

Securities and Exchange Commission
Washington, D.C. 20549

FORM S-3
Registration Statement
Under the Securities Act of 1933

HARSCO CORPORATION

(Exact name of registrant as specified in its charter)
Delaware 23-1483991
(State or other (I.R.S.
jurisdiction of Employer
incorporation or Identification
organization) No.)

P.O. Box 8888
Camp Hill, Pennsylvania 17001-8888
(717) 763-7064
(Address, including zip code, and telephone number,
including area code, of registrant's principal
executive offices)

Paul C. Coppock
Senior Vice President, Chief Administrative Officer,
General Counsel and Secretary

and

Harsco Corporation

P.O. Box 8888

Camp Hill, Pennsylvania 17001-8888
(717) 763-7064

(Name, address, including zip code, and telephone
number, including area code, of agent for service)

Copy to:

Thomas C. Russler, Esq.
Mudge Rose Guthrie Alexander & Ferdon
180 Maiden Lane
New York, New York 10038
(212) 510-7000

Approximate date of commencement of proposed sale to
the public: From time to time after the effectiveness
of the registration statement as determined in light
of market conditions and other factors.

If the only securities being registered on this
form are being offered pursuant to dividend or
interest reinvestment plans, please check the
following box. []

If any of the securities being registered on this
form are to be offered on a delayed or continuous
basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection
with dividend or interest reinvestment plans, check
the following box. [X]

Calculation of Registration Fee

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price (1)	Amount of regis- tration fee
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Primary
Offering: (2)

Debt
Securities
(3)

Preferred
Stock,
\$1.25
par
value

Common Stock, \$1.25 par value	\$200,000,000	100%(4)	\$200,000,000(4)	\$68,965.52
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Secondary
Offering:

Common Stock, \$1.25 par value	300,297 shares	\$39.31(5)	\$11,804,675.07(5)	\$4,070.58
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(1) Exclusive of accrued interest and dividends, if any.

(2) There are also being registered hereunder in the Primary Offering (i) contingent share purchase rights attached to and evidenced by the Common Stock and (ii) an indeterminate number of shares as may be issued upon conversion of Debt Securities or Preferred Stock for which, in each case, no separate consideration will be received.

(3) If any Debt Securities are issued (i) with a principal amount denominated in a foreign currency, such principal amount as shall result in an aggregate initial offering price of up to \$200,000,000 at the time of initial offering, or (ii) at an original issue discount, such greater principal amount as shall result in an aggregate initial offering price of up to \$200,000,000.

(4) Estimated solely for the purpose of determining the registration fee.

(5) Estimated solely for the purpose of determining the registration fee on the basis of the average of the high and low prices of the Common Stock on the New York Stock Exchange Composite Tape on December 12, 1994.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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[Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.]
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Subject to Completion Dated December 15, 1994

Harsco Corporation
Debt Securities, Preferred Stock and Common Stock

Harsco Corporation (the "Company") may offer from time to time in one or more series, together or separately, as shall be designated by the Company (i) debt securities (the "Debt Securities") which may be either senior debt securities (the "Senior Debt Securities") or subordinated debt securities (the "Subordinated Debt Securities") which, in the case of Subordinated Debt Securities, may be convertible into the Company's Common Stock, \$1.25 par value (the "Common Stock"), (ii) shares of its preferred stock, \$1.25 par value (the "Preferred Stock"), and (iii) shares of its Common Stock. In addition, 300,297 shares of Common Stock offered hereby are being sold by certain shareholders of the Company (the "Selling Shareholders"). See "Selling Shareholders" and "Plan of Distribution". The Debt Securities, Preferred Stock and Common Stock (including the shares offered by the Selling Shareholders) are collectively called the "Securities." The Securities may be offered in amounts, at prices and on terms to be determined at the time of offering; provided, however, that the aggregate initial public offering price of all Securities offered by the Company shall not exceed \$200,000,000 (or its equivalent, based on the applicable exchange rate at the time of sale, in one or more foreign currencies, currency units or composite currencies). Certain specific terms of the particular Securities in respect of which this Prospectus is being delivered will be set forth in the accompanying Prospectus Supplement (the "Prospectus Supplement"), including where applicable, in the case of Debt Securities: the specific title, aggregate principal amount, denomination, maturity, premium, if any, interest rate (which may be fixed, floating or adjustable), the time and method of calculating payment of interest, if any, the place or places where principal of (and premium, if any) and interest, if any, on such Debt Securities will be payable, the currency in which principal of (and premium, if any) and interest, if any, on such Debt Securities shall be payable, any terms of redemption at the option of the Company or the holder of such Debt Securities (a "Holder"), any sinking fund provisions, terms for any conversion or exchange into other securities, the initial public offering price and other special terms; and, in the case of Preferred Stock, the specific title, the aggregate amount, any dividends (including the method of calculating payment of such dividends), liquidation, redemption, any voting and other rights, terms for any conversion or exchange into other securities, the initial public offering price and any other special terms. The Senior Debt Securities when issued will rank on a parity with all other unsecured and unsubordinated indebtedness of the Company. The Subordinated Debt Securities when issued will be unsecured and subordinated to all present and future Senior Indebtedness (as hereinafter defined) of the Company. If so specified in the applicable Prospectus Supplement, Debt Securities of a series may be issued in whole or in part in the form of one or more temporary or permanent global Securities. The Company's Common Stock is listed on the New York Stock Exchange and the Pacific Stock Exchange. Any Common Stock sold pursuant to a Prospectus Supplement will be listed on such exchanges, subject to official notice of issuance.

The Prospectus Supplement may contain information concerning certain United States federal income tax considerations, if applicable to the Securities offered.

The Securities will be sold directly, through agents, underwriters or dealers as designated from time to time, or through a combination of such methods. If agents of the Company or the Selling Shareholders or any dealers or underwriters are

involved in the sale of the Securities in respect of which this Prospectus is being delivered, the names of such agents, dealers or underwriters and any applicable commissions or discounts will be set forth in or may be calculated from the Prospectus Supplement with respect to such Securities. The Company will not receive any of the proceeds from the sale of the shares by the Selling Shareholders.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 199__.

No person is authorized in connection with the offering made hereby to give any information or to make any representation not contained or incorporated by reference in this Prospectus or any Prospectus Supplement and, if given or made, such information or representation must not be relied upon as having been authorized by the Company or any underwriter. This Prospectus or any Prospectus Supplement does not constitute an offer of any securities other than the securities to which it relates, or an offer to any person in any jurisdiction where such offer would be unlawful. Neither the delivery of this Prospectus and any Prospectus Supplement nor any sale made hereunder shall, under any circumstances, create any implication that there has not been any change in the affairs of the Company or its subsidiaries since the date of the Prospectus Supplement.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and at the following Regional Offices of the Commission: 7 World Trade Center, New York, New York 10048; and 500 West Madison Street, Chicago, Illinois 60661-2511. Copies of the above-referenced materials may be obtained from the Public Reference Section of the Commission, at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such reports, proxy statements and other information concerning the Company may also be inspected at the offices of the following exchanges on which the Common Stock of the Company is listed: the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005; and the Pacific Stock Exchange Incorporated, 301 Pine Street, San Francisco, California 94104.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed with the Commission (File No. 1-3970) pursuant to the Exchange Act are incorporated herein by reference:

1. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993;
2. The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1994, June 30, 1994, and September 30, 1994; and

3. The Company's Current Report on Form 8-K dated January 28, 1994, as amended by its Form 8-K/A dated April 14, 1994, and the Company's Current Report on

Form 8-K dated August 16, 1994.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this Prospectus and prior to the termination of the offering of the Securities, shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. The Company will provide without charge to each person to whom a copy of this Prospectus is delivered, upon written or oral request, a copy of any and all of the documents incorporated by reference herein, other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents. Any such request may be directed to the Secretary, Harsco Corporation, P.O. Box 8888, Camp Hill, Pennsylvania 17001-8888, telephone, (717) 763-7064.

THE COMPANY

General

Harsco Corporation (hereinafter referred to as the "Company"), a diversified international manufacturing and service company, conducts its business through 10 divisions and has 16 varied classes of products and services, principally for industrial, commercial, construction and defense applications. The Company's operations are organized into the following three Operating Groups:

(i) Metal Reclamation and Mill Services Group, which consists of the Heckett MultiServ Division, the world leader in providing specialized steel mill services at over 130 steel mills in 27 countries;

(ii) Infrastructure, Construction and Transportation Group, which is composed of these five Divisions: BMY-Wheeled Vehicles (school buses); Fairmont Tamper (railway maintenance equipment); IKG Industries (industrial grating products); Patent Construction Systems (scaffolding, shoring and forming equipment); and Reed Minerals (roofing granules and slag abrasives); and

(iii) Process Industry Products Group, which includes these four Divisions: Capitol Manufacturing (industrial pipe fittings); Patterson-Kelley (process equipment); Sherwood (valves and regulators); and Taylor-Wharton Gas Equipment (gas containment equipment).

Harsco has over 175 major facilities in 30 countries, including the United States. Harsco also holds a 40% ownership in United Defense, L.P., a \$1.0 billion joint venture with FMC Corporation, which principally manufactures ground combat vehicles for the U.S. and international governments.

The principal executive offices of the Company are located at 350 Poplar Church Road, Wormleysburg, Pennsylvania. The Company's mailing address is P.O. Box 8888, Camp Hill, Pennsylvania 17001-8888 and its telephone number is (717) 763-7064.

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

	Nine Months ended September 30,		Year ended December 31,			
	1994	1993	1992	1991	1990	1989
Consolidated ratio of earnings to fixed charges (1)(2)	4.40	6.72	7.24	6.04	6.25	2.04

(1) No shares of the Company's Preferred Stock were outstanding during the periods presented; therefore, the consolidated ratio of earnings to combined fixed charges and preferred stock dividends for such periods were the same as the consolidated ratio of earnings to fixed charges.

(2) "Fixed charges" represent interest expense, capitalized interest and the portion of rental expense representing the interest factor for continuing operations. "Earnings" represent the aggregate of income from continuing operations before extraordinary items (excluding undistributed earnings of unconsolidated entities), income taxes, net adjustments for capitalized interest and fixed charges deducted from earnings.

