

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 or 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended September 30, 2003

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 1-3970

HARSCO CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

23-1483991

(State of incorporation)

(I.R.S. Employer Identification No.)

Camp Hill, Pennsylvania

17001-8888

(Address of principal executive offices)

(Zip Code)

Registrant's Telephone Number

(717)763-7064

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES NO

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

YES NO

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at October 31, 2003</u>
Common stock, par value \$1.25 per share	40,851,770

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED STATEMENT OF INCOME
(Unaudited)

	Three Months Ended	September 30	Nine Months Ended	September 30
	2003	2002	2003	2002
(In thousands, except per share amounts)				

Revenues from continuing operations:				
Service sales	\$ 376,951	\$ 342,668	\$1,098,673	\$ 988,226
Product sales	153,234	167,851	455,874	491,241
Total revenues	530,185	510,519	1,554,547	1,479,467
Costs and expenses from continuing operations:				
Cost of services sold	277,994	249,731	812,217	718,839
Cost of products sold	121,991	134,024	367,284	388,253
Selling, general and administrative expenses	81,553	78,200	243,518	237,223
Research and development expenses	695	642	2,367	2,206
Other (income) expenses	2,172	(137)	4,509	2,901
Total costs and expenses	484,405	462,460	1,429,895	1,349,422
Operating income from continuing operations	45,780	48,059	124,652	130,045
Equity in income of affiliates, net	10	138	271	428
Interest income	482	1,008	1,558	3,238
Interest expense	(10,271)	(11,109)	(30,797)	(33,559)
Income from continuing operations before income taxes and minority interest	36,001	38,096	95,684	100,152
Income tax expense	(10,781)	(11,736)	(29,266)	(30,927)
Income from continuing operations before minority interest	25,220	26,360	66,418	69,225
Minority interest in net income	(1,846)	(1,665)	(5,120)	(4,698)
Income from continuing operations	23,374	24,695	61,298	64,527
Discontinued operations:				
Loss from operations of discontinued business	(206)	(548)	(415)	(2,582)
Gain on disposal of discontinued business	106	2,071	634	4,939
Income related to discontinued defense business	8,030	—	8,030	—
Income tax expense	(2,838)	(546)	(2,953)	(851)
Income from discontinued operations	5,092	977	5,296	1,506
Net Income	\$ 28,466	\$ 25,672	\$ 66,594	\$ 66,033
Average shares of common stock outstanding	40,752	40,514	40,637	40,304
Basic earnings per common share:				
Continuing operations	\$.57	\$.61	\$ 1.51	\$ 1.60
Discontinued operations	.12	.02	.13	.04
Basic earnings per common share	\$.70(a)	\$.63	\$ 1.64	\$ 1.64
Diluted average shares of common stock outstanding	41,100	40,646	40,877	40,707
Diluted earnings per common share:				
Continuing operations	\$.57	\$.61	\$ 1.50	\$ 1.58
Discontinued operations	.12	.02	.13	.04
Diluted earnings per common share	\$.69	\$.63	\$ 1.63	\$ 1.62
Cash dividends paid per common share	\$.2625	\$.25	\$.7875	\$.75

(a) Does not total due to rounding.

See accompanying notes to consolidated financial statements.

(In thousands)	September 30 2003	December 31 2002(a)
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 76,565	\$ 70,132
Accounts receivable, net	458,067	388,872
Inventories	187,692	181,712
Other current assets	51,209	61,686
Total current assets	773,533	702,402
Property, plant and equipment, net	832,331	804,495
Goodwill, net	389,610	377,220
Other assets	107,629	102,493
Assets held for sale	5,804	12,687
Total assets	\$2,108,907	\$1,999,297
LIABILITIES		
Current liabilities:		
Short-term borrowings	\$ 15,915	\$ 22,362
Current maturities of long-term debt	9,701	11,695
Accounts payable	168,512	166,871
Accrued compensation	44,321	39,456
Income taxes	48,217	43,411
Dividends payable	10,715	10,642
Other current liabilities	187,009	179,413
Total current liabilities	484,390	473,850
Long-term debt	617,214	605,613
Deferred income taxes	64,866	62,096
Insurance liabilities	43,544	44,090
Other liabilities	157,278	167,069
Liabilities associated with assets held for sale	988	2,039
Total liabilities	1,368,280	1,354,757
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY		
Common stock	84,137	83,793
Additional paid-in capital	118,645	110,639
Accumulated other comprehensive expense	(189,895)	(242,978)
Retained earnings	1,331,405	1,296,855
Treasury stock	1,344,292 (603,665)	1,248,309 (603,769)
Total shareholders' equity	740,627	644,540
Total liabilities and shareholders' equity	\$2,108,907	\$1,999,297

(a) As permitted by the Financial Accounting Standards Board (FASB) Statement No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," 2002 information has been reclassified for comparative purposes.

See accompanying notes to consolidated financial statements.

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

(In thousands)	Nine Months Ended September 30	
	2003	2002
Cash flows from operating activities:		
Net income	\$ 66,594	\$ 66,033

Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation	123,433	115,911
Amortization	1,262	1,245
Equity in income of affiliates, net	(271)	(428)
Dividends or distributions from affiliates	1,335	144
Other, net	(3,908)	7,684
Changes in assets and liabilities, net of acquisitions and dispositions of businesses:		
Accounts receivable	(53,637)	(22,851)
Inventories	(3,151)	(5,968)
Accounts payable	(5,921)	(12,713)
Net disbursements related to discontinued defense business	(1,039)	(1,054)
Other assets and liabilities	29,717	15,678
Net cash provided by operating activities	154,414	163,681
Cash flows from investing activities:		
Purchases of property, plant and equipment	(96,827)	(86,132)
Purchase of businesses, net of cash acquired	(23,529)	(436)
Proceeds from sales of assets	14,218	54,906
Other investing activities	—	16
Net cash used by investing activities	(106,138)	(31,646)
Cash flows from financing activities:		
Short-term borrowings, net	(14,078)	(19,553)
Current maturities and long-term debt:		
Additions	264,879	103,093
Reductions	(273,862)	(190,308)
Cash dividends paid on common stock	(31,971)	(30,156)
Common stock issued-options	7,485	13,459
Other financing activities	(4,160)	(3,586)
Net cash used by financing activities	(51,707)	(127,051)
Effect of exchange rate changes on cash	9,864	4,034
Net decrease in cash of discontinued operations	—	1
Net increase in cash and cash equivalents	6,433	9,019
Cash and cash equivalents at beginning of period	70,132	67,407
Cash and cash equivalents at end of period	\$ 76,565	\$ 76,426

See accompanying notes to consolidated financial statements.

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(Unaudited)

(In thousands)	Three Months Ended		Nine Months Ended	
	September 30 2003	September 30 2002	September 30 2003	September 30 2002
Net income	\$28,466	\$25,672	\$ 66,594	\$66,033
Other comprehensive income (expense):				
Foreign currency translation adjustments	4,231	(467)	37,329	17,376
Net gains on cash flow hedging instruments, net of deferred income taxes	9	1	4	19
Pension liability adjustments, net of deferred income taxes	(1,326)	31	15,748	4
Unrealized loss on marketable securities	—	(44)	—	—
Reclassification adjustment for (gain) loss on marketable securities, net of deferred income taxes included in net income	—	—	2	(337)
Other comprehensive income (expense)	2,914	(479)	53,083	17,062

See accompanying notes to consolidated financial statements.

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

Notes to Consolidated Financial Statements

A. Opinion of Management

Financial information furnished herein, which is unaudited, in the opinion of management reflects all adjustments (all of which are of a normal recurring nature) that are necessary to present a fair statement of the interim period. This unaudited interim information should be read in conjunction with the Company's annual Form 10-K filing for the year ended December 31, 2002.

B. Reclassifications

Certain reclassifications have been made to prior years' amounts to conform with current year classifications. These reclassifications relate principally to segment information, which has been reclassified to conform to the current presentation as described in Note 14, "Information by Segment and Geographic Area," to the Company's Form 10-K for the year ended December 31, 2002. Additional reclassifications have been made between the property, plant and equipment accounts and the assets held for sale account to reflect assets currently classified as held for sale as permitted by SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets."

As a result of these reclassifications, certain 2002 amounts presented for comparative purposes will not individually agree with previously filed Forms 10-Q.

C. Options for Common Stock

The Company's net income and net income per common share would have been reduced to the pro forma amounts indicated below if compensation cost for the Company's stock option plan had been determined based on the fair value at the grant date for awards in accordance with the provisions of SFAS No. 123, "Accounting for Stock-Based Compensation" (SFAS 123).

(In thousands, except per share)	Three Months Ended September 30		Nine Months Ended September 30	
	2003	2002	2003	2002
Net income:				
As reported	\$ 28,466	\$ 25,672	\$ 66,594	\$ 66,033
Compensation expense (a)	(466)	(590)	(1,300)	(1,807)
Pro forma	\$ 28,000	\$ 25,082	\$ 65,294	\$ 64,226
Basic earnings per share:				
As reported	\$.70	\$.63	\$ 1.64	\$ 1.64
Pro forma	.69	.62	1.61	1.59
Diluted earnings per share:				
As reported	\$.69	\$.63	\$ 1.63	\$ 1.62
Pro forma	.68	.62	1.60	1.58

(a) Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax effects.

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

D. Review of Operations by Segment (a)

(In thousands)	Three Months Ended September 30, 2003		Three Months Ended September 30, 2002	
	Sales (b)	Operating Income (loss) (c)	Sales (b)	Operating Income (loss)(c)
Mill Services Segment	\$ 208,591	\$ 20,681	\$ 177,580	\$ 20,519
Access Services Segment	154,771	11,008	149,849	10,155

Gas and Fluid Control Segment	83,651	3,354	91,019	4,900
Segment Totals	447,013	35,043	418,448	35,574
Other Infrastructure Products and Services (“all other”)	83,172	10,822	92,071	12,848
General Corporate	—	(85)	—	(363)
Consolidated Totals	\$ 530,185	\$ 45,780	\$ 510,519	\$ 48,059

(In thousands)	Nine Months Ended September 30, 2003		Nine Months Ended September 30, 2002	
	Sales (b)	Operating Income (c)	Sales (b)	Operating Income (loss) (c)
Mill Services Segment	\$ 600,607	\$ 63,074	\$ 513,814	\$ 53,072
Access Services Segment	460,077	26,361	428,447	29,519
Gas and Fluid Control Segment	240,928	10,909	264,952	17,320
Segment Totals	1,301,612	100,344	1,207,213	99,911
Other Infrastructure Products and Services (“all other”)	252,935	23,654	272,254	30,240
General Corporate	—	654	—	(106)
Consolidated Totals	\$1,554,547	\$ 124,652	\$1,479,467	\$ 130,045

(a) Segment information for prior periods has been reclassified to conform with the current presentation.

(b) Sales from continuing operations.

(c) Operating income (loss) from continuing operations.

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

**Reconciliation of Segment Operating Income to Consolidated Income
Before Income Taxes and Minority Interest**

(In thousands)	Three Months Ended September 30		Nine Months Ended September 30	
	2003	2002	2003	2002
Segment Operating Income	\$ 35,043	\$ 35,574	\$ 100,344	\$ 99,911
Other Infrastructure Products and Services (“all other”)	10,822	12,848	23,654	30,240
General Corporate Income (Expense)	(85)	(363)	654	(106)
Operating income from continuing operations	45,780	48,059	124,652	130,045
Equity in income of affiliates, net	10	138	271	428
Interest income	482	1,008	1,558	3,238
Interest expense	(10,271)	(11,109)	(30,797)	(33,559)
Income from continuing operations before income taxes and minority interest	\$ 36,001	\$ 38,096	\$ 95,684	\$ 100,152

E. Accounts Receivable and Inventories

Accounts receivable are net of an allowance for doubtful accounts of \$27.8 million and \$36.5 million at September 30, 2003 and December 31, 2002, respectively. The provision for doubtful accounts was \$1.5 million and \$10.1 million for the nine months ended September 30, 2003 and 2002, respectively.

Inventories consists of:

(In thousands)	September 30 2003	December 31 2002
Finished goods	\$ 61,035	\$ 58,906
Work-in-process	31,032	24,287
Raw materials and purchased parts	70,693	74,775
Stores and supplies	24,932	23,744
Total Inventory	\$ 187,692	\$ 181,712

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

F. Property, Plant and Equipment

Property, plant and equipment consists of:

(In thousands)	September 30 2003	December 31 2002(a)
Land and improvements	\$ 38,387	\$ 36,444
Buildings and improvements	171,996	167,184
Machinery and equipment	1,703,355	1,590,782
Uncompleted construction	37,276	20,078
Gross property, plant and equipment	1,951,014	1,814,488
Less accumulated depreciation and facilities valuation allowance	(1,118,683)	(1,009,993)
Net property, plant and equipment	\$ 832,331	\$ 804,495

- (a) As permitted by the Financial Accounting Standards Board (FASB) Statement No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," 2002 information has been reclassified for comparative purposes.

G. Goodwill and Other Intangible Assets

The following table reflects the changes in carrying amounts of goodwill for the nine months ended September 30, 2003:

(In thousands)	Mill Services	Access Services	Gas and Fluid Control	Other Infrastructure Products and Services ("all other")	Consolidated Totals
Balance as of December 31, 2002, net of accumulated amortization	\$ 193,121	\$ 139,224	\$ 36,693	\$ 8,182	\$ 377,220
Goodwill acquired during year	—	238	—	—	238
Other (principally foreign currency translation)	7,272	4,925	—	(45)	12,152
Balance as of September 30, 2003, net of accumulated amortization	\$ 200,393	\$ 144,387	\$ 36,693	\$ 8,137	\$ 389,610

Intangible assets, which are included principally in Other assets on the Condensed Consolidated Balance Sheet, totaled \$10.4 million, net of accumulated amortization of \$7.9 million at September 30, 2003 and \$3.2 million, net of accumulated amortization of \$7.1 million at December 31, 2002. The following chart reflects these intangible assets by major category.

(In thousands)	September 30, 2003		December 31, 2002	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer relationships	\$ 6,315	\$ 94	\$ 559	\$ 6
Non-compete agreements	4,862	3,583	4,150	3,346
Patents	4,166	3,215	4,063	2,908
Other (a)	2,990	1,030	1,514	833
Total	\$ 18,333	\$ 7,922	\$ 10,286	\$ 7,093

(a) Includes \$0.1 million of intangible assets acquired in 2003 that are classified in Other current assets.

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PART I — FINANCIAL INFORMATION

The increase in intangible assets is due to the acquisitions discussed in Note H, "Acquisitions and Dispositions." As part of these transactions, the Company acquired the following intangible assets (by major class) which are subject to amortization:

(In thousands)	Gross Carrying Amount	Residual Value	Weighted-average amortization period
Customer relationships	\$ 5,734	None	29 years
Non-compete agreements	650	None	3 years
Other	1,435	None	5 years
Total	\$ 7,819		

There were no research and development assets acquired and written off.

Amortization expense for intangible assets was \$0.7 million for the nine months ended September 30, 2003 and 2002. The following chart shows the estimated amortization expense for the next five fiscal years based on current intangible assets.

(In thousands)	2003	2004	2005	2006	2007
Estimated Amortization Expense	\$ 1,087	\$ 1,356	\$ 1,231	\$ 1,006	\$ 778

H. Acquisitions and Dispositions

Acquisitions

In June 2003, the Company completed the acquisition of the domestic mill services unit of C.J. Langenfelder & Son, Inc., an industrial services company. This acquisition gives the Company expanded presence with two major North American steel producers. In June 2003, the Company also acquired a small product line for the Company's international access services business. The proforma impact of these acquisitions is not material.

Dispositions – Assets Held for Sale and Discontinued Operations

In management's ongoing strategic efforts to increase the Company's focus on core industrial services, certain manufacturing operations have been divested. Effective March 21, 2002, the Board of Directors authorized the sale of the Capitol Manufacturing business, a business unit of the Gas and Fluid Control Segment. A significant portion of the Capitol Manufacturing business was sold on June 28, 2002. The Company continues to recognize income from inventory consigned to the buyer in accordance with the sale agreement and when all revenue recognition criteria have been met. This business has been included in Discontinued operations and the assets and liabilities have been separately identified on the Balance Sheet as held for sale for all periods presented. There were no sales from discontinued operations for the nine months ended September 30, 2003. The sales from discontinued operations for the nine months ended September 30, 2002 were \$35.5 million. These sales were excluded from revenues from continuing operations reported on the Condensed Consolidated Statement of Income. The income (loss) from discontinued operations does not include any charges to reduce the book value of the business held for sale to its fair market value less cost to sell, since the fair value of the business exceeded the book value.

Throughout 2002 and 2003, management approved the sale of certain long-lived assets (primarily land and buildings) of the Access Services and Mill Services Segments. Accordingly, these assets have been separately identified on the Balance Sheet as Assets held for sale for all periods presented. Several of these assets were sold during the first nine months of 2003 resulting in the decrease noted below.

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The major classes of assets and liabilities “held for sale” included in the Condensed Consolidated Balance Sheet are as follows:

(In thousands)	September 30 2003	December 31 2002
ASSETS		
Accounts receivable, net	\$ 433	\$ 595
Inventories	277	727
Other current assets	21	21
Property, plant and equipment, net	5,073	11,344
Total assets “held for sale”	\$ 5,804	\$ 12,687
LIABILITIES		
Accounts payable	\$ 522	\$ 463
Income taxes	—	958
Other current liabilities	466	618
Total liabilities associated with assets “held for sale”	\$ 988	\$ 2,039

Discontinued Defense Business

In January 1994, FMC Corporation and the Company combined certain assets and liabilities of FMC’s Defense Systems Group and the Company’s BMY-Combat Systems Division to form United Defense, L.P. On August 25, 1997, the Company and FMC Corporation signed an agreement to sell United Defense, L.P. for \$850 million, and the sale was completed on October 6, 1997. Prior to the sale, FMC had been the managing general partner and 60% owner of United Defense, L.P., while the Company owned the balance of 40% as the limited partner. United Defense supplies ground combat and naval weapons systems for the U.S. and military customers worldwide. These transactions did not include any of the assets or liabilities of the Company’s BMY-Wheeled Vehicles Division, which were retained by the Company. This division, which was exited by the Company in 1995, sold five-ton trucks to the United States Army under a completed 1986 contract that is the subject of a federal excise tax dispute as more fully discussed in Note I, “Commitments and Contingencies,” in Part I, Item 1, Financial Statements.

Income and cash flows related to the discontinued defense business, principally accrual adjustments and legal fees, are shown separately on the Consolidated Statements of Income and Cash Flows, respectively.

I. Commitments and Contingencies

Federal Excise Tax and Other Matters Related to the Five-Ton Truck Contract – In 1995, the Company, the United States Army (“Army”), and the United States Department of Justice concluded a settlement of Harsco’s previously reported claims against the Army relating to Federal Excise Tax (“FET”) arising under a completed 1986 contract for the sale of five-ton trucks to the Army. On September 27, 1995, the Army paid the Company \$49 million in accordance with the settlement terms. The Company released the Army from any further liability for those claims, and the Department of Justice released the Company from a threatened action for damages and civil penalties based on an investigation conducted by the Department’s Commercial Litigation Branch that had been pending for several years.

The settlement preserves the rights of the parties to assert claims and defenses under the Internal Revenue Code, and rights of the Army and the Company to claim certain amounts that may be owed by either party to reconcile possible underpayments or overpayments on the truck contract as part of the formal contract close-out process.

The settlement does not resolve the claim by the Internal Revenue Service (“IRS”) that, contrary to the Company’s position, certain cargo truck models sold by the Company should be considered to have gross vehicle weights in excess of the 33,000 pound threshold under FET law, are not entitled to an exemption from FET under any other theory, and therefore are taxable. In 1999, the IRS assessed an increase in FET of \$30.4 million plus penalties and applicable interest currently estimated to be \$12.4 million and \$69.5 million, respectively. In October 1999, the Company posted an

HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I — FINANCIAL INFORMATION

\$80 million bond required as security by the IRS. This increase in FET takes into account offsetting credits of \$9.2 million, based on a partial allowance of the Company’s \$31.9 million claim that certain truck components are exempt from FET. The IRS disallowed in full the Company’s additional claim that it is entitled to the entire \$52 million of FET (plus applicable interest currently estimated by the Company to be \$60.6 million) the Company has paid on the five-ton trucks, on the grounds that such trucks qualify for the FET exemption applicable to certain vehicles specially designed for the primary function of off-highway transportation. In the event that the Company ultimately receives from the IRS a refund of tax (including applicable interest) with respect to which the Company has already received reimbursement from the Army, the refund would be allocated between the Company and the Army. In August 2000, the Company filed legal action against the Government in the U.S. Court of Federal Claims challenging the assessment and seeking a refund of all FET that the Company has paid on five-ton trucks. Although there is risk of an adverse outcome, both the Company and the Army believe that the cargo trucks are not taxable.

The settlement agreement with the Army preserved the Company’s right to seek reimbursement of after-imposed tax from the Army in the event that the cargo trucks are determined to be taxable, but the agreement limited the reimbursement to a maximum of \$21 million. Additionally, in an earlier contract modification, the Army accepted responsibility for \$3.6 million of the potential tax, bringing its total potential responsibility up to \$24.6 million. As of September 30, 2000, the Army paid the Company this entire amount and the Company paid those funds to the IRS, subject to its pending refund claim plus applicable interest. Thus, the

Company has satisfied a portion of the disputed tax assessment. If the Company succeeds in its refund claim against the IRS, it will owe the Army the amount recovered that corresponds to the \$24.6 million plus appropriate interest.

Even if the cargo trucks are ultimately held to be taxable, the Army's contribution of \$24.6 million toward payment of the tax (but not interest or penalty, if any), would result in a net maximum liability for the Company of \$5.8 million plus penalties and applicable interest currently estimated to be \$12.4 million and \$69.5 million, respectively. The Company believes it is unlikely that resolution of this matter will have a material adverse effect on the Company's financial position; however, it could have a material effect on quarterly or annual results of operations and cash flows.

During the third quarter of 2003, several significant developments occurred with respect to this matter. On July 16, 2003, the Court denied entirely the Government's motion for summary judgment. Shortly after the ruling and at the urging of the Court, the Government and the Company commenced settlement negotiations. These settlement negotiations progressed significantly during the months of August and September. At a status conference on September 30, 2003, the Court suspended further proceedings in the litigation pending the outcome of the settlement discussions. The parties continue to work toward finalization of a settlement. As a result of these developments, the Company adjusted an accrual related to this matter. This adjustment is included as Income related to discontinued defense business on the Company's Condensed Consolidated Statement of Income for the quarter ended September 30, 2003. The Company's current expectation is that its future obligations for finalizing this matter will approximate \$1.0 million. No recognition has been given in the accompanying financial statements for the outcome of the ongoing settlement discussions with respect to the Company's claim for a tax refund.

Environmental – The Company is involved in a number of environmental remediation investigations and clean-ups and, along with other companies, has been identified as a “potentially responsible party” for certain waste disposal sites. While each of these matters is subject to various uncertainties, it is probable that the Company will agree to make payments toward funding certain of these activities and it is possible that some of these matters will be decided unfavorably to the Company. The Company has evaluated its potential liability, and its financial exposure is dependent upon such factors as the continuing evolution of environmental laws and regulatory requirements, the availability and application of technology, the allocation of cost among potentially responsible parties, the years of remedial activity required and the remediation methods selected. The Consolidated Balance Sheet at September 30, 2003 and December 31, 2002 includes an accrual of \$2.9 million and \$3.2 million, respectively, for environmental matters. The amounts charged against pre-tax income related to environmental matters totaled \$0.7 million and \$1.4 million for the first nine months of 2003 and 2002, respectively.

The liability for future remediation costs is evaluated on a quarterly basis. Actual costs to be incurred at identified sites in future periods may vary from the estimates, given inherent uncertainties in evaluating environmental exposures. The Company does not expect that any sum it may have to pay in connection with environmental matters in excess of the amounts recorded or disclosed above would have a material adverse effect on its financial position, results of operations or cash flows.

In January 2002, the New Jersey Department of Environmental Protection (“NJDEP”) issued Notices of Civil Administrative Penalty Assessment to the Company for violations of the New Jersey Air Pollution Control Act. The

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES
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Notices allege that the Company operated a slag processing plant in violation of the emission permit for control of slag dust. The Agency assessed civil administrative penalties totaling approximately \$311,000 and the Company filed an appeal with the Agency. In March 2003, NJDEP amended its assessment and reduced the proposed penalty to \$146,000. This amended order has been appealed. The Company ceased operations at the plant in the fourth quarter of 2001 for unrelated reasons.

Other – The Company has been named as one of many defendants (approximately 90 or more in most cases) in legal actions alleging personal injury from exposure to airborne asbestos. In their suits, the plaintiffs have named as defendants many manufacturers, distributors and repairers of numerous types of equipment or products that involved any asbestos.

The Company believes that the claims against it are without merit. The Company has never been a producer, manufacturer or processor of asbestos fibers. Any component within a product of the Company which might be alleged to cause asbestos exposure would have been purchased from a supplier. Based on scientific evidence, the Company believes that its products have never presented any harmful airborne asbestos exposure, and moreover, the type of asbestos contained in any component that was used in those products is protectively encapsulated in other materials and is not associated with the types of injuries alleged. Finally, in almost all of the complaints and depositions to date, the plaintiffs have failed to identify any contact that they have had with any products of the Company that might include an asbestos containing component.

As of September 30, 2003, the Company has obtained dismissal by stipulation, or summary judgment prior to trial, in all cases that have proceeded to trial (approximately 663 dismissals). The Company has not paid any amounts in settlement of these cases, with the exception of two settlements totaling less than \$10,000 paid by the insurance company prior to 1998. The Company's insurance carrier has paid all legal costs and expenses to date. The Company has liability insurance coverage available under various primary and excess policies that the Company believes will be available if necessary to substantially cover any liability that might ultimately be incurred on these claims.

As of September 30, 2003, there were approximately 39,830 open personal injury claims of which approximately 1,090 were filed in the quarter ended September 30, 2003. Approximately 25,075 of these cases are filed in the New York State court for New York County. Almost all of these complaints contain a standard claim for damages of \$20 million or \$25 million against the approximately 90 defendants, regardless of the individual's alleged medical condition, and without identifying any product of the Company. Approximately 14,450 of these cases are filed in the state courts of various counties in Mississippi. Almost all of these complaints contain a standard claim for an unstated amount of damages against the numerous defendants (typically 240 to 270), without identifying any product of the Company. During the third quarter of 2003, we reached agreement with one plaintiff's counsel in Mississippi to dismiss the Company from approximately 2,600 cases. As of October 15, 2003, dismissal orders have been received on approximately 140 of these cases and the remaining cases are awaiting the judge's signature. The other claims totaling approximately 305 are filed in various counties in a number of state courts, and in U.S. Federal District Court for the Eastern District of Pennsylvania, and the complaints assert lesser amounts than the New York County cases or do not state any amount claimed.

In view of the current litigation climate, which as of yet has not been sufficiently addressed either politically or legally, the Company expects to continue to receive further claims. However, there were developments during the fourth quarter of 2002 that could have a favorable effect for the Company regarding pending and future claims in New York County, and claims filed in Mississippi after 2002. In December 2002, the court in New York County issued an order which created a Deferred Docket for all pending and future asbestos claims of plaintiffs who do not meet minimum criteria for discernible physical impairment, and an Active Docket for plaintiffs who meet the minimum criteria. During the third quarter of 2003, the court made significant progress toward finalizing the Deferred Docket

with respect to 1997 and 1998 cases. Of the approximately 5,000 1997-1998 cases that were on the court's docket, only approximately 260 cases will be placed on the Active Docket, while all others will be deferred until such time as these plaintiffs can show physical impairment which satisfies the standards established by the court. Of these 260 cases, approximately 100 cases are subject to removal back to the Deferred Docket in the event medical testing of plaintiffs by defendants does not verify the physical limitations claimed. The Company was not a party in all 5,000 of these cases and we are waiting for the identification of the cases on the Active Docket to be released to determine how many of these approximately 260 "active" cases the Company will be party to. The Court has started work on the 1999-2000 docket of cases, which numbers approximately 12,000. It is expected to take several months to finalize which of these cases will be deferred and which will be placed on the Active Docket and progress to trial.

Also, in the fourth quarter of 2002, Mississippi enacted tort reform legislation that made changes in the law favorable to the Company's defense, which will apply to all cases filed on or after January 1, 2003. The majority of the claims pending

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against the Company in Mississippi were filed in the fourth quarter of 2002, in advance of this more restrictive legislation taking effect.

