—	463 <i>f</i>	(25,705)
Change in fair value to the unit adjustment liability and loss on dilution of equity method investment	(13,706)	13,706	—	—
Loss from continuing operations before income taxes and equity income	(28,042)	13,706	(287)	(14,623)
Income tax expense	(9,834)	(4,141)	277 <i>e</i>	(13,698)
Equity in income of unconsolidated entities, net	2,481	(2,481)	—	—
Loss from continuing operations	(35,395)	7,084	(10)	(28,321)
Less: Net income attributable to noncontrolling interests	(3,149)	—	—	(3,149)
Loss from continuing operations attributable to Harsco Corporation	\$ (38,544)	\$ 7,084	\$ (10)	\$ (31,470)
Weighted-average shares of common stock outstanding	80,288			80,747
Basic loss per share from continuing operations attributable to Harsco Corporation common stockholders	\$ (0.48)			\$ (0.39)
Diluted weighted-average shares of common stock outstanding	80,288			80,747
Diluted loss per share from continuing operations attributable to Harsco Corporation common stockholders	\$ (0.48)			\$ (0.39)

See accompanying notes to the unaudited pro forma condensed consolidated financial information.

HARSCO CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

(In thousands, except per share amounts)	Year Ended, December 31, 2015			
	Harsco Historical	Less: Harsco's Equity Investment in Brand	Transaction Related Adjustments	Pro Forma
Revenues from continuing operations:				
Service revenues	\$ 1,092,725	\$ —	\$ —	\$ 1,092,725
Product revenues	630,367	—	—	630,367
Total revenues	1,723,092	—	—	1,723,092
Costs and expenses from continuing operations:				
Cost of services sold	909,995	—	—	909,995
Cost of products sold	446,366	—	—	446,366
Selling, general and administrative expenses	242,112	—	1,552 <i>e</i>	243,664
Research and development expenses	4,510	—	—	4,510
Loss on disposal of the Harsco Infrastructure Segment and transaction costs	1,000	—	—	1,000
Other expenses	30,573	—	—	30,573
Total costs and expenses	1,634,556	—	1,552	1,636,108
Operating income from continuing operations	88,536	—	(1,552)	86,984
Interest income	1,574	—	—	1,574
Interest expense	(46,804)	—	1,194 <i>f</i>	(45,610)
Change in fair value to the unit adjustment liability	(8,491)	8,491	—	—
Income from continuing operations before income taxes and equity income	34,815	8,491	(358)	42,948
Income tax expense	(27,678)	(3,068)	573 <i>e</i>	(30,173)
Equity in income of unconsolidated entities, net	175	(175)	—	—
Income from continuing operations	7,312	5,248	215	12,775
Less: Net income attributable to noncontrolling interests	(144)	—	—	(144)
Income from continuing operations attributable to Harsco Corporation	\$ 7,168	\$ 5,248	\$ 215	\$ 12,631
Weighted-average shares of common stock outstanding	80,234			80,234
Basic income per share from continuing operations attributable to Harsco Corporation common stockholders	\$ 0.09			\$ 0.16
Diluted weighted-average shares of common stock outstanding	80,365			80,365
Diluted income per share from continuing operations attributable to Harsco Corporation common stockholders	\$ 0.09			\$ 0.16

See accompanying notes to the unaudited pro forma condensed consolidated financial information.

HARSCO CORPORATION
NOTES TO THE UNAUDITED PRO FORMA FINANCIAL INFORMATION

(1) Explanation of Transaction related adjustments

- (a) Reflects the cash consideration received at the closing of the Transaction related to the Company's sale of its remaining 26% equity interest in Brand.
- (b) Reflects the elimination of certain receivables from Brand related to transition services arising from the Company's joint venture with CD&R. These elimination of these balances were included as part of the Transaction.
- (c) Reflects the settlement of the balances due to Brand related to the funding of certain transferred defined benefit pension plan obligations. The settlement of these balances was included as part of the Transaction.
- (d) Reflects the Company's estimated loss of approximately \$39 million related to the Transaction. Because this loss is not tax deductible, there is no estimated income tax impact.
- (e) Reflects the elimination of the income related to transition services fees received by the Company from Brand had the Transaction closed on January 1, 2015 and 2016, respectively. These adjustments were tax effected at the Company's appropriate statutory income tax rate.
- (f) Reflects the elimination of the accretion related to the accrued pension related liabilities noted above had the Transaction closed on January 1, 2015 and 2016, respectively. These adjustments are not tax deductible and had no impact on the Company's income tax expense.