USE OF PROCEEDS

The net proceeds from the sale of the Securities offered by the Company will be added to the working capital of the Company and will be used for general corporate purposes, which may include the repayment of short-term and/or long-term indebtedness, the financing of a portion of the Company's capital expenditure programs, the acquisition of operating companies and the repurchase of shares of the Company's Common Stock. Pending the utilization of the proceeds, the Company may invest all or part of such proceeds in short-term government securities or money market instruments. The Company will not receive any proceeds from the sale of any shares of Common Stock offered by the Selling Shareholders.

The Company may engage in further public or private financings of a character and amount to be determined to provide additional funds which may be required for any of the purposes discussed above.

DESCRIPTION OF THE DEBT SECURITIES

Senior Debt Securities may be issued from time to time in one or more series under an Indenture, dated as of May 1, 1985, as amended by the First Supplemental Indenture (as so amended, the "Senior Indenture"), to be entered into by the Company and Chemical Bank, as Trustee (the "Senior Trustee"). Subordinated Debt Securities may be issued from time to time in one or more series under an indenture (the "Subordinated Indenture") to be entered into between the Company and Chemical Bank, as Trustee (the "Subordinated Trustee"). The Senior Indenture and the Subordinated Indenture are sometimes referred to collectively as the "Indentures," and the Senior Trustee and the Subordinated Trustee are sometimes referred to collectively as the "Trustees." As used under this caption, unless the context otherwise requires, "debt securities" in lower case shall mean all debt securities issued or issuable, as the case may be, under the respective Indentures, and "Debt Securities" with initial capital letters shall mean

the Debt Securities covered by this Prospectus and any Prospectus Supplement. The statements under this caption are brief summaries of certain provisions contained in the Indentures, do not purport to be complete and are qualified in their entirety by reference to the Indentures, including the definition therein of certain terms, copies of which are filed as exhibits to the Registration Statement, as amended, of which this Prospectus is a part.

Whenever particular provisions or defined terms in the Indentures are referred to therein, such provisions or defined terms are incorporated by reference herein. Section and Article references used herein are references to provisions of both the Senior Indenture and Subordinated Indenture unless otherwise noted.

General

Each Indenture provides for the issuance of debt securities in one or more series, and does not limit the principal amount of debt securities that may be issued thereunder.

Reference is made to the Prospectus Supplement for the following terms of the Debt Securities being offered hereby: (1) the specific title of the Debt Securities; (2) whether the Debt Securities are Senior Debt Securities or Subordinated Debt Securities; (3) the aggregate principal amount of the Debt Securities; (4) the denominations in which the Debt Securities are authorized to be issued; (5) the date or dates on which the Debt Securities will mature; (6) the rate or rates per annum or the method for determining such rate or rates, if any, at which the Debt Securities will bear interest; (7) the times at which any such interest will be payable; (8) the place or places at which the Company will make payments of principal (and premium, if any) and interest, if any, and the method of such payment; (9) the foreign currency or units of two or more of such foreign currencies in which the Debt Securities are denominated, if other than United States dollars, and the currency in which interest is payable if other than the currency in which the Debt Securities are denominated; (10) any provisions relating to optional or mandatory redemption of the Debt Securities; (11) any sinking fund provisions; (12) the ability of the Company to discharge or defease its obligations with respect to the Debt Securities by depositing cash funds or Government Obligations or U.S. Government Securities (each as hereinafter defined) with the Trustee; (13) the initial public offering price of the Debt Securities; (14) whether the Debt Securities will be issued in whole or in part in the form of one or more global Debt Securities and, in such case, the depository for such Debt Security or Debt Securities; (15) the person to whom any interest on a Debt Security of such series will be payable, if other than the person in whose name that Debt Security is registered at the close of business on the regular record date for such interest; (16) the extent to which, or the manner in which, any interest payable on a global Debt Security on an interest payment date will be paid; (17) with respect to the Subordinated Debt Securities only, whether such Securities will be convertible into or exchangeable for Common Stock or any other shares of the capital stock or securities of the Company and, if so, the terms and conditions upon which such conversion will be effected including the initial conversion price or rate and the conversion period; (18) any additional covenants and Events of Default and the remedies with respect thereto not currently set forth in the respective Indenture; and (19) any other specific terms of the Debt Securities.

If the principal of, premium, if any, or interest on Debt Securities of any series are payable in a foreign or composite currency, or if any index or formula is used to determine the amount of payment of

principal of, premium, if any, or interest on any series of Debt Securities, any specific federal income tax, accounting and other considerations applicable thereto will be described in the Prospectus Supplement relating to that series.

One or more series of Debt Securities may be sold at a substantial discount below its or their stated principal amount, bearing no interest or interest at a rate that at the time of issuance is below market rate. Federal income tax consequences and other special considerations applicable to any such series will be described in the Prospectus Supplement relating thereto.

Subordinated Debt Securities

Subordination. The obligations of the Company pursuant to the Subordinated Debt Securities will be subordinate in right of payment, to the extent set forth in the Subordinated Indenture, to all Senior Indebtedness of the Company. (Subordinated Indenture Article XIV). Upon the maturity of principal of any Senior Indebtedness by lapse of time, acceleration or otherwise, no payments, including sinking fund payments, may be made on the Subordinated Debt Securities and no Subordinated Debt Securities may be acquired until all principal of and premium, if any, and interest on all such matured Senior Indebtedness shall have been paid in full. (Subordinated Indenture Section 1403). "Senior Indebtedness" of the Company is defined to mean the principal of and premium, if any, and interest on the indebtedness (other than the Subordinated Debt Securities) of the Company, whether outstanding on the date of the Subordinated Indenture or thereafter created, incurred, assumed or guaranteed to others, (a) for money borrowed from or guaranteed to others, (b) under promissory notes or debentures, bonds or other instruments of indebtedness issued under the provisions of or pursuant to an indenture, agreement, or similar instrument, or (c) for the payment of money relating to the lease of any property, which lease may be capitalized on the consolidated balance sheet of the Company and its Subsidiaries in accordance with generally accepted accounting principles as in effect from time to time and, in each such case, all renewals, extensions, refundings, amendments or modifications thereof; unless, in each case, by the terms of the instrument creating or evidencing the indebtedness it is provided that such indebtedness is not superior in right of payment to the Subordinated Debt Securities. (Subordinated Indenture Section 101). The Subordinated Indenture does not limit the aggregate amount of Senior Indebtedness that may be issued. As of October 31, 1994, Senior Indebtedness of the Company aggregated approximately \$431,745,000.

Conversion of Subordinated Debt. The applicable Prospectus Supplement will provide whether the Subordinated Debt Securities of a series will be convertible and, if so, the initial conversion price per share at which such convertible Subordinated Debt Securities will be convertible into Common Stock. Subject to prior redemption of the convertible Subordinated Debt Securities, the Holders of such Subordinated Debt Securities will be entitled at any time on or before the close of business on the maturity date thereof to convert such Subordinated Debt Securities (or, in the case of convertible Subordinated Debt Securities of denominations in excess of \$1,000, any portion of which is \$1,000 or an integral multiple of \$1,000) into shares of Common Stock at the initial conversion price set forth in the applicable Prospectus Supplement. No adjustment will be made on conversion of any convertible Subordinated Debt Securities for interest accrued thereon or, except as set forth below, for dividends on any

securities issued upon such conversion. (Subordinated Indenture Section 1301).

In order to exercise the right of conversion, the Holder of any such convertible Subordinated Debt Securities must surrender his convertible Subordinated Debt Securities to the Company at any office or agency of the Company maintained for such purpose. The convertible Subordinated Debt Securities to be surrendered must be accompanied by written notice to the Company that the Holder elects to convert such Subordinated Debt Securities.

If any convertible Subordinated Debt Security is converted between a record date for the payment of interest and the next succeeding interest payment date, such convertible Subordinated Debt Security must be accompanied (unless such Debt Securities or portions thereof have been called for redemption on a redemption date within such period) by funds payable to the Company equal to the interest payable to the registered Holder on such interest payment date on the principal amount so converted. In the case of any convertible Subordinated Debt Security or portion thereof called for redemption, conversion rights expire at the close of business on the Redemption Date, even if such redemption occurs at a time when conversion of the Subordinated Debt Security portion thereof is in the best interests of the Holder. (Subordinated Indenture Section 1302).

No fractional shares of Common Stock will be issued upon conversion but, in lieu thereof, an adjustment in cash will be made based on the market price of Common Stock at the close of business on the date of conversion. (Subordinated Indenture Section 1303).

The Conversion Price will be subject to adjustment in the event of: (i) the payment of certain stock dividends on the Common Stock; (ii) the issuance of certain rights or warrants to all holders of the Common Stock entitling them to subscribe for or purchase Common Stock at a price less than the market price; (iii) the subdivision of Common Stock into a greater number of shares of Common Stock or the combination of Common Stock into a smaller number of shares of Common Stock; (iv) the distribution by the Company to all holders of the Common Stock of evidences of indebtedness or assets of the Company (excluding rights or warrants and any dividends or distributions mentioned above); and (v) the reclassification of Common Stock into other securities. However, no adjustment in the Conversion Price will be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price. (Subordinated Indenture Section 1304).

In case of certain consolidations or mergers to which the Company is a party or the transfer of substantially all of the assets of the Company, each convertible Subordinated Debt Security then

outstanding would, without the consent of any Holders of the convertible Subordinated Debt Securities, become convertible only into the kind and amount of securities, cash and other property receivable upon the consolidation, merger or transfer by a holder of the number of shares of Common Stock into which such convertible Subordinated Debt Security might have been converted immediately prior to such consolidation, merger or transfer (assuming such holder of Common Stock failed to exercise any rights of election and received per share the kind and amount received per share by a plurality of non-electing shares).

(Subordinated Indenture Section 1311).