The Company intends to continue its practice of vigorously defending these cases as they are listed for trial and expects the insurance carriers to continue to pay the legal costs and expenses. Management believes that the outcome of these cases will not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

The Company is subject to various other claims and legal proceedings covering a wide range of matters that arose in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a material adverse effect on the financial position, results of operations or cash flows of the Company.

J. Costs Associated with Exit or Disposal Activities

As described in Note 1, "Summary of Significant Accounting Policies", to the Company's Form 10-K for the year ended December 31, 2002, the Company adopted SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities," (SFAS 146) on January 1, 2003. SFAS 146 addresses significant issues regarding the recognition, measurement and reporting of costs that are associated with exit and disposal activities. These activities include restructuring activities that were previously accounted for pursuant to the guidance that the Emerging Issues Task Force (EITF) had set forth in EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." The scope of SFAS 146 also includes (1) costs related to terminating a contract that is not a capital lease and (2) termination benefits that employees who are involuntarily terminated receive under the terms of a one-time benefit arrangement that is not an ongoing benefit arrangement or an individual deferred-compensation contract.

Costs associated with exit or disposal activities are included as a component of Other expenses on the Company's Condensed Consolidated Statements of Income. This income statement classification also includes impaired asset write-downs, employee termination benefit costs and costs to exit activities, offset by net gains on the disposal of non-core assets and is more fully described in Note 15, "Other (Income) and Expenses," to the Company's Form 10-K for the year ended December 31, 2002.

During the first nine months of 2003, the Company continued its strategy to reduce costs and streamline operations. Execution of this strategy included the sale of certain operating locations, as well as continued staff reductions in both administrative and operating positions. Under these reorganization actions, the Company and its management have established and approved specific plans of termination. During the nine months ended September 30, 2003, the Company initiated reorganization actions in several operations, including, but not limited to, certain operations located in the U.S., Europe and Canada. There were no individually material reorganization actions initiated during the nine months ended September 30, 2003; however, the following table summarizes these actions in aggregate for the Company:

	Original reorganization action period			Year-to-date Total
	First Quarter 2003	Second Quarter 2003	Third Quarter 2003	
(In thousands)				
Employee termination benefits expense	\$ 1,590	\$ 915	\$ 1,230	\$ 3,735
Payments:				
In 1 st quarter of 2003	(283)	—	—	(283)
In 2 nd quarter of 2003	(1,085)	(735)	—	(1,820)
In 3 rd quarter of 2003	(115)	(86)	(700)	(901)
Total payments:	(1,483)	(821)	(700)	(3,004)
Other (principally foreign currency translation):	100	(26)	23	97
Remaining payments as of September 30, 2003	\$ 207	\$ 68	\$ 553	\$ 828

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The total amount of employee termination benefits expense expected to be incurred and the actual expenses incurred to date for the three and nine months ended September 30, 2003 by reportable segment were as follows:

(In thousands)	Three Months Ended September 30, 2003		Nine Months Ended September 30, 2003	
	Total Costs		Total Costs	
	Expected to be Incurred	Costs Incurred to Date	Expected to be Incurred	Costs Incurred to Date
Mill Services Segment	\$ 702	\$ 702	\$ 2,103	\$ 2,103
Access Services Segment	325	325	749	749
Gas and Fluid Control Segment	114	114	231	231
Other Infrastructure Products and Services ("all other")	89	89	442	442
Corporate	—	—	210	210
Total	\$ 1,230	\$ 1,230	\$ 3,735	\$ 3,735

The following table summarizes employee termination benefit costs and payments (associated with continuing operations) related to reorganization actions initiated prior to January 1, 2003:

(In thousands)	Original reorganization action period	
	2002	2001
Employee termination benefits expense	\$ 7,140	\$ 10,135
Payments:		
In 2001	—	(6,142)
In 2002	(4,438)	(1,997)
In 2003	(2,646)	(2,215)
Total payments:	(7,084)	(10,354)
Other (principally foreign currency translation):	42	251
Remaining payments as of September 30, 2003	\$ 98	\$ 32(a)

(a) Remaining payments relate principally to a reorganization in Germany that commenced in December 2001. All terminations have been completed; however, final payments are not expected to be completed until the third quarter of 2004.

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K. Reconciliation of Basic and Diluted Shares

(In thousands, except amounts per share)	Three Months Ended September 30		Nine Months Ended September 30	
	2003	2002	2003	2002
Income from continuing operations	\$ 23,374	\$ 24,695	\$ 61,298	\$ 64,527
Average shares of common stock outstanding used to compute basic earnings per common share from continuing operations	40,752	40,514	40,637	40,304
Additional common shares to be issued assuming exercise of stock options, net of shares assumed reacquired	348	132	240	403
Shares used to compute dilutive effect of stock options	41,100	40,646	40,877	40,707

Basic earnings per common share from continuing operations	\$.57	\$.61	\$	1.51	\$	1.60
<hr/>								
Diluted earnings per common share from continuing operations	\$.57	\$.61	\$	1.50	\$	1.58
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Options to purchase 172,600 and 990,474 shares were outstanding at September 30, 2003 and 2002, respectively, but were not included in the computation of diluted earnings per share because the effect was antidilutive.

L. Off-Balance Sheet Risk – Third Party Guarantees

In connection with the licensing of one of the Company's trade names and providing certain management services (the furnishing of selected employees), the Company guarantees the debt of certain third parties related to its international operations. These guarantees are provided to enable the third parties to obtain financing of their operations. The Company receives fifty percent of the profits from these operations, which are included as Services sales in the Company's Condensed Consolidated Statements of Income. The revenue from these entities was \$0.4 million for both the three months ended September 30, 2003 and 2002 and \$1.1 million and \$1.2 million for the nine months ended September 30, 2003 and 2002, respectively. The guarantees are renewed on an annual basis and the Company would only be required to perform under the guarantee if the third parties default on their debt. The maximum potential amount of future payments (undiscounted) related to these guarantees was \$2.9 million at September 30, 2003 and December 31, 2002. There is no recognition of this potential future payment in the accompanying financial statements as the Company believes the potential for making these payments is remote. One of these guarantees was renewed in June 2003 and a second guarantee was renewed in September 2003; accordingly, liabilities for the fair value of the guarantee instruments were recognized in accordance with FASB Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" (FIN 45) which the Company adopted January 1, 2003. These liabilities are included in Other current liabilities on the Condensed Consolidated Balance Sheet. The recognition of these liabilities did not have a material impact on the Company's financial condition or results of operations for the three months or nine months ended September 30, 2003.

In the normal course of business, the Company provides legal indemnifications related primarily to the performance of its products and services and patent and trademark infringement of its goods and services sold. These indemnifications generally relate to the performance (regarding function, not price) of the respective goods or services and therefore no liability is recognized related to the fair value of such guarantees.

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M. New Financial Accounting Standards Issued

SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities" (SFAS 149)

In April 2003, the FASB issued SFAS 149 which amends and clarifies the accounting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." SFAS 149 is generally effective for contracts entered into or modified after June 30, 2003 and for hedging relationships designated after June 30, 2003. The Company adopted SFAS 149 on July 1, 2003. The adoption of SFAS 149 did not have a material effect on the Company's financial position, results of operations or cash flows.

SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity" (SFAS 150)

In May 2003, the FASB issued SFAS 150 which requires that certain financial instruments, which under previous guidance were accounted for as equity, must now be accounted for as liabilities. The financial instruments affected include mandatorily redeemable stock, certain financial instruments that require or may require the issuer to buy back some of its shares in exchange for cash or other assets and certain obligations that can be settled with shares of stock. SFAS 150 is effective for all financial instruments entered into or modified after May 31, 2003 and must be applied to the Company's existing financial instruments effective July 1, 2003, the beginning of the first fiscal period after June 15, 2003. The Company adopted SFAS 150 on June 1, 2003. The adoption of SFAS 150 did not have a material effect on the Company's financial position, results of operations or cash flows.

Emerging Issues Task Force Issue No. 00-21, "Accounting for Revenue Arrangements with Multiple Deliverables" (EITF 00-21)

In November 2002, the Emerging Issues Task Force (EITF) of the Financial Accounting Standards Board (FASB) reached a consensus on EITF 00-21 which provides guidance on how to determine when an arrangement that involves multiple revenue-generating activities or deliverables should be divided into separate units of accounting for revenue recognition purposes. It further states, that if this division is required, the arrangement consideration should be allocated among the separate units of accounting. The guidance in the consensus is effective for revenue arrangements entered into in fiscal periods that begin after June 15, 2003. The Company implemented EITF 00-21 effective July 1, 2003. The adoption of EITF 00-21 did not have a material effect on the Company's financial position, results of operations or cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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 the Private Securities Litigation Reform Act of 1995, the Company provides the following cautionary remarks regarding important factors which, among others, could cause future results to differ materially from the forward-looking statements, expectations and assumptions expressed or implied herein. Forward-looking statements contained herein could include statements about our management confidence and strategies for performance; expectations for new and existing products, technologies, and opportunities; and expectations regarding growth, sales, cash flows, earnings and Economic Value Added (EVA®). These statements can be identified by the use of such terms as "may", "could", "expect", "anticipate", "intend", "believe," or other comparable terms.

Factors which could cause results to differ 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 and capital costs; (3) changes in the performance of stock and bond markets, that could affect the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expense; (4) changes in governmental laws and regulations, including taxes and import tariffs; (5) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; (6) unforeseen business disruptions in one or more of the many countries which the Company operates due to political instability, civil disobedience, armed hostilities or other calamities; and (7) other risk factors listed from time to time in the Company's SEC reports. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond

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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.

Liquidity and Capital Resources

The Company's principal sources of liquidity are net cash provided by operating activities and borrowings under its various credit agreements. One of the Company's strategic objectives for 2003 has been to generate excess or discretionary cash flows and redeploy the cash to strategically grow the industrial services businesses, primarily the mill services and railway track maintenance products and services businesses. To illustrate the execution of this strategy, the Company's capital expenditures during the first nine months of 2003 have been primarily in the industrial services businesses. Additionally, during the second quarter of 2003, the Company acquired the mill services unit of C.J. Langenfelder & Son, Inc. and the Company's Harsco Track Technologies division received a significant new contract for track repair and renewal services from North America's largest railroad. Another major new order for \$68 million in railway track maintenance equipment was announced in October 2003 for delivery to China in the next 36 months. Also, during the first nine months of 2003, the Company announced several new mill services contracts.

The Company's strategies for generating discretionary cash flows for growth initiatives include continuing its strong net cash provided by operating activities and generating cash flows from the sale of underperforming businesses and assets. The Company historically generates a significant amount of its cash from operations during the fourth quarter (approximately 35% in 2002) and expects to do so again in 2003.

Changes in the Company's overall liquidity and capital resources from continuing operations during 2003 are reflected in the following table:

(Dollars are in millions)	September 30 2003	December 31 2002	Increase (Decrease)
Current Assets	\$ 773.5	\$ 702.4	\$ 71.1
Less: Current Liabilities	484.4	473.8	10.6
Working Capital	\$ 289.1	\$ 228.6	\$ 60.5
Current Ratio	1.6:1	1.5:1	
Notes Payable and Current Maturities	\$ 25.6	\$ 34.1	\$ (8.5)
Long-term Debt	617.2	605.6	11.6
Total Debt	642.8	639.7	3.1
Total Equity	740.6	644.5	96.1
Total Capital	\$ 1,383.4	\$ 1,284.2	\$ 99.2
Total Debt to Total Capital	46.5%	49.8%	(3.3%)

Working Capital Position – Working capital increased 26% as of September 30, 2003 and the current ratio increased to 1.6:1 when compared with December 31, 2002. Current assets increased by \$71.1 million due principally to an increase in accounts receivable of \$69.2 million while current liabilities increased by \$10.6 million due to several offsetting factors.

The \$69.2 million increase in accounts receivable was due in part to increased sales in the third quarter of 2003 versus the fourth quarter of 2002 across all segments. Also contributing to the increase in accounts receivable was the timing of collections in the international mill services and access services businesses, particularly in the U. K., and a \$7.3 million increase due to the acquisition of the mill services unit of C.J. Langenfelder & Son, Inc. Foreign currency translation caused accounts receivable to increase \$17.1 million, due principally to the weakening of the U.S. dollar in relation to the British pound sterling and the euro.

Partially offsetting the increase in current assets was a \$10.6 million increase in current liabilities. This net increase was the result of several offsetting changes that included the following:

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- A \$7.6 million increase in other current liabilities. This increase was due primarily to an \$18.2 million increase in accrued interest on the 200 million British pound sterling notes payable, partially offset by decreases in other current liabilities.
- A \$4.9 million increase in accrued compensation.
- A \$4.8 million increase in accrued income taxes that included a \$2.9 million increase in accrued taxes on international income and a \$1.9 million increase related to U.S. federal, state and local income taxes.

These net increases were partially offset by an \$8.4 million decrease in short-term borrowings and current maturities of long-term debt due to the Company paying down debt and financing current liquidity needs with lower cost commercial paper, which is classified as long-term debt, versus higher cost short-term credit facilities.

Net Cash Provided by Operating Activities

(In millions)	For the Nine Months Ended September 30	
	2003	2002
Net cash provided by operating activities:	\$154.4	\$163.7

The \$9.3 million decrease in net cash provided by operating activities is due to the timing of receipts on receivables in 2003 compared with 2002. This timing difference decreased cash from operating activities on a comparative basis by \$30.8 million. This decrease was offset by changes to Other assets and liabilities and accounts payable, that increased cash from operations by \$14.0 million and \$6.8 million, respectively. Changes in Other assets and liabilities were principally due to a \$10.6 million increase in long-term pension liabilities and from the timing of tax payments. The increase in the long-term pension liabilities was due to an increase in pension expense and the timing of pension funding. The increase in accounts payable was due to the timing of payments to vendors.

Looking to the fourth quarter of 2003, the Company expects net cash provided by operating activities to increase from the third quarter based on historically strong increases in cash from operations during that period.

Cash Investing and Financing Activities – Capital investments for the first nine months of 2003 were \$96.8 million, an increase of \$10.7 million from the first nine months of 2002. Investments were made predominantly in the industrial services businesses. The Company also invested \$23.5 million on two industrial service acquisitions. This included the acquisition of a domestic mill services company and a small product line for the international access services business.

The Company realized \$14.2 million in cash from asset sales during the first nine months of 2003, which was down \$40.7 million from the 2002 period. This decrease is due to the sale of Capitol Manufacturing, the sale of a product line of the Harsco Track Technologies division of Other Infrastructure Products and Services, and the sale of a plant associated with the roofing granules business in the first nine months of 2002. The Company has targeted asset sales in 2003 to be approximately \$30 million. The Company's management continues to strategically evaluate, on an Economic Value Added (EVA®) basis, all underperforming assets and businesses for possible sale.

Long-term debt increased \$11.6 million in the first nine months of 2003, principally due to foreign currency translation. In the third quarter of 2003, the Company's \$150 million, 6% notes matured and were paid principally with \$148.6 million of proceeds from notes issued with a face value of \$150 million, at an interest rate of 5.125%, due September 15, 2013. The new lower rate is expected to provide pre-tax interest savings of approximately \$1.3 million per year. Despite the increase in debt, the Company's debt as a percent of total capital decreased in the first nine months of 2003 to 46.5% from 49.8% at December 31, 2002. This was due to a \$96.1 million increase in equity. The increase in equity was due to the following factors:

- Positive cumulative translation adjustments totaling \$37.3 million in the first nine months of 2003. These increases were due principally to the strengthening of the euro and British pound sterling in relation to the U.S. dollar since December 31, 2002.
- An increase in retained earnings of \$34.6 million due to an increase in net income for the period offset by dividends declared.

- A pension equity adjustment that increased equity \$15.7 million, net of a \$6.9 million effect of foreign currency translation. The pension equity adjustment was the result of pension plan amendments to the Company's U.K. pension plan that required the Company to recalculate the equity adjustment for the minimum pension liability originally recorded in the fourth quarter of 2002.

The Company's history of cash dividends, paid at the same or increased rates for the 213th consecutive quarter in August 2003, demonstrates the Company's continued commitment to creating value through returns to stockholders.

On June 24, 2003, the Board of Directors increased the share repurchase authorization to 1,000,000 shares from the previously authorized 499,154 shares. This authorization was granted to enable management to repurchase the Company's shares when deemed appropriate. The authorization should not be considered an indication that share repurchases may actually occur.

Financial Statistics from Continuing Operations for the Nine Months Ended September 30

Harsco stock price high-low
Annualized return on average equity (a)

\$39.49-\$27.50
11.7%

\$44.48-\$25.75
11.9%

(a) Annualized return on average equity is calculated by dividing annualized income from continuing operations by the nine month weighted average equity. This ratio is based upon current year-to-date income from continuing operations that may not be representative of actual income from continuing operations the Company achieves for the twelve months ended December 31, 2003. It should be noted that the actual return on equity for the twelve months ended December 31, 2002 was 12.6%.

The Company's slightly lower annualized return on average equity was due to slightly decreased income from continuing operations in the first nine months of 2003 compared with the first nine months of 2002. The Company's book value per share increased to \$18.14 per share at September 30, 2003 from \$15.90 at December 31, 2002 due principally to a combination of increased equity from positive foreign currency translation adjustments, the pension adjustment to shareholder's equity, and an increase to retained earnings. Foreign currency translation adjustments and the pension adjustment to shareholders' equity are recorded as part of other comprehensive income or expense.

Credit and Equity Financing Facilities – The Company has various credit facilities and commercial paper programs available for use throughout the world. These facilities and programs are explained in detail in the Company's Form 10-K for the year ended December 31, 2002. The following chart illustrates the amounts outstanding on credit facilities and commercial paper programs and available credit at September 30, 2003. The Company limits the aggregate commercial paper and credit facility borrowings at any one time to a maximum of \$375 million. This reduction of \$50 million from the \$425 million self-imposed limit at December 31, 2002 was made in conjunction with the Company's decision in January 2003 not to renew one of the \$50 million bilateral credit facilities that was considered excess to the Company's financing needs.

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(In millions)	Facility Limit at September 30, 2003	Outstanding Balance at September 30, 2003	Available Credit at September 30, 2003
U.S. commercial paper program	\$ 350.0	\$ 53.1	\$ 296.9
Euro commercial paper program(a)	86.2	30.6	55.6
Revolving credit facility(b)	350.0	—	350.0
Bilateral credit facility(c)	25.0	7.3	17.7
Totals at September 30, 2003	\$ 811.2	\$ 91.0	\$ 720.2(d)

(a) The Company discontinued its 250 million euro commercial paper program in the second quarter of 2003 since it was excess to the Company's credit needs. If needed in the future, the Company has the ability to reinstate the program. Subsequent to September 30, 2003, the Company replaced this 74.4 million euro commercial paper program with a new 100.0 million euro commercial paper program.

(b) U.S.-based program. \$131.3 million of this facility (one-year term) was renewed in August 2003. The remaining portion of this facility is a five year term which expires September 29, 2005.

(c) International-based program

(d) Although the Company has significant available credit, it is the Company's policy to limit aggregate commercial paper and credit facility borrowings at any one time to a maximum of \$375 million.

At June 30, 2003 the Company had a Form S-3 shelf registration on file with the Securities and Exchange Commission for the possible issuance of up to an additional \$200 million of new debt securities, preferred stock or common stock. In September 2003, the Company issued \$150 million, 5.125% notes that are due September 15, 2013. The proceeds from this issuance were used to repay the Company's \$150 million, 6.0% notes that were due September 15, 2003. The new lower rate is expected to provide pre-tax interest savings of approximately \$1.3 million per year.

Credit Ratings and Outlook – The Company's 5.125% notes due 2013 are rated A- by Standard & Poor's, A- by Fitch and A-3 by Moody's. The Company's £200 million 7.25% notes due 2010 are rated A- by Standard & Poor's and A-3 by Moody's. The Company's U.S.-based commercial paper is rated A-2 by Standard & Poor's, F-2 by Fitch and P-2 by Moody's. During the second quarter of 2003, Fitch reaffirmed its credit rating of the Company and raised its outlook for the Company from negative to stable. In the third quarter of 2003, S&P, Fitch and Moody's all reaffirmed their stable outlooks for the Company. A downgrade to the Company's credit rating would probably increase the costs to the Company to borrow funds. An improvement in the Company's credit rating would probably decrease the costs to the Company to borrow funds.

The Company's financial position and debt capacity should enable it to meet current and future requirements. As additional resources are needed, the Company should be able to obtain funds readily and at competitive costs. The Company is well-positioned to continue to invest in strategic projects, pay cash dividends and reduce debt as a means to enhance shareholder value. The Company intends to use future discretionary cash flows principally for investment in strategic industrial services projects.

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RESULTS OF OPERATIONS

Third Quarter of 2003 Compared with Third Quarter of 2002

(Dollars are in millions, except per share)	Three Months Ended September 30		Amount Increase (Decrease)	Percent Increase (Decrease)
	2003	2002		
Revenues from continuing operations	\$ 530.2	\$ 510.5	\$ 19.7	4%
Cost of services and products sold	400.0	383.8	16.2	4
Selling, general and administrative expenses	81.6	78.2	3.4	4
Other (income) expenses	2.2	(0.1)	2.3	2,300
Operating income from continuing operations	45.8	48.1	(2.3)	(5)
Income from continuing operations	23.4	24.7	(1.3)	(5)
Income from discontinued operations	5.1	1.0	4.1	410
Net income	28.5	25.7	2.8	11
Diluted earnings per common share	0.69	0.63	0.06	10

Summary Analysis of Results

Revenues from continuing operations for the third quarter of 2003 increased by \$19.7 million from the third quarter of 2002 while operating income from continuing operations decreased by \$2.3 million in the same period. The increase in the Company's third quarter revenue was due to the overall impact of foreign currency translation. The Company was positively affected by the weakening of the U.S. dollar in relation to the euro, the British pound sterling, the South African rand and the Brazilian real in the third quarter of 2003 when compared with the third quarter of 2002. The overall impact of foreign currency translation resulted in increased sales and operating income in the third quarter of 2003 of approximately \$24.5 million and \$3.4 million, respectively, when compared with the third quarter of 2002. Partially offsetting this increase in operating income was a \$0.3 million unfavorable effect of foreign currency translation on interest expense that is included in income from continuing operations.

The following table compares the Company's revenues by region for the third quarter of 2003 versus the third quarter of 2002, indicating the impact of both volume changes and foreign currency translation.

Revenues by Region

(Dollars in millions)	Total Revenues Three Months Ended September 30		Percentage Growth From 2002 to 2003		
	2003	2002	Volume	Currency	Total
U.S.	\$ 224.8	\$ 233.5	(3.7)%	0.0%	(3.7)%
Europe	217.5	201.4	(0.5)	8.5	8.0
Latin America	26.3	23.5	11.7	0.2	11.9
Asia - Pacific	22.1	18.3	7.9	12.9	20.8
Other	39.5	33.8	1.8	15.1	16.9
Total	\$ 530.2	\$ 510.5	(0.9)%	4.8%	3.9%

In the third quarter of 2003, the Company was negatively affected by an increase in pre-tax pension expense of \$4.4 million compared with the third quarter of 2002. Looking forward, the Company has begun implementing design changes to many of its defined benefit pension plans for non-union employees by converting them to defined contribution plans. This conversion is expected to make the Company's pension expense more predictable and affordable and less sensitive to changes in the financial markets.

The Company's third quarter 2003 operating income benefited from the continued strong performance of the international access services business, the June 2003 acquisition of the mill services unit of C.J. Langenfelder & Son, Inc. and aggressive cost containment measures across the Company. These increases were somewhat offset by continued

weakness in the U.S. non-residential construction business which negatively impacted operating income in the third quarter of 2003 for the Access Services Segment. The Company does not anticipate a rebound in the access services market until the emergence of stronger economic conditions and increased non-residential construction spending.

The Company experienced reduced demand for several of its manufactured products due to the continued difficult economic conditions in the domestic manufacturing sector. This impact was most pronounced in the Gas and Fluid Control Segment and the IKG industrial grating product line of Other Infrastructure Products and Services.

The sale of an equity investment in India in the Mill Services Segment and a product line of the Harsco Track Technologies Division of the Other Infrastructure Products and Services category in the third quarter of 2002 generated gains of \$2.7 million and \$2.0 million, respectively, which were not repeated in the third quarter of 2003.

Also adversely impacting third quarter 2003 operating income in comparison to the third quarter of 2002 were increased energy costs and temporary steel mill shutdowns caused by the late summer power blackout in the eastern half of the U.S. and Canada, together with production disruptions at several domestic East Coast steel mills caused by Hurricane Isabel.

Income from discontinued operations for the third quarter of 2003 was \$5.1 million reflecting favorable developments in the Company's Federal Excise Tax litigation. For more information concerning this litigation, see Note I, "Commitments and Contingencies — Federal Excise Tax and Other Matters Related to the Five-Ton Truck Contract," in Part I, Item 1, Financial Statements.

Comparative Analysis of Consolidated Results

Revenues from Continuing Operations – Revenues from continuing operations for the third quarter of 2003 increased 4% from last year's comparable period. This increase included the favorable effect of foreign currency translation which increased 2003 third quarter revenues \$24.5 million when compared with the third quarter of 2002. Revenue increases were also due in part to the net change from acquisitions and divestitures, principally the acquisition of the mill services unit of C.J. Langenfelder & Son, Inc. Increased revenues from continuing operations in the Mill Services and Access Services Segments of \$31.0 million and \$5.0 million, respectively, were partially offset by decreased revenues in the Gas and Fluid Control Segment and Other Infrastructure Products and Services of \$7.3 million and \$8.9 million, respectively. These changes are more fully discussed in the Segment Analysis section below.

Cost of Services and Products Sold – Cost of services and products sold for the third quarter of 2003 increased 4% from the third quarter of 2002, the same rate as the increase in revenues. This increase included the effect of foreign currency translation which increased cost of services and products sold for the third quarter of 2003 by approximately \$18 million when compared with the third quarter of 2002. Costs increased due to the net change from acquisitions and divestitures, principally the acquisition of the mill services unit of C.J. Langenfelder & Son, Inc. Increased energy costs and approximately \$2.0 million in increased pension expense also contributed to increased costs of sales. Pension expense increased due to the fall of equity markets and lower interest rates which affected the SFAS No. 87 pension expense computation for 2003. These cost increases were partially offset by the positive effects of the Company's aggressive restructuring and cost containment initiatives in the past several years.

Selling, General and Administrative Expenses – Selling, general and administrative expenses for the third quarter of 2003 increased 4% from the third quarter of 2002. This increase included the effect of foreign currency translation, which increased 2003 selling, general and administrative expenses by approximately \$4 million when compared with 2002, and increased pension costs of approximately \$2.4 million.

Other (Income) Expense – This income statement classification includes impaired asset write-downs, employee termination benefit costs and costs to exit activities, partially offset by net gains on the disposal of non-core assets. During the third quarter of 2003, the Company continued its strategy to streamline operations. This strategy included continued staff reductions in both administrative and operating positions. These actions resulted in net other expenses of \$2.2 million in the third quarter of 2003 compared with \$0.1 million of income in the third quarter of 2002.

Expenses for the third quarter of 2003 include \$1.2 million of employee termination benefits expense, principally in the Mill Services and Access Services Segments with the majority related to operations in the United States and U.K. Additionally, \$0.7 million of expense was incurred to exit certain activities principally in the Mill Services Segment.

Income for the third quarter of 2002 included \$4.6 million in gains related to the sale of an equity investment in India (part of the Mill Services Segment) and a product line of the Harsco Track Technologies Division of Other Infrastructure Products and Services. These gains were partially offset by \$2.8 million of employee termination benefit costs, principally in the Mill Services Segment and Other Infrastructure Products and Services related to operations in the United States and Europe; \$1.1 million in costs to exit activities; and \$0.6 million in other costs.

For additional information on employee termination benefits, see Note J, "Costs Associated with Exit or Disposal Activities," in Part I, Item 1, Financial Statements.

Income from Continuing Operations – Income from continuing operations in the third quarter of 2003 was \$1.3 million below the third quarter of 2002. The decrease results principally from increased pension expense of \$3.0 million after-tax and decreased income in the Gas and Fluid Control Segment and Other Infrastructure Products and Services. These decreases were partially offset by the favorable effect of foreign currency translation which increased 2003 third quarter income from continuing operations approximately \$2.1 million after-tax when compared with the third quarter of 2002. Decreased income in the Gas and Fluid Control Segment and Other Infrastructure Products and Services is more fully discussed in the Segment Analysis section below.

Income from Discontinued Operations – Income from discontinued operations in the third quarter of 2003 increased by \$4.1 million from the third quarter of 2002. This increase was principally the result of \$5.2 million after-tax income due to favorable developments in the Company's Federal Excise Tax litigation.