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FOR IMMEDIATE RELEASE

Harsco sells interest in brand energy JV

CAMP HILL, PA (September 15, 2016) . . . Harsco Corporation (NYSE: HSC) today announced that it has sold its 26 percent interest in Brand Energy & Infrastructure Services, Inc. ("Brand"), its joint venture with Clayton, Dubilier & Rice ("CD&R"), to Brand. The total value realized from the transaction is approximately \$232 million, including the termination of certain obligations of the Company under the joint venture arrangement with CD&R. Harsco received cash of \$145 million today with the closing of the transaction, which is net of satisfying the remaining pension obligations to Brand. This transaction values Harsco's interest in Brand at approximately 8.5x 2015 adjusted EBITDA. The Company intends to use the cash proceeds to reduce outstanding debt. Other significant benefits to Harsco could include reduced interest costs, increased flexibility with future financings and the potential usage of a capital loss carryforward.

"The formation of the Brand JV a few years ago was our first major step in the transformation of Harsco," said President and CEO Nick Grasberger. "Since that time we have valued our partnership with CD&R and have been pleased with the performance of the Brand business in a difficult market environment. The decision to sell our interest in Brand at this time reflects our desire to further reduce the complexity of the Harsco portfolio, strengthen our balance sheet and improve financial flexibility."

Harsco expects to record a non-cash accounting loss on this equity investment of approximately \$45 million, or a loss of \$0.56 per share after tax in the third quarter 2016. This transaction has no impact on the Company's 2016 Outlook for adjusted operating income and free cash flow as disclosed with its second quarter results on August 4, 2016.

Forward-Looking Statements

The nature of the Company's business and the many countries in which it operates subject it to changing economic, competitive, regulatory and technological conditions, risks and uncertainties. In accordance with the "safe harbor" provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, the Company provides the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the results contemplated by forward-looking statements, including the expectations and assumptions expressed or implied herein. Forward-looking statements contained herein could include, among other things, statements about management's confidence in and strategies for performance; expectations for new and existing products, technologies and opportunities; and expectations regarding growth, sales, cash flows, and earnings. Forward-looking statements can be identified by the use of such terms as "may," "could," "expect," "anticipate," "intend," "believe," "likely," "estimate," "target," "plan" or other comparable terms.

Factors that could cause actual results to differ, perhaps materially, from those implied by forward-looking statements include, but are not limited to: (1) changes in the worldwide business environment in which the Company operates, including general economic conditions; (2) changes in currency exchange rates, interest rates, commodity and fuel costs and capital costs; (3) changes in the performance of equity and bond markets that could affect, among other things, the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expenses; (4) changes in governmental laws and regulations, including environmental, occupational health and safety, tax and import tariff standards; (5) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; (6) the Company's inability or failure to protect its intellectual property rights from infringement in one or more of the many countries in which the Company operates; (7) failure to effectively prevent, detect or recover from breaches in the Company's cybersecurity infrastructure; (8) unforeseen business disruptions in one or more of the many countries in which the Company operates due to political instability, civil disobedience, armed hostilities, public health issues or other calamities; (9) disruptions associated with labor disputes and increased operating costs associated with union organization; (10) the seasonal nature of the Company's business; (11) the Company's ability to successfully enter into new contracts and complete new acquisitions or strategic ventures in the time-frame contemplated, or at all; (12) the integration of the Company's strategic acquisitions; (13) the amount and timing of repurchases of the Company's common stock, if any; (14) the prolonged recovery in global financial and credit markets and economic conditions generally, which could result in the Company's customers curtailing development projects, construction, production and capital expenditures, which, in turn, could reduce the demand for the Company's products and services and, accordingly, the Company's revenues, margins and profitability; (15) the outcome of any disputes with customers, contractors and subcontractors; (16) the financial condition of the Company's customers, including the ability of customers (especially those that may be highly leveraged and those with inadequate liquidity) to maintain their credit availability; (17) the Company's ability to successfully implement and receive the expected benefits of cost-reduction and restructuring initiatives, including the achievement of expected cost savings in the expected time frame and the ability to reduce its net debt; (18) the ability to successfully implement the Company's strategic initiatives and portfolio optimization and the impact of such initiatives, such as the Harsco Metals & Minerals Segment's Improvement Plan ("Project Orion"); (19) implementation of environmental remediation matters; (20) risk and uncertainty associated with intangible assets; (21) the impact of a transaction, if any, resulting from the Company's determination to explore strategic options for the separation of the Harsco Metals & Minerals Segment; and (22) other risk factors listed from time to time in the Company's SEC reports. A further discussion of these, along with other potential risk factors, can be found in Part I, Item 1A, "Risk Factors," of the Company's Annual Report on Form 10-K for the year ended December 31, 2015 and in Part II, Item 1A "Risk Factors", of the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2016. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond the Company's ability to control or predict. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The Company undertakes no duty to update forward-looking statements except as may be required by law.

About Harsco

Harsco Corporation serves key industries that are fundamental to worldwide economic development, including steel and metals production, railways and energy. Harsco's common stock is a component of the S&P SmallCap 600 Index and the Russell 2000 Index. Additional information can be found at www.harsco.com.

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