Form, Exchange, Registration and Transfer

Debt Securities of a series may be issuable in certificated or global form. Debt Securities may be presented for registration of transfer (with the form of transfer endorsed thereon duly executed), at the office of the Security Registrar or at the office of any transfer agent designated by the Company for such purpose with respect to any series of Debt Securities and referred to in an applicable Prospectus Supplement, without service charge and upon payment of any taxes and other governmental charges as described in the applicable Indenture. Such transfer or exchange will be effected upon the Security Registrar or such transfer agent, as the case may be, being satisfied with the documents of title and identity of the person making the request. The Company has appointed the Senior Trustee as Security Registrar with respect to the Senior Debt Securities and the Subordinated Trustee as Security Registrar with respect to the Subordinated Debt Securities. (Section 305). The Company may at any time rescind the designation of any such transfer agent or approve a change in the location through which any such transfer agent acts, except that the Company will be required to maintain a transfer agent in each place of payment for such series. The Company may at any time designate additional transfer agents with respect to any series of Debt Securities. (Section 1002).

In the event of any redemption, the Company shall not be required to (i) issue, register the transfer of or exchange any Debt Security during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Debt Securities of like tenor and of the series of which such Debt Security is a part, and ending at the close of business on the day of such mailing or (ii) register the transfer of or exchange any Debt Security so selected for redemption, in whole or in part, except the unredeemed portion of any Debt Security being redeemed in part. (Section 305).

Payment and Paying Agents

Unless otherwise indicated in an applicable Prospectus Supplement, payment of principal of and premium (if any) on any Debt Security will be made only against surrender to the Paying Agent of such

Debt Security. Principal of and any premium and interest, if any, on Debt Securities will be payable at such place or places of payment by such Paying Agent or Paying Agents as the Company may designate from time to time, except that at the option of the Company payment of any interest may be made by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register with respect to such Debt Securities. (Sections 1001 and 1002). Unless otherwise indicated in an applicable Prospectus Supplement, payment of interest on a Debt Security on any Interest Payment Date will be made to the person in whose name such Debt Security is registered at the close of business on the Regular Record Date for such interest. (Section 307).

The Corporate Trust Office of the applicable Trustee in the City of New York will be designated as a Paying Agent for payments with respect to Debt Securities of each series. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent or approve a change in the office through which any Paying Agent acts, except that the Company will be required to maintain a Paying Agent in each place of payment for the Debt Securities. (Section 1002).

All moneys paid by the Company to a Paying Agent for the payment of the principal of and premium or interest, if any, on any Debt Security of any series which remain unclaimed at the end of two years after such principal, premium, if any, or interest shall have become due and payable will be repaid to the Company and the Holder of such Debt Security will thereafter look only to the Company for payment thereof. (Section 1003).

Global Debt Securities

If any Debt Securities of a series are issuable in global form, the applicable Prospectus Supplement will describe the circumstances, if any, under which beneficial owners of interests in any such global Debt Security may exchange such interests for Debt Securities of such series and of like tenor and principal amount in any authorized form and denomination. Principal of and any premium and interest on a global Debt Security will be payable in the manner described in the applicable Prospectus Supplement.

The specific terms of the depository arrangement with respect to any portion of a series of Debt Securities to be represented by a global Debt Security will be described in the applicable Prospectus Supplement.

Senior Indenture Restrictive Covenants

The Senior Indenture (but not the Subordinated Indenture) places certain restrictions on the Company as described in this section.

Certain Definitions. "Subsidiary" means any corporation of which the Company, directly or indirectly, owns voting securities entitling it to elect a majority of the directors. "Unrestricted Subsidiary" means (a) any Subsidiary acquired or organized after the date of the Senior Indenture, provided that such Subsidiary is not a successor, directly or indirectly, to any "Restricted Subsidiary" (as defined), (b) any Subsidiary the principal business and assets of which are located outside the United States of America, its territories and possessions and (c) any Subsidiary substantially all the assets of which consist of stock or other securities of a Subsidiary or Subsidiaries of the character described in (a) and (b) above, in each case unless and until such Subsidiary or Subsidiaries shall have been designated to be a "Restricted Subsidiary." "Restricted Subsidiary" means (a) any Subsidiary other than an Unrestricted Subsidiary and (b) any Subsidiary which, after the date of the Senior Indenture, was an Unrestricted Subsidiary but which is designated by the Board of Directors of the Company to be a Restricted Subsidiary. (Senior Indenture Section 101).

"Principal Facility" means any manufacturing plant, warehouse, office building or other operating facility of the Company or any Restricted Subsidiary, owned on or acquired after May 1, 1985, other than any such facility which the Board of Directors of the Company by duly adopted resolution deems not to be of material importance to the business conducted by the Company and its Subsidiaries, taken as a whole. (Senior Indenture Section 101).

Restrictions on Creation of Secured Debt. The Company and its Restricted Subsidiaries are prohibited from creating, incurring, assuming or guaranteeing any Secured Debt without equally and ratably securing the Senior Debt Securities then outstanding and any other indebtedness of or guaranteed by the Company or any Restricted Subsidiary then entitled thereto, except that this restriction does not apply to (i) purchase

money security interests (including those incurred in connection with future construction) and security interests in property acquired by the Company or a Restricted Subsidiary which exist at the time such property is acquired, (ii) security interests existing on the property, shares or indebtedness of a corporation at the time it becomes a Restricted Subsidiary, (iii) any security interest on property of a corporation existing at the time such corporation is merged into or consolidated with the Company or a Restricted Subsidiary, (iv) mechanics' and other statutory liens arising in the ordinary course of business, (v) liens for taxes not yet due and for contested taxes against which adequate reserves have been established, and judgment liens if the judgment is being contested and so long as execution thereof is stayed, (vi) leases and certain landlords' liens, (vii) certain governmental liens arising in connection with contracts or other transactions, including security interests arising in connection with the financing of pollution control facilities, or in

connection with any governmental regulation, privilege or license, and (viii) any extension, renewal or replacement of (i) through (vii) above. (Senior Indenture Section 1005). "Secured Debt" means indebtedness (other than indebtedness of the Company or a Restricted Subsidiary to the Company or another Restricted Subsidiary) for money borrowed or on which interest is by the terms of such indebtedness paid or payable, which (a) is secured by a security interest in any Principal Facility or in the stock or indebtedness of a Restricted Subsidiary, or (b) in the case of indebtedness of the Company, is guaranteed by a Restricted Subsidiary. (Senior Indenture Section 101).

Notwithstanding the foregoing restrictions, the Company and Restricted Subsidiaries may issue, assume or guarantee Secured Debt not otherwise permitted without equally and ratably securing the Senior Debt Securities if the sum of (a) the amount of such Secured Debt plus (b) the aggregate value of Sale and Leaseback Transactions (subject to certain exceptions) described below, does not exceed 5% of Consolidated Net Tangible Assets. (Senior Indenture Section 1005). "Consolidated Net Tangible Assets" means (i) the aggregate amount of assets (less applicable reserves and other properly deductible items) appearing on the balance sheet of the Company and its consolidated Subsidiaries, except goodwill and similar intangible assets, less (ii) the consolidated current liabilities (subject to certain exceptions) of the Company and its consolidated Subsidiaries. (Senior Indenture Section 101).

Restrictions on Sales and Leasebacks. The Company and its Restricted Subsidiaries are prohibited from engaging in any Sale and Leaseback Transaction unless (a) the Company or a Restricted Subsidiary would be entitled to incur, without the benefit of the exceptions referred to in the first paragraph under "Restrictions on Creation of Secured Debt" above, Secured Debt equal to the amount realized upon the sale or transfer involved in such transaction without equally and ratably securing the Senior Debt Securities or (b) an amount equal to the value (as defined) of the property leased is applied to (i) the purchase or construction of properties, facilities or equipment used for operating purposes, (ii) the retirement of Funded Debt of the Company or any Restricted Subsidiary other than Funded Debt owed to the Company or a Restricted Subsidiary; provided, however, that the amount to be applied to the retirement of Funded Debt of the Company shall be reduced by (A) the principal amount of any Senior Debt Securities delivered within 120 days after such sale or transfer to the Trustee for retirement and cancellation, and (B) the principal amount of Funded

Debt, other than Senior Debt Securities, voluntarily retired by the Company within 120 days after such sale or transfer. Notwithstanding the foregoing, no retirement referred to in clause (b) above may be effected by payment at maturity or pursuant to any mandatory sinking fund payment or any mandatory

prepayment provision. (Senior Indenture Section 1006). "Sale and Leaseback Transaction" means any sale or transfer of any Principal Facility in operation for more than 120 days prior to such sale or transfer if the sale or transfer is made with the intention of, or as part of an arrangement involving, the lease of such property to the Company or a Restricted Subsidiary (except a lease for a period not exceeding 36 months with the intention that the use of such property by the Company or such Restricted Subsidiary will be discontinued on or before the expiration of such period). "Funded Debt" means all indebtedness for money borrowed maturing more than one year from the date of the most recent balance sheet of the Company and its consolidated Subsidiaries or having a maturity of less than one year but by its terms being renewable or extendible beyond one year from such date at the borrower's option. (Senior Indenture Section 101).

Restriction on Transfer of Principal Facility to Unrestricted Subsidiary. The Company and its Restricted Subsidiaries are prohibited from transferring any Principal Facility to an Unrestricted Subsidiary unless, within 120 days of such transfer, it applies an amount equal to the fair value of such Principal Facility to one of the alternatives set forth in clause (b) of the preceding paragraph with respect to Sale and Leaseback Transactions. (Senior Indenture Section 1007).

Merger and Consolidation

The Indentures provide that no merger or consolidation of the Company with or into any other corporation and no sale, or conveyance or lease of all or substantially all of its property may be made to another corporation unless immediately after such transaction the surviving or acquiring corporation, if not the Company, (i) is organized and exists under the laws of the United States of America or a State thereof, (ii) expressly assumes by supplemental indenture the payment of principal of and premium and interest, if any, on all Debt Securities and the performance and observance of all covenants and conditions of each Indenture to be performed and kept by the Company and (iii) is not in default in the performance or observance of any of the covenants and conditions of each Indenture to be performed and kept by the Company. (Section 801). The Senior Indenture (but not the Subordinated Indenture) also provides that no such merger, consolidation, sale, conveyance or lease may be consummated if, as a result thereof, any Principal Facility would become subject to a security interest, unless either (i) the Senior Debt Securities then outstanding shall prior to such transaction be equally and ratably secured by a direct lien on such Principal Facility prior in rank to all subsequent liens, or (ii) such security interest would be permitted as described under "Restrictions on Creation of Secured Debt" above. (Senior Indenture Section 802).