This increased income was partially offset by a \$1.1 million decrease in income from the Company's discontinued Capitol Manufacturing business. The Company recorded \$1.0 million after-tax income related to the discontinued Capitol Manufacturing business in the third quarter of 2002.

For additional information on the Federal Excise Tax litigation matter, see Note I, "Commitments and Contingencies," in Part I, Item 1, Financial Statements.

Net Income and Earnings Per Share – Net income and diluted earnings per share for the third quarter of 2003 were above last year's comparable period due to the increased income from discontinued operations as previously discussed.

Segment Analysis

Due to reorganization changes, the Company adopted a new segment reporting structure for its operations as of December 31, 2002. Historical information by segment has been reclassified for comparative purposes. See Note 14, "Information by Segment and Geographic Area," to the Company's Form 10-K for the year ended December 31, 2002 for additional information on the Company's segments.

Mill Services Segment

(Dollars in millions)	Three Months Ended September 30		Amount Increase	Percent Increase
	2003	2002		
Revenues from continuing operations	\$ 208.6	\$ 177.6	\$ 31.0	17%
Operating income from continuing operations	20.7	20.5	0.2	1

The effect of foreign currency translation increased 2003 third quarter revenues for the Mill Services Segment by approximately \$16.8 million compared with the third quarter of 2002. The quarter-over-quarter revenue increase also included the acquisition of the mill services unit of C.J. Langenfelder & Son, Inc. and, to a lesser extent, continued strong international mill services business and increased volume of the U.S. mill services business. The increased volume in the U.S. mill services business was the result of certain steel mills that commenced operations under new ownership during the second half of 2002. A continued increase in global steel production in the third quarter of 2003 is a positive sign for the Company; however, there are still several structural challenges facing this industry. These challenges, such as global overcapacity, could negatively impact the Company's future financial position, income from continuing operations and cash flows.

Operating income of the Mill Services Segment for the third quarter of 2003 was above the comparable 2002 period as a result of several factors. The positive effect of foreign currency translation increased 2003 third quarter operating income by approximately \$2.6 million when compared with the third quarter of 2002. The acquisition of the mill services unit of

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HARSCO CORPORATION AND SUBSIDIARY COMPANIES PART I — FINANCIAL INFORMATION

C.J. Langenfelder & Son, Inc. also contributed to the increased operating income. These benefits were partially offset by \$1.2 million in increased pension expense, lost production due to temporary steel mill shutdowns caused by the late summer power blackout in the eastern half of the U.S. and Canada, together with production disruptions at several domestic East Coast steel mills caused by Hurricane Isabel and increased energy costs. Also, on a comparative basis, 2002's third quarter operating income was favorably affected by a gain of \$2.7 million pre-tax from the sale of a minority equity interest.

Access Services Segment

(Dollars in millions)	Three Months Ended September 30		Amount Increase	Percent Increase
	2003	2002		
Revenues from continuing operations	\$ 154.8	\$ 149.8	\$ 5.0	3%
Operating income from continuing operations	11.0	10.2	0.8	8

The quarter-over-quarter revenue increase for the Access Services Segment related primarily to the positive effect of foreign currency translation, which increased third quarter 2003 revenues by approximately \$7.1 million when compared with the third quarter of 2002. Revenues in the third quarter of 2003 were negatively impacted by continued weakness in the U.S. non-residential construction markets which are at multi-year lows. The Company does not anticipate a recovery in the access services market until the emergence of stronger economic conditions and increased non-residential construction spending.

Operating income of the Access Services Segment for the third quarter of 2003 was above the comparable 2002 period due to increased revenue, ongoing cost reduction initiatives, improved performance in the SGB international access services business and the positive effect of foreign currency translation. Foreign currency translation increased 2003 third quarter operating income by approximately \$0.7 million compared with the third quarter of 2002. These increases were partially offset by \$2.2 million of increased pension expense in 2003, and a reduction in the access equipment rental business (the highest margin business of this segment) due to pricing pressures.

Gas and Fluid Control Segment

	Three Months Ended September	Amount	Percent
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(Dollars in millions)	2003	2002	Decrease	Decrease
Revenues from continuing operations	\$ 83.7	\$ 91.0	\$ (7.3)	(8)%
Operating income from continuing operations	3.4	4.9	(1.5)	(31)

The quarter-over-quarter revenue and operating income decline of the Gas and Fluid Control Segment related primarily to the continued difficult market conditions affecting demand for manufactured products. Decreased demand for composite-wrapped aluminum tanks for natural gas vehicles and cryogenic tanks more than offset a slight improvement in third quarter 2003 operating income from propane products, high-pressure cylinders and the Air-X-Changers business unit when compared with the third quarter of 2002. The larger relative decline in operating income from continuing operations (31%) as compared with revenue (8%) was due to a significant decrease in high-margin composite vessel revenues. The effect of foreign currency translation increased 2003 third quarter revenues by approximately \$0.6 million, but did not have a material effect on operating income, when compared with the third quarter of 2002. In the third quarter of 2003, the Segment was affected by a \$0.4 million increase in pension expense.

Other Infrastructure Products and Services (“all other”)

(Dollars in millions)	Three Months Ended September 30		Amount Decrease	Percent Decrease
	2003	2002		
Revenues from continuing operations	\$ 83.2	\$ 92.1	\$ (8.9)	(10)%
Operating income from continuing operations	10.8	12.8	(2.0)	(16)

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The Other Infrastructure Products and Services (“all other”) category includes the Company’s Harsco Track Technologies, Reed Minerals, IKG Industries and Patterson-Kelley operating segments. See Item 1, “Business,” to the Company’s Form 10-K for the year ended December 31, 2002 for additional information on this category.

The quarter-over-quarter revenue decline in Other Infrastructure Products and Services related primarily to a continued decline in the IKG industrial grating products business in the third quarter of 2003, a decrease in rail equipment and repair parts sales, and the sale of a product line of Harsco Track Technologies (HTT) in the third quarter of 2002. These decreases were partially offset by \$0.8 million in increased boiler sales in the Patterson-Kelley process equipment business unit.

Operating income of Other Infrastructure Products and Services for the third quarter of 2003 was below the comparable 2002 period. An operating loss at IKG was the result of reduced revenue due to depressed market conditions and pricing pressures. In the third quarter of 2003, there was a \$0.4 million increase in pension expense for Other Infrastructure Products and Services when compared with the third quarter of 2002. Operating income in the third quarter of 2002 included a \$2.0 million gain on the sale of a product line of HTT that was not repeated in the third quarter of 2003.

Industrial Services and Engineered Products Analysis

The Company is a diversified industrial services and engineered products company. Sales and operating income for the third quarter of 2003 and 2002 are presented in the following table:

(Dollars are in millions)	Three Months Ended September 30, 2003		Three Months Ended September 30, 2002	
	Amount	Percent	Amount	Percent
Sales				
Industrial Services	\$377.0	71%	\$342.7	67%
Engineered products	153.2	29	167.8	33
Total sales	\$530.2	100%	\$510.5	100%
Operating Income				
Industrial Services	\$ 34.0	74%	\$ 34.9	73%
Engineered products	11.9	26	13.6	28
Subtotal	45.9	100	48.5	101
General Corporate	(0.1)	—	(0.4)	(1)

The Company continues to focus on expanding its higher-margin industrial services businesses. A majority of the Company's manufacturing businesses, which are predominantly located in the United States, continue to experience depressed market conditions and intense international competition. In addition, there are several other factors affecting the U.S. manufacturing sector (and the Company) and they include litigation and regulatory compliance, employee health and pension benefits, high energy prices, and higher corporate taxes than elsewhere in the world. While the industrial services sector has similar challenges to overcome, the Company's industrial services businesses provide greater flexibility and more growth opportunities for the Company.

Industrial services revenue in both absolute dollars and as a percent of the Company's total revenues has grown in the third quarter of 2003 when compared with the third quarter of 2002. Industrial services operating income for the third quarter of 2003 declined \$0.9 million but the percentage of total operating income from industrial services increased slightly from the third quarter of 2002. These percentage increases occurred while the engineered products revenue and operating income in both absolute dollars and as a percent of the Company's total revenues and operating income, respectively, have declined in the third quarter of 2003 when compared with the third quarter of 2002. The goal of the Company is to grow the industrial services businesses to approximately 75% of revenue by the end of 2004.

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Third quarter 2003 sales for industrial services increased from the comparable period in 2002. This was due to increases in the Company's international and domestic mill services business and its international access services business, offset by decreases in the domestic access services business. Third quarter 2003 operating income for industrial services was down \$0.9 million from 2002 due to decreases in domestic access services and a \$2.7 million decrease due to a sale of a minority equity interest in the third quarter of 2002. The effect of foreign currency translation increased 2003 third quarter industrial service sales and operating income by approximately \$24 million and \$3 million, respectively, when compared with the third quarter of 2002.

Third quarter 2003 engineered products sales and operating income decreased from the comparable period in 2002. This was due to decreases in the IKG industrial grating business unit and the Company's Gas and Fluid Control Segment. The effect of foreign currency translation increased 2003 third quarter engineered products sales by approximately \$1 million, but did not have a material effect on operating income, when compared with the third quarter of 2002.

RESULTS OF OPERATIONS

Nine Months of 2003 Compared with Nine Months of 2002

(Dollars are in millions, except per share)	Nine Months Ended September 30		Amount Increase (Decrease)	Percent Increase (Decrease)
	2003	2002		
Revenues from continuing operations	\$ 1,554.5	\$ 1,479.5	\$ 75.0	5%
Cost of services and products sold	1,179.5	1,107.1	72.4	7
Selling, general and administrative expenses	243.5	237.2	6.3	3
Other expenses	4.5	2.9	1.6	55
Operating income from continuing operations	124.7	130.0	(5.3)	(4)
Income from continuing operations	61.3	64.5	(3.2)	(5)
Income from discontinued operations	5.3	1.5	3.8	253
Net income	66.6	66.0	0.6	1
Diluted earnings per common share	1.63	1.62	0.01	1

Summary Analysis of Results

Revenues from continuing operations for the first nine months of 2003 increased by \$75.0 million from the first nine months of 2002 while operating income from continuing operations declined by \$5.3 million. The Company was positively affected by the weakening of the U.S. dollar in relation to the euro, the British pound sterling and the South African rand in the first nine months of 2003 when compared with the first nine months of 2002. The overall impact of foreign currency translation resulted in increased sales and operating income in the first nine months of 2003 of approximately \$86.0 million and \$8.7 million, respectively, when compared with the first nine months of 2002. The \$8.7 million benefit to operating income from foreign currency translation was partially offset by \$1.7 million in higher interest expense as a result of the foreign currency translation effect on the Company's British pound sterling debt.

The following table compares the Company's revenues by region for the first nine months of 2003 versus the first nine months of 2002, indicating the impact of both volume changes and foreign currency translation.

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Revenues by Region

(Dollars in millions)	Total Revenues Nine Months Ended September 30		Percentage Growth From 2002 to 2003		
	2003	2002	Volume	Currency	Total
U.S.	\$ 658.4	\$ 694.9	(5.3)%	0.0%	(5.3)%
Europe	645.4	559.2	1.9	13.5	15.4
Latin America	74.0	73.5	11.9	(11.2)	0.7
Asia - Pacific	63.2	54.8	3.8	11.5	15.3
Other	113.5	97.1	4.3	12.6	16.9
Total	\$ 1,554.5	\$ 1,479.5	(0.7)%	5.8%	5.1%

In the first nine months of 2003, the Company was negatively affected by approximately \$13.2 million in increased pre-tax pension expense. Looking forward, the Company has begun implementing design changes to many of its defined benefit pension plans for non-union employees by converting them to defined contribution plans. This conversion is expected to make the company's pension expense more predictable and affordable and less sensitive to changes in the financial markets.

The Company's year-to-date 2003 revenues and operating income benefited from the continued strong performance of the international mill services business, the June 2003 acquisition of the mill services unit of C.J. Langenfelder & Son, Inc, increased rail equipment sales, primarily to international customers, improved performance of the domestic mill services business, and improved volumes in the international access services business. Operating income was also positively affected by \$4.9 million of pre-tax income from the termination of certain post-retirement benefit plans.

In addition to increased pension expense, operating income decreased as a result of continued weakness in the non-residential construction markets which are at multi-year lows and have negatively impacted the Company's revenues and operating income for the first nine months of 2003 in the Access Services Segment. The Company does not anticipate a rebound in the access services market until the emergence of stronger economic conditions and increased spending on non-residential construction.

The Company experienced reduced demand for several of its manufactured products due to the continued difficult economic environment in the domestic manufacturing sector. This impact was most pronounced in the Gas and Fluid Control Segment and the IKG industrial grating product line of Other Infrastructure Products and Services.

The sale of an equity investment in India in the Mill Services Segment and a product line of the Harsco Track Technologies Division of the Other Infrastructure Products and Services category in the third quarter of 2002 generated gains of \$2.7 million and \$2.0 million, respectively, which were not repeated in the first nine months of 2003.

Income from discontinued operations for the first nine months of 2003 increased by \$3.8 million from the first nine months of 2002 reflecting favorable developments in the Company's Federal Excise Tax litigation in the third quarter of 2003. For more information concerning this litigation, see Note I, "Commitments and Contingencies — Federal Excise Tax and Other Matters Related to the Five-Ton Truck Contract," in Part I, Item 1, Financial Statements.

Comparative Analysis of Consolidated Results

Revenues from Continuing Operations – Revenues from continuing operations for the first nine months of 2003 increased 5% from last year's comparable period. This increase included the favorable effect of foreign currency translation which increased nine month 2003 revenues by \$86.0 million when compared with the first nine months of 2002. Increased revenues from continuing operations in the Mill Services and Access Services Segments of \$86.8 million and \$31.7 million, respectively, were partially offset by decreases in the Gas and Fluid Control Segment and Other Infrastructure Products and Services of \$24.1 million and \$19.4 million, respectively. These changes are more fully discussed in the Segment Analysis section below.

Cost of Services and Products Sold – Cost of services and products sold for the first nine months of 2003 increased 7% from the first nine months of 2002. This increase included the effect of foreign currency translation which increased the first nine months of 2003 cost of services and products sold by approximately \$65 million when compared with the first nine months of 2002. Costs, as a percentage of revenues, also increased as a result of a change in product mix of the access services business which resulted from reduced rental revenues (the highest margin product line of this segment). The Company also incurred increased costs of \$6.5 million due to the net effect of business acquisitions and

dispositions and approximately \$6.3 million in increased pension expense due to the fall of equity markets and lower interest rates which affected the SFAS No. 87 pension expense computation for 2003. These increases were partially offset by income of \$3.3 million from the termination of certain post-retirement benefit plans.

Selling, General and Administrative Expenses – Selling, general and administrative expenses for the first nine months of 2003 increased 3% from the first nine months of 2002. The effect of foreign currency translation increased 2003 selling, general and administrative expenses by approximately \$13 million when compared with 2002. Increased pension costs of approximately \$7.4 million also contributed to the increase in Selling, General and Administrative expenses. These increases were partially offset by reduced bad debt expense of \$5.5 million, principally in international mill services, reduced commissions expense of \$2.3 million, principally in the Access Services and Gas and Fluid Control Segments, and income of \$1.6 million from the termination of certain post-retirement benefit plans across all business segments. As a percentage of sales, selling, general and administrative expenses decreased from 16.0% in the first nine months of 2002 to

15.7% in the first nine months of 2003. This relative decrease is a result of the decreased bad debt expense and continued cost reductions, process improvements and reorganization efforts.

Other Expenses – This income statement classification includes impaired asset write-downs, employee termination benefit costs and costs to exit activities, offset by net gains on the disposal of non-core assets. During the first nine months of 2003, the Company continued its strategy to streamline operations. This strategy included the sale of certain operating locations, as well as continued staff reductions in both administrative and operating positions. These actions resulted in net other expenses of \$4.5 million in the first nine months of 2003 compared with \$2.9 million in the first nine months of 2002.

Expenses for the first nine months of 2003 include \$3.7 million of employee termination benefits expense, principally in the Mill Services and Access Services Segments and in the Other Infrastructure Products and Services category, related to operations in the United States, U.K. and Continental Europe. Additionally, \$1.6 million of expense was incurred to exit certain activities, principally in the Mill Services Segment. These expenses were partially offset by \$2.1 million in gains resulting from the sale of non-core assets principally in the Access Services Segment.

Expenses for the first nine months of 2002 include \$4.8 million of employee termination benefits expense, principally in the Mill Services and Access Services Segments and in the Other Infrastructure Products and Services category, related to operations in the United States, U.K. and Continental Europe. Additionally, \$1.6 million of costs to exit activities were incurred in the period. The expenses were partially offset by gains of \$4.8 million, principally from sale of a minority equity investment in the Mill Services Segment and a product line of the Harsco Track Technologies Division of Other Infrastructure Products and Services.

For additional information on employee termination benefits, see Note J, “Costs Associated with Exit or Disposal Activities,” in Part I, Item 1, Financial Statements.

Income from Continuing Operations – Income from continuing operations in the first nine months of 2003 was below 2002 levels despite an increase in revenues. The decrease of \$3.2 million in 2003 is due principally to the increased pension expense of \$9.5 million after-tax and decreased income in the Gas and Fluid Control Segment, the IKG business unit of Other Infrastructure Products and Services and the North American access services business as more fully described in the Segment Analysis section below. These negative changes were partially offset by the favorable effect of foreign currency translation which increased 2003 first nine months income from continuing operations by approximately \$4.9 million after-tax when compared with the first nine months of 2002, income of \$3.4 million after-tax from the termination of certain post-retirement benefit plans, benefits from the ongoing cost reduction initiatives and reduced net interest expense of \$0.7 million after-tax due to decreased borrowings and lower interest rates on commercial paper.

Income from Discontinued Operations – Income from discontinued operations in the first nine months of 2003 increased \$3.8 million from the first nine months of 2002. This increase resulted principally from \$5.2 million of after-tax income due to favorable developments in the Company’s Federal Excise Tax litigation in the third quarter of 2003. This increased income was partially offset by a \$1.4 million after-tax decrease in income from the Company’s discontinued Capitol Manufacturing business. The Company recorded \$1.5 million after-tax income related to the discontinued Capitol Manufacturing business in the first nine months of 2002.

For additional information on the Federal Excise Tax litigation matter, see Note I, “Commitments and Contingencies”, in Part I, Item 1, Financial Statements.

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Net Income and Earnings Per Share – Net income and diluted earnings per share for the first nine months of 2003 were above last year’s comparable period due to the increased income from discontinued operations as previously discussed.

Segment Analysis

Due to reorganization changes, the Company adopted a new segment reporting structure for its operations as of December 31, 2002. Historical information by segment has been reclassified for comparative purposes. See Note 14, “Information by Segment and Geographic Area,” to the Company’s Form 10-K for the year ended December 31, 2002 for additional information on the Company’s segments.

Mill Services Segment

(Dollars in millions)	Nine Months Ended September 30		Amount Increase	Percent Increase
	2003	2002		
Revenues from continuing operations	\$ 600.6	\$ 513.8	\$ 86.8	17%
Operating income from continuing operations	63.1	53.1	10.0	19

The year-over-year revenue increase for the Mill Services Segment for the first nine months of 2003 related principally to the effect of foreign currency translation which increased revenues in the first nine months of 2003 by approximately \$51.5 million compared with the first nine months of 2002. The continued strong international mill services business and, to a lesser extent, increased volume of the U.S. mill services business also contributed to the increase. The increased volume in the U.S. mill services business was a result of certain steel mills that commenced operations under new ownership during the second half of 2002 and the effect of the second quarter 2003 acquisition of the domestic mill services unit of C.J. Langenfelder & Son, Inc. Increased global steel production in the first nine months of 2003 is a positive sign; however, there are still several structural challenges facing this industry. These challenges, such as global overcapacity, could negatively impact the Company’s future financial position, income from continuing operations and cash flows.

Operating income of the Mill Services Segment for the first nine months of 2003 was above the comparable 2002 period. This increase was due to the following:

- New mill services contracts, a domestic acquisition, and increased volume (primarily in the international markets) contributed a total of \$6.8 million to operating income in the first nine months of 2003;

- The effect of foreign currency translation increased operating income for the first nine months of 2003 by approximately \$6.4 million when compared with the first nine months of 2002;
- Decreased bad debt expense of \$5.6 million as a result of a \$1.8 million bad debt recovery, net of additional expense, in the first nine months of 2003 compared with \$3.8 million of expense in the first nine months of 2002. Bad debt expense in the first nine months of 2002 included bad debt expense recorded as a result of a significant customer bankruptcy;
- Income of \$1.4 million from the termination of certain post-retirement benefit plans;
- Reduced selling, general and administrative expenses due to reorganization actions implemented in the third quarter of 2002.

These benefits were partially offset by \$4.6 million in increased pension expense, \$3.3 million in increased reorganization expenses as well as higher energy, healthcare and insurance costs. Also, on a comparative basis, in the first nine months of 2002 income was favorably affected by a gain of \$2.7 million pre-tax from the sale of a minority equity interest.

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Access Services Segment

(Dollars in millions)	Nine Months Ended September 30		Amount Increase (Decrease)	Percent Increase (Decrease)
	2003	2002		
Revenues from continuing operations	\$ 460.1	\$ 428.4	\$ 31.7	7%
Operating income from continuing operations	26.4	29.5	(3.1)	(11)

The year-over-year revenue increase for the Access Services Segment for the first nine months of 2003 related primarily to the positive effect of foreign currency translation, which increased the first nine months of 2003 revenues by approximately \$32.0 million when compared with the first nine months of 2002. Revenues also benefited from increased volume in the international access services business due principally to acquisitions and redeployment of existing equipment to locations not previously served by the Company. Revenues in the first nine months of 2003 were negatively impacted by continued weakness in the non-residential construction markets which are at multi-year lows. The Company does not anticipate a recovery in the access services market until the emergence of stronger economic conditions and increased non-residential construction spending.

Operating income of the Access Services Segment for the first nine months of 2003 was below the comparable 2002 period despite increased revenue. This was due principally to \$6.2 million of increased pension expense and due to pricing pressures which reduced related revenues in the high-margin access equipment rental business when compared with the first nine months of 2002. These declines in operating income were only partially offset by the effect of foreign currency translation which increased operating income in the first nine months of 2003 by approximately \$2.1 million when compared with the first nine months of 2002, a \$1.8 million gain on the sale of underutilized assets and \$0.5 million of income from the termination of a post-retirement benefit plan.

Gas and Fluid Control Segment

(Dollars in millions)	Nine Months Ended September 30		Amount Decrease	Percent Decrease
	2003	2002		
Revenues from continuing operations	\$ 240.9	\$ 265.0	\$ (24.1)	(9)%
Operating income from continuing operations	10.9	17.3	(6.4)	(37)

The year-over-year revenue decline of the Gas and Fluid Control Segment for the first nine months of 2003 when compared with the first nine months of 2002 related primarily to the continued difficult market conditions affecting demand for manufactured products. The Segment was affected by decreased demand for composite-wrapped aluminum tanks for natural gas vehicles, decreased demand for air-cooled heat exchangers and decreased demand for valves used in propane gas grills. Also contributing to the 2003 decrease in revenue was a decline in the demand for all types of cylinders other than propane cylinders due to the prolonged weakness in the industrial gas sector. The reduced demand was partially offset by increased demand for propane cylinders due to colder winter weather in the U.S. during early 2003. The effect of foreign currency translation increased revenues in the first nine months of 2003 by approximately \$2.4 million, but did not have a material effect on operating income, when compared with the first nine months of 2002.

Operating income of the Gas and Fluid Control Segment for the first nine months of 2003 was below the comparable 2002 period. The larger relative decline in operating income (37%) as compared with revenue (9%) was due to a significant decrease in natural gas transmission equipment and composite vessel revenues, which historically have been higher-margin businesses of the segment. In the first nine months of 2003, \$0.6 million of income from the termination of a post-retirement benefit plan was more than offset by a \$1.2 million increase in pension expense compared with the first nine months of 2002.

Other Infrastructure Products and Services (“all other”)

Nine Months Ended September	Amount	Percent
--------------------------------	--------	---------

(Dollars in millions)	30		Decrease	Decrease
	2003	2002		
Revenues from continuing operations	\$ 252.9	\$ 272.3	\$ (19.4)	(7)%
Operating income from continuing operations	23.7	30.2	(6.5)	(22)

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The Other Infrastructure Products and Services (“all other”) category includes the Company’s Harsco Track Technologies, Reed Minerals, IKG Industries and Patterson-Kelley operating segments. See Item 1, “Business,” to the Company’s Form 10-K for the year ended December 31, 2002 for additional information on this category.

The year-over-year revenue decline in Other Infrastructure Products and Services in the first nine months of 2003 related primarily to a decline in the IKG industrial grating products business (which included a \$2.5 million decline in revenue due to the sale of the bridge decking product line in January 2002); the sale of a product line of Harsco Track Technologies (HTT) in the third quarter of 2002; and the sale of the Bio-Oxidation business in the first quarter of 2002. These decreases were partially offset by increased rail equipment sales to international customers as HTT continues to focus on growing its international market.

Operating income of Other Infrastructure Products and Services for the first nine months of 2003 was below the comparable 2002 period. The larger relative decline in operating income (22%) as compared with revenue (7%) was due to an operating loss in the IKG business unit compared with income in 2002. The operating loss at IKG was the result of the reduced revenue due to weak market conditions, lower margins due to a less favorable product mix and lower selling prices, and \$1.2 million from an asset write down in the second quarter of 2003. Additionally, operating income in the third quarter of 2002 included a \$2.0 million gain on the sale of a product line of HTT that was not repeated in the first nine months of 2003. These declines were only partially offset by increased operating income at the Patterson-Kelley and Reed Minerals business units. In the first nine months of 2003, \$1.1 million of income from the termination of a post-retirement benefit plan was more than offset by a \$1.3 million increase in pension expense for Other Infrastructure Products and Services.

Industrial Services and Engineered Products Analysis

The Company is a diversified industrial services and engineered products company. Sales and operating income for the first nine months of 2003 and 2002 are presented in the following table:

(Dollars are in millions)	Nine Months Ended September 30, 2003		Nine Months Ended September 30, 2002	
	Amount	Percent	Amount	Percent
Sales				
Industrial Services	\$1,098.6	71%	\$ 988.2	67%
Engineered products	455.9	29	491.3	33
Total sales	\$1,554.5	100%	\$1,479.5	100%
Operating Income				
Industrial Services	\$ 95.9	77%	\$ 90.4	69%
Engineered products	28.1	22	39.7	31
Subtotal	124.0	99	130.1	100
General Corporate	0.7	1	(0.1)	—
Total operating income	\$ 124.7	100%	\$ 130.0	100%

The Company continues to focus on expanding its higher-margin industrial services businesses. The Company’s industrial services revenue and operating income in both absolute dollars and as a percent of the Company’s total revenues and operating income, respectively, has grown in the first nine months of 2003 when compared with the first nine months of 2002, while the engineered products revenue and operating income has declined. The goal of the Company is to grow the industrial services businesses to approximately 75% of revenue by the end 2004.

The effect of foreign currency translation increased 2003 period industrial services sales and operating income by approximately \$83 million and \$8 million, respectively, when compared with the first nine months of 2002. The increase in sales for industrial services in the first nine months of 2003 was also due to increases in the Company’s international and

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domestic mill services business and its international access services business, offset by decreases in the domestic access services business and railway maintenance services. Operating income for the first nine months of 2003 increased primarily due to the strong international mill services business and increased volume of U.S. mill services business.

Sales and operating income for the first nine months of 2003 for engineered products decreased from the comparable period in 2002. This was due to decreases in the Company's Gas and Fluid Control Segment and the IKG industrial grating products business unit. Partially offsetting these decreases were increased rail equipment sales, principally to international buyers. The effect of foreign currency translation increased sales in the first nine months of 2003 by approximately \$2 million, but did not have a material effect on operating income, when compared with the first nine months of 2002.

New Financial Accounting Standards Issued

Information on new financial accounting standards issued is included in Note M, "New Financial Accounting Standards Issued." in Part I, Item 1, Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk.

In the normal course of business, the Company is routinely subjected to a variety of risks. In addition to the market risk associated with interest rate and currency movements on outstanding debt and non-U.S. dollar-denominated assets and liabilities, other examples of risk include collectibility of receivables, volatility of the financial markets and their effect on pension plans and global economic and political conditions.

Cyclical industry and economic conditions may adversely affect the Company's business.