The Indentures do not contain any other covenant that restricts the Company's ability to merge or consolidate with any other corporation, sell or convey all or substantially all of its assets to any person, firm or corporation or otherwise engage in restructuring transactions. Further, the Indentures do not contain any provisions that would provide protection to Holders of Debt Securities against a sudden and dramatic decline in credit quality resulting from a takeover, recapitalization or similar

restructuring of the Company.

Discharge of Indentures

If and when the Company (a) has delivered all Debt Securities of any series theretofore authenticated to the applicable Trustee for cancellation or (b) if permitted by the terms of a series of Debt Securities and specified in the Prospectus Supplement relating thereto (i) has deposited irrevocably with the applicable Trustee cash funds or Government Obligations, the principal of and interest on which when due will, together with any cash funds set aside at the same time and without the necessity for further investment or reinvestment of the principal amount of or interest from such Government Obligations or of such cash funds, provide funds sufficient to pay at maturity or upon redemption the principal of and premium and interest, if any, on all of the outstanding Debt Securities of any series appropriately designated and (ii) has obtained an Opinion of Counsel to the effect that such deposit will not alter the tax liabilities of Holders of Debt Securities of such series or cause the recognition of income, gain or loss by such Holders for federal income tax purposes, and, in either case, the Company has paid or caused to be paid all other sums payable under the applicable Indenture with respect to Debt Securities of such series, then, except as provided below, the applicable Indenture shall cease to be of further effect with respect to Debt Securities of such series and, at the written request of the Company, the applicable Trustee will execute proper instruments acknowledging the satisfaction of and discharge of the applicable Indenture; provided that, notwithstanding the foregoing, so long as a Debt Security of such series remains outstanding the applicable Indenture shall continue in effect following such discharge with respect to rights of registration of transfer, exchange or replacement of Debt Securities of such series, rights to receive payment of the principal thereof and premium and interest, if any, thereon, certain obligations of the Company under the applicable Indenture, and correlative rights and responsibilities of the applicable Trustee. (Section 401).

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not, by their terms, callable.

Defeasance of Certain Obligations

If so specified in the Prospectus Supplement, the Company may omit to comply with the restrictive covenants of the Indenture in respect of Debt Securities of any series if the Company deposits with the Trustee, in trust, (i) money; (ii) U.S. Government Securities which through the payment of interest thereon and principal thereof in accordance with their terms will provide money; or (iii) any combination of (i) and (ii) above, in an amount sufficient to pay all principal (including any mandatory sinking fund payments) of, and premium, if any, and interest on, the Debt Securities on the dates such payments are due in accordance with the terms of the Debt Securities. Despite such deposit and covenant defeasance, the Company's primary liability to pay all outstanding Debt Securities shall survive until the payment of all principal (including any mandatory sinking fund payments) thereof, premium, if any, and interest due thereon. Such defeasance will become effective after the Company, among other things, has delivered to the Trustee an opinion of counsel to the effect that the trust resulting from the defeasance will not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

(Section 403).

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

Events of Default

The following constitute Events of Default with respect to Debt Securities of any series: (a) default in the payment of any interest upon any Debt Security of that series when due, continued for 30 days; (b) default in the payment of principal of or premium, if any, on any Debt Security of that series when due; (c) default in the payment or satisfaction of any sinking fund obligation with respect to Debt Securities of that series when and as due; (d) failure to perform any other covenant or agreement contained in the applicable Indenture continued for 60 days after written notice by the Trustee or Holders of at least

25% in principal amount of the outstanding Debt Securities of that series; and (e) certain events of bankruptcy, insolvency or reorganization. The Senior Indenture (but not the Subordinated Indenture) also includes as an Event of Default with respect to the Senior Debt Securities the acceleration of the maturity of indebtedness aggregating more than \$5,000,000 of the Company under the terms of an instrument or instruments under which such indebtedness are issued or secured, if such acceleration is not annulled within ten days after written notice by the Trustee or Holders of at least 25% in principal amount of the outstanding Debt Securities of that series. If an Event of Default with respect to Debt Securities of any series shall occur and be continuing, the applicable Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then outstanding may declare by written notice all the Debt Securities of that series due and payable immediately, but such declaration may in certain circumstances be annulled, and certain past defaults waived, by the Holders of not less than a majority in aggregate principal amount of the Debt Securities under the applicable Indenture. Each Indenture also provides that the applicable Trustee shall give notice to the Holders of the occurrence of defaults but may withhold notice to the Holders of any default (except in payment of principal and premium or interest, if any, on the Debt Securities or any sinking fund payment) if it considers it in the interest of the Holders to do so. (Sections 501, 502, 513 and 602).

Each Indenture provides that the Holders of a majority in principal amount of the outstanding Debt Securities of any series may direct the time, method and place of conducting any proceeding for any remedy available to the applicable Trustee or exercising any trust or power conferred on the applicable Trustee

with respect to Debt Securities of that series. Each Trustee is entitled to be indemnified by the Holders under the applicable Indenture before proceeding to exercise any right or power under each Indenture at the request of the Holders. The right of a Holder of any Debt Security to institute a proceeding with respect to the applicable Indenture is subject to certain conditions precedent, including notice and indemnity to the applicable Trustee, but the Holder has an absolute right to receipt of principal and premium and interest, if any, when due and to institute suit for the enforcement thereof. (Sections 507, 508, 512 and 603).

Modifications and Waivers

Modifications and amendments of each Indenture may be made by the Company and the Trustee by supplemental indenture, in the case of the Senior Indenture, with the consent of the Holders of 66²/₃% in principal amount of the outstanding Debt Securities of each series affected thereby, or, in the case of the Subordinated Indenture, with the consent of the Holders of a majority in principal amount of the

outstanding Debt Securities of each series affected thereby; provided, however, that under either Indenture no such modification or amendment may, without the consent of the Holder of each outstanding Debt Security affected thereby, (a) change the stated maturity date of the principal amount of, or any installment of principal of or interest on, any Debt Security, (b) reduce the principal amount of, or the premium or interest, if any, on, any Debt Security, (c) reduce the amount of principal of any original issue discount Debt Security payable upon acceleration of the maturity thereof, (d) change the place or currency of payment of principal of, or premium or interest, if any, on, any Debt Security, (e) impair the right to institute suit for the enforcement of any payment on or with respect to any Debt Security on or after maturity thereof, (f) reduce the percentage in principal amount of outstanding Debt Securities of any series, the consent of the Holders of which is required for modification or amendment of each Indenture or for waiver of compliance with certain provisions of each Indenture or for waiver of certain defaults. (Section 902). The Holders of a majority in principal amount of the outstanding Debt Securities of any series may on behalf of the Holders of all Debt Securities of that series waive, insofar as that series is concerned, compliance by the Company with certain restrictive provisions of each Indenture. (Senior Indenture Section 1008; Subordinated Indenture Section 1004). The Holders of a majority in principal amount of the outstanding Debt Securities of any series may on behalf of the Holders of all Debt Securities of that series waive any past default under each Indenture with respect to Debt Securities of that series, except a default in the payment of the principal of, or premium or interest, if any, on, any Debt Security of that series or in respect of any provision which under each Indenture cannot be modified or amended without the consent of the Holders of each outstanding Debt Security of that series affected. (Section 513).

Title to Debt Securities

The Company, any agent of the Company and the applicable Trustee may treat the registered Holder of any Debt Security as the absolute owner thereof (whether or not such Debt Security shall be overdue and notwithstanding any notice to the contrary) for the purpose of making payment and for all other purposes. (Section 308).

Replacement of Debt Securities

Any mutilated Debt Security will be replaced by the Company at the expense of the Holder upon surrender of such Debt Security to the applicable Trustee. Debt Securities that become destroyed, lost or stolen will be replaced by the Company at the expense of the Holder upon delivery to the applicable Trustee of evidence of the destruction, loss or theft thereof satisfactory to the Company and the applicable Trustee. In the case of a destroyed, lost or stolen

Debt Security, an indemnity satisfactory to the applicable Trustee and the Company may be required at the expense of the Holder of such Debt Security before a replacement Debt Security will be issued. (Section 306).

Governing Law

The Senior Indenture is, and the Subordinated Indenture and the Debt Securities will be, governed by, and construed in accordance with, the laws of the State of New York. (Section 112).

Information Concerning the Trustees

Each Indenture contains limitations on the right of the applicable Trustee, as a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. (Section 613). In addition, a Trustee may be deemed to have a conflicting interest and may be required to resign as Trustee if at the time of a default under the applicable Indenture it is a creditor of the Company.

Chemical Bank, the Trustee under the Senior Indenture and the Trustee under the Subordinated Indenture, may engage in transactions with, or performed services for the Company in the ordinary course of business.

DESCRIPTION OF THE CAPITAL STOCK

The following description of the capital stock does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the more complete descriptions thereof set forth in (a) the Company's Restated Articles of Incorporation, as amended (the "Certificate of Incorporation"), and the Rights Agreement, dated as of September 29, 1987, between the Company and The Chase Manhattan Bank (National Association), as Rights Agent, both of which have been filed as exhibits to the Registration Statement of which this Prospectus is a part, and (b) the Certificate of Designation relating to each series of Preferred Stock, which will be filed with the Commission at or prior to the time of the offering of such series of Preferred Stock. A form of Certificate of Designation is filed as an exhibit to the Registration Statement of which this Prospectus is a part.

The Company is currently authorized by its Restated Articles of Incorporation to issue 70,000,000 shares of Common Stock, \$1.25 par value, and 4,000,000 shares of preferred stock, \$1.25 par value (the "Preferred Stock"). The Board of Directors has authority to divide the Preferred Stock into one or more series and has broad authority to fix and determine the relative rights and preferences of the shares of each such series.