The Company's businesses are vulnerable to general economic slowdowns and cyclical conditions in the industries served. In particular,

- The Company's mill services business may be adversely affected by slowdowns in steel mill production, continued excess capacity, continued consolidation or bankruptcy of steel producers (including some of the Company's customers) or a reversal or slowing of current outsourcing trends in the steel industry;
- The Company's access services business may be adversely affected by slowdowns in non-residential construction and annual industrial and building maintenance cycles;
- The Company's gas and fluid control business may be adversely affected by slowdowns in demand for consumer barbecue grills, reduced industrial production or lower demand for natural gas vehicles and products for the natural gas drilling and transmission industry;
- The industrial grating business may be adversely affected by slowdowns in non-residential construction and industrial production;
- The railway track maintenance business may be adversely affected by developments in the railroad industry that lead to lower capital spending or reduced maintenance spending; and
- The industrial abrasives and roofing granules business may be adversely affected by slower home resales or economic conditions that slow the rate of residential roof replacement.

The Company's defined benefit pension expense is directly affected by the equity and bond markets and a downward trend in those markets could adversely affect the Company's future earnings.

In addition to the economic issues that directly affect the Company's business, changes in the performance of equity and bond markets, particularly in the United Kingdom and the United States, impact actuarial assumptions used in determining annual pension expense, pension liabilities and the valuation of the assets in the Company's defined benefit pension

plans. The downturn in financial markets during 2000, 2001 and 2002 has negatively impacted the Company's pension expense and the accounting for pension assets and liabilities. This has resulted in an increase in pre-tax pension expense from continuing operations of approximately \$13.7 million for the first nine months of 2003 compared with the first nine months of 2002, and it is expected to result in a pre-tax increase in pension expense of approximately \$18 million in calendar year 2003 compared with 2002. Should the downward trend in capital markets continue, future unfunded obligations and pension expense would likely increase. This could result in an additional reduction to shareholders' equity and increase the Company's statutory funding requirements. In response to these adverse market conditions, the Company is implementing certain pension plan design changes as more fully described in the last paragraph of this section.

Based on current market conditions the discount rates as of October 31, 2003 and September 30, 2003 to determine 2004 defined benefit pension expense for the U.S. and U.K. plans would be approximately 6.25% and 5.75%, respectively. This compares with 6.75% and 5.75% for the U.S. and U.K. plans, respectively, that were used in the calculation of the 2003 pension expense. Based upon these estimated rates, and holding all other assumptions used in calculating the 2003 pension expense constant, and excluding the effect of pension plan design changes, 2004 pre-tax pension expense would increase by approximately \$4 million from 2003. It should be noted that the discount rate is only one factor used in calculating pension expense. The Company's actual pension expense in 2004 will also be

impacted by changes in the number of employees (either increases or decreases), potential acquisitions or divestitures that may occur during 2003 and 2004, the expected and actual returns on pension plan assets, pension plan design changes, funding strategy and changes in foreign exchange rates.

Additionally, holding all other assumptions constant, changes in the discount rate from the rate used in calculating the 2003 expense would affect 2004 pre-tax pension expense as follows:

<u>Discount rate</u>	<u>Approximate Changes in Pre-tax Pension Expense</u>	
	<u>U.S. Plans</u>	<u>U.K. Plan</u>
One-half percent decrease	Increase of \$4 million	Increase of \$5 million
One-half percent increase	Decrease of \$4 million	Decrease of \$4 million

The above sensitivity analysis is provided to show the broader impact of changes in the discount rate. As indicated above, the discount rate is only one factor used in calculating pension expense and this analysis is not intended to address those other factors.

Pension expense for defined benefit plans is also impacted by differences between the expected long-term rates of return on plan assets assumed by the Company and the actual rates of return achieved on plan assets. The global weighted average expected long-term rates of return on plan assets used in the actuarial calculations for the defined benefit pension plans for 2002, 2001 and 2000 were as follows:

	<u>December 31</u>		
	<u>2002</u>	<u>2001</u>	<u>2000</u>
Global weighted average expected long-term rates of return on plan assets	8.0%	8.5%	8.4%

If the actual rates of return on plan assets differ from the expected long-term rates of return on plan assets assumed by the Company, the resulting differences in plan assets would be included with other net cumulative actuarial gains and losses. These net cumulative actuarial gains and losses are amortized as a component of periodic pension expense over the average remaining service period of active plan participants to the extent they exceed 10% of the greater of the projected benefit obligation or the fair value of plan assets. If actual returns on plan assets differ materially from the expected long-term rates of return assumed by the Company, it could have a significant impact on the results of operations, cash flows or financial position of the Company.

In response to dealing with the adverse market conditions, during 2003 the Company conducted a comprehensive global review of its pension plans in order to formulate a plan to make its long-term pension costs more predictable and affordable. The Company has now begun implementing design changes for most of these plans. The principal change involves converting future pension benefits for the majority of the Company's non-union employees in both the U.K. and U.S. from defined benefit plans to defined contribution plans as of January 1, 2004. This conversion is expected to make the Company's pension expense more predictable and affordable and less sensitive to changes in the financial markets.

The Company's global presence subjects it to a variety of risks arising from doing business in foreign countries.

The Company operates in over 400 locations in 43 countries, including the United States. The Company's global footprint exposes it to a variety of risks that may adversely affect results of operations, cash flows or financial position. These include:

- periodic economic downturns in the countries in which the Company does business;

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- fluctuations in currency exchange rates;
- customs matters and changes in trade policy or tariff regulations;
- imposition of or increases in currency exchange controls and hard currency shortages;
- changes in regulatory requirements in the countries in which the Company does business;
- higher tax rates and potentially adverse tax consequences including restrictions on repatriating earnings, adverse tax withholding requirements and "double taxation";
- longer payment cycles and difficulty in collecting accounts receivable;
- complications in complying with a variety of foreign laws and regulations;
- political, economic and social instability, civil unrest and armed hostilities in the countries in which the Company does business;

- inflation rates in the countries in which the Company does business;
- laws in various foreign jurisdictions that limit the right and ability of foreign subsidiaries to pay dividends and remit earnings to affiliated companies unless specified conditions are met; and,
- uncertainties arising from local business practices, cultural considerations and international political and trade tensions.

If the Company is unable to successfully manage the risks associated with managing and expanding its global business, the Company's business, financial condition and results of operations may suffer.

The Company also has operations in several countries in the Middle East, including Bahrain, Egypt, Saudi Arabia, United Arab Emirates and Qatar, which are geographically close to Iraq and other countries with a continued high risk of armed hostilities. During the first nine months of 2003 and 2002, these countries contributed approximately \$12.0 million and \$10.7 million, respectively, to the Company's operating income. Additionally, the Company has operations in and sales to countries that have encountered outbreaks of communicable diseases (e.g., Severe Acute Respiratory Syndrome (SARS) and AIDS). Should these outbreaks worsen or spread to other countries, the Company may be negatively impacted through reduced sales to and within these countries and other countries affected by such diseases.

Exchange rate fluctuations may adversely affect the Company's business.

Fluctuations in foreign exchange rates between the U.S. dollar and the approximately 35 other currencies in which the Company conducts business may adversely affect the Company's operating income and income from continuing operations in any given fiscal period. Approximately 58% and 53% of the Company's sales and approximately 65% and 57% of the Company's operating income from continuing operations for the nine months ended September 30, 2003 and 2002, respectively, were derived from operations outside the United States. Given the structure of the Company's revenues and expenses, an increase in the value of the U.S. dollar relative to the foreign currencies in which the Company earns its revenues generally has a negative impact on operating income, whereas a decrease in the value of the U.S. dollar tends to have the opposite effect. The Company's principal foreign currency exposures are to the British pound sterling and the euro.

Compared with the nine months ended September 30, 2002, the values of the following major currencies changed as follows in relation to the U.S. dollar during the nine months ended September 30, 2003, impacting the Company's sales and income:

- | | |
|--------------------------|---------------------|
| • British pound sterling | Strengthened by 8% |
| • Euro | Strengthened by 17% |
| • South African rand | Strengthened by 28% |
| • Brazilian real | Weakened by 14% |

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The Company's foreign currency exposures increase the risk of income statement, balance sheet and cash flow volatility. If the above currencies change materially in relation to the U.S. dollar, the Company's financial position, results of operations, or cash flows may be materially affected.

To illustrate the effect of foreign currency exchange rate changes in certain key markets of the Company, in the first nine months of 2003, revenues would have been approximately 6% or \$86.0 million less and income from continuing operations would have been approximately 8% or \$4.9 million less if the average exchange rates for the first nine months of 2002 were utilized. A similar comparison for the third quarter of 2003 would have decreased sales approximately 5% or \$24.5 million and income from continuing operations would have been approximately 9% or \$2.1 million less if the average exchange rates for the third quarter of 2003 would have remained the same as in the third quarter of 2002. If the weakening of the U.S. dollar in relation to the euro and British pound sterling that started in the second quarter of 2002 would continue, the Company would expect to see a positive impact on future sales and net income as a result of foreign currency translation.

Currency changes result in assets and liabilities denominated in local currencies being translated into U.S. dollars at different amounts than at the prior period end. These currency changes resulted in increased net assets of \$37.3 million and \$17.4 million, at September 30, 2003 and 2002, respectively, when compared with December 31, 2002 and 2001, respectively.

The Company seeks to reduce exposures to foreign currency transaction fluctuations through the use of forward exchange contracts. At September 30, 2003, these contracts amounted to \$40.4 million, and all but \$2.9 million mature within 2003. The Company does not hold or issue financial instruments for trading purposes, and it is the Company's policy to prohibit the use of derivatives for speculative purposes. Subsequent to September 30, 2003, the Company entered into a new \$25.1 million (15 million British pounds sterling) forward contract to replace an existing \$24.0 million (15 million British pounds sterling) forward contract that matured in October 2003. This contract was executed to hedge a net liability exposure in the U.K. This new contract will mature in November 2003, at which point the Company's exposure will be reassessed and a new contract will be executed to the extent necessary. Also, subsequent to September 30, 2003, the Company entered into three new euro-based forward contracts in an aggregate amount of \$47.9 million (41.2 million euros) to hedge foreign currency exposures on intercompany loans. These new contracts will mature in November 2003, at which point the Company's exposure will be reassessed and new contracts will be executed to the extent necessary.

Although the Company engages in forward exchange contracts and other hedging strategies to mitigate foreign exchange risk, hedging strategies may not be successful or may fail to offset the risk.

In addition, competitive conditions in the Company's manufacturing businesses may limit the Company's ability to increase product price in the face of adverse currency movements. Products manufactured in the United States for the domestic and export markets may be affected by the value of the U.S. dollar relative to

other currencies. Any long-term strengthening of the U.S. dollar could depress demand for these products and reduce sales and cause translation losses due to the revaluation of accounts payable, accounts receivable and other asset and liability accounts. Conversely, any long-term weakening of the U.S. dollar could improve demand for these products and increase sales and cause translation gains due to the revaluation of accounts payable, accounts receivable and other asset and liability accounts.

Negative economic conditions may adversely affect the ability of the Company's customers to meet their obligations to the Company on a timely basis and affect the valuation of the Company's assets.

If a downturn in the economy persists, it may adversely affect the ability of the Company's customers to meet their obligations to the Company on a timely basis and could result in additional bankruptcy filings by them. If customers are unable to meet their obligations on a timely basis, it could adversely impact the realizability of receivables, the valuation of inventories and the valuation of long-lived assets across the Company's businesses, as well as negatively affect the forecasts used in performing the Company's goodwill impairment testing under SFAS No. 142, "Goodwill and Other Intangible Assets." If management determines that goodwill or assets are impaired or that inventories or receivables cannot be realized at projected rates, the Company will be required to record a write-down in the period of determination, which will reduce net income for that period.

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A negative outcome on personal injury claims against the Company may adversely affect results of operations and financial condition.

The Company has been named as one of many defendants (approximately 90 or more in most cases) in legal actions alleging personal injury from exposure to airborne asbestos. As of September 30, 2003, there were approximately 39,830 open personal injury claims against the Company, of which approximately 1,090 were filed in the quarter ended September 30, 2003. In their suits, the plaintiffs have named as defendants many manufacturers, distributors and repairers of numerous types of equipment or products that may involve asbestos. Most of these complaints contain a standard claim for damages of \$20 million or more against the named defendants. As of September 30, 2003, the Company has obtained dismissal by stipulation, or summary judgment prior to trial, in all cases that have proceeded to trial (approximately 663 dismissals). The Company has not paid any amounts in settlement of these cases, with the exception of two settlements totaling less than \$10,000 paid by the insurance carrier prior to 1998. However, if the Company was found to be liable in any of these actions and the liability was to exceed the Company's insurance coverage, results of operations, cash flows and financial condition could be adversely affected. For more information concerning these litigations, see Note I, "Commitments and Contingencies – Other," in Part I, Item 1, Financial Statements.

The Company may lose customers or be required to reduce prices as a result of competition.

The industries in which the Company operates are highly competitive. The Company's manufacturing businesses compete with companies that manufacture similar products internationally. Certain international competitors export their products into the United States and sell them at lower prices due to lower labor costs and government subsidies for exports. Such prices may limit the prices the Company can charge for its products and services. Additionally, unfavorable foreign exchange rates can adversely impact the Company's ability to match the prices charged by foreign competitors. If the Company is unable to match the prices charged by foreign competitors, it may lose customers. The Company's strategy to overcome this competition includes Six Sigma cost reduction programs, international customer focus and the diversification, streamlining and consolidation of operations.

Increases in energy prices could increase the Company's operating costs and reduce its profitability.

Worldwide political and economic conditions, among other factors, may result in an increase in the volatility of energy costs, both on a macro basis and for the Company specifically. Historically, direct energy costs have approximated between 2.5% to 3.5% of the Company's revenue. To the extent that such costs cannot be passed to customers, operating income and results of operations may be adversely affected.

Federal excise tax liabilities related to the Company's completed five-ton truck contract may adversely affect its results of operations and cash flows.

The Company is currently involved in litigation with the IRS over the proper treatment under the Federal Excise Tax (FET) law of certain cargo truck models sold by the Company (under a 1986 contract) to the United States Army. The IRS claims that certain cargo trucks sold by the Company were taxable under the FET law. If the cargo trucks are ultimately held to be taxable, the net maximum liability for the Company would be \$5.8 million plus penalties and applicable interest estimated as of September 30, 2003 to be \$12.4 million and \$69.5 million, respectively (net of the Army's contribution of \$24.6 million toward payment of the tax).

If the Company does not prevail in this litigation, it could have a material adverse effect on the Company's quarterly or annual results of operations and cash flows. For more information concerning this litigation, see Note I, "Commitments and Contingencies — Federal Excise Tax and Other Matters Related to the Five-Ton Truck Contract," in Part I, Item 1, Financial Statements.

The Company is subject to various environmental laws and the success of existing or future environmental claims against it could adversely affect the Company's results of operations and cash flows.

The Company's operations are subject to various federal, state, local and foreign laws, regulations and ordinances relating to the protection of health, safety and the environment, including those governing discharges to air and water, handling and disposal practices for solid and hazardous wastes, the cleaning up of contaminated sites and the maintenance of a safe work place. These laws impose penalties, fines and other sanctions for non-compliance and liability for response costs, property damages and personal injury resulting from past and current spills, disposals or other releases of, or exposure to, hazardous materials. The Company could incur substantial costs as a result of non-

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compliance with or liability for cleanup or other costs or damages under these laws. The Company may be subject to more stringent environmental laws in the future, and compliance with more stringent environmental requirements may require the Company to make material expenditures or subject it to liabilities that the Company currently does not anticipate.

The Company is currently involved in a number of environmental remediation investigations and clean-ups and, along with other companies, has been identified as a “potentially responsible party” for certain waste disposal sites under the federal “Superfund” law. At several sites, the Company is currently conducting environmental remediation, and it is probable that the Company will agree to make payments toward funding certain other of these remediation activities. It also is possible that some of these matters will be decided unfavorably to the Company and that other sites requiring remediation will be identified. Each of these matters is subject to various uncertainties and financial exposure is dependent upon such factors as the continuing evolution of environmental laws and regulatory requirements, the availability and application of technology, the allocation of cost among potentially responsible parties, the years of remedial activity required and the remediation methods selected. The Company has evaluated its potential liability and the consolidated balance sheet at September 30, 2003 and December 31, 2002 includes an accrual of \$2.9 million and \$3.2 million, respectively, for environmental matters. The amounts charged against pre-tax earnings related to environmental matters totaled \$0.7 million and \$1.4 million for the first nine months of 2003 and 2002, respectively. The liability for future remediation costs is evaluated on a quarterly basis. Actual costs to be incurred at identified sites in future periods may be greater than the estimates, given inherent uncertainties in evaluating environmental exposures.

Restrictions imposed by the Company’s credit facilities and outstanding notes may limit the Company’s ability to obtain additional financing or to pursue business opportunities.

The Company’s credit facilities and certain notes payable agreements contain covenants requiring a minimum net worth of \$475 million and a maximum debt to capital ratio of 60%. These covenants limit the amount of debt the Company may incur, which could limit its ability to obtain additional financing or to pursue business opportunities. In addition, the Company’s ability to comply with these ratios may be affected by events beyond its control. A breach of any of these covenants or inability to comply with the required financial ratios could result in a default under these credit facilities. In the event of any default under these credit facilities, the lenders under those facilities could elect to declare all borrowings outstanding, together with accrued and unpaid interest and other fees, to be due and payable, which would cause an event of default under the notes. This could in turn trigger an event of default under the cross-default provisions of the Company’s other outstanding indebtedness. At September 30, 2003, the Company was in compliance with these covenants and \$339.8 million in indebtedness containing these covenants was outstanding.

Higher than expected claims under insurance policies, under which the Company retains a portion of risk, could adversely affect results of operations and cash flows.

The Company retains a significant portion of the risk for property, workers’ compensation, automobile, general and product liability losses. Reserves have been recorded which reflect the undiscounted estimated liabilities for ultimate losses including claims incurred but not reported. Inherent in these estimates are assumptions that are based on the Company’s history of claims and losses, a detailed analysis of existing claims with respect to potential value, and current legal and legislative trends in insurance law. At September 30, 2003 and December 31, 2002, the Company recorded liabilities of \$69.8 million and \$65.0 million, respectively, related to both asserted and unasserted insurance claims. If actual claims are higher than those projected by management, an increase to the Company’s insurance reserves may be required and would be recorded as a charge to income in the period the need for the change was determined. Conversely, if actual claims are lower than those projected by management, a decrease to the Company’s insurance reserves may be required and would be recorded as a reduction to expense in the period the need for the change was determined.

The seasonality of the Company’s business may cause its quarterly results to fluctuate.

The Company has historically generated the majority of its cash flows in the third and fourth quarters (periods ending September 30 and December 31). This is a direct result of traditionally higher sales and income during the second and third quarters (periods ending June 30 and September 30) of the year, as the Company’s business tends to follow seasonal patterns. If the Company is unable to successfully manage the cash flow and other effects of seasonality on the business, its results of operations may suffer.

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The Company’s cash flows and earnings are subject to changes in interest rates.

The Company’s total debt as of September 30, 2003 was \$642.8 million. Of this amount, approximately 21% had variable rates of interest and 79% had fixed rates of interest. The weighted average interest rate of total debt was approximately 5.7%. At current debt levels, a one-percentage increase/decrease in variable interest rates would increase/decrease interest expense by approximately \$1.3 million per year.

The future financial impact on the Company associated with the above risks cannot be estimated.

ITEM 4. CONTROLS AND PROCEDURES

The Company’s management, including the Chief Executive Officer and Chief Financial Officer, has conducted an evaluation of the effectiveness of disclosure controls and procedures as of September 30, 2003. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the disclosure

controls and procedures are effective. There have been no significant changes in internal controls, or in factors that could significantly affect internal controls, subsequent to the date of their evaluation.

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PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information on legal proceedings is included under Part I, Item 1, Note I, "Commitments and Contingencies" and is incorporated in this Item by reference.

ITEM 5. OTHER INFORMATION

DIVIDEND INFORMATION

On September 23, 2003, the Board of Directors declared a quarterly cash dividend of 26.25 cents per share, payable November 17, 2003, to shareholders of record on October 15, 2003.

ITEM 6(a). EXHIBITS

Listing of Exhibits filed with Form 10-Q:

<u>Exhibit Number</u>	<u>Data Required</u>	<u>Location</u>
4	Second Supplemental Indenture, dated as of September 12, 2003, by and between Harsco Corporation and J.P. Morgan Chase Bank, as Trustee	Exhibit
10 (a)	364-Day Credit Agreement	Exhibit
10 (b)	Amendment No. 2 dated as of August 15, 2003, to the Five Year Credit Agreement dated as of September 29, 2000	Exhibit
10 (c)	Amendment No. 1 dated as of September 27, 2002, to the Five-Year Credit Agreement dated as of September 29, 2000	Exhibit
31 (a)	Certification Pursuant to Rule 13a-14(a) and 15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Exhibit
31 (b)	Certification Pursuant to Rule 13a-14(a) and 15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Exhibit
32 (a)	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Exhibit
32 (b)	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Exhibit

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PART II — OTHER INFORMATION

ITEM 6(b). REPORTS ON FORM 8-K

During the third quarter 2003 (and thereafter to the date hereof), the Company furnished to the Commission the following reports on Form 8-K under Item 5:

- (1) A Form 8-K dated September 8, 2003, announcing the public offering of \$150 million of 5.125% Senior Notes due September 15, 2013.

During the third quarter 2003 (and thereafter to the date hereof), the Company furnished to the Commission the following reports on Form 8-K under Item 12:

- (1) A Form 8-K dated July 24, 2003, furnishing a copy of the press release announcing the Company's second quarter 2003 earnings;

(2) A Form 8-K dated October 23, 2003, furnishing a copy of the press release announcing the Company's third quarter 2003 earnings;

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SIGNATURES

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

HARSCO CORPORATION

(Registrant)

DATE November 13, 2003

/S/ Salvatore D. Fazzolari

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

DATE November 13, 2003

/S/ Stephen J. Schnoor

Stephen J. Schnoor
Vice President and Controller

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THIS SECOND SUPPLEMENTAL INDENTURE, dated as of the 12th 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, 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 September 15, 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: /s/ Salvatore D. Fazzolari

Title: Senior Vice President, Chief
Financial Officer and Treasurer

JPMORGAN CHASE BANK, AS TRUSTEE

By: /s/ Kathleen Perry

Title: Vice President

[Form of Note]

Amended and Restated 364-Day Credit Agreement

Dated as of September 29, 2000

As Amended and Restated as of September 28, 2001, and
September 27, 2002, and as further Amended
and Restated as of August 14, 2003

Among

HARSCO CORPORATION,

THE LENDERS NAMED HEREIN

and

JPMORGAN CHASE BANK,
as Administrative Agent

J.P. MORGAN SECURITIES INC.,
as Lead Arranger and Sole Bookrunner

CITIBANK, N.A.,
SUNTRUST BANK,
BANK OF TOKYO-MITSUBISHI TRUST COMPANY and
THE ROYAL BANK OF SCOTLAND PLC,
as Co-Syndication Agents

[CS&M #6701-123]

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AMENDED AND RESTATED 364-DAY CREDIT AGREEMENT dated as of September 29, 2000, as amended and restated as of September 28, 2001, and September 27, 2002, and as further amended and restated as of August 14, 2003 (as amended, supplemented, extended, replaced or otherwise modified from time to time, the "Agreement") among HARSCO CORPORATION, a Delaware corporation (the "Company"), the lenders listed in Schedule 2.01 (the "Lenders"), and JPMORGAN CHASE BANK, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

The Company and certain Lenders entered into the 364-Day Credit Agreement dated as of September 29, 2000, as amended and restated as of September 28, 2001, and September 27, 2002 (the "Original Agreement"). The Company has requested that the Lenders agree to amend and restate the Original Agreement in the form of this Agreement in order to enable the Company to borrow Standby Loans (such term and all other capitalized terms not otherwise defined have the meanings assigned to them in Article I hereof) on a standby revolving credit basis from time to time during the Availability Period in an aggregate principal amount at any time outstanding not in excess of \$131,250,000 (less the aggregate principal amount of all outstanding Competitive Loans at such time). The Company has also requested the Lenders to provide a procedure pursuant to which the Company may invite the Lenders to bid on an uncommitted basis on short-term borrowings by the Company. The proceeds of all such borrowings are to be used for general corporate purposes, including commercial paper backup. The Lenders are willing to extend such credit to the Company on the terms and subject to the conditions herein set forth.

Accordingly, the Company, the Lenders and the Administrative Agent agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

"ABR Borrowing" shall mean a Borrowing comprised of ABR Loans.

"ABR Loan" shall mean any Standby Loan bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II.

"Accession Agreement" shall mean an Accession Agreement substantially in the form of Exhibit F among a Prospective Lender, the Company and the Administrative Agent.

"Adjusted LIBO Rate" shall mean, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Fees" shall have the meaning assigned to such term in Section 2.06(b).

"Administrative Questionnaire" shall mean an Administrative Questionnaire in the form of Exhibit B hereto.

"Affiliate" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

"Alternate Base Rate" shall mean, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. For purposes hereof, "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective. "Federal Funds Effective Rate" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the first sentence of this definition until the circumstances giving rise to such inability no longer exist.

"Alternative Currency" shall mean (a) Euros and Sterling and (b) any other freely available currency which is freely transferable and freely convertible into Dollars and in which dealings in deposits are carried on in the London or other interbank market, which shall be requested by a Borrower in respect of an Alternative Currency Borrowing and approved by each Lender making an Alternative Currency Loan comprising a part of such Borrowing.

"Alternative Currency Borrowing" shall mean a Borrowing comprised of Alternative Currency Loans. All Alternative Currency Borrowings shall be Eurocurrency Borrowings.

"Alternative Currency Equivalent" shall mean, with respect to any amount of Dollars on any date in relation to any specified Alternative Currency, the amount of such specified Alternative Currency that may be purchased with such amount of Dollars at the Spot Exchange Rate with respect to Dollars on such date. The term "Alternative Currency Equivalent" may be preceded by a reference to an Alternative Currency (e.g., "EUR Alternative Currency Equivalent"), in which case the Alternative Currency so referenced shall be the "specified" Alternative Currency.

"Alternative Currency Loan" shall mean any Loan denominated in an Alternative Currency.

"Applicable Margin" shall mean on any date, (A) with respect to ABR Loans, 0% and (B) with respect to Eurocurrency Loans, the applicable spreads set forth below based upon the ratings applicable on such date to senior, unsecured, non-credit enhanced, long-term indebtedness of the Company for borrowed money ("Index Debt"):

	Eurocurrency Loan Spread

Category 1	

A or higher by S & P; A2 or higher by Moody's	.240%

Category 2	

A- by S & P; A3 by Moody's	.330%

Category 3	

BBB+ by S & P; Baa1 by Moody's	.410%

Category 4	

BBB by S & P; Baa2 by Moody's	.500%

Category 5	

BBB- by S & P; Baa3 by Moody's	.600%

Category 6	

BB+ or lower by S & P; Ba1 or lower by Moody's	.800%

For purposes of determining the Applicable Margin for Eurocurrency Loans, (a) if either Moody's or S&P shall not have in effect a rating for Index Debt (other than because such rating agency shall no longer be in the business of rating corporate debt obligations), then

such rating agency will be deemed to have established a rating for Index Debt in Category 6; (b) if the ratings established or deemed to have been established by Moody's and S&P shall fall within different Categories, the Applicable Margin shall be determined by reference to the higher (or numerically lower) Category unless one of the ratings is two or more Categories lower (or numerically higher) than the other, in which case the Applicable Margin shall be determined by reference to the Category next above that of the lower of the two ratings; and (c) if any rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of either Moody's or S&P), such change shall be effective as of the date on which such change is first announced by the rating agency making such change. Each change in the Applicable Margin shall apply to all Eurocurrency Loans and ABR Loans that are outstanding at any time during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of either Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend the references to specific ratings in this definition to reflect such changed rating system or the nonavailability of ratings from such rating agency.

"Applicable Percentage" shall mean, with respect to any Lender at any time, the percentage of the Total Commitment represented by such Lender's Commitment at such time.

"Approved Borrower" shall mean any wholly owned Subsidiary of the Company as to which a Designation Letter shall have been delivered to the Administrative Agent in accordance with Section 2.21 hereof and as to which a Termination Letter shall not have been delivered to the Administrative Agent.

"Assigned Dollar Value" shall mean, in respect of any Borrowing denominated in an Alternative Currency, the Dollar Equivalent thereof determined based upon the applicable Spot Exchange Rate as of the Denomination Date for such Borrowing.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in the form of Exhibit C or such other form as shall be approved by the Administrative Agent.

"Availability Period" shall mean the period from and including the Restatement Date to but excluding the earlier of the Termination Date and the date of termination of the Commitments.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Borrowers" shall mean the Company and each Approved Borrower.

"Borrowing" shall mean a group of Loans of a single Type made by the Lenders (or, in the case of a Competitive Borrowing, by the Lender or Lenders whose Competitive Bids have been accepted pursuant to Section 2.03).

"Borrowing Minimum" shall mean (a) in the case of a Standby Borrowing denominated in Dollars, \$10,000,000 and (b) in the case of a Standby Borrowing denominated in any Alternative Currency, the smallest amount of such Alternative Currency that has a Dollar Equivalent in excess of \$10,000,000.

"Borrowing Multiple" shall mean (a) in the case of a Borrowing denominated in Dollars, \$1,000,000 and (b) in the case of a Borrowing denominated in any Alternative Currency, 1,000,000 units (or, in the case of Sterling, 500,000 units) of such currency.

"Business Day" shall mean any day (other than a day which is a Saturday, Sunday or legal holiday in the State of New York) on which banks are open for business in New York City; provided, however, that (a) when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in deposits in the applicable currency in the London interbank market, (b) when used in connection with a Loan denominated in Euro, the term "Business Day" shall also exclude any day on which the TARGET payment system is not open for the settlement of payments in Euro.

"Capital Lease Obligations" of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

A "Change in Control" shall be deemed to have occurred if (a) any person or group (within the meaning of Rule 13d-5 of the Securities and Exchange Commission as in effect on the date hereof) shall own directly or indirectly, beneficially or of record, shares representing more than 20% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Company; or (b) a majority of the seats (other than vacant seats) on the board of directors of the Company shall at any time have been occupied by persons who were neither (i) nominated by the board of directors of the Company, nor (ii) appointed by directors so nominated; or (c) any person or group shall otherwise directly or indirectly Control the Company.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Committed Credit Exposure" shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount at such time of all outstanding Standby Loans of such Lender denominated in Dollars, plus (b) the Assigned Dollar Value at such time of the aggregate principal amount at such time of all outstanding Standby Loans of such Lender that are Alternative Currency Loans.

"Commitment" shall mean, with respect to each Lender, the commitment of such Lender hereunder as set forth in Schedule 2.01 hereto, as such Lender's Commitment may be permanently terminated, reduced or increased from time to time pursuant to Section 2.11 or Section 2.22.

"Competitive Bid" shall mean an offer by a Lender to make a Competitive Loan pursuant to Section 2.03.

"Competitive Bid Accept/Reject Letter" shall mean a notification made by a Borrower pursuant to Section 2.03(d) in the form of Exhibit A-4.

"Competitive Bid Rate" shall mean, as to any Competitive Bid made by a Lender pursuant to Section 2.03(b), (i) in the case of a Eurocurrency Loan, the Competitive Margin, and (ii) in the case of a Fixed Rate Loan, the fixed rate of interest offered by the Lender making such Competitive Bid.

"Competitive Bid Request" shall mean a request made pursuant to Section 2.03 in the form of Exhibit A-1.

"Competitive Borrowing" shall mean a borrowing consisting of a Competitive Loan or concurrent Competitive Loans from the Lender or Lenders whose Competitive Bids for such Borrowing have been accepted by a Borrower under the bidding procedure described in Section 2.03.

"Competitive Loan" shall mean a loan from a Lender to a Borrower pursuant to the bidding procedure described in Section 2.03. Each Competitive Loan shall be a Eurocurrency Competitive Loan or a Fixed Rate Loan.

"Competitive Margin" shall mean, as to any Eurocurrency Competitive Loan, the margin (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places) to be added to or subtracted from the LIBO Rate in order to determine the interest rate applicable to such Loan, as specified in the Competitive Bid relating to such Loan.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto.

"Default" shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

"Denomination Date" shall mean, in relation to any Alternative Currency Borrowing, the date that is three Business Days before the date such Borrowing is made.

"Designation Letter" shall have the meaning assigned to such term in Section 2.21.

"Dollar Equivalent" shall mean, with respect to an amount of any Alternative Currency on any date, the amount of Dollars that may be purchased with such amount of such Alternative Currency at the Spot Exchange Rate with respect to such Alternative Currency on such date.

"Dollars" or "\$" shall mean lawful money of the United States of America.

"Domestic Subsidiaries" shall mean any Subsidiary organized or incorporated under the laws of one of the States of the United States of America, the laws of the District of Columbia or the Federal laws of the United States of America.

"Effective Date" shall mean September 29, 2000, the date of effectiveness of the Original Agreement.

"EMU Legislation" means the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the presence, management or release of Hazardous Materials or to health and safety matters.

"Environmental Liability" means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs, (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) that is a member of a group of which the Company is a member and which is treated as a single employer under Section 414 of the Code.

"Euro" means the single currency of the European Union as constituted by the treaty on European Union.

"Eurocurrency Borrowing" shall mean a Borrowing comprised of Eurocurrency Loans.

"Eurocurrency Competitive Borrowing" shall mean a Competitive Borrowing comprised of Eurocurrency Competitive Loans.

"Eurocurrency Competitive Loan" shall mean any Competitive Loan bearing interest at a rate determined by reference to the LIBO Rate in accordance with the provisions of Article II.

"Eurocurrency Loan" shall mean any Eurocurrency Competitive Loan or Eurocurrency Standby Loan.

"Eurocurrency Standby Borrowing" shall mean a Standby Borrowing comprised of Eurocurrency Standby Loans.

"Eurocurrency Standby Loan" shall mean any Standby Loan bearing interest at a rate determined by reference to the LIBO Rate in accordance with the provisions of Article II.

"Event of Default" shall have the meaning assigned to such term in Article VII.

"Facility Fee" shall have the meaning assigned to such term in Section 2.06(a).

"Facility Fee Percentage" shall mean on any date, the applicable percentage set forth below based upon the ratings applicable on such date to the Company's Index Debt:

	Facility Fee Percentage
Category 1 ----- A or higher by S & P; A2 or higher by Moody's	.060%
Category 2 ----- A- by S & P; A3 by Moody's	.070%
Category 3 ----- BBB+ by S & P; Baa1 by Moody's	.090%
Category 4 ----- BBB by S & P; Baa2 by Moody's	.125%
Category 5 ----- BBB- by S & P; Baa3 by Moody's	.150%
Category 6 ----- BB+ or lower by S & P; Ba1 or lower by Moody's	.200%

For purposes of the foregoing, (a) if either Moody's or S&P shall not have in effect a rating for Index Debt (other than because such rating agency shall no longer be in the business of rating corporate debt obligations), then such rating agency will be deemed to have established a rating for Index Debt in Category 6; (b) if the ratings established or deemed to have been established by Moody's and S&P shall fall within different Categories, the Facility Fee Percentage shall be determined by reference to the higher (or numerically lower) Category unless one of the ratings is two or more categories lower (or numerically higher) than the other, in which case the Facility Fee Percentage shall be determined by reference to the Category next above that of the lower of the two ratings; and (c) if any rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of either Moody's or S&P), such change shall be effective as of the date on which such change is first announced by the rating agency making such change. Each change in the Facility Fee Percentage shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of either Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend the references to specific ratings in this definition to reflect such changed rating system or the non-availability of ratings from such rating agency.

"Fees" shall mean the Administrative Fees, the Facility Fee and the Utilization Fee.

"Financial Officer" of any corporation shall mean the Chief Financial Officer, principal accounting officer, Treasurer or Controller of such corporation.

"Five-Year Credit Agreement" shall mean the Five-Year Credit Agreement dated as of September 29, 2000 (as amended, supplemented, extended, replaced or otherwise modified from time to time) among the Company, the lenders thereunder and the Administrative Agent.

"Fixed Rate Borrowing" shall mean a Borrowing comprised of Fixed Rate Loans.

"Fixed Rate Loan" shall mean any Competitive Loan bearing interest at a fixed percentage rate per annum (expressed in the form of a decimal to no more than four decimal places) specified by the Lender making such Loan in its Competitive Bid.

"GAAP" shall mean United States generally accepted accounting principles, applied on a basis consistent with the financial statements referred to in Section 3.02.

"Governmental Authority" shall mean any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"Guarantee" of or by any person shall mean any obligation, contingent or otherwise, of such person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; provided, however, that the term Guarantee shall not include endorsements for collection or deposit, in either case in the ordinary course of business.

"Guarantor" shall mean the Company in its capacity as the guarantor under Section 9.01.

"Hazardous Materials" shall mean (A) petroleum products and byproducts, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, chlorofluorocarbons and all other ozone-depleting substances; or (B) any chemical, material, substance, waste, pollutant or contaminant that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"Indebtedness" of any person shall mean, without duplication, (a) all obligations of such person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person upon which interest charges are customarily paid, (d) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (e) all obligations of such person issued or assumed as the deferred purchase price of property or services, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such person of Indebtedness of others,

(h) all Capital Lease Obligations of such person, (i) all obligations of such person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements and (j) all obligations of such person as an account party in respect of letters of credit and bankers' acceptances; provided, however, that Indebtedness shall not include trade accounts payable in the ordinary course of business. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner.

"Index Debt" shall have the meaning given such term under Applicable Margin.

"Interest Payment Date" shall mean, with respect to any Loan, the last day of each Interest Period applicable thereto and, in the case of a Eurocurrency Loan with an Interest Period of more than three months' duration or a Fixed Rate Loan with an Interest Period of more than 90 days' duration, each day that would have been an Interest Payment Date for such Loan had successive Interest Periods of three months' duration or 90 days duration, as the case may be, been applicable to such Loan and, in addition, the date of any refinancing of such Loan with a Loan of a different Type.

"Interest Period" shall mean (a) as to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter, as the applicable Borrower may elect, (b) as to any ABR Borrowing, the period commencing on the date of such Borrowing and ending on the earlier of (i) the next succeeding day which shall be the last day of any March, June, September or December and (ii) the Maturity Date and (c) as to any Fixed Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date specified in the Competitive Bids in which the offer to make the Fixed Rate Loans comprising such Borrowing were extended, which shall not be earlier than seven days after the date of such Borrowing or later than 360 days after the date of such Borrowing; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of Eurocurrency Loans only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"LIBO Rate" shall mean, with respect to any Eurocurrency Borrowing for any Interest Period, (i) the interest rate per annum for deposits for a maturity most nearly comparable to such Interest Period in the currency in which such Borrowing is denominated which appears on the Bloomberg's British Banker's Association rate page as of 11:00 a.m., London time, on the Quotation Day for such Interest Period or, if such a rate does not appear on the Bloomberg's British Banker's Association rate page, (ii) an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the rate at which deposits in the currency in which such Borrowing is denominated approximately equal in principal amount to the Loan of the Administrative Agent, in its capacity as a Lender (or, if the Administrative Agent is not a Lender in respect of such

Borrowing, then the Loan of the Lender in respect of such Borrowing with the greatest Loan amount), included in such Eurocurrency Borrowing and for a maturity comparable to such Interest Period are offered to the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, on Quotation Day for such Interest Period.

"Lien" shall mean with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan" shall mean any Competitive Loan or Standby Loan.

"Loan Documents" shall mean this Agreement and the Fee Letters dated August 14, 2000, September 7, 2001, August 29, 2002, and July 8, 2003, among the Administrative Agent, J.P. Morgan Securities Inc. and the Company.

"Margin Stock" shall have the meaning given such term under Regulation U.

"Material Adverse Change" or "Material Adverse Effect" shall mean (a) a materially adverse change in, or a materially adverse effect on, the business, assets, operations, performance, prospects or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole or (b) a material impairment of the ability of the Company or any Approved Borrower to perform any of its respective obligations under any Loan Document to which it is or becomes a party.

"Maturity Date" shall mean the first anniversary of the Termination Date.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Company or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Net Income" shall mean, for any period for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), net income for such period.

"Net Worth" shall mean, as at any date, the sum for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) of the following:

(a) the amount of common stock; plus

(b) the amount of any preferred stock that does not have any requirement for the Company to purchase, redeem, retire or otherwise acquire the same; plus

(c) the amount of additional paid-in capital and retained earnings (or, in the case of an additional paid-in capital or retained earnings deficit, minus the amount of such deficit); plus

(d) cumulative translation adjustments (or, in the case of negative adjustments, minus the amount of such adjustments); plus

(e) cumulative pension liability adjustments (or, in the case of negative adjustments, minus the amount of such adjustments); minus

(f) the cost of treasury stock.

"Obligation Currency" shall have the meaning assigned to such term in Section 10.13.

"Original Agreement" shall have the meaning given to such term in the recitals hereto.

"Other Taxes" shall have the meaning assigned to such term in Section 2.19(b).

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"person" shall mean any natural person, corporation, business trust, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

"Plan" shall mean any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code which is maintained for current or former employees, or any beneficiary thereof, of the Company or any ERISA Affiliate.

"Prospective Lender" shall have the meaning assigned to such term in Section 2.22.

"Quotation Day" means, with respect to any Eurocurrency Borrowing and any Interest Period, the day on which it is market practice in the relevant interbank market for prime banks to give quotations for deposits in the currency of such Borrowing for delivery on the first day of such Interest Period. If such quotations would normally be given by prime banks on more than one day, the Quotation Day will be the last of such days.

"Register" shall have the meaning given such term in Section 10.04(d).

"Regulation D" shall mean Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Reportable Event" shall mean any reportable event as defined in Section 4043(b) of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414).

"Required Lenders" shall mean, at any time, Lenders having Commitments representing a majority of the Total Commitment or, for purposes of acceleration pursuant to clause (ii) of Article VII, Lenders holding Loans representing a majority of the aggregate principal amount of the Loans outstanding. For purposes of determining the Required Lenders, any Loans denominated in an Alternative Currency shall be translated into Dollars at the Spot Exchange Rate in effect on the applicable Denomination Date.

"Responsible Officer" of any corporation shall mean any executive officer or Financial Officer of such corporation and any other officer or similar official thereof responsible for the administration of the obligations of such corporation in respect of this Agreement.

"Restatement Date" shall mean the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.08).

"S&P" shall mean Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies Inc.

"Spot Exchange Rate" shall mean, on any day, (a) with respect to any Alternative Currency, the spot rate at which Dollars are offered on such day by JPMorgan Chase Bank in London for such Alternative Currency at approximately 11:00 a.m. (London time), and (b) with respect to Dollars in relation to any specified Alternative Currency, the spot rate at which such specified Alternative Currency is offered on such day by JPMorgan Chase Bank in London for Dollars at approximately 11:00 a.m. (London time). For purposes of determining the Spot Exchange Rate in connection with an Alternative Currency Borrowing, such Spot Exchange Rate shall be determined as of the Denomination Date for such Borrowing with respect to transactions in the applicable Alternative Currency that will settle on the date of such Borrowing.

"Standby Borrowing" shall mean a borrowing consisting of simultaneous Standby Loans from each of the Lenders.

"Standby Borrowing Request" shall mean a request made pursuant to Section 2.04 in the form of Exhibit A-5.

"Standby Loan" shall mean a revolving loan made by a Lender pursuant to Section 2.04. Each Standby Loan shall be a Eurocurrency Standby Loan or an ABR Loan.

"Statutory Reserve Rate" shall mean, with respect to any currency, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset or similar percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the United States or of the jurisdiction of such currency or any jurisdiction in which Loans in such currency are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in such currency or by reference to which interest rates applicable to Loans in such currency are determined. Such reserve, liquid asset or similar percentages shall include those imposed pursuant to Regulation D. Eurocurrency Loans shall be deemed to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Sterling" or "GBP" shall mean lawful money of the United Kingdom.

"subsidiary" shall mean, with respect to any person (herein referred to as the "parent"), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, Controlled or held, or (b) which is, at the time any determination is made, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" shall mean any subsidiary of the Company.

"Taxes" shall have the meaning assigned to such term in Section 2.19(a).

"Termination Date" shall mean August 12, 2004

"Total Capital" shall mean, at any time, Net Worth plus Total Debt.

"Total Commitment" shall mean, at any time, the aggregate amount of the Commitments, as in effect at such time.

"Total Debt" shall mean, at any time, the aggregate outstanding principal amount of all Indebtedness of the Company and its Subsidiaries at such time (other than Indebtedness described in clause (i) or (j) of the definition of the term "Indebtedness")

determined on a consolidated basis (without duplication) in accordance with GAAP; provided that the term "Total Debt" shall include any preferred stock that provides for the mandatory purchase, retirement, redemption or other acquisition of the same by the Company or any Subsidiary (other than preferred stock held by the Company or any Subsidiary).

"Transferee" shall have the meaning assigned to such term in Section 2.19(a).

"Transactions" shall mean the execution, delivery and performance by the Company of this Agreement, the execution and delivery by the Company and the Approved Borrowers of each Designation Letter, the borrowing of Loans and the use of the proceeds thereof.

"Type", when used in respect of any Loan or Borrowing, shall refer to the rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined and the currency in which such Loan or the Loans comprising such Borrowings are denominated. For purposes hereof, "rate" shall include the LIBO Rate, the Alternate Base Rate and the Fixed Rate, and "currency" shall include Dollars and any Alternative Currency permitted hereunder.

"Utilization Fee" shall have the meaning assigned to such term in Section 2.06(c).

"Utilization Fee Percentage" shall mean on any date, the applicable percentage set forth below based upon the ratings applicable on such date to the Company's Index Debt:

	Utilization Fee Percentage
Category 1 A or higher by S & P; A2 or higher by Moody's	.125%
Category 2 A- by S & P; A3 by Moody's	.125%
Category 3 BBB+ by S & P; Baa1 by Moody's	.125%
Category 4 BBB by S & P; Baa2 by Moody's	.250%
Category 5 BBB- by S & P; Baa3 by Moody's	.250%
Category 6 BB+ or lower by S & P; Ba1 or lower by Moody's	.250%

For purposes of the foregoing, (a) if either Moody's or S&P shall not have in effect a rating for Index Debt (other than because such rating agency shall no longer be in the business of rating corporate debt obligations), then such rating agency will be deemed to have established a rating for Index Debt in Category 6; (b) if the ratings established or deemed to have been established by Moody's and S&P shall fall within different Categories, the Utilization Fee Percentage shall be determined by reference to the higher (or numerically lower) Category unless one of the ratings is two or more categories lower (or numerically higher) than the other, in which case the Utilization Fee Percentage shall be determined by reference to the Category next above that of the lower of the two ratings; and (c) if any rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of either Moody's or S&P), such change shall be effective as of the date on which such change is first announced by the rating agency making such change. Each change in the Utilization Fee Percentage shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of either Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend the references to specific ratings in this definition to reflect such changed rating system or the non-availability of ratings from such rating agency.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

All references herein to the "date of this Agreement" or the "date hereof" shall be deemed to refer to August 14, 2003, except that all such references in Article VI shall be deemed to refer to September 29, 2000. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, however, that if the Company notifies the Administrative Agent that the Company wishes to amend any covenant in Article VI or any related definition to eliminate the effect of any change in GAAP occurring after the date of this Agreement on the operation of such covenant (or if the Administrative Agent notifies the Company that the Required Lenders wish to amend Article VI or any related definition for such purpose), then the Company's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Required Lenders.

SECTION 1.03. Redenomination of Certain Alternative Currencies. (a) Each obligation of any party to this Agreement to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the date hereof shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the London Interbank Market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent in consultation with the Company may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

ARTICLE II

The Credits

SECTION 2.01. Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly, to make Standby Loans to the Borrowers from time to time during the Availability Period, in Dollars or one or more Alternative Currencies (as specified in the Borrowing Requests with respect thereto), in an aggregate principal amount at any time outstanding that will not result in such Lender's Committed Credit Exposure exceeding such Lender's Commitment, subject, however, to the conditions that (i) at no time shall (A) the sum of (I) the aggregate Committed Credit Exposure of all the

Lenders, plus (II) the outstanding aggregate principal amount or Assigned Dollar Value of all Competitive Loans made by all Lenders, exceed (B) the Total Commitment and (ii) at all times the outstanding aggregate principal amount of all Standby Loans made by each Lender shall equal such Lender's Applicable Percentage of the outstanding aggregate principal amount of all Standby Loans made pursuant to Section 2.04. Each Lender's Commitment is set forth opposite its name in Schedule 2.01. Such Commitments may be terminated, reduced or increased from time to time pursuant to Section 2.11. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, pay or prepay and reborrow Standby Loans.

(b) For purposes of paragraph (a) above, if the Dollar Equivalent of an outstanding Borrowing denominated in an Alternative Currency, determined by the Administrative Agent based upon the applicable Spot Exchange Rate as of the date that is three Business days before the end of the Interest Period with respect to such Borrowing, does not exceed by more than 5% the Assigned Dollar Value of such Borrowing, and if the entire amount of such Borrowing is to be refinanced with a new Borrowing of equivalent amount in the same currency and by the same Borrower, then such Borrowing shall continue to have the same Assigned Dollar Value as in effect prior to such refinancing. The Administrative Agent shall determine the applicable Spot Exchange Rate as of the date three Business days before the end of an Interest Period with respect to a Borrowing denominated in an Alternative Currency and shall promptly notify the Company and the Lenders whether the Dollar Equivalent of such Borrowing exceeds by more than 5% the Assigned Dollar Value thereof.

(c) In the event that any Borrower wishes to make a Borrowing in any Alternative Currency other than Euros or Sterling, such Borrowing shall be made as a Competitive Borrowing.

SECTION 2.02. Loans. (a) Each Standby Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; provided, however, that the failure of any Lender to make any Standby Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03. The Competitive Loans and Standby Loans comprising any Borrowing shall be in (i) an aggregate principal amount which is not less than the Borrowing Minimum and an integral multiple of the Borrowing Multiple or (ii) an aggregate principal amount equal to the remaining balance of the available applicable Commitments.

(b) Each Competitive Borrowing shall be comprised entirely of Eurocurrency Competitive Loans or Fixed Rate Loans, and each Standby Borrowing shall be comprised entirely of Eurocurrency Standby Loans or ABR Loans, as the Borrowers may request pursuant to Section 2.03 or 2.04, as applicable. Each Lender may at its option make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the

obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; provided, however, that none of the Borrowers shall be entitled to request any Borrowing which, if made, would result in an aggregate of more than ten separate Standby Loans of any Lender being outstanding hereunder at any one time. For purposes of the foregoing, Borrowings having different Interest Periods or denominated in different currencies, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Subject to Section 2.05, each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer to such account as the Administrative Agent may designate in federal funds (in the case of any Loan denominated in Dollars) or such other immediately available funds as may then be customary for the settlement of international transactions in the relevant currency not later than 11:00 a.m., New York City time, in the case of fundings to an account in New York City, or 11:00 a.m., local time, in the case of fundings to an account(s) in another jurisdiction, and the Administrative Agent shall by 12:00 (noon), New York City time, in the case of fundings to (an) account(s) in New York City, or 12:00 (noon), local time, in the case of fundings to an account(s) in another jurisdiction, credit the amounts so received to an account(s) designated by the applicable Borrower in the applicable Borrowing Request, which account(s) must be in the country of the currency of the Loan (it being understood that the funding may be for the credit of an account outside such country) or in a country that is a member of the European Union, in the case of Borrowings denominated in Euros, or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders. Competitive Loans shall be made by the Lender or Lenders whose Competitive Bids therefor are accepted pursuant to Section 2.03 in the amounts so accepted and Standby Loans shall be made by the Lenders pro rata in accordance with Section 2.16. Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with this paragraph (c) and the Administrative Agent may, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount in the required currency. If the Administrative Agent shall have so made funds available then to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and the applicable Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon in such currency, for each day from the date such amount is made available to the applicable Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of the Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds in the relevant currency (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(d) Notwithstanding any other provision of this Agreement, none of the Borrowers shall be entitled to request any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Competitive Bid Procedure. (a) In order to request Competitive Bids, a Borrower shall hand deliver or telecopy to the Administrative Agent a duly completed Competitive Bid Request in the form of Exhibit A-1 hereto, to be received by the Administrative Agent (i) in the case of a Eurocurrency Competitive Borrowing, not later than 11:00 a.m., New York City time (or, if the Bid Request is delivered or telecopied to the Administrative Agent in London, 10:00 a.m., London time), four Business days before a proposed Competitive Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, one Business Day before a proposed Competitive Borrowing. No ABR Loan shall be requested in, or made pursuant to, a Competitive Bid Request. A Competitive Bid Request that does not conform substantially to the format of Exhibit A-1 may be rejected in the Administrative Agent's sole discretion, and the Administrative Agent shall promptly notify the applicable Borrower of such rejection by telecopier. Such request shall in each case refer to this Agreement and specify (A) whether the Borrowing then being requested is to be a Eurocurrency Borrowing or a Fixed Rate Borrowing, (B) the date of such Borrowing (which shall be a Business Day), (C) the aggregate principal amount of such Borrowing, (D) the currency of such Borrowing and (E) the Interest Period with respect thereto (which may not end after the Maturity Date). If no election as to the currency of Borrowing is specified in any Competitive Bid Request, then the applicable Borrower shall be deemed to have requested Borrowings in Dollars. Promptly after its receipt of a Competitive Bid Request that is not rejected as aforesaid, the Administrative Agent shall invite by telecopier (in the form set forth in Exhibit A-2 hereto) the Lenders to bid, on the terms and conditions of this Agreement, to make Competitive Loans pursuant to the Competitive Bid Request.

(b) Each Lender may, in its sole discretion, make one or more Competitive Bids to a Borrower responsive to a Competitive Bid Request. Each Competitive Bid by a Lender must be received by the Administrative Agent via telecopier, in the form of Exhibit A-3 hereto, (i) in the case of a Eurocurrency Competitive Borrowing not later than 11:00 a.m., New York City time (or, if the Competitive Bid is delivered or telecopied to the Administrative Agent in London, 10:00 a.m., London time), three Business days before a proposed Competitive Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, on the day of a proposed Competitive Borrowing. Multiple bids will be accepted by the Administrative Agent. Competitive Bids that do not conform substantially to the format of Exhibit A-3 may be rejected by the Administrative Agent after conferring with, and upon the instruction of, the applicable Borrower, and the Administrative Agent shall notify the Lender making such nonconforming bid of such rejection as soon as practicable. Each Competitive Bid shall refer to this Agreement and specify (A) the principal amount (which (x) shall be in a minimum principal amount or Assigned Dollar

Value of \$5,000,000 and (except in the case of Alternative Currency Borrowings) in an integral multiple of \$1,000,000, (y) shall be expressed in Dollars or, in the case of an Alternative Currency Borrowing, in both the Alternative Currency and the Assigned Dollar Value thereof and (z) may equal the entire principal amount of the Competitive Borrowing requested by the Borrower) of the Competitive Loan or Loans that the Lender is willing to make to the applicable Borrower, (B) the Competitive Bid Rate or Rates at which the Lender is prepared to make the Competitive Loan or Loans and (C) the Interest Period and the last day thereof. If any Lender shall elect not to make a Competitive Bid, such Lender shall so notify the Administrative Agent by telecopier (I) in the case of Eurocurrency Competitive Loans, not later than 11:00 a.m., New York City time (or, if the notice is delivered or telecopied to the Administrative Agent in London, 10:00 a.m., London time), three Business days before a proposed Competitive Borrowing, and (II) in the case of Fixed Rate Loans, not later than 11:00 a.m., New York City time, on the day of a proposed Competitive Borrowing; provided, however, that failure by any Lender to give such notice shall not cause such Lender to be obligated to make any Competitive Loan as part of such Competitive Borrowing. A Competitive Bid submitted by a Lender pursuant to this paragraph (b) shall be irrevocable.

(c) The Administrative Agent shall promptly notify the applicable Borrower by telecopier of all the Competitive Bids made, the Competitive Bid Rate and the principal amount of each Competitive Loan in respect of which a Competitive Bid was made and the identity of the Lender that made each bid. The Administrative Agent shall send a copy of all Competitive Bids to the applicable Borrower for its records as soon as practicable after completion of the bidding process set forth in this Section 2.03.