Common Stock

Subject to the rights of the holders of the Preferred Stock which may be outstanding from time to time, holders of Common Stock are entitled to receive

such dividends as are declared by the Board of Directors from any funds legally available therefor, to one vote for each share on all matters voted upon by shareholders, including election of directors (cumulative voting being prohibited), and to share ratably in assets available for distribution upon any liquidation. Holders of Common Stock have no preemptive rights and have no rights to convert their Common Stock into any other securities, and such shares are not subject to redemption or to any further call or assessment.

Shareholder Rights Agreement. In September 1987, the Company's Board declared a dividend of one Preferred Stock contingent purchase right on each outstanding share of Common Stock. All shares of Common Stock issued subsequently also include these rights. Each right may be exercised to purchase one-hundredth of a share of the Company's Series A Junior Participating Cumulative Preferred Stock at an exercise price of \$200 (subject to certain adjustments) upon the earlier of: (i) 10 business days following a public announcement that a person or group of affiliated or associated persons has acquired beneficial ownership of 20% or more of the outstanding shares of Common Stock, or (ii) 10 business days following the commencement of a tender offer or exchange offer that would result in a person or group owning 25% or more of the outstanding shares of Common Stock. If any person or group becomes the beneficial owner of 25% or more of the Common Stock then outstanding, or if a 20%-or-more shareholder or group engages in certain self-dealing transactions, or if the Company is involved in a transaction which has the effect of increasing by more than 1% the share of any class of equity securities (or securities exercisable for or convertible into securities) of the Company or any of its subsidiaries owned by a 20%-or-more shareholder or group, then each right not owned by such person or group will entitle its owner to purchase, in lieu of shares of Preferred Stock, at the right's then current exercise price, shares of Common Stock (or, in certain circumstances as determined by the Board, other consideration) having a value of twice the right's exercise price. In addition, if the Company is involved in a merger or other business combination transaction with another person in which its Common Stock is changed into or exchanged for other securities or property of another person, or sells 50% or more of its assets or earning power to another person, each right will entitle its holder to purchase, at the right's then-current exercise price, common stock of such other person having a value of twice the right's exercise price. The rights, which have no voting or dividend rights, expire on September 28, 1997. The Company generally will be entitled to redeem the rights at \$.05 per right at any time until the 10th business day following public announcement that a 20% position has been acquired.

Delaware General Corporation Law Section 203. The Company is subject to Section 203 of the Delaware General Corporation Law ("Section 203") which restricts certain transactions and business combinations between a corporation and an interested stockholder (defined in Section 203, generally, as a person owning 15% or more of a corporation's outstanding voting stock) for a period of three years from the date such person becomes an interested stockholder. Subject to certain exceptions, unless the transaction is approved by the Board of Directors and the holders of at least 66 $\frac{2}{3}$ % of the outstanding voting stock of the corporation (excluding voting stock held by the interested stockholder), Section 203 prohibits certain business transactions, such as a merger with, disposition of assets to, or receipt of disproportionate financial benefits by the interested stockholder, or any other transaction that would

increase the interested stockholder's proportionate ownership of any class or series of the corporation's stock. The statutory ban does not apply if, upon consummation of the transaction in which any person becomes an interested stockholder, the interested stockholder owns at least 85% of the outstanding voting stock of the corporation (excluding voting stock held by persons who are both directors and officers or by certain employee stock plans) or if either the proposed transaction or the transaction by which the interested stockholder became such is approved by the board of directors of the corporation prior to the date such stockholder becomes an interested stockholder.

Special Charter Provisions. The Certificate of Incorporation and the Bylaws of the Company contain provisions which could have the effect of delaying, deferring or preventing a change in control of the Company. These provisions (1) classify the Board of Directors into three classes, as nearly equal as possible, each of which serves for three years, with one class elected each year; (2) authorize the Board of Directors to fix the number of Directors and provide that vacancies and newly created directorships resulting from any increase in the number of Directors may only be filled by a majority of the remaining Directors (subject to the rights of any Preferred Stock holders); (3) require that shareholder's nominations for Directors for election at a shareholders meeting be made not later than (a) 90 days prior to the anniversary date of the immediately preceding annual meeting or (b) in the case of a special meeting, seven days following the date on which notice of such meeting is first given to stockholders; (4) provide that Directors may be removed for cause only by the affirmative vote of 80% of the outstanding shares entitled to vote in the election of Directors; (5) provide that, except as otherwise required by law, only the Board of Directors, the Chairman of the Board or the President may call a special meeting of the shareholders; (6) prohibit the taking of any action by written stockholder consent in lieu of a meeting; and (7) provide that the affirmative vote of 80% of the

outstanding shares of Common Stock is required to amend, alter, modify or repeal certain provisions of the Certificate of Incorporation and the Bylaws (including the provisions described in this paragraph) or to adopt provisions inconsistent therewith.

The Certificate of Incorporation contains a fair price provision which requires that mergers, consolidations, asset sales, liquidations, recapitalizations, and certain other business combinations (a "Business Combination") involving the Company and persons beneficially owning 10% or more of the outstanding shares of Common Stock ("Substantial Stockholders") either (1) meet certain minimum price and procedural requirements, (2) be approved by 3/4 of the "continuing directors" (those in office before such Substantial Stockholder became a Substantial Stockholder and their successors who are approved by a majority of the then current continuing directors), or (3) be approved by the affirmative vote of (a) 90% of outstanding shares of Common Stock and (b) the number or proportion of shares of any class or series of any class of other shares of the Company (if any) as shall be required by the express terms of such class or series. This provision also provides that it can only be amended by an affirmative vote described in clause (2) or (3) above and such other vote of the shareholders as may be required by statute or the Bylaws.

To consummate a Business Combination based on the minimum price and procedural requirements the following conditions must be met:

(1) Without the approval of 3/4 of the continuing directors, a Substantial Shareholder shall not, after the time it becomes a Substantial Shareholder, have (a) made any material change in the Company's business or capital structure; (b) received the benefit of any loan, advance, guarantee, pledge or other financial assistance provided by the Company, except proportionately with all other stockholders; (c) made, caused or brought about any change in the Company's Certificate of Incorporation or Bylaws or in the membership of the Board of Directors or any committee thereof; or (d) acquired any newly issued or treasury shares from the Company (except upon conversion of convertible securities or as a result of a pro rata share dividend or share split); and

(2) All of the holders of Common Stock must receive consideration which is not less than the greatest of (a) the highest price per share paid by the Substantial Stockholder in acquiring any of its share of Common Stock; (b) the per share book value of the shares of Common Stock as determined by an appraisal firm or other experts selected by the Board of Directors; (c) the highest sale or bid price per share of the Common Stock during the last two years; and (d) an amount which bears the same or a greater

percentage relationship to the market price of the Common Stock immediately prior to the announcement of the Business Combination as the highest price paid in 2(a) above bore to the market price of the Common Stock immediately prior to the commencement of acquisition of the Common Stock by such Substantial Stockholder.

The Certificate of Incorporation also contains a provision which provides that any purchase or other acquisition by the Company or any of its subsidiaries of shares of Common Stock known to be beneficially owned by any holder of 5% or more of the outstanding Common Stock who has owned such securities for less than 2 years requires the affirmative vote of 80% of the outstanding shares of Common Stock unless such shares are purchased at or below fair market value (as defined therein), or as part of a tender or exchange offer made on the same terms to all holders and in accordance with the Exchange Act and the rules and regulations thereunder, or pursuant to a registration statement under the Securities Act of 1933, or by means of open market purchases if the price and other terms are not negotiated by the purchaser and the seller.

Transfer Agent and Registrar. The Transfer Agent and Registrar of the Company's Common Stock is Mellon Securities Trust Company.

Preferred Stock

The Company is currently authorized by its Restated Articles of Incorporation to issue up to 4,000,000 shares of Preferred Stock, par value \$1.25, none of which were outstanding on the date of this Prospectus. Pursuant to the Shareholder Rights Agreement described above, the Board of Directors of the Company has designated 400,000 shares of Series A Junior Participating Cumulative Preferred Stock. See "Common Stock-Shareholder Rights Agreement". The Prospectus Supplement relating to a series of Preferred Stock will specify the terms of such series. See "Common Stock Delaware General Corporate Law Section 203" and " Special Charter Provisions" for certain statutory and charter provisions which may effect the rights of holders of Preferred Stock.

The Board of Directors has authority to divide the Preferred Stock into one or more series and to fix and determine relative rights and preferences of the shares of each such series, including, without limitation, (a) the designation of such series; (b) the rate or rates at which shares of such series shall be entitled to receive dividends, the periods in respect of which dividends are payable, the conditions upon, and times of payment of, such dividends, the relationship and preference, if any, of such dividends to dividends payable on any other class or classes or any other series of stock, whether such dividends shall be cumulative and, if cumulative, the date or dates from which such dividends shall accumulate, and the other terms and conditions applicable to dividends

upon shares of such series; (c) the rights of the holders of the shares of such series in case the Company is liquidated, dissolved or wound up (which may vary depending upon the time, manner, or voluntary or involuntary nature or other circumstances of such liquidation, dissolution or winding up) and the relationship and preference, if any, of such rights to rights of holders of shares of stock of any other class or classes or any other series of stock; (d) the right, if any, to redeem shares of such series at the option of the Company, including any limitation of such right, and the amount or amounts to be payable in respect of the shares of such series in case of such redemption (which may vary depending on the time, manner or other circumstances of such redemption), and the manner, effect and other terms and conditions of any such redemption thereof; (e) the obligation, if any, of the Company to purchase, redeem or retire shares of such series and/or to maintain a fund for such purpose, and the amount or amounts to be payable from time to time for such purpose or into such fund, or the number of shares to be purchased, redeemed or retired, the per share purchase price or prices and the other terms and conditions of any such obligation or obligations; (f) the voting rights, if any, to be given the shares of such series, including without limiting the generality of the foregoing, the right, if any, as a series or in conjunction with other series or classes, to elect one or more members of the Board of Directors either generally or at certain times or under certain circumstances, and restrictions, if any, on particular corporate acts without a specified vote or consent of holders of such shares (such as, among others, restrictions on modifying the terms of such series or of the Preferred Stock, restricting the permissible terms of other series or the permissible variations between series of Preferred Stock, authorizing or issuing additional shares of Preferred Stock, creating debt or creating any class of stock ranking prior to or on a parity with the Preferred Stock or any series thereof as to dividends or assets); (g) the right, if any, to exchange or convert the shares of such series into shares of any other series of the Preferred Stock or into shares of any other class of stock of the Company, and the rate or basis, time, manner, terms and conditions of exchange or conversion or the method by which the same shall be determined; and (h) any other special rights, and the qualifications limitations or restrictions thereof, of the shares of such series.