(d) The applicable Borrower may in its sole and absolute discretion, subject only to the provisions of this paragraph (d), accept or reject any Competitive Bid referred to in paragraph (c) above. The Borrower shall notify the Administrative Agent by telephone, confirmed by telecopier in the form of a Competitive Bid Accept/Reject Letter, whether and to what extent it has decided to accept or reject any of or all the bids referred to in paragraph (c) above, (x) in the case of a Eurocurrency Competitive Borrowing, not later than 11:30 a.m., New York City time (or, if the notice is delivered or telecopied to the Administrative Agent in London, 10:30 a.m., London time), three Business days before a proposed Competitive Borrowing, and (y) in the case of a Fixed Rate Borrowing, not later than 11:30 a.m., New York City time, on the day of a proposed Competitive Borrowing; provided, however, that (i) the failure by the applicable Borrower to give such notice shall be deemed to be a rejection of all the bids referred to in paragraph (c) above, (ii) such Borrower shall not accept a bid made at a particular Competitive Bid Rate if the Borrower has decided to reject a bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by such Borrower shall not exceed the principal amount specified in the Competitive Bid Request, (iv) if such Borrower shall accept a bid or bids made at a particular Competitive Bid Rate but the amount of such bid or bids shall cause the total amount of bids to be accepted by the Borrower to exceed the amount specified in the Competitive Bid Request, then such Borrower shall accept a portion of such bid or bids in an amount equal to the amount specified in the Competitive Bid Request less the amount of all other Competitive Bids accepted with respect to such Competitive Bid Request, which

acceptance, in the case of multiple bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such bid at such Competitive Bid Rate, and (v) except pursuant to clause (iv) above, no bid shall be accepted for a Competitive Loan unless such Competitive Loan is in (x) a minimum principal amount or Assigned Dollar Value of \$5,000,000 and (except in the case of Alternative Currency Borrowings) an integral multiple of \$1,000,000 or (y) an aggregate principal amount equal to the remaining balance of the available applicable Commitments; provided further, however, that if a Competitive Loan must be in an amount less than \$5,000,000 because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of \$1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of \$1,000,000 in a manner which shall be in the discretion of the applicable Borrower. A notice given by the applicable Borrower pursuant to this paragraph (d) shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Lender whether or not its Competitive Bid has been accepted (and if so, in what amount and at what Competitive Bid Rate) by telecopy sent by the Administrative Agent, and each successful bidder will thereupon become bound, subject to the other applicable conditions hereof, to make the Competitive Loan in respect of which its bid has been accepted.

(f) A Competitive Bid Request shall not be made within five Business days after the date of any previous Competitive Bid Request.

(g) If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such bid directly to the applicable Borrower one quarter of an hour earlier than the latest time at which the other Lenders are required to submit their bids to the Administrative Agent pursuant to paragraph (b) above.

(h) All notices required by this Section 2.03 shall be given in accordance with Section 10.01.

SECTION 2.04. Standby Borrowing Procedure. In order to request a Standby Borrowing, a Borrower shall hand deliver or telecopy to the Administrative Agent a duly completed Standby Borrowing Request in the form of Exhibit A-5 hereto, to be received by the Administrative Agent (a) in the case of a Eurocurrency Standby Borrowing, not later than 11:00 a.m., New York City time (or, if the Borrowing Request is delivered or telecopied to the Administrative Agent in London, 10:00 a.m., London time), three Business days before a proposed borrowing and (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed borrowing. No Fixed Rate Loan shall be requested or made pursuant to a Standby Borrowing Request. Such notice shall be irrevocable and shall in each case specify (i) whether the Borrowing then being requested is to be a Eurocurrency Borrowing or an ABR Borrowing; (ii) the date of such Borrowing (which shall be a Business Day), (iii) the aggregate principal amount of the Borrowing, (iv) the currency of such Borrowing (which, in the case of an ABR Borrowing, shall be Dollars) and (v) if such Borrowing is to be a Eurocurrency Borrowing, the Interest Period with respect thereto. If no election as to the currency of Borrowing is specified in any Standby Borrowing Request, then the applicable Borrower shall be deemed to have requested Borrowings in Dollars. If

no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing if denominated in Dollars or a Eurocurrency Borrowing if denominated in an Alternative Currency. If no Interest Period with respect to any Eurocurrency Borrowing is specified, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. If the applicable Borrower shall not have given notice in accordance with this Section 2.04 of its election to refinance a Standby Borrowing prior to the end of the Interest Period in effect for such Borrowing, then such Borrower shall (unless such Borrowing is repaid at the end of such Interest Period) be deemed to have given notice of an election to refinance such Borrowing with an ABR Borrowing if denominated in Dollars or a Eurocurrency Borrowing in the same currency and with an Interest Period of one month if denominated in an Alternative Currency. The Administrative Agent shall promptly advise the Lenders of any notice given pursuant to this Section 2.04 (and the contents thereof), of each Lender's portion of the requested Borrowing and, in the case of an Alternative Currency Borrowing, of the Dollar Equivalent of the Alternative Currency amount specified in the applicable Standby Borrowing Request and the Spot Exchange Rate utilized to determine such Dollar Equivalent. Subject to Section 2.01(b), if the Dollar Equivalent of a Lender's portion of any such Borrowing would exceed such Lender's remaining available applicable Commitment, then such Lender's portion of such Borrowing shall be reduced to the Alternative Currency Equivalent of such Lender's remaining available Commitment.

SECTION 2.05. Refinancings. A Borrower may refinance all or any part of any Competitive Borrowing or Standby Borrowing with a Competitive Borrowing or a Standby Borrowing of the same or a different Type made pursuant to Section 2.03 or Section 2.04, subject to the conditions and limitations set forth herein and elsewhere in this Agreement, including refinancings of Competitive Borrowings with Standby Borrowings and Standby Borrowings with Competitive Borrowings. Any Borrowing or part thereof so refinanced shall be deemed to be repaid in accordance with Section 2.07 with the proceeds of a new Borrowing hereunder and the proceeds of the new Borrowing, to the extent they do not exceed the principal amount of the Borrowing being refinanced, shall not be paid by the Lenders to the Administrative Agent or by the Administrative Agent to the applicable Borrower pursuant to Section 2.02(c); provided, however, that in the case of any refinancing of a Borrowing with another Borrowing in the same currency, (i) if the principal amount extended by a Lender in a refinancing is greater than the principal amount extended by such Lender in the Borrowing being refinanced, then such Lender shall pay such difference to the Administrative Agent for distribution to the Lenders described in (ii) below, (ii) if the principal amount extended by a Lender in the Borrowing being refinanced is greater than the principal amount being extended by such Lender in the refinancing, the Administrative Agent shall return the difference to such Lender out of amounts received pursuant to (i) above, and (iii) to the extent any Lender fails to pay the Administrative Agent amounts due from it pursuant to (i) above, any Loan or portion thereof being refinanced with such amounts shall not be deemed repaid in accordance with Section 2.07 and shall be payable by the applicable Borrower.

SECTION 2.06. Fees. (a) The Company agrees to pay to each Lender, through the Administrative Agent, on each March 31, June 30, September 30 and December 31 and on the Termination Date, the Maturity Date and any subsequent date on which the Loans of such Lender shall be repaid (or on the date of termination of such Lender's Commitment if such Lender has no Standby Loans outstanding after such date), a facility fee (a "Facility Fee") equal to the Facility Fee Percentage of (i) the daily average amount of the Commitment of such Lender, whether used or unused (and whether or not the conditions set forth in Section 4.01 shall have been satisfied), during the preceding quarter (or shorter period commencing with August 14, 2003, or ending with the date on which the Commitment of such Lender shall be terminated) and (ii) after such Lender's Commitment shall have been terminated, the daily average principal amount (or Assigned Dollar Value, in the case of Loans denominated in Alternative Currencies) of such Lender's Loans that remain outstanding during the preceding quarter (or shorter period commencing with the Termination Date or ending with the Maturity Date or any date on which all outstanding Loans of such Lender shall be repaid). All Facility Fees shall be computed on the basis of the actual number of days elapsed in a year of 365 days (or 366 days in a leap year). The Facility Fee due to each Lender commenced to accrue on August 14, 2003, and shall cease to accrue on the date on which the Commitment of such Lender is terminated or, if such Lender has Loans outstanding after the date its Commitment is terminated, the date on which such Loans are repaid.

(b) The Company agrees to pay the Administrative Agent, for its own account, the fees set forth in the letter agreements dated August 14, 2000, September 7, 2001, August 29, 2002 and July 8, 2003, among the Administrative Agent, J.P. Morgan Securities Inc. and the Company (the "Administrative Fees") at the times and in the amounts set forth therein.

(c) The Company agrees to pay to each Lender, through the Administrative Agent, on each March 31, June 30, September 30 and December 31, on each date on which the Commitment of such Lender shall be terminated or reduced as provided herein and on any date after the termination of such Lender's Commitment on which all the Loans of such Lender shall be repaid, a utilization fee (a "Utilization Fee") equal to the Utilization Fee Percentage per annum of the sum of (i) the Committed Credit Exposure of such Lender plus (ii) the outstanding principal amount (or Assigned Dollar Value, in the case of Loans denominated in Alternative Currencies) of the Competitive Loans of such Lender (A) for each day on which the outstanding aggregate principal amount (or Assigned Dollar Value) of Loans exceeds 50% of the Total Commitment and (B) for each day after the termination of the Commitments. All Utilization Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(d) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.07. Repayment of Loans. (a) Each Borrower agrees to pay the outstanding principal balance of each Loan on the last day of the Interest Period applicable to such Loan and on the Maturity Date. Each Loan shall bear interest from the date of the Borrowing of which such Loan is a part on the outstanding principal balance thereof as set forth in Section 2.08.

(b) Each Lender shall, and is hereby authorized by the Borrowers to, maintain, in accordance with its usual practice, records evidencing the indebtedness of each Borrower to such Lender hereunder from time to time, including the date, amount, currency and Type of and the Interest Period applicable to each Loan made by such Lender from time to time and the amounts of principal and interest paid to such Lender from time to time in respect of each such Loan.

(c) The entries made in the records maintained pursuant to paragraph (b) of this Section 2.07 and in the Register maintained by the Administrative Agent pursuant to Section 10.04(d) shall be prima facie evidence of the existence and amounts of the obligations of each Borrower to which such entries relate; provided, however, that the failure of any Lender or the Administrative Agent to maintain or to make any entry in such records or the Register, as applicable, or any error therein shall not in any manner affect the obligation of any Borrower to repay any Loans in accordance with the terms of this Agreement.

SECTION 2.08. Interest on Loans. (a) Subject to the provisions of Section 2.09, the Loans comprising each Eurocurrency Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days (or, in the case of Loans denominated in (A) Sterling, over a year of 365 or 366 days, or (B) any Alternative Currency other than Sterling or Euros, on the basis customarily used for borrowings between banks in the principal market for such Alternative Currency)), at a rate per annum equal to (i) in the case of each Eurocurrency Standby Loan, the Adjusted LIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is part plus the Applicable Margin from time to time in effect plus, at any time after the Termination Date, a term-out premium of 0.250% per annum and (ii) in the case of each Eurocurrency Competitive Loan, the LIBO Rate for the Interest Period in effect for the Borrowing of which such Loan is a part plus the Competitive Margin offered by the Lender making such Loan and accepted by the Borrower pursuant to Section 2.03.

(b) Subject to the provisions of Section 2.09, the Loans comprising each ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as appropriate, when determined by reference to the Prime Rate and over a year of 360 days at all other times) at a rate per annum equal to the Alternate Base Rate plus, at any time after the Termination Date, a term-out premium of 0.250% per annum.

(c) Subject to the provisions of Section 2.09, each Fixed Rate Loan shall bear interest at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the fixed rate of interest offered by the Lender making such Loan and accepted by the Borrower pursuant to Section 2.03.

(d) Interest on each Loan shall be payable in arrears on each Interest Payment Date applicable to such Loan except as otherwise provided in this Agreement.

The applicable LIBO Rate or Alternate Base Rate for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.09. Default Interest. If any Borrower shall default in the payment of the principal of or interest on any Loan or any other amount becoming due hereunder, whether by scheduled maturity, notice of prepayment, acceleration or otherwise, such Borrower shall on demand from time to time from the Administrative Agent pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the Alternate Base Rate plus 2% per annum (or, in the case of the principal of any Loan, if higher, the rate of interest otherwise applicable, or most recently applicable, to such Loan hereunder plus 2% per annum).

SECTION 2.10. Alternate Rate of Interest. In the event, and on each occasion, that on the day two Business days prior to the commencement of any Interest Period for a Eurocurrency Borrowing of any Type the Administrative Agent shall have determined that Dollar deposits or deposits in the Alternative Currency in which such Borrowing is to be denominated in the principal amounts of the Loans comprising such Borrowing are not generally available in the London interbank market, or that the rates at which such deposits are being offered will not adequately and fairly reflect the cost to any Lender of making or maintaining its Eurocurrency Loan during such Interest Period, or that reasonable means do not exist for ascertaining the LIBO Rate, the Administrative Agent shall, as soon as practicable thereafter, give written or telecopy notice of such determination to the applicable Borrower and the Lenders. In the event of any such determination, until the Administrative Agent shall have advised the applicable Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any request by a Borrower for a Eurocurrency Competitive Borrowing pursuant to Section 2.03 shall be of no force or effect and shall be denied by the Administrative Agent and (ii) any request by a Borrower for a Eurocurrency Standby Borrowing of the affected Type or in the affected currency shall be deemed to be a request for an ABR Borrowing denominated in Dollars. Each determination by the Administrative Agent hereunder shall be conclusive absent manifest error.

SECTION 2.11. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Termination Date.

(b) Upon at least three Business days' prior irrevocable written or telecopy notice to the Administrative Agent, the Company (on behalf of all the Borrowers) may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Total Commitment; provided, however, that (i) each partial reduction of the Total Commitment shall be in an integral multiple of \$1,000,000 and in a minimum principal amount of \$5,000,000 and (ii) no such termination or reduction shall be made which would reduce the Total Commitment to an amount less than the aggregate outstanding principal amount (or Assigned Dollar Value, in the case of Loans denominated in Alternative Currencies) of the Competitive Loans and Standby Loans.

(c) Each reduction in the Total Commitment hereunder shall be made ratably among the Lenders in accordance with their respective Commitments. The Company shall pay to the Administrative Agent for the account of the Lenders, on the date of each termination or reduction, the Facility Fees on the amount of the Commitments so terminated or reduced accrued to but not including the date of such termination or reduction.

SECTION 2.12. Prepayment. (a) Each Borrower shall have the right at any time and from time to time to prepay any Standby Borrowing, in whole or in part, upon giving written or telecopy notice (or telephone notice promptly confirmed by written or telecopy notice) to the Administrative Agent: (i) in the case of Eurocurrency Loans before 11:00 a.m., New York City time (or, if such notice is delivered or telecopied to the Administrative Agent in London, 10:00 a.m., London time), three Business days prior to prepayment and (ii) in the case of ABR Loans, before 11:00 a.m., New York City time, one Business Day prior to prepayment; provided, however, that each partial prepayment shall be in an amount which is an integral multiple of \$1,000,000 and not less than \$5,000,000. The Borrowers shall not have the right to prepay any Competitive Borrowing.

(b) On the date of any termination or reduction of the Commitments pursuant to Section 2.11(b), the Company shall (or shall cause each responsible Borrower to) pay or prepay so much of the Standby Borrowings as shall be necessary in order that the aggregate outstanding principal amount of all Loans will not exceed the Total Commitment after giving effect to such termination or reduction.

(c) Each notice of prepayment under this Section 2.12 shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid, shall be irrevocable and shall commit the applicable Borrower to prepay such Borrowing (or portion thereof) by the amount stated therein on the date stated therein. All prepayments under this Section 2.12 shall be subject to Section 2.15 but otherwise without premium or penalty.

SECTION 2.13. Reserve Requirements; Change in Circumstances. (a) Notwithstanding any other provision herein, if after the date of this Agreement any change in applicable law or regulation or in the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof (whether or not having the force of law) shall change the basis of taxation of payments to any Lender (or any lending office of any Lender) of the principal of or interest on any Eurocurrency Loan or Fixed Rate Loan made by such Lender or any Fees or other amounts payable hereunder (other than changes in respect of taxes imposed on the overall net income of such Lender by the jurisdiction in which such Lender has its principal office or by any political subdivision or taxing authority therein), or shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by such Lender (or any lending office of such Lender), or shall impose on such Lender or the London interbank market any other condition affecting this Agreement or any Eurocurrency Loan or Fixed Rate Loan made by such Lender, and the result of any of the foregoing shall be to increase

the cost to such Lender of making or maintaining any Eurocurrency Loan or Fixed Rate Loan or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender to be material, then the Company shall (or shall cause the Borrowers to) pay to such Lender upon demand such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered. Notwithstanding the foregoing, no Lender shall be entitled to request compensation under this paragraph with respect to any Competitive Loan if it shall have been aware of the change giving rise to such request at the time of submission of the Competitive Bid pursuant to which such Competitive Loan shall have been made.

(b) If any Lender shall have determined that any change after the date hereof in the applicability of any law, rule, regulation or guideline adopted pursuant to or arising out of the July 1988 report of the Basle Committee on Banking Regulations and Supervisory Practices entitled "International Convergence of Capital Measurement and Capital Standards", or the adoption after the date hereof of any other law, rule, regulation or guideline regarding capital adequacy, or any change in any of the foregoing or in the interpretation or administration of any of the foregoing by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any lending office of such Lender) or any Lender's holding company with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender pursuant hereto to a level below that which such Lender or such Lender's holding company could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time the Company shall (or shall cause the responsible Borrower to) pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth such amount or amounts as shall be necessary to compensate such Lender as specified in paragraph (a) or (b) above, as the case may be, shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall (or shall cause the responsible Borrower to) pay each Lender the amount shown as due on any such certificate delivered by it within 10 days after the receipt of the same.

(d) Except as provided below in this paragraph (d), failure on the part of any Lender to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Lender's right to demand compensation with respect to such period or any other period. The protection of this Section shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or

been imposed. No Lender shall be entitled to compensation under this Section 2.13 for any costs incurred or reductions suffered with respect to any date unless it shall have notified the Company that it will demand compensation for such costs or reductions not more than 60 days after the later of (i) such date and (ii) the date on which it shall have, or should have, become aware of such costs or reductions.

SECTION 2.14. Change in Legality. (a) Notwithstanding any other provision herein, if, after the date hereof, (i) any change in any law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof shall make it unlawful for any Lender to make or maintain any Eurocurrency Loan or Alternative Currency Loan or to give effect to its obligations as contemplated hereby with respect to any Eurocurrency Loan or Alternative Currency Loan, or (ii) there shall have occurred any change in national or international financial, political or economic conditions (including the imposition of or any change in exchange controls) or currency exchange rates which would make it impracticable for any Lender to make Loans denominated in such Alternative Currency or to any Borrower, then, by written notice to the Company and to the Administrative Agent, such Lender may:

(i) declare that Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower), as the case may be, will not thereafter (for the duration of such unlawfulness or impracticability) be made by such Lender hereunder, whereupon such Lender shall not submit a Competitive Bid in response to a request for such Alternative Currency Loans or Eurocurrency Competitive Loans and any request by a Borrower for a Eurocurrency Standby Borrowing or Alternative Currency Borrowing (in the affected currency or currencies or to the affected Borrower), as the case may be, shall, as to such Lender only, be deemed a request for an ABR Loan or a Loan denominated in Dollars, as the case may be, unless such declaration shall be subsequently withdrawn (or, if a Loan to the requesting Borrower cannot be made for the reasons specified above, such request shall be deemed to have been withdrawn); and

(ii) require that all outstanding Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower), as the case may be, made by it be converted to ABR Loans denominated in Dollars in which event all such Eurocurrency Loans or Alternative Currency Loans (in the affected currency or currencies or to the affected Borrower) shall be automatically converted to ABR Loans denominated in Dollars as of the effective date of such notice as provided in paragraph (b) below.

In the event any Lender shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal which would otherwise have been applied to repay the Eurocurrency Loans or Alternative Currency Loans, as the case may be, that would have been made by such Lender or the converted Eurocurrency Loans or Alternative Currency Loans, as the case may be, of such Lender shall instead be applied to repay the ABR Loans or Loans denominated in Dollars, as the case may be, made by such Lender in lieu

of, or resulting from the conversion of, such Eurocurrency Loans or Loans denominated in Dollars, as the case may be. In the event any Alternative Currency Loan is converted into a Loan denominated in Dollars pursuant to this Section, (A) the principal amount of such Loan shall be deemed to be an amount equal to the Assigned Dollar Value of such Alternative Currency Loan determined based upon the applicable Spot Exchange Rate as of the Denomination Date for the Borrowing which includes such Alternative Currency Loan and (B) the applicable Borrower shall indemnify the Lender of such converted Alternative Currency Loan against any loss it sustains as a result of such conversion.

(b) For purposes of this Section 2.14, a notice to the Company by any Lender shall be effective as to each Eurocurrency Loan, if lawful, on the last day of the Interest Period currently applicable to such Eurocurrency Loan; in all other cases such notice shall be effective on the date of receipt by the Company.

SECTION 2.15. Indemnity. Each Borrower shall indemnify each Lender against any loss or expense which such Lender may sustain or incur as a consequence of (a) any failure by such Borrower to fulfill on the date of any borrowing hereunder the applicable conditions set forth in Article IV, (b) any failure by such Borrower to borrow or to refinance or continue any Loan hereunder after irrevocable notice of such borrowing, refinancing or continuation has been given pursuant to Section 2.03 or 2.04, (c) any payment, prepayment, conversion or transfer of a Eurocurrency Loan or Fixed Rate Loan required by any other provision of this Agreement or otherwise made or deemed made on a date other than the last day of the Interest Period applicable thereto, (d) any default in payment or prepayment of the principal amount of any Loan or any part thereof or interest accrued thereon, as and when due and payable (at the due date thereof, whether by scheduled maturity, acceleration, irrevocable notice of prepayment or otherwise) or (e) the occurrence of any other Event of Default, including, in each such case, any loss or reasonable expense sustained or incurred or to be sustained or incurred in liquidating or employing deposits from third parties acquired to effect or maintain such Loan or any part thereof as a Eurocurrency Loan or Fixed Rate Loan. Such loss or reasonable expense shall include an amount equal to the excess, if any, as reasonably determined by such Lender, of (i) its cost of obtaining the funds for the Loan being paid, prepaid, converted, transferred or not borrowed (assumed to be the LIBO Rate or, in the case of a Fixed Rate Loan, the fixed rate of interest applicable thereto) for the period from the date of such payment, prepayment, conversion, transfer or failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan which would have commenced on the date of such failure) over (ii) the amount of interest (as reasonably determined by such Lender) that would be realized by such Lender in reemploying the funds so paid, prepaid, converted, transferred or not borrowed for such period or Interest Period, as the case may be. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error.

SECTION 2.16. Pro Rata Treatment. Except as required under Section 2.14, each Standby Borrowing, each payment or prepayment of principal of any Standby Borrowing, each payment of interest on the Standby Loans, each payment of the

Facility Fees and Utilization Fees, each reduction of the Commitments and each refinancing of any Borrowing with a Standby Borrowing of any Type, shall be allocated pro rata among the Lenders in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Standby Loans). Each payment of principal of any Competitive Borrowing shall be allocated pro rata among the Lenders participating in such Borrowing in accordance with the respective principal amounts of their outstanding Competitive Loans comprising such Borrowing. Each payment of interest on any Competitive Borrowing shall be allocated pro rata among the Lenders participating in such Borrowing in accordance with the respective amounts of accrued and unpaid interest on their outstanding Competitive Loans comprising such Borrowing. For purposes of determining (i) the aggregate available Commitments of the Lenders at any time and (ii) the available Commitment of each Lender, each outstanding Competitive Borrowing shall be deemed to have utilized the Commitments of the Lenders (including those Lenders which shall not have made Loans as part of such Competitive Borrowing) pro rata in accordance with such respective Commitments. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Dollar (or comparable unit of any applicable Alternative Currency) amount.

SECTION 2.17. Sharing of Setoffs. Each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against any Borrower, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any Standby Loan or Standby Loans as a result of which the unpaid principal portion of its Standby Loans shall be proportionately less than the unpaid principal portion of the Standby Loans of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Standby Loans of such other Lender, so that the aggregate unpaid principal amount of the Standby Loans and participations in the Standby Loans held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all Standby Loans then outstanding as the principal amount of its Standby Loans prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all Standby Loans outstanding prior to such exercise of banker's lien, setoff or counterclaim or other event; provided, however, that, if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.17 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. Each Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation in a Standby Loan deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by such Borrower to such Lender by reason thereof as fully as if such Lender had made a Standby Loan directly to such Borrower in the amount of such participation.

SECTION 2.18. Payments. (a) The Borrower shall make each payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder and under each other Loan Document not later than 12:00 noon, local time at the place of payment, on the date when due in immediately available funds. Each such payment shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York. Each such payment (other than principal of and interest on Alternative Currency Loans, which shall be made in the applicable Alternative Currency) shall be made in Dollars.

(b) Whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.19. Taxes. (a) Any and all payments by or on account of any obligation of each Borrower hereunder shall be made, in accordance with Section 2.18, free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding (i) income taxes imposed on the net income of the Administrative Agent or any Lender (or any transferee or assignee thereof, including a participation holder (any such individual or entity, a "Transferee")), and (ii) franchise taxes imposed on the net income of the Administrative Agent or any Lender (or Transferee), in each case by the jurisdiction under the laws of which the Administrative Agent or such Lender (or Transferee) is organized, domiciled, resident or doing business or any political subdivision thereof (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities, collectively or individually, "Taxes"). If any Borrower shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Lender (or any Transferee) or the Administrative Agent, (i) the sum payable shall be increased by the amount (an "additional amount") necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.19) such Lender (or Transferee) or the Administrative Agent (as the case may be) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) each Borrower shall make such deductions and (iii) each Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, each Borrower agrees to bear and to pay to the relevant Governmental Authority in accordance with applicable law any current or future recording, stamp, documentary, excise, transfer, sales, property or similar taxes, charges or levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document ("Other Taxes").

(c) The Borrowers will indemnify each Lender (or Transferee) and the Administrative Agent, within 10 days after written demand therefor, for the full amount of Taxes and Other Taxes paid by such Lender (or Transferee) or the Administrative

Agent, as the case may be, on or with respect to any payment by or on account of any obligation of any Borrower hereunder or under any other Loan Document (including Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any liability and any penalties, interest and expenses (including reasonable attorney's fees and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared by a Lender, or the Administrative Agent on its behalf, absent manifest error, shall be final, conclusive and binding for all purposes.

(d) If a Lender (or Transferee) or the Administrative Agent shall become aware that it is entitled to claim a refund from a Governmental Authority in respect of Taxes or Other Taxes as to which it has been indemnified by a Borrower, or with respect to which any Borrower has paid additional amounts, pursuant to this Section 2.19, it shall promptly notify the Company of the availability of such refund claim and shall, within 30 days after receipt of a request by the Company, make a claim to such Governmental Authority for such refund at the Company's expense. If a Lender (or Transferee) or the Administrative Agent receives a refund (including pursuant to a claim for refund made pursuant to the preceding sentence) in respect of any Taxes or Other Taxes as to which it has been indemnified by a Borrower or with respect to which any Borrower has paid additional amounts pursuant to this Section 2.19, it shall within 30 days from the date of such receipt pay over such refund to the Company (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 2.19 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Lender (or Transferee) or the Administrative Agent and without interest (other than interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that the Company, upon the request of such Lender (or Transferee) or the Administrative Agent, agrees to (or to cause the responsible Borrower to) repay the amount paid over to the Company (plus penalties, interest or other charges) to such Lender (or Transferee) or the Administrative Agent in the event such Lender (or Transferee) or the Administrative Agent is required to repay such refund to such Governmental Authority.

(e) As soon as practicable after the date of any payment of Taxes or Other Taxes by any Borrower to the relevant Governmental Authority, the Company will deliver to the Administrative Agent, at its address referred to in Section 10.01, the original or a certified copy of a receipt issued by such Governmental Authority evidencing payment thereof.

(f) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.19 shall survive the payment in full of the principal of and interest on all Loans made hereunder.

(g) Each Lender (or Transferee) that is organized under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia (a "Non-U.S. Lender") shall deliver to the Company and the Administrative Agent two copies of either United States Internal Revenue Service Form W-8BEN or Form W-8ECI,

or, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a Form W-8, or any subsequent versions thereof or successors thereto (and, if such Non-U.S. Lender delivers a Form W-8, a certificate representing that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Section 864(d)(4) of the Code)), properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax on payments by the Borrowers under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Notwithstanding any other provision of this Section 2.19(g), a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.19(g) that such Non-U.S. Lender is not legally able to deliver.

(h) None of the Borrowers shall be required to indemnify any Non-U.S. Lender, or to pay any additional amounts to any Non-U.S. Lender, in respect of United States Federal withholding tax pursuant to paragraph (a) or (c) above to the extent that (i) the obligation to withhold amounts with respect to United States Federal withholding tax existed on the date such Non-U.S. Lender became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to any Transferee or New Lending Office that becomes a Transferee or New Lending Office as a result of an assignment, participation, transfer or designation made at the request of the Company; and provided further, however, that this clause (i) shall not apply to the extent the indemnity payment or additional amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation or (ii) the obligation to pay such additional amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of paragraph (g) above.

(i) Any Lender (or Transferee) claiming any indemnity payment or additional amounts payable pursuant to this Section 2.19 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Company or to change the jurisdiction of its

applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amounts that may thereafter accrue and would not, in the sole determination of such Lender (or Transferee), be otherwise disadvantageous to such Lender (or Transferee).

(j) Nothing contained in this Section 2.19 shall require any Lender (or Transferee) or the Administrative Agent to make available any of its tax returns (or any other information that it deems to be confidential or proprietary).

SECTION 2.20. Assignment of Commitments Under Certain Circumstances. (a) Any Lender (or Transferee) claiming any additional amounts payable pursuant to Section 2.13 or Section 2.19 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by the Company or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such additional amounts which may thereafter accrue and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender (or Transferee).

(b) In the event that any Lender shall have delivered a notice or certificate pursuant to Section 2.13 or 2.14, or the Borrowers shall be required to make additional payments to any Lender under Section 2.19, the Company shall have the right, at its own expense, upon notice to such Lender and the Administrative Agent, to require such Lender to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 10.04) all its interests, rights and obligations under this Agreement to another financial institution acceptable to the Administrative Agent which shall assume such obligations; provided that (i) no such assignment shall conflict with any law, rule or regulation or order of any Governmental Authority (ii) no Event of Default shall have occurred and be continuing and (iii) the Company or the assignee, as the case may be, shall pay to the affected Lender in immediately available funds on the date of such assignment the principal of and interest accrued to the date of payment on the Loans made by it hereunder and all other amounts accrued for its account or owed to it hereunder.

SECTION 2.21. Borrowings by Approved Borrowers. The Company may, at any time or from time to time, designate one or more wholly owned Subsidiaries as Borrowers hereunder by furnishing to the Administrative Agent a letter (a "Designation Letter") substantially in the form of Exhibit E-1 hereto, duly completed and executed by the Company and such Subsidiary, whereupon each Subsidiary so designated shall become an Approved Borrower. There may be no more than ten Approved Borrowers at any one time. So long as all principal and interest on all Loans of any Approved Borrower have been paid in full, the Company may terminate an Approved Borrower's status as an Approved Borrower by furnishing to the Administrative Agent a letter (a "Termination Letter"), substantially in the form of Exhibit E-2 hereto, duly completed and executed by the Company and such Approved Borrower. Any Termination Letter furnished in accordance with this Section 2.21 shall be effective upon receipt by the Administrative Agent. Notwithstanding the foregoing, the delivery of a Termination Letter with respect to any Approved Borrower shall not affect any obligation

of such Approved Borrower theretofore incurred. Each Subsidiary set forth in Schedule 2.21 shall be deemed an Approved Borrower until delivery of a Termination Letter with respect to such Subsidiary.

SECTION 2.22. Increase in Commitments. After the Restatement Date, the Company may, by written notice to the Administrative Agent, executed by the Company and one or more financial institutions (any such financial institution referred to in this Section being called a "Prospective Lender"), which may include any Lender, cause the Commitments of the Prospective Lenders to be increased (or cause Commitments to be extended by the Prospective Lenders, as the case may be) in an amount for each Prospective Lender set forth in such notice, provided, however, that (a) the aggregate amount of the Lenders' Commitments after giving effect to such increase, together with the aggregate amount of the commitments under the Five-Year Credit Agreement, shall in no event exceed US\$400,000,000, (b) each Prospective Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld) and (c) each Prospective Lender, if not already a Lender hereunder, shall become a party to this Agreement by completing and delivering to the Administrative Agent a duly executed Accession Agreement. Increases and new Commitments created pursuant to this Section shall become effective (A) in the case of Prospective Lenders already parties hereunder, on the date specified in the notice delivered pursuant to this Section and (B) in the case of Prospective Revolving Lenders not already parties hereunder, on the effective date of the Accession Agreement. Upon the effectiveness of any Accession Agreement to which any Prospective Lender is a party, (i) such Prospective Lender shall thereafter be deemed to be a party to this Agreement and shall be entitled to all rights, benefits and privileges accorded a Lender hereunder and subject to all obligations of a Lender hereunder and (ii) Schedule 2.01 shall be deemed to have been amended to reflect the Commitment of the additional Lender as provided in such Accession Agreement. Upon the effectiveness of any increase pursuant to this Section in the Commitment of a Lender already a party hereunder, Schedule 2.01 shall be deemed to have been amended to reflect the increased Commitment of such Lender. Notwithstanding the foregoing, no increase in the aggregate Commitments (or in the Commitment of any Lender) shall become effective under this Section unless, on the date of such increase, the conditions set forth in paragraphs (b) and (c) of Section 4.03 shall be satisfied (with all references in such paragraphs to a Borrowing being deemed to be references to such increase) and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Company. Following any increase of a Lender's Commitment or any extension of a new Commitment pursuant to this paragraph, any Standby Loans outstanding prior to the effectiveness of such increase or extension shall continue outstanding until the ends of the respective Interests Periods applicable thereto, and shall then be repaid or refinanced with new Standby Loans made pursuant to Sections 2.01 and 2.05.

ARTICLE III

Representations and Warranties

Part A. Representations and Warranties of the Company. The Company represents and warrants as of the Restatement Date and the date of each Borrowing in accordance with Section 4.03(b) to each of the Lenders that:

SECTION 3.01. Corporate Existence. Each of the Company and its Subsidiaries: (a) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify could (either individually or in the aggregate) have a Material Adverse Effect.

SECTION 3.02. Financial Condition. The Company has heretofore furnished to each of the Lenders a consolidated balance sheet of the Company and its Subsidiaries as at December 31, 2002, and the related consolidated statements of income, cash flows and changes in shareholders' equity of the Company and its Subsidiaries for the fiscal year ended on such date, with the opinion thereon of PricewaterhouseCoopers, and the unaudited consolidated balance sheet of the Company and its Subsidiaries as at June 30, 2003, and the related consolidated statements of income and cash flows of the Company and its Subsidiaries for the six-month period ended on such date. All such financial statements present fairly, in all material respects, the consolidated financial condition of the Company and its Subsidiaries as at such dates and the consolidated results of their operations for the fiscal year and six-month period ended on such dates (subject, in the case of the financial statements as at June 30, 2003, to normal year-end audit adjustments), all in accordance with generally accepted accounting principles and practices applied on a consistent basis. None of the Company nor any of its Subsidiaries has on the date hereof any material contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in the balance sheets as at such dates or the notes thereto. Since December 31, 2002, there has been no Material Adverse Change.

SECTION 3.03. Litigation. Except as disclosed in note 10 of the audited annual consolidated financial statements of the Company included in the Company's Form 10-K, dated March 20, 2003, and in the notes to the unaudited quarterly consolidated financial statements of the Company included in the Company's Form 10-Q, dated August 11, 2003, filed with the Securities and Exchange Commission, there are no legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries that is materially likely to be adversely determined and which, if adversely determined could (either individually or in the aggregate) have a Material Adverse Effect.

SECTION 3.04. No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Company, or any applicable law or regulation, or any order, writ, injunction or decree of any court or Governmental Authority, or any agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them or any of their assets or properties is bound or to which any of them is subject, or constitute a default under any such agreement or instrument.

SECTION 3.05. Action. The Company has all necessary corporate power, authority and legal right to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action on its part (including, without limitation, any required shareholder approvals); and this Agreement has been duly and validly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.06. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any securities exchange, are necessary for the execution, delivery or performance by the Company of this Agreement or for the legality, validity or enforceability hereof.

SECTION 3.07. Use of Credit. None of the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of the Loans hereunder will be used to buy or carry any Margin Stock.

SECTION 3.08. ERISA. Each Plan, and, to the knowledge of the Company, each Multiemployer Plan, is in compliance in all material respects with, and has been administered in all material respects in compliance with, the applicable provisions of ERISA, the Code and any other Federal or state law, and no event or condition has occurred and is continuing as to which the Company would be under an obligation to furnish a report to the Lenders under Section 5.06 hereof.

SECTION 3.09. Taxes. As of the date hereof, the Company and its Domestic Subsidiaries are members of an affiliated group of corporations filing consolidated returns for Federal income tax purposes, of which the Company is the "common parent" (within the meaning of Section 1504 of the Code) of such group. The

Company and its Subsidiaries have filed all Federal income tax returns and all other material tax returns that are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any of its Subsidiaries. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Company, adequate. The Company has in the ordinary course of business given extensions or waivers of the statutes of limitations relating to payment of U.S. Federal taxes and relating to various state, local and foreign taxes or impositions, none of which might reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. Investment Company Act. Neither the Company nor any of its Subsidiaries is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.11. Public Utility Holding Company Act. Neither the Company nor any of its Subsidiaries is a "holding company", or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

SECTION 3.12. Material Agreements and Liens. (a) Part A of Schedule 3.12 hereto is a complete and correct list, as of the date hereof, of each credit agreement, loan agreement, indenture, guarantee, letter of credit or other arrangement providing for or otherwise relating to any Indebtedness or any extension of credit (or commitment for any extension of credit) to, or guaranteed by, the Company or any of its Subsidiaries, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$5,000,000, and the aggregate principal or face amount outstanding or that may become outstanding under each such arrangement is correctly described in Part A of such Schedule 3.12.

(b) Part B of Schedule 3.12 hereto is a complete and correct list, as of the date hereof, of each Lien securing Indebtedness of any person, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$5,000,000 and covering any property of the Company or any of its Subsidiaries, and the aggregate Indebtedness secured (or that may be secured) by each such Lien and the property covered by each such Lien is correctly described in Part B of such Schedule 3.12.

SECTION 3.13. Environmental Matters. (a) Except as disclosed in the notes to the unaudited quarterly consolidated financial statements of the Company included in the Company's Form 10-Q, dated August 11, 2003 filed with the Securities and Exchange Commission and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(b) There has been no change in the status of the matters disclosed in the notes to the unaudited quarterly consolidated financial statements of the Company included in the Company's Form 10-Q, dated August 11, 2003 filed with the Securities and Exchange Commission that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

SECTION 3.14. Subsidiaries, etc. Set forth in Schedule 3.14 hereto is a complete and correct list, as of the date hereof, of all of the Subsidiaries of the Company, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each person holding ownership interests in such Subsidiary and (iii) the nature of the ownership interests held by each such person and the percentage of ownership of such Subsidiary represented by such ownership interests.

SECTION 3.15. True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Company to the Agent or any Lender in connection with the negotiation, preparation or delivery of this Agreement or included herein or delivered pursuant hereto, when taken as a whole, do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. All written information furnished after the date hereof by the Company and its Subsidiaries to the Administrative Agent and the Lenders in connection with this Agreement and the transactions contemplated hereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Company that could have a Material Adverse Effect that has not been disclosed herein or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Lenders for use in connection with the transactions contemplated hereby.

Part B. Representations and Warranties of the Approved Borrowers. Each Approved Borrower represents and warrants as of the Restatement Date and the date of each Borrowing in accordance with Section 4.03(b) to each of the Lenders that:

SECTION 3.16. Corporate Existence of Approved Borrower. It and each of its Subsidiaries: (a) is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a Material Adverse Effect.

SECTION 3.17. No Breach. None of the execution and delivery of its Designation Letter and this Agreement, the consummation of the transactions therein and herein contemplated and compliance with the terms and provisions thereof and hereof will conflict with or result in a breach of, or require any consent under, the charter or by-

laws or other organizational documents of such Approved Borrower, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which such Approved Borrower or any of its Subsidiaries is a party or by which any of them or their assets or properties is bound or to which any of them is subject, or constitute a default under any such agreement or instrument.

SECTION 3.18. Action. Such Approved Borrower has all necessary corporate or other power and authority to execute, deliver and perform its obligations under its Designation Letter and this Agreement, and to perform its obligations hereunder and thereunder; the execution and delivery by such Approved Borrower of its Designation Letter and the performance by such Approved Borrower hereof and thereof have been duly authorized by all necessary corporate or other action on its part (including, without limitation, any required shareholder approvals); and its Designation Letter, when executed and delivered by such Approved Borrower, will constitute the legal, valid and binding obligation of such Approved Borrower, enforceable against such Approved Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.19. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by such Approved Borrower of its Designation Letter or this Agreement or for the validity or enforceability thereof.

SECTION 3.20. Taxes on Payments of Approved Borrowers. Except as disclosed to the Lenders in writing prior to the delivery of such Approved Borrower's Designation Letter, there is no income, stamp or other tax of any country, or of any taxing authority thereof or therein, imposed by or in the nature of withholding or otherwise, which is imposed on any payment to be made by such Approved Borrower pursuant hereto, or is imposed on or by virtue of the execution, delivery or enforcement of its Designation Letter or this Agreement.

ARTICLE IV

Conditions of Effectiveness and Lending

SECTION 4.01. Restatement Date. This Agreement shall not become effective until the date on which each of the following conditions shall have been satisfied (or waived in accordance with Section 10.08):

- (a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence

satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received favorable written opinions (each dated as of the Restatement Date and addressed to the Administrative Agent and the Lenders) of (i) the general counsel of the Company, substantially in the form of Exhibit D-1 hereto and (ii) Kirkpatrick & Lockhart LLP, counsel for the Company, substantially in the form of Exhibit D-2 hereto, covering such other matters relating to the Company, this Agreement and the Transactions as the Administrative Agent or its counsel shall reasonably request. The Company hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of the Company, certified as of a recent date by the Secretary of State of Delaware, and a certificate as to the good standing of the Company as of a recent date, from the Secretary of State of Delaware; (ii) a certificate of the Secretary or Assistant Secretary of the Company dated the Restatement Date certifying (A) that attached thereto is a true and complete copy of the by-laws of the Company as in effect on the Restatement Date and at all times since a date prior to the date of the resolutions of the Company described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors of the Company authorizing the execution, delivery and performance of this Agreement and the borrowings hereunder by the Company, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation of the Company have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of the Company executing this Agreement or any other document delivered in connection herewith; (iii) a certificate of another officer of the Company as to the incumbency and signature of the Secretary or such Assistant Secretary of the Company executing the certificate pursuant to (ii) above; and (iv) such other documents as the Lenders or counsel for the Administrative Agent may reasonably request.

(d) The Administrative Agent shall have received a certificate of the Company, dated the Restatement Date and signed by a Financial Officer of the Company, confirming compliance with the conditions precedent set forth in paragraphs (b) and (c) of Section 4.03.

(e) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to such date.

(f) All outstanding loans under the Original Agreement shall have been repaid and all interest, fees and other amounts due to or accrued for the accounts of the Lenders under the Original Agreement shall have been paid.

The Administrative Agent shall notify the Company and the Lenders of the Restatement Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing and any other provision herein to the contrary, the obligations of the Lenders to make Loans to any Borrower hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.08) at or prior to 2:00 p.m., New York City time, on August 29, 2003 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. First Borrowing by Each Approved Borrower. On the date of any Approved Borrower's initial Borrowing hereunder, the obligations of the Lenders to make Loans to such Approved Borrower are subject to the satisfaction of (or waiver in accordance with Section 10.08 of) each of the conditions set forth in Section 4.01 and the following further conditions:

(a) The Administrative Agent shall have received a favorable written opinion of the general counsel of such Approved Borrower dated as of a recent date and addressed to the Lenders, to the effect set forth in Exhibit D-1 hereto, subject to necessary changes to reflect local law.

(b) The Administrative Agent shall have received (i) a copy of the certificate or articles of incorporation (or such other analogous documents), including all amendments thereto, of such Approved Borrower, certified as of a recent date by the Secretary of State (or other appropriate Governmental Authority) of the state (or country) of its organization or such other evidence as is reasonably satisfactory to the Administrative Agent, and a certificate as to the good standing (or other analogous certification to the extent available) of such Approved Borrower as of a recent date, from such Secretary of State (or other appropriate Governmental Authority) or such other evidence reasonably acceptable to the Administrative Agent; (ii) a certificate of the Secretary or Assistant Secretary of such Approved Borrower dated the date on which such Loans are to be made and certifying (A) that attached thereto is a true and complete copy of the by-laws (or such other analogous documents to the extent available) of such Approved Borrower as in effect on the date of such certificate and at all times since a date prior to the date of the resolution of such Approved Borrower described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors of such Approved Borrower authorizing the execution, delivery and performance of the Designation Letter delivered by such Approved Borrower and the borrowings hereunder by such Approved Borrower, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation (or other analogous documents) of such Approved Borrower have not been amended since the date of the last amendment thereto shown on the certificate of good standing (or other analogous certification or such other evidence reasonably acceptable to the Agent) furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer of such Approved Borrower executing the Designation Letter delivered by such Approved Borrower or any other document delivered in connection herewith

or therewith; (iii) a certificate of another officer of such Approved Borrower as to the incumbency and signature of the Secretary or such Assistant Secretary of such Approved Borrower executing the certificate pursuant to (ii) above; and (iv) such other documents as the Lenders or counsel for the Administrative Agent, may reasonably request.

(c) The Administrative Agent shall have received (with sufficient copies for each Lender) a Designation Letter, duly executed by such Approved Borrower and the Company and acknowledged by the Administrative Agent.

(d) The Administrative Agent shall have received a certificate of each of the Borrowers, dated such date and signed, in the case of the Company, by a Financial Officer of the Company, and in the case of the Borrowers other than the Company, a Responsible Officer of such Borrower, confirming compliance with the conditions precedent set forth in paragraphs (b) and (c) of Section 4.03.

Upon the satisfaction of the conditions precedent set forth in this Section 4.02, such Approved Borrower shall become a Borrower hereunder with the same force and effect as if originally named as a Borrower hereunder. The rights and obligations of each Borrower hereunder shall remain in full force and effect notwithstanding the addition of any new Borrower as a party to this Agreement.

SECTION 4.03. All Borrowings. On the date of each Borrowing, including each Borrowing in which Loans are refinanced with new Loans as contemplated by Section 2.05, the obligations of the lenders to make the Loans comprising such Borrowing are subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.03 or Section 2.04, as applicable.

(b) The representations and warranties set forth in Article III hereof shall be true and correct in all material respects on and as of the date of such Borrowing with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date; provided, however, that no representation as to either (i) the absence of any Material Adverse Change in the financial condition of the Company, as provided in the last sentence of Section 3.02, or (ii) the absence of any pending or threatened legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, that could have a Material Adverse Effect on the Company, as provided in Section 3.03, shall be required as a condition to any Borrowing following the Restatement Date.

(c) Each Borrower shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and at the time of and immediately after such Borrowing no Event of Default or Default shall have occurred and be continuing.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrowers on the date of such Borrowing as to the matters specified in paragraphs (b) and (c) of this Section 4.03.

ARTICLE V

Affirmative Covenants

The Company covenants and agrees with each Lender and the Administrative Agent that, so long as this Agreement shall remain in effect or the principal of or interest on any Loan, any Fees or any other expenses or amounts payable under any Loan Document shall be unpaid, unless the Required Lenders shall otherwise consent in writing, the Company will, and will cause each of its Subsidiaries to:

SECTION 5.01. Existence; Businesses and Properties. (a) Preserve and maintain its corporate existence, rights (charter and statute) and material franchises, except as otherwise permitted by Section 6.03; provided, however, that the Company shall not be required to preserve any such right or franchise if (i) the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and (ii) the loss of any such right or franchise is not disadvantageous in any material respect to the Lenders.

(b) Comply in all material respects with all applicable laws, rules, regulations and orders (including, without limitation, laws requiring payment of all taxes, assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith by appropriate proceedings) and all Environmental Laws except where the failure to so comply would not result in a Material Adverse Change.

(c) Maintain and preserve all of its properties which are used in the conduct of its business in good working order and condition, ordinary wear and tear excepted, to the extent that any failure to do so would result in a Material Adverse Change and except for dispositions thereof permitted by Section 6.03.

SECTION 5.02. Insurance. Maintain insurance with financially sound and reputable insurance companies (which insurance companies shall, in any event, have an A.M. Best rating of "B+" or better), and with respect to property and risks of a character usually maintained by corporations engaged in the same or similar business similarly situated, against loss, damage and liability of the kinds and in the amounts customarily maintained by such corporations.

SECTION 5.03. Obligations and Taxes. Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might give rise to a Lien upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with

respect to any such tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and the Company shall have set aside on its books adequate reserves with respect thereto.

SECTION 5.04. Financial Statements, Reports, etc. In the case of the Company, furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year, its consolidated balance sheets and related statements of income, changes in stockholders' equity and cash flows, showing the financial condition of the Company and its Subsidiaries as of the close of such fiscal year and the results of its operations and the operations of its Subsidiaries during such year, all audited by PricewaterhouseCoopers or other independent public accountants of recognized national standing acceptable to the Required Lenders and accompanied by an opinion of such accountants (which shall not be qualified in any material respect) to the effect that such consolidated financial statements fairly present the financial condition and results of operations of the Company on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, its consolidated balance sheets and related statements of income, changes in stockholders' equity and cash flows, showing the financial condition of the Company and its Subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of its Subsidiaries during such fiscal quarter and the then elapsed portion of such fiscal year, all certified by one of its Financial Officers as fairly presenting the financial condition and results of operations of the Company on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments;

(c) concurrently with any delivery of financial statements under (a) or (b) above, a certificate of the accounting firm or Financial Officer opining on or certifying such statements (which certificate, when furnished by an accounting firm, may be limited to accounting matters and disclaim responsibility for legal interpretations) (i) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (ii) setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the covenants contained in Sections 6.06 and 6.07;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by it with the Securities and Exchange Commission, or any Governmental Authority succeeding to any of or all the functions of such Commission, or with any national securities exchange, or distributed to its shareholders, as the case may be; and

(e) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

SECTION 5.05. Litigation and Other Notices. Furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority, against the Company or any Affiliate thereof which, if adversely determined, could result in a Material Adverse Change; and

(c) any other development that has resulted in, or could reasonably be anticipated to result in, a Material Adverse Change.

SECTION 5.06. ERISA. (a) Comply in all material respects with the applicable provisions of ERISA and the Code and (b) furnish to the Administrative Agent and each Lender (i) as soon as possible, and in any event within 30 days after any Responsible Officer of the Company or any ERISA Affiliate either knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of the Company to the PBGC in an aggregate amount exceeding \$5,000,000, a statement of a Financial Officer setting forth details as to such Reportable Event and the action proposed to be taken with respect thereto, together with a copy of the notice, if any, of such Reportable Event given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice the Company or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) or to appoint a trustee to administer any Plan or Plans, and (iii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required installment or other payment with respect to a Plan, a statement of a Financial Officer setting forth details as to such failure and the action proposed to be taken with respect thereto, together with a copy of such notice given to the PBGC.

SECTION 5.07. Maintaining Records. Maintain all financial records in accordance with GAAP and unless protected by attorney-client privilege permit any representatives designated by any Lender, upon reasonable request, to examine and make abstracts from the records and books of account of, and visit the properties of, the Company or any of its Subsidiaries, and to discuss the affairs, finances and condition of the Company or any Subsidiary with the officers thereof and independent accountants

therefor all upon reasonable notice, at such reasonable times and as often as may reasonably be desired, provided that all non-public information obtained by any such Lender pursuant to this shall be treated as confidential in accordance with customary practices.

SECTION 5.08. Use of Proceeds. Use the proceeds of the Loans only for the purposes set forth in the preamble to this Agreement.

ARTICLE VI

Negative Covenants

The Company covenants and agrees with each Lender and the Administrative Agent that, so long as this Agreement shall remain in effect or the principal of or interest on any Loan, any Fees or any other expenses or amounts payable under any Loan Document shall be unpaid, unless the Required Lenders shall otherwise consent in writing, the Company will not, and will not cause or permit any of its Subsidiaries to:

SECTION 6.01. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens in existence on the date hereof and listed in Part B of Schedule 3.12 hereto;

(b) Liens imposed by any Governmental Authority for taxes, assessments or charges not yet due or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Company or the affected Subsidiaries, as the case may be, in accordance with GAAP;

(c) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings and Liens securing judgments but only to the extent for an amount and for a period not resulting in an Event of Default under Article VII clause (i) hereof;

(d) pledges or deposits under worker's compensation, unemployment insurance and other social security legislation;

(e) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, easements, licenses, restrictions on the use of property or minor imperfections in title thereto that, in the aggregate, are not material in amount, and that do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Company or any of its Subsidiaries;

(g) Liens on property of any corporation that becomes a Subsidiary of the Company after the date of this Agreement; provided that such Liens are in existence at the time such corporation becomes a Subsidiary of the Company and were not created in anticipation thereof;

(h) Liens upon real and/or tangible personal property acquired after the date hereof (by purchase, construction or otherwise) by the Company or any of its Subsidiaries, each of which Liens either (A) existed on such property before the time of its acquisition and was not created in anticipation thereof or (B) was created solely for the purpose of securing Indebtedness representing, or incurred to finance, refinance or refund, the cost (including the cost of construction) of such property; provided that no such Lien shall extend to or cover any property of the Company or such Subsidiary other than the property so acquired and improvements thereon;

(i) additional Liens upon real and/or personal property created after the date hereof; provided that the aggregate Indebtedness secured thereby and incurred on and after the date hereof shall not exceed \$25,000,000 in the aggregate at any one time outstanding; and

(j) any extension, renewal or replacement of the foregoing; provided that the Liens permitted hereunder shall not be spread to cover any additional Indebtedness or property (other than a substitution of like property).

SECTION 6.02. Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (such an arrangement, a "Sale and Lease-Back Transaction"), other than (i) Sale and Lease-Back Transactions entered into in connection with the financing of aircraft to be used in connection with the Company's business capitalized on the books of the Company or treated as operating leases if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$25,000,000 in aggregate amount at any time outstanding, and (ii) Sale and Lease-Back Transactions capitalized on the books of the Company or treated as operating leases (other than a Sale and Lease-Back Transaction permitted by clause (i) above) if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$25,000,000 in aggregate amount at any time outstanding.

SECTION 6.03. Mergers, Sales of Assets, etc. (a) In the case of any Borrower, consolidate or merge with or into any other corporation or convey, transfer or lease its properties and assets substantially as an entirety to any person, unless:

(i) the corporation formed by such consolidation or merger or the person which acquires by conveyance or transfer, or which leases, the properties and assets of such Borrower substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume, by an agreement supplemental hereto, executed and delivered to each other party hereto, in form satisfactory to the Administrative Agent, the due and punctual payment of the principal of and interest on the Loans and all other obligations of such Borrower under the Loan Documents and the performance or observance of every covenant of this Agreement on the part of such Borrower to be performed or observed;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(iii) the Company shall have delivered to the Administrative Agent an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance, transfer or lease and such supplemental agreement comply with this paragraph (a) and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) Upon any consolidation by any Borrower with or merger by any Borrower into any other corporation or any conveyance, transfer or lease of the properties and assets of any Borrower substantially as an entirety in accordance with paragraph (a) above, the successor corporation formed by such consolidation or into which such Borrower is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the applicable Borrower under the Loan Documents with the same effect as if such successor corporation had been named as a Borrower herein, and thereafter, the predecessor corporation shall be relieved of all obligations and covenants under the Loan Documents.

SECTION 6.04. Lines of Business; Fiscal Year. Engage or invest in operations engaging to any substantial extent in any line or lines of business activity other than the business of manufacturing, providing, distributing and selling such diverse goods and industrial services, principally for industrial, commercial, construction and defense applications, the same or similar to those goods and services as are manufactured, provided, distributed and sold by the Company on the date hereof. In the case of the Company, change its fiscal year end from that in effect at December 31, 1999.

SECTION 6.05. Transactions with Affiliates. Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except that as long as no Default or Event of Default shall have occurred and be continuing, the Company or any

Subsidiary may engage in any of the foregoing transactions in the ordinary course of business at prices and on terms and conditions not less favorable to the Company or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties.

SECTION 6.06. Net Worth. The Company will not permit its Net Worth at any time to be less than \$475,000,000.

SECTION 6.07. Total Debt to Total Capital Ratio. The Company will not permit the ratio of Total Debt to Total Capital at any time on or after the date hereof to exceed the ratio 0.60 to 1.