SELLING SHAREHOLDERS

Set forth below, with respect to each Selling Shareholder, is the number of shares of Common Stock owned on December 13, 1994, the number of shares offered pursuant to this Prospectus and the number of shares to be owned after completion of the offering (assuming the sale of all shares offered hereunder).

Name	Total No. of Shares Owned on December 13, 1994	No. of Shares to be Offered or Sold	No. of Shares Owned After Completion of Offering
Adrian Harold Houston Bowden	142,932	142,932	0
Geoffrey Doy Hopson Butler	82,387	82,387	0
Joseph Hockley Wright	74,978	74,978	0

The shares of Common Stock offered by the Selling Shareholders were issued by the Company on August 31, 1993 in connection with its acquisition of MultiServ International N.V. ("MultiServ"). Each of the Selling Shareholders was a shareholder and officer of MultiServ prior to such acquisition. Mr. Butler is currently President of Heckett MultiServ East and Mr. Wright is currently Senior Vice President Development and Administration of Heckett MultiServ East. Mr. Bowden is not employed by the Company or any of its affiliates.

PLAN OF DISTRIBUTION

The Company or the Selling Shareholders may offer or sell Securities to one or more underwriters for public offering and sale by them or may sell Securities to investors directly or through agents. Alternatively, a Selling Shareholder may from time to time offer any or all of the Common Stock owned by it on the New York or Pacific Stock Exchange, through registered brokers or dealers pursuant to unsolicited orders or offers to buy, in independent transactions, or otherwise. The Company or the Selling Shareholders may sell Securities as soon as practicable after effectiveness of the Registration Statement of which this Prospectus is a part, provided that favorable market conditions exist. Any such underwriter or agent involved in the offer and sale of the Securities will be named in an applicable Prospectus Supplement.

Underwriters may offer and sell the Securities at a fixed price or prices, which may be changed, or from time to time at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. The Company also may offer and sell the Securities offered by it in exchange for one or more of its outstanding issues of equity or debt or convertible debt securities. The Company or a Selling Shareholder also may, from time to time, authorize firms acting as the Company's or such Selling Shareholder's agents to offer and sell the Securities upon the terms and conditions as shall be set forth in any Prospectus Supplement. In

connection with the sale of Securities, underwriters may be deemed to have received compensation from the Company or such Selling Shareholder, as the case may be, in the form of underwriting discounts or commissions and may also receive commissions from purchasers of Securities for whom they may act as agent. Underwriters may sell Securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions (which may be changed from time to time) from the purchasers for whom they may act as agent.

Any underwriting compensation paid by the Company or a Selling Shareholder to underwriters or agents in connection with the offering of Securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers, will be set forth in an applicable Prospectus Supplement. Underwriters, dealers and agents participating in the distribution of the Securities may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the Securities may be deemed to be underwriting discounts and commissions, under the Securities Act. Underwriters, dealers and agents may be entitled, under agreements with the Company or the Selling Shareholders, to indemnification against and contribution toward certain civil liabilities, including liabilities under the Securities Act, and to reimbursement for certain expenses.

Underwriters, dealers and agents may engage in transactions with, or perform services for, the Company in the ordinary course of business.

If so indicated in an applicable Prospectus Supplement, the Company may authorize dealers acting as the Company's agents to solicit offers by certain institutions to purchase Debt Securities from the Company at the public offering price set forth in such Prospectus Supplement pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date or dates stated in such Prospectus Supplement. Each Contract will be for an amount not less than, and the aggregate principal amount of Debt Securities sold pursuant to Contracts shall be not less nor more than, the respective amounts stated in such Prospectus Supplement. Institutions with whom Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and other institutions, but will in all cases be subject to the approval of the Company. Contracts will not be subject to any conditions except (i) the purchase by an institution of the Debt Securities covered by its Contracts shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject, and (ii) if the Debt Securities are being sold to underwriters, the Company shall have sold to such underwriters the total principal amount of the Debt

Securities less the principal amount thereof covered by Contracts. Agents and underwriters will have no responsibility in respect of the delivery or performance of Contracts.

Each series of Debt Securities and Preferred Stock will be a new issue of securities and will have no established trading market. Any underwriters to whom Securities are sold by the Company or the Selling Shareholders for public offering and sale may make a market in such Securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. The Securities may or may not be listed on a national securities exchange or a foreign securities exchange, except that the Common Stock is listed on the New York Stock Exchange and the Pacific Stock Exchange. Any Common Stock sold pursuant to a Prospectus Supplement will be listed on such exchanges, subject to official notice of issuance. No assurance can be given as to the liquidity of or the trading markets for any Securities.

EXPERTS

The consolidated financial statements and related financial statement schedules of the Company included

or incorporated by reference in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993, incorporated herein by reference, have been audited by Coopers & Lybrand L.L.P., independent accountants, whose reports thereon dated February 1, 1994, except as to the first and third paragraphs of Note 10, for which the dates are February 25, 1994 and March 4, 1994, respectively, which include explanatory paragraphs regarding (i) the Company's involvement in various disputes regarding Federal Excise Tax and other contract matters primarily relating to the five-ton truck contract and the ultimate outcome of the Company's claims against the Government relating to certain other contracts and (ii) changes in the Company's method of accounting for income taxes and postretirement benefits other than pensions, are incorporated by reference herein, and such financial statements and schedules have been incorporated herein by reference in reliance upon such reports given on the authority of that firm as experts in accounting and auditing.

LEGAL OPINION

The validity of the Securities offered by the Company will be passed upon for the Company by Mudge Rose Guthrie Alexander & Ferdon, 180 Maiden Lane, New York, New York 10038. If any Securities are being distributed in an underwritten offering, the validity of such securities will be passed upon for the underwriters and any Selling Shareholder involved in such offering by counsel identified in the related Prospectus Supplement.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth those expenses to be incurred by the Company in connection with the issuance and distribution of the securities being registered. Except for the Securities and Exchange Commission registration fee, all amounts shown are estimates.

Securities and Exchange		
Commission Registration Fee	\$73,036.10	
Accounting Fees and Expenses	40,000.00	
Printing and Engraving Expenses	75,000.00	
Trustee's Fees and Expenses	5,000.00	
Stock Exchange Listing Fees	25,000.00	
Legal Fees and Expenses	75,000.00	
Blue Sky Expenses,		
including Counsel Fees	7,500.00	
Rating Agency Fees	30,000.00	
Miscellaneous Expenses	9,463.90	
Total		\$340,000.00

Item 15. Indemnification of Directors and Officers.

Reference is made to Article III, Section 9 of the By-Laws of the Company, filed as Exhibit 4(c) hereto, which provides for indemnification of all directors and officers of the Company in their capacities as such to the full extent permitted by the laws of the State of Delaware, under the law of which the Company is incorporated.

Reference is made to Article Thirteenth, Section (b) of the Articles of Incorporation of the Company, filed as Exhibit 4(a) hereto, which eliminates the liability of a Director to the Company and its stockholders for monetary damages for breach of the Director's fiduciary duty of care.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify any person (or his personal representatives) who, by reason of the fact that such person is or was a director or officer of such corporation, is made (or threatened to be made) a party to an action other than one brought on behalf of the corporation, against reasonable expenses (including attorneys' fees), judgments, fines and settlement payments, if such person acted in good faith and in a manner he reasonably believed to be not opposed to the best interests of such corporation and, in criminal actions, in addition, had no reasonable cause to believe his conduct was unlawful. In the case of actions on behalf of the corporation, indemnification may extend only to reasonable expenses (including attorneys' fees) and only if such person acted in good faith and in a manner he reasonably believed to be not opposed to the best interests of the corporation, provided that no such indemnification is permitted in

respect of any claim as to which such person is liable for negligence or misconduct except to the extent that a court otherwise provides. To the extent that such person has been successful in defending any action (even one on behalf of the corporation), he is entitled to indemnification for reasonable expenses (including attorneys' fees).

The indemnification provided for by the statute is not exclusive of any other rights of indemnification, and a corporation may maintain insurance against liabilities for which

indemnification is not expressly provided by the statute.

There is presently in force liability insurance providing coverage up to \$50 million per policy year (with certain deductibles and exceptions) for past, present and future directors and officers of the Company acting in such capabilities.

Item 16. Exhibits.

Certain of the following exhibits are filed herewith. Certain other of the following exhibits have been filed heretofore with the Commission and are incorporated herein by reference.

- *1 Form of Underwriting Agreement.
- *4(a) Restated Certificate of Incorporation of the Company and all amendments thereto.
- * (b) Form of Certificate of Designation for the Preferred Stock being registered.
- (c) By-Laws of the Company as amended to date (Exhibit 3(b) to Form 10-K for the year ended December 31, 1990).
- (d) Rights Agreement dated as of September 29, 1987 between the Company and The Chase Manhattan Bank, N.A. (Exhibit 1 to Form 8-A dated October 2, 1987).
- (e) Indenture, dated as of May 1, 1985, between the Company and The Chase Manhattan Bank (National Association), as prior Trustee, relating to the Senior Debt Securities (Exhibit 4(d) to Registration No. 33-42389).
- * (f) Form of First Supplemental Indenture, between the Company and Chemical Bank, as current Trustee, relating to the Senior Debt Securities.
- * (g) Form of Indenture between the Company and Chemical Bank, as Trustee, relating to the Subordinated Debt Securities.
- * (h) Form of specimen common stock certificate.
- * (i) Form of specimen preferred stock certificate.
- * (j) Form of subordinated debt security.
- (k) Form of senior debt security (included in Exhibit 4(e)).
- *5 Opinion of Mudge Rose Guthrie Alexander & Ferdon as to the legality of the Securities.
- 12 Computation of Ratio of Earnings to Fixed Charges of the Company and Subsidiaries (Exhibit 12 to Form 10-Q for the quarter ended September 30, 1994).
- *23(a) Consent of Coopers & Lybrand L.L.P.
- (b) Consent of Mudge Rose Guthrie Alexander & Ferdon (included in Exhibit 5).
- *24 Powers of attorney (reference is made to pages II-4 and II-5 of this registration statement).
- *25(a) Statement of Eligibility on Form T-1 of Chemical Bank, as Trustee under the Indenture, dated as of May 1, 1985, as supplemented, between the Company and the Senior Trustee, relating to the Senior Debt Securities.
- * (b) Statement of Eligibility on Form T-1 of Chemical Bank, as Trustee under the proposed Indenture between the Company and the Subordinated Trustee, relating to the Subordinated Debt Securities.

* Filed herewith

Item 17. Undertakings.

- (a) The undersigned registrant hereby undertakes:
 - (1) To file, during any period in which

offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each

such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the provision described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Borough of Wormleysburg, Commonwealth of Pennsylvania, on December 14, 1994.

Harsco Corporation

By: /s/ Derek C. Hathaway
Derek C. Hathaway
Chairman

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated. Each person whose individual signature appears below hereby authorizes Derek C. Hathaway and Paul C. Coppock, or any one of them, to execute in the name of each such person and to file any amendment to this registration statement and appoints Derek C. Hathaway and Paul C. Coppock, or any one of them, as attorneys in fact to sign on his behalf individually and in each capacity stated below and to file any amendments to this registration statement.

Signature	Capacity	Date
/s/ Derek C. Hathaway Derek C. Hathaway	Chairman, President, Chief Executive Officer and Director	December 14, 1994
/s/ Leonard A. Campanaro Leonard A. Campanaro	Senior Vice President and Chief Financial Officer	December 14, 1994
/s/ Salvatore D. Fazzolari Salvatore D. Fazzolari	Vice President and Controller (Principal Accounting Officer)	December 14, 1994
/s/ Jeffrey J. Burdge Jeffrey J. Burdge	Director	December 14, 1994
/s/ Robert L. Kirk Robert L. Kirk	Director	December 14, 1994
/s/ James E. Marley James E. Marley	Director	December 14, 1994
/s/ Frank E. Masland III Frank E. Masland III	Director	December 14, 1994
/s/ Robert F. Nation Robert F. Nation	Director	December 14, 1994
/s/ Nilon H. Prater Nilon H. Prater	Director	December 14, 1994
/s/ DeWitt C. Smith, Jr. DeWitt C. Smith, Jr.	Director	December 14, 1994
/s/ Roy C. Smith Roy C. Smith	Director	December 14, 1994

/s/ Andrew J. Sordoni, III Director December 14,
Andrew J. Sordoni, III 1994

/s/ Robert C. Wilburn Director December 14,
Robert C. Wilburn 1994

Exhibit List

- *1 Form of Underwriting Agreement.
- *4(a) Restated Certificate of Incorporation of the Company and all amendments thereto.
- *(b) Form of Certificate of Designation for the Preferred Stock being registered.
- (c) By-Laws of the Company as amended to date (Exhibit 3(b) to Form 10-K for the year ended December 31, 1990).
- (d) Rights Agreement dated as of September 29, 1987 between the Company and The Chase Manhattan Bank, N.A. (Exhibit 1 to Form 8-A dated October 2, 1987).
- (e) Indenture, dated as of May 1, 1985, between the Company and The Chase Manhattan Bank (National Association), as prior Trustee, relating to the Senior Debt Securities (Exhibit 4(d) to Registration No. 33-42389).
- * (f) Form of First Supplemental Indenture, between the Company and Chemical Bank, as current Trustee, relating to the Senior Debt Securities.
- * (g) Form of Indenture between the Company and Chemical Bank, as Trustee, relating to the Subordinated Debt Securities.
- * (h) Form of specimen common stock certificate.
- * (i) Form of specimen preferred stock certificate.
- * (j) Form of subordinated debt security.
- (k) Form of senior debt security (included in Exhibit 4(e)).
- * 5 Opinion of Mudge Rose Guthrie Alexander & Ferdon as to the legality of the Securities.
- 12 Computation of Ratio of Earnings to Fixed Charges of the Company and Subsidiaries (Exhibit 12 to Form 10-Q for the quarter ended September 30, 1994).
- * 23(a) Consent of Coopers & Lybrand L.L.P.
- (b) Consent of Mudge Rose Guthrie Alexander & Ferdon (included in Exhibit 5).
- * 24 Powers of attorney (reference is made to pages II-4 and II-5 of this registration statement).
- * 25 (a) Statement of Eligibility on Form T-1 of Chemical Bank, as Trustee under the Indenture, dated as of May 1, 1985, as supplemented, between the Company and the Senior Trustee, relating to the Senior Debt Securities.
- * (b) Statement of Eligibility on Form T-1 of Chemical Bank, as Trustee under the proposed Indenture between the Company and the Subordinated Trustee, relating to the Subordinated Debt Securities.

* Filed herewith

Exhibit 1

HARSCO CORPORATION

[Type of Securities]

UNDERWRITING AGREEMENT

_____ , 199_

To the Representative or Representatives Specified in
Schedule B

Gentlemen:

Harsco Corporation, a Delaware corporation ("Company"), confirms its agreement with the several Underwriters listed in Schedule A hereto ("Underwriters", which term may refer to a single Underwriter if only one is listed in Schedule A) as follows:

1. Description of Securities. The Company proposes to issue and sell securities of the title, amount, and particular terms set forth or referred to in Schedule B hereto ("Securities"). [If debt securities: The Securities are to be issued under the Indenture ("Indenture") identified in Schedule B hereto.] [If equity securities: The Securities consist of shares of the Company's [Common Stock, \$1.25 par value ("Common Stock")] [preferred stock, \$1.25 par value ("Preferred Stock")] of the series described on Schedule B] ("Firm Shares"). The Company proposes to issue and sell to the Underwriters, at the option of the Underwriters, an additional number of shares of [Common Stock] [Preferred Stock] specified in Schedule B ("Optional Shares") as provided in Section 3 hereof. As used herein, the term "Securities" refers to both the Firm Shares and the Optional Shares.]

2. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, each Underwriter that:

(a) A registration statement on Form S-3 (with the file number set forth in Schedule B hereto), including a prospectus, with respect to the Securities has been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended ("Act"), [the Trust Indenture Act of 1939, as amended ("Trust Indenture Act"),] and the rules and regulations ("Rules and Regulations") of the Securities and Exchange Commission ("Commission") thereunder and

filed with the Commission and has become effective. Such registration statement and prospectus may have been amended or supplemented from time to time prior to the date of this Agreement; any such amendment or supplement was so prepared and filed and any such amendment has become effective. Copies of such registration statement and prospectus, any such amendment or supplement and all documents incorporated by reference therein that were filed with the Commission on or prior to the date of this Agreement (including one fully executed copy of the registration statement and of each amendment thereto for you and for counsel for the

Underwriters) have been delivered to you. A prospectus supplement ("Prospectus Supplement") setting forth the terms of the Securities and of their sale and distribution has been or will be so prepared and will be filed pursuant to Rule 424 under the Act. Such registration statement as it may have heretofore been amended is referred to herein as the "Registration Statement," and the final form of prospectus as set forth in the Registration Statement, as supplemented by the Prospectus Supplement, is referred to herein as the "Prospectus." Each form of Prospectus, or Prospectus and Prospectus Supplement, if any, heretofore made available for use in offering the Securities is referred to herein as a "Preliminary Prospectus." Any reference herein to the Registration Statement, the Prospectus, any amendment or supplement thereto, or any Preliminary Prospectus shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment," or "supplement" with respect to the Registration Statement or Prospectus shall be deemed to refer to and include the filing of any document with the Commission deemed to be incorporated by reference therein.

(b) Each part of the registration statement, when such part became or becomes effective, conformed or will conform in all material respects with the requirements of the Act, [the Trust Indenture Act,] and the Rules and Regulations and did not or will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; each Preliminary Prospectus (if any), on the date thereof, the Prospectus, on the date of the Prospectus Supplement, and the Prospectus and any amendment or supplement thereof, on the date of any such amendment or supplement and on the Closing Date, conformed or will conform in all material respects with the requirements of the Act, [the Trust Indenture Act,] and the Rules and Regulations and did not or will not include an untrue statement of a material fact or omit to state a material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading; except that the foregoing shall not apply to statements in or omissions from any such document in reliance upon, and in conformity with, written information furnished to the Company by you, or by any Underwriter through you, specifically for use in the preparation thereof.

(c) The documents incorporated by reference in the Registration Statement, the Prospectus, any amendment or supplement thereto, or any Preliminary Prospectus, when they became or become effective under the Act or were or are filed with the Commission under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as the case may be, conformed or will conform in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder.

(d) The consolidated financial statements of the Company and its subsidiaries included in the Registration Statement and Prospectus fairly present the consolidated financial condition of the Company and its subsidiaries as of the dates indicated and the consolidated results of

operations and cash flows for the periods therein specified in conformity with generally accepted accounting principles consistently applied throughout the periods involved (except as otherwise stated therein).

(e) The Company and each of its subsidiaries has been duly incorporated and is an existing corporation in good standing under the laws of its jurisdiction of incorporation, has full power and authority (corporate and other) to conduct its business as described in the Registration Statement and Prospectus and is duly qualified to do business in each jurisdiction in which it owns or leases real property or in which the conduct of its business requires such qualification except where the failure to be so qualified, considering all such cases in the aggregate, does not involve a material risk to the business, properties, consolidated financial position, or consolidated results of operations of the Company and its subsidiaries; and all of the outstanding shares of capital stock of each such subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and (except as otherwise stated in the Registration Statement or in the Prospectus, or as set forth in a letter to you) are beneficially owned, directly or indirectly, by the Company subject to no security interest, other encumbrance or adverse claim.