ARTICLE VII

Events of Default

In case of the happening of any of the following events ("Events of Default"):

(a) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five days;

(d) default shall be made in the due observance or performance by any of the Borrowers or any Subsidiary of any covenant, condition or agreement contained in Section 5.01(a) or 5.05 or in Article VI;

(e) default shall be made in the due observance or performance by any of the Borrowers or any Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or any Lender to the Company;

(f) (i) the Company or any Subsidiary shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness in a principal amount in excess of (I) \$20,000,000, in the case of any single obligation, or (II) \$20,000,000, in the case of all obligations in the aggregate, in each case, when and as the same shall become due and payable, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any Indebtedness in an aggregate principal amount in excess of \$20,000,000 and such failure shall continue beyond any applicable grace period; or (ii) Indebtedness of the Company and its Subsidiaries, or any of them, in a principal amount in excess of (A) \$20,000,000, in the case of any single obligation, or (B) \$20,000,000, in the case of all obligations in the aggregate, shall be declared due and payable or required to be prepaid prior to its stated maturity;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of any Borrower or any Subsidiary, or of a substantial part of the property or assets of any Borrower or a Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal or state bankruptcy, insolvency, receivership or similar law (or similar statute or law in any other jurisdiction), (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Subsidiary or for a substantial part of the property or assets of any Borrower or a Subsidiary or (iii) the winding-up or liquidation of any Borrower or any Subsidiary; and such proceeding or petition shall continue undismissed for 30 days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) any Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal or state bankruptcy, insolvency, receivership or similar law (or similar statute or law in any other jurisdiction), (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (g) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any Subsidiary or for a substantial part of the property or assets of any Borrower or any Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;

(i) one or more judgments for the payment of money in an aggregate amount in excess of \$10,000,000 (exclusive of amounts fully covered by insurance where the insurer has admitted liability in respect of such judgment) or in excess of \$20,000,000 (regardless of insurance coverage) shall be rendered against any Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which 60 days execution shall not be effectively stayed, or otherwise being appropriately contested in

good faith, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of any Borrower or any Subsidiary to enforce any such judgment;

(j) a Reportable Event or Reportable Events, or a failure to make a required installment or other payment (within the meaning of Section 412(n)(1) of the Code), shall have occurred with respect to any Plan or Plans that reasonably could be expected to result in liability of any Borrower to the PBGC or to a Plan in an aggregate amount exceeding \$5,000,000 and, within 30 days after the reporting of any such Reportable Event to the Administrative Agent or after the receipt by the Administrative Agent of the statement required pursuant to Section 5.06, the Administrative Agent shall have notified such Borrower in writing that (i) the Required Lenders have made a determination that, on the basis of such Reportable Event or Reportable Events or the failure to make a required payment, there are reasonable grounds (A) for the termination of such Plan or Plans by the PBGC, (B) for the appointment by the appropriate United States District Court of a trustee to administer such Plan or Plans or (C) for the imposition of a lien in favor of a Plan and (ii) as a result thereof an Event of Default exists hereunder; or a trustee shall be appointed by a United States District Court to administer any such Plan or Plans; or the PBGC shall institute proceedings to terminate any Plan or Plans;

(k) an "Event of Default" shall have occurred as defined under the Five-Year Credit Agreement;

(l) the Guarantor's guarantee hereunder shall become ineffective for any reason or the Guarantor shall deny its obligations as a guarantor hereunder in writing; or

(m) there shall have occurred a Change in Control;

then, and in every such event (other than an event with respect to a Borrower described in paragraph (g) or (h) above), and at any time thereafter during the continuance of such event, the Administrative Agent, with the consent of the Required Lenders, may, or at the request of the Required Lenders, shall, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any event with respect to a Borrower described in paragraph (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document,

shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding.

ARTICLE VIII

The Administrative Agent

In order to expedite the transactions contemplated by this Agreement, JPMorgan Chase Bank is hereby appointed to act as Administrative Agent on behalf of the Lenders. Each of the Lenders hereby irrevocably authorizes the Administrative Agent to take such actions on behalf of such Lender or holder and to exercise such powers as are specifically delegated to the Administrative Agent by the terms and provisions hereof and of the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The Administrative Agent is hereby expressly authorized by the Lenders, without hereby limiting any implied authority, (a) to receive on behalf of the Lenders all payments of principal of and interest on the Loans and all other amounts due to the Lenders hereunder, and promptly to distribute to each Lender its proper share of each payment so received; (b) as provided in Article VII, to give notice on behalf of each of the Lenders to the Borrowers of any Event of Default specified in this Agreement of which the Administrative Agent has actual knowledge acquired in connection with its agency hereunder; and (c) to distribute to each Lender copies of all notices, financial statements and other materials delivered by any Borrower pursuant to this Agreement as received by the Administrative Agent.

The Administrative Agent is hereby authorized to designate one of its affiliates (the "Agent Designee") to perform the functions of the Administrative Agent with respect to Alternative Currency Borrowings. The Administrative Agent shall designate the Agent Designee by notice to the Company and the Lenders (and may from time to time replace the Agent Designee with any of its affiliates by notice to the Company and the Lenders). Upon and after any such designation, (i) copies of all Borrowing Requests, Competitive Bid Requests, Competitive Bids and all other notices required to be delivered hereunder with respect to Alternative Currency Borrowings shall be delivered to both the Administrative Agent and the Agent Designee and (ii) all references hereunder to the "Administrative Agent" and "Administrative Agent in London" in the context of Alternative Currency Borrowings shall be construed as including references to the Agent Designee. The Administrative Agent hereby designates Chase Manhattan International Limited as the initial Agent Designee.

Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable as such for any action taken or omitted by any of them except for its or his own gross negligence or wilful misconduct, or be responsible for any statement, warranty or representation herein or the contents of any document delivered in connection herewith, or be required to ascertain or to make any inquiry concerning the performance or observance by the Borrowers of any of the terms,

conditions, covenants or agreements contained in any Loan Document. The Administrative Agent shall not be responsible to the Lenders for the due execution, genuineness, validity, enforceability or effectiveness of this Agreement, or any other Loan Documents or other instruments or agreements. The Administrative Agent shall in all cases be fully protected in acting, or refraining from acting, in accordance with written instructions signed by the Required Lenders and, except as otherwise specifically provided herein, such instructions and any action or inaction pursuant thereto shall be binding on all the Lenders. The Administrative Agent shall, in the absence of knowledge to the contrary, be entitled to rely on any instrument or document believed by it in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Neither the Administrative Agent nor any of its directors, officers, employees or agents shall have any responsibility to the Borrowers on account of the failure of or delay in performance or breach by any Lender of any of its obligations hereunder or to any Lender on account of the failure of or delay in performance or breach by any other Lender or the Borrowers of any of their respective obligations hereunder or under any other Loan Document or in connection herewith or therewith. The Administrative Agent may execute any and all duties hereunder by or through agents or employees and shall be entitled to rely upon the advice of legal counsel selected by it with respect to all matters arising hereunder and shall not be liable for any action taken or suffered in good faith by it in accordance with the advice of such counsel.

The Lenders hereby acknowledge that the Administrative Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement unless it shall be requested in writing to do so by the Required Lenders.

Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by notifying the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, having a combined capital and surplus of at least \$500,000,000 or an Affiliate of any such bank. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor bank, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.05 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

With respect to the Loans made by it hereunder, the Administrative Agent in its individual capacity and not as Administrative Agent shall have the same rights and powers as any other Lender and may exercise the same as though it were not the Administrative Agent, and the Administrative Agent and its Affiliates may accept

deposits from, lend money to and generally engage in any kind of business with the Borrowers or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent.

Each Lender agrees (i) to reimburse the Administrative Agent, on demand, in the amount of its pro rata share (based on its Commitment hereunder) of any expenses incurred for the benefit of the Lenders by the Administrative Agent, including counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders, which shall not have been reimbursed by the Borrowers and (ii) to indemnify and hold harmless the Administrative Agent and any of its directors, officers, employees or agents, on demand, in the amount of such pro rata share, from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against it in its capacity as the Administrative Agent or any of them in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by it or any of them under this Agreement or any other Loan Document, to the extent the same shall not have been reimbursed by the Borrowers; provided that no Lender shall be liable to the Administrative Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of the Administrative Agent or any of its directors, officers, employees or agents.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

ARTICLE IX

Guarantee

SECTION 9.01. Guarantees. The Guarantor hereby guarantees to each Lender and the Administrative Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the principal of and interest on the Loans made by the Lenders to any Approved Borrower and all other amounts from time to time owing to the Lenders or the Administrative Agent by any Approved Borrower under this Agreement or pursuant to its Designation Letter, strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). The Guarantor hereby further agrees that if any Approved Borrower shall fail to pay in full

when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, the Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 9.02. Obligations Unconditional. The obligations of the Guarantor under Section 9.01 hereof are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of any Approved Borrower under this Agreement or any other agreement or instrument referred to herein or therein (including, without limitation, any Designation Letter), or any substitution, release or exchange of any other guarantee or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 9.02 that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:

(i) at any time or from time to time, without notice to the Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein or therein shall be done or omitted; or

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with.

The Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against any Approved Borrower under this Agreement or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations.

SECTION 9.03. Reinstatement. The obligations of the Guarantor under this Article IX shall be automatically reinstated if and to the extent that for any reason

any payment by or on behalf of any Approved Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise and the Guarantor agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, fees of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration.

SECTION 9.04. Subrogation. The Guarantor hereby irrevocably waives all rights of subrogation or contribution, whether arising by operation of law (including, without limitation, any such right arising under Title 11 of the United States Code) or otherwise, by reason of any payment by it pursuant to the provisions of this Article IX and further agrees that for the benefit of each of its creditors (including, without limitation, each Lender and the Administrative Agent) that any such payment by it of the Guaranteed Obligations of any Approved Borrower shall constitute a contribution of capital by the Guarantor to such Approved Borrower.

SECTION 9.05. Remedies. The Guarantor agrees that, as between the Guarantor and the Lenders, the obligations of any Approved Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article VII hereof (and shall be deemed to have become automatically due and payable in the circumstances provided in said Article VII) for purposes of Section 9.01 hereof notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against any Approved Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such Approved Borrower) shall forthwith become due and payable by the Guarantor for purposes of such Section 9.01.

SECTION 9.06. Continuing Guarantee. The guarantee in this Article IX is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the Company, to it at P.O. Box 8888, Camp Hill, Pennsylvania 17001-8888, Attention of Salvatore D. Fazzolari (Telecopy No. 717-763-6402);

(b) if to an Approved Borrower, to it at its address as set forth in its Designation Letter;

(c) if to the Administrative Agent, to JPMorgan Chase Bank, One Chase Manhattan Plaza, New York, New York 10081, Attention of Anne Bowles (Telecopy No. 212-552-7500), with copies to JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017, Attention of Tina Ruyter (Telecopy No. 212-270-5120) and, with respect to any Alternative Currency Borrowing, to J.P. Morgan Europe Limited, 9 Thomas More St., London, England E1W9YT, Attention of Steve Clarke (Telecopy No. +44-20-7777-2360) or to any other Agent Designee as directed by the Administrative Agent; and

(d) if to a Lender, to it at its address (or telecopy number) set forth in Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telecopy, or on the date five Business days after dispatch by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 10.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 10.01.

SECTION 10.02. Survival of Agreement. All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 10.03. Binding Effect. This Agreement shall become effective when it shall have been executed by the Company and the Administrative Agent and when the Administrative Agent shall have received copies hereof which, when taken together, bear the signatures of each Lender, and thereafter shall be binding upon and inure to the benefit of the Borrowers, the Administrative Agent and each Lender and their respective successors and assigns, except that the Borrowers shall not have the right to assign rights hereunder or any interest herein without the prior consent of all the Lenders.

SECTION 10.04. Successors and Assigns. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrowers, the Administrative Agent or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided, however, that (i) except in the case of an assignment to a Lender or an Affiliate of such Lender, the Company and the Administrative Agent must give their prior written consent to such assignment (which consent shall not be unreasonably withheld and in the case of the Company, shall not be required during the continuation of an Event of Default), (ii) each such assignment shall be of a constant, and not a varying, percentage of all the assigning Lender's rights and obligations under this Agreement, (iii) the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 (or, if smaller, such Lender's remaining Commitment) and the amount of the Commitment of such Lender remaining after such assignment shall not be less than \$5,000,000 or shall be zero, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, and a processing and recordation fee of \$3,500 and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. Upon acceptance and recording pursuant to paragraph (e) of this Section 10.04, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five Business days after the execution thereof, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto (but shall continue to be entitled to the benefits of Sections 2.13, 2.15, 2.19 and 10.05, as well as to any Fees accrued for its account hereunder and not yet paid)). Notwithstanding the foregoing, any Lender assigning its rights and obligations under this Agreement may retain any Competitive Loans made by it outstanding at such time, and in such case shall retain its rights hereunder in respect of any Loans so retained until such Loans have been repaid in full in accordance with this Agreement.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment, if any, and the outstanding balances of its Standby Loans and Competitive Loans, if any, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Acceptance, (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or the financial condition of the Company or any Subsidiary or

the performance or observance by any Borrower of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error and the Borrower, the Administrative Agent and the Lenders may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Company and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above and, if required, the written consent of the Company and the Administrative Agent to such assignment, the Administrative Agent shall (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Lenders.

(f) Upon giving written notice to the Company, each Lender may without the consent of the Company or the Administrative Agent sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.13, 2.15 and 2.19 to the same extent as if they were Lenders and (iv) the Borrowers, the

Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing any fees payable hereunder or the amount of principal of or the rate at which interest is payable on the Loans, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans or changing or extending the Commitments).

(g) Any Lender or participant may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 10.04, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrowers furnished to such Lender by or on behalf of the Borrowers; provided that, prior to any such disclosure of information designated by the Company as confidential, each such assignee or participant or proposed assignee or participant shall execute an agreement whereby such assignee or participant shall agree (subject to customary exceptions) to preserve the confidentiality of such confidential information. It is understood that confidential information relating to the Borrowers would not ordinarily be provided in connection with assignments or participations of Competitive Loans.

(h) Any Lender may at any time assign all or any portion of its rights under this Agreement to a Federal Reserve Bank; provided that no such assignment shall release a Lender from any of its obligations hereunder. In order to facilitate such an assignment to a Federal Reserve Bank, the applicable Borrower shall, at the request of the assigning Lender, duly execute and deliver to the assigning Lender a promissory note or notes evidencing the Loans made to such Borrower by the assigning Lender hereunder.

(i) The Borrowers shall not assign or delegate any of their rights or duties hereunder, except as permitted by Section 6.03.

SECTION 10.05. Expenses; Indemnity. (a) Each Borrower agrees to pay all out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby contemplated shall be consummated) or incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made hereunder, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent, and, in connection with any such amendment, modification or waiver or any such enforcement or protection, the reasonable fees, charges and disbursements of any other counsel for the Administrative Agent or any Lender. Each Borrower further agrees that it shall indemnify the Lenders from and hold them harmless against any documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or any of the other Loan Documents.

(b) Each Borrower agrees to indemnify the Administrative Agent, each Lender, any of their respective Affiliates that have made Loans as provided in Section 2.2(b) and the respective directors, officers, employees and agents of the foregoing persons (each such person being called an "Indemnatee") against, and to hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnatee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the transactions contemplated thereby, (ii) the actual or proposed use of the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnatee is a party thereto or (iv) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower or its Subsidiaries, or any Environmental Liability related in any way to the Borrower or its subsidiaries; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee.

(c) The provisions of this Section 10.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 10.05 shall be payable on written demand therefor.

SECTION 10.06. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender (and any of its Affiliates that have made Loans as provided in Section 2.2(b)) is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender (or such Affiliates) to or for the credit or the account of any Borrower against any of and all the obligations of such Borrower now or hereafter existing under this Agreement and other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 10.07. Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 10.08. Waivers; Amendment. (a) No failure or delay of the Administrative Agent or any Lender in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies which they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Borrower in any case shall entitle such Borrower to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company and the Required Lenders; provided, however, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan, without the prior written consent of each Lender affected thereby, (ii) change or extend the Commitment or decrease the Utilization Fees or Facility Fees of any Lender without the prior written consent of such Lender, or (iii) amend or modify the provisions of Section 2.16, the provisions of Article IX, the provisions of this Section or the definition of "Required Lenders", without the prior written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent.

SECTION 10.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges which are treated as interest under applicable law (collectively the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable on the Loan of such Lender, together with all Charges payable to such Lender, shall be limited to the Maximum Rate.

SECTION 10.10. Entire Agreement. This Agreement and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 10.11. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other Loan Documents. Each party hereto (a) certifies that 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 and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.11.

SECTION 10.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10.13. Judgment Currency. (a) The Borrowers' obligations hereunder and under the other Loan Documents to make payments in Dollars or in any Alternative Currency (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or a Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent or such Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Borrower or in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made at the Alternative Currency Equivalent or Dollar Equivalent, in the case of any Alternative Currency or Dollars, and, in the case of other currencies, the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Borrower covenants and agrees to pay, or cause to be paid, as a separate obligation and notwithstanding any judgment, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with

the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Alternative Currency Equivalent or Dollar Equivalent or rate of exchange for this Section, such amounts shall include any premium and costs payable in connection with the purchase of the Obligation Currency.

SECTION 10.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 10.03.

SECTION 10.15. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 10.16. Jurisdiction; Consent to Service of Process.

(a) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Borrower or its properties in the courts of any jurisdiction.

(b) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 10.17. Tax Disclosure. Notwithstanding anything herein to the contrary, each Borrower, each Lender and the Agent (and any employee, representative

or other agent of any of the foregoing) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and the U.S. federal income tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to any of the foregoing relating to such tax treatment and tax structure. However, no disclosure of any information relating to such tax treatment or tax structure may be made to the extent nondisclosure is reasonably necessary in order to comply with applicable securities laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

HARSCO CORPORATION,

by:

/s/ Salvatore D. Fazzolari

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

JPMORGAN CHASE BANK, individually and as
Administrative Agent,

by:

/s/ Tina L. Ruyter

Name: Tina L. Ruyter
Title: Vice President

SIGNATURE PAGE to
HARSCO CORPORATION
AMENDED AND RESTATED
364-DAY CREDIT AGREEMENT

Name of Institution: JPMorgan Chase Bank

by: /s/ Tina L. Ruyter

Name: Tina L. Ruyter
Title: Vice President

Name of Institution: Bank of Tokyo-Mitsubishi Trust Company

by: /s/ Christian Giordano

Name: Christian Giordano
Title: Vice President

Name of Institution: Banco Bilbao Vizcaya Argentaria, S.A.

by: /s/ Jay Levit

Name: Jay Levit
Title: Vice President
Global Corporate Banking

by: /s/ Santiago Hernandez

Name: Santiago Hernandez
Title: Vice President
Global Corporate Banking

Name of Institution: Citicorp North America, Inc.

by: /s/ William G. Martens, III

Name: William G. Martens, III
Title: Managing Director

Name of Institution: ING Luxembourg

by: /s/ Vincent Vermeire

Name: Vincent Vermeire
Title: Corporate & Institutional
Banking Senior Manager
by: /s/ Alexandre Cayphas

Name: Alexandre Cayphas
Title: Corporate Product Manager

Name of Institution: Lloyds TSB Bank plc

by: /s/ Richard M. Heath

Name: Richard M. Heath
Title: Vice President,
Corporate Banking, USA
by: /s/ Catherine Rankin

Name: Catherine Rankin
Title: Assistant Vice President,
Corporate Banking, USA

Name of Institution: Manufacturers and Traders Trust Company

by: /s/ Joshua C. Becker

Name: Joshua C. Becker
Title: Officer

Name of Institution: PNC Bank, National Association

by: /s/ Robert J. Giannone

Name: Robert J. Giannone
Title: Vice President

Name of Institution: Suntrust Bank

by: /s/ Stephen Derby

Name: Stephen Derby
Title: Director

Name of Institution: Svenska Handelsbanken AB (PUBL)

by: /s/ Jonas Daun

Name: Jonas Daun
Title: Senior Vice President

by: /s/ Mikael Westerback

Name: Mikael Westerback
Title: Vice President

Name of Institution: The Royal Bank of Scotland plc

by: /s/ Julian Dakin

Name: Julian Dakin
Title: Senior Vice President

Name of Institution: Wachovia Bank, NA

by: /s/ Brian D. Smith

Name: Brian D. Smith
Title: Associate

AMENDMENT NO. 2 (this "Amendment") dated as of August 15, 2003, to the FIVE-YEAR CREDIT AGREEMENT dated as of September 29, 2000 (the "Credit Agreement"), among HARSCO CORPORATION, a Delaware corporation (the "Company"), the LENDERS referred to therein (the "Lenders"), and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended credit to the Company pursuant to the terms and subject to the conditions set forth therein.

WHEREAS, the Company has requested that the Credit Agreement be amended as set forth herein.

WHEREAS, the Required Lenders are willing so to amend the Credit Agreement pursuant to the terms and subject to the conditions set forth herein.

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

SECTION 1. Amendment to Section 3.09 of the Credit Agreement. Section 3.09 of the Credit Agreement is hereby amended by deleting the last sentence thereof and substituting in lieu thereof the words:

"The Company has in the ordinary course of business given extensions or waivers of the statutes of limitations relating to payment of U.S. Federal taxes and relating to various state, local and foreign taxes or impositions, none of which might reasonably be expected to result in a Material Adverse Effect."

SECTION 2. Addition to Article X of the Credit Agreement. Article X of the Credit Agreement is hereby amended by inserting the following Section at the end thereof:

"SECTION 10.17. Tax Disclosure. Notwithstanding anything herein to the contrary, each Borrower, each Lender and the Agent (and any employee, representative or other agent of any of the foregoing) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and the U.S. federal income tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to any of the foregoing relating to such tax treatment and tax structure. However, no disclosure of any information relating to such tax treatment or tax structure may be made to the extent nondisclosure is reasonably necessary in order to comply with applicable securities laws."

SECTION 3. Representations and Warranties. The Company represents and warrants to each of the Lenders and the Administrative Agent that, after giving effect to this Amendment:

(a) The representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date.

(b) The Borrowers are in compliance with the covenants set forth in Article V and Article VI of the Credit Agreement as of the date hereof.

(c) No Event of Default or Default has occurred and is

continuing.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date first written above provided that on or prior to such date the Administrative Agent shall have received counterparts hereof, duly executed and delivered by the Company and the Required Lenders.

SECTION 5. Effectiveness. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Syndication Agent or the Documentation Agent under the Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Company to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. As used in the Credit Agreement, the terms "Agreement", "herein", "hereunder", "hereto", "hereof" and words of similar import shall, unless the context otherwise requires, refer to the Credit Agreement as modified hereby.

SECTION 6. APPLICABLE LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which, when taken together, shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 8. Expenses. The Company agrees to reimburse the Administrative Agent for its out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent.

SECTION 9. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

HARSCO CORPORATION,

by:

/s/ Salvatore D. Fazzolari

Name: Salvatore D. Fazzolari
Title: Senior V.P., CFO & Treasurer

JPMORGAN CHASE BANK, individually
and as Administrative Agent,

by:

/s/ Tina L. Ruyter

Name: Tina L. Ruyter
Title: Vice President

SIGNATURE PAGE to AMENDMENT
NO. 2 dated as of August
15, 2003, to the HARSCO
CORPORATION FIVE-YEAR
CREDIT AGREEMENT dated as
of September 29, 2000

To approve Amendment No. 2 to the Five-Year Credit Agreement:

Name of Institution: JPMorgan Chase Bank

by: /s/ Tina L. Ruyter

Name: Tina L. Ruyter
Title: Vice President

Name of Institution: Citicorp North America, Inc.

by: /s/ William G. Martens, III

Name: William G. Martens, III
Title: Managing Director

Name of Institution: Manufacturers and Traders Trust Company

by: /s/ Joshua C. Becker

Name: Joshua C. Becker
Title: Officer

Name of Institution: PNC Bank, National Association

by: /s/ Robert J. Giannone

Name: Robert J. Giannone
Title: Vice President

Name of Institution: SunTrust Bank

by: /s/ Michael Pugsley

Name: Michael Pugsley
Title:

Name of Institution: The Bank of Nova Scotia

by: /s/ Brian Allen

Name: Brian Allen
Title: Managing Director

AMENDMENT NO. 1 (this "Amendment") dated as of September 27, 2002, to the FIVE-YEAR CREDIT AGREEMENT dated as of September 29, 2000 (the "Credit Agreement"), among HARSCO CORPORATION, a Delaware corporation (the "Company"), the LENDERS referred to therein (the "Lenders"), and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

A. Pursuant to the Credit Agreement, the Lenders have extended credit to the Company pursuant to the terms and subject to the conditions set forth therein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

B. The Company has requested that the Credit Agreement be amended as set forth herein.

C. The Required Lenders are willing so to amend the Credit Agreement pursuant to the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS TO THE CREDIT AGREEMENT. (a) Section 6.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.02. SALE AND LEASE-BACK TRANSACTIONS. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (such an arrangement, a "Sale and Lease-Back Transaction"), other than (i) Sale and Lease-Back Transactions entered into in connection with the financing of aircraft to be used in connection with the Company's business capitalized on the books of the Company or treated as operating leases if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$25,000,000 in aggregate amount at any time outstanding, and (ii) Sale and Lease-Back Transactions capitalized on the books of the Company or treated as operating leases (other than a Sale and Lease-Back Transaction permitted by clause (i) above) if the aggregate sale price of all such Sale and Lease-Back Transactions does not exceed \$25,000,000 in aggregate amount at any time outstanding."

(b) Section 3.09 of the Credit Agreement is hereby amended by deleting the last sentence thereof and in its place inserting the following:

"The Company has not given any waiver of the statute of limitations relating to payment of U.S. Federal taxes, but has in the ordinary course of business given extensions or waivers of the statutes of limitations relating to various state, local and

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foreign taxes or impositions, none of which might reasonably be expected to result in a Material Adverse Effect."

SECTION 2. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to each of the Lenders and the Administrative Agent that, after giving effect to this Amendment:

(a) the representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date.

(b) the Borrowers are in compliance with the covenants set forth in Article V and Article VI of the Credit Agreement as of the date hereof.

(c) no Event of Default or Default has occurred and is continuing.

SECTION 3. CONDITIONS TO EFFECTIVENESS. This Amendment shall

become effective as of the date first written above at such time as the Administrative Agent shall have received counterparts hereof, duly executed and delivered by the Company and the Required Lenders.

SECTION 4. EFFECTIVENESS. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Syndication Agent or the Documentation Agent under the Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Company to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. As used in the Credit Agreement, the terms "Agreement", "herein", "hereunder", "hereto", "hereof" and words of similar import shall, unless the context otherwise requires, refer to the Credit Agreement as modified hereby.

SECTION 5. APPLICABLE LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which, when taken together, shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. EXPENSES. The Company agrees to reimburse the Administrative Agent for its out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore, counsel for the Administrative Agent.

SECTION 8. HEADINGS. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

HARSCO CORPORATION,

by

/s/ Salvatore D. Fazzolari

Name: Salvatore D. Fazzolari

Title: Sr. Vice President, CFO & Treasurer

JPMORGAN CHASE BANK, individually
and as Administrative Agent,

by

/s/ Tina L. Ruyter

Name: Tina L. Ruyter

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 DATED AS OF
SEPTEMBER 27, 2002, TO THE HARSCO CORPORATION
FIVE-YEAR CREDIT AGREEMENT DATED AS OF
SEPTEMBER 29, 2000

NATIONAL WESTMINSTER BANK PLC

by

/s/ Julian Dakin
Name: Julian Dakin
Title: Senior Vice President

SVENSKA HANDELSBANKEN AB (PUBL)

by

/s/ Jonas Daun

Name: Jonas Daun
Title: Senior Vice President

by

/s/ Mikael Westerback

Name: Mikael Westerback
Title: Vice President

CITIBANK N.A.

by

/s/ Stuart G. Miller

Name: Stuart G. Miller
Title: Vice President

ALLFIRST BANK

by

/s/ Jennifer Uricheck

Name: Jennifer Uricheck
Title: Assistant Vice President

PNC BANK, NATIONAL ASSOCIATION

by

/s/ Robert J. Giannone

Name: Robert J. Giannone
Title: Vice President

SUNTRUST BANK

by

/s/ Stephen Derby

Name: Stephen Derby
Title: Director

THE BANK OF NOVA SCOTIA

by

/s/ Todd S. Meller

Name: Todd S. Meller
Title: Managing Director

WACHOVIA BANK, NATIONAL ASSOCIATION

by

/s/ David L. Driggers

Name: David L. Driggers
Title: Managing Director

CERTIFICATIONS

I, Derek C. Hathaway, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Harsco Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 13, 2003

/s/ Derek C. Hathaway

Derek C. Hathaway
Chief Executive Officer

CERTIFICATIONS

I, Salvatore D. Fazzolari, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Harsco Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 13, 2003

/s/ Salvatore D. Fazzolari

Salvatore D. Fazzolari
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Harsco Corporation (the "Company") on Form 10-Q for the period ending September 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Derek C. Hathaway, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Derek C. Hathaway

Derek C. Hathaway
Chief Executive Officer

November 13, 2003

A signed original of this written statement required by Section 906 has been provided to Harsco Corporation and will be retained by Harsco Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Harsco Corporation (the "Company") on Form 10-Q for the period ending September 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Salvatore D. Fazzolari, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Salvatore D. Fazzolari

Salvatore D. Fazzolari
Chief Financial Officer

November 13, 2003

A signed original of this written statement required by Section 906 has been provided to Harsco Corporation and will be retained by Harsco Corporation and furnished to the Securities and Exchange Commission or its staff upon request.