(f) [If debt securities: The Indenture and the Securities have been duly authorized, the

Indenture has been duly qualified under the Trust Indenture Act, executed, and delivered and constitutes, and the Securities, when duly executed, authenticated, issued, and delivered as contemplated hereby and by the Indenture against payment therefor, will constitute, valid and legally binding obligations of the Company enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.]

[If equity securities: The Company's authorized capitalization is as set forth in the Prospectus and all outstanding shares of Common Stock of the Company have been duly authorized and are validly issued, fully paid and non-assessable and conform to the description thereof in the Prospectus.

The Securities to be issued and sold by the Company hereunder have been duly authorized, and, when [If Preferred Stock: a Certificate of Designation fixing and determining the terms and conditions thereof is duly executed and filed with the office of the Secretary of State of the State of Delaware and such Securities are duly executed, countersigned,] issued and delivered and paid for pursuant to this Agreement, such Securities will be validly issued, fully paid and non-assessable and will conform to the description thereof in the Prospectus, and the shareholders of the Company have no preemptive rights with respect to such Securities.]

[If convertible securities: As to any Securities which are convertible into Common Stock, ("Convertible Securities"), such Convertible Securities, when issued as contemplated hereby, will be convertible into Common Stock in accordance with their terms, the shares of Common Stock initially issuable upon

conversion of any Convertible Securities will have been duly authorized and reserved for issuance upon such conversion, and, when so issued, will be validly issued, fully paid and non-assessable.]

(g) Except as contemplated in the Prospectus, subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, neither the Company nor any of its subsidiaries has incurred any liabilities or obligations, direct or contingent, or entered into any transactions, not in the ordinary course of business, that are material to the Company and its subsidiaries taken as a whole, and there has not been any material change, on a consolidated basis, in the capital stock or short-term debt and long-term debt of the Company and its subsidiaries, or any material

adverse change, or any development involving a prospective material adverse change, in the condition (financial or other), business, prospects, net worth, or results of operations of the Company and its subsidiaries considered as a whole.

(h) There are no contracts or documents of the Company or any of its subsidiaries that are required to be filed as exhibits to the Registration Statement or to any of the documents incorporated by reference therein by the Act, [the Trust Indenture Act,] or the Exchange Act or by the rules and regulations of the Commission thereunder that have not been so filed.

(i) The performance of this Agreement [and of any Delayed Delivery Contracts (as hereinafter defined)] and the consummation of the transactions herein [or therein] contemplated will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any statute, any agreement or instrument to which the Company is a party or by which it is bound or to which any of the property of the Company is subject, the Company's Restated Certificate of Incorporation, as amended, or By-laws, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties; no consent, approval, authorization, or order of, or filing with, any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement in connection with the issuance or sale of the Securities by the Company, except such as may be required under the Act, [the Trust Indenture Act,] or state securities laws; and the Company has full power and authority to authorize, issue and sell the Securities as contemplated by this Agreement.

3. Purchase, Sale and Delivery of Securities. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule B hereto, the amount of Securities set forth opposite the name of such Underwriter in Schedule A hereto [less the reduction for such Underwriter's portion of any Contract Securities determined as provided below].

[If debt securities: If so authorized in Schedule B hereto, the Underwriters may solicit offers from investors of the types set forth in the Prospectus to purchase Securities from the Company

pursuant to delayed delivery contracts ("Delayed Delivery Contracts"). Such contracts shall be substantially in the form of Exhibit I hereto but with such changes therein as the Company may approve.

Securities to be purchased pursuant to Delayed Delivery Contracts are herein called "Contract Securities." When Delayed Delivery Contracts are authorized in Schedule B, the Company will enter into a Delayed Delivery Contract in each case where a sale of Contract Securities arranged through you has been approved by the Company but, except as the Company may otherwise agree, such Delayed Delivery Contracts must be for at least the minimum amount of Contract Securities set forth in Schedule B hereto, and the aggregate amount of Contract Securities may not exceed the amount set forth in such Schedule. The Company will advise you not later than 10:00 A.M., New York City time, on the third full business day preceding the Closing Date (or at such later time as you may otherwise agree) of the sales of Contract Securities that have been so approved. You and the other Underwriters will not have any responsibility in respect of the validity or performance of Delayed Delivery Contracts.

The amount of Securities to be purchased by each Underwriter as set forth in Schedule A hereto shall be reduced by an amount that shall bear the same proportion to the total amount of Contract Securities as the amount of Securities set forth opposite the name of such Underwriter bears to the total amount of Securities set forth in Schedule A hereto, except to the extent that you determine that such reduction shall be otherwise than in such proportion and so advise the Company; provided, however, that the total amount of Securities to be purchased by all Underwriters shall be the total amount of Securities set forth in Schedule A hereto less the aggregate amount of Contract Securities.

The Securities to be purchased by the Underwriters will be delivered by the Company to you for the accounts of the several Underwriters at the office specified in Schedule B hereto against payment of the purchase price therefor by certified or official bank check or checks payable to the order of the Company or, if so requested by the Company, by wire transfer to a bank account designated by the Company in the funds specified, at the office, on the date, and at the times specified in such Schedule B, or at such other time not later than eight full business days thereafter as you and the Company determine, such time being herein referred to as the "Closing Date." Unless otherwise specified in Schedule B, such Securities will be issued in book-entry form and prepared in the denominations requested by and registered in the name of, the securities depository (or a nominee thereof) set forth in Schedule B hereto and will be made available for checking at least one business day prior to the Closing Date. If not issued in book-entry form, such Securities will be prepared in definitive form and in such authorized denominations and registered in such names as you may require upon at least two business days' prior notice to the Company and will be made available for checking and packaging at the office at which they are to be delivered on the Closing Date (or such other office as may be specified for that purpose in Schedule B) at least one business day prior to the Closing Date.]

[If equity securities: If provided for in Schedule B, the Underwriters have the right (an "Over-allotment Option") to purchase at their election up to the number of Optional Shares set forth in Schedule B, at the terms set forth in the first paragraph of this Section 3, for the sole purpose of covering over-allotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised

only by written notice to the Company, given within a period specified in Schedule B, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Closing Date (as defined in this Section 3) or, unless you and the Company otherwise agree in writing, earlier than or later than the respective number of business days after the date of such notice set forth in Schedule B.

The number of Optional Shares to be added to the number of the Firm Shares to be purchased by each Underwriter as set forth in Schedule A shall be, in each case, the number of Optional Shares which the Company has been advised by you have been attributed to such Underwriter, provided that, if the Company has not been so advised, the number of Optional Shares to be so added shall be, in each case, that proportion of Optional Shares which the number of Firm Shares to be purchased by such Underwriter bears to the aggregate number of Firm Shares (rounded as you may determine to the nearest share). The total number of shares to be purchased by all the Underwriters shall be the aggregate number of Firm Shares set forth in Schedule A plus the aggregate number of the Optional Shares which the Underwriters elect to purchase.

Certificates for the Firm Shares and Optional Shares to be purchased by each Underwriter, in definitive form to the extent practicable, and in such authorized denominations and registered in such names as you may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to you, for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by certified or official bank check or checks, payable to the order of the Company or, if so requested by the Company, by wire transfer to a bank account designated by the Company in the funds specified in Schedule B. The place, time and date of delivery of and payment for Firm Shares and Optional Shares shall be as specified in Schedule B or at such other place, time and date as you and the Company may agree upon in writing. Such time and date for delivery of Firm Shares is herein called the "First Closing Date", such time and date for delivery of Optional Shares, if not the First Closing Date, is herein called the "Second Closing Date", and each such time and date is herein called the "Closing Date".]

It is understood that you, acting individually and not in a representative capacity, may (but shall not be obligated to) make payment to the Company on behalf of any other Underwriter for Securities to be purchased by such Underwriter. Any such payment by you shall not relieve any such Underwriter of any of its obligations hereunder.

On the Closing Date, the Company will pay to you, for the account of each Underwriter, any commission or other compensation that is specified in Schedule B hereto. Unless otherwise specified in Schedule B, such payment will be made by certified or official bank check in New York Clearing House (next day) funds.

4. Covenants. The Company covenants and agrees with each Underwriter that:

(a) The Company will cause the Prospectus Supplement to be filed pursuant to Rule 424 under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 424(b) and will notify you promptly of

such filing. During the period in which a prospectus relating to the Securities is required to be delivered under the Act, the Company will notify you promptly of the time when any amendment to the Registration Statement has become effective or any subsequent supplement to the Prospectus has been filed and of any request by the Commission for any amendment or supplement to the Registration Statement or Prospectus or for additional information; it will file no amendment or supplement to the Registration Statement or Prospectus (other than any prospectus supplement relating to the offering of other securities registered under the Registration Statement or any document required to be filed under the Exchange Act that upon filing is deemed to be incorporated by reference therein) to which you shall reasonably object by notice to the Company after having been furnished a copy a reasonable time prior to the filing; and it will furnish to you at or prior to the filing thereof a copy of any such prospectus supplement or any document that upon filing is deemed to be incorporated by reference in the Registration Statement or Prospectus.

(b) The Company will advise you, promptly after it shall receive notice or obtain knowledge thereof, of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceeding for any such purpose; and it will promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such a stop order should be issued.

(c) Within the time during which a prospectus relating to the Securities is required to be delivered under the Act, the Company will comply as far as it is able with all requirements imposed upon it by the Act and the Rules and Regulations, as from time to time in force, so far as necessary to permit the continuance of sales of or dealings in the Securities as contemplated by the provisions hereof and the Prospectus. If during such period any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during such period it is necessary to amend or supplement the Registration Statement or Prospectus to comply with the Act, the Company will promptly notify you and will amend or supplement the Registration Statement or Prospectus (at the expense of the Company) so as to correct such statement or omission or effect such compliance.

(d) The Company will use its best efforts to qualify the Securities [and any Common Stock into which any Securities are convertible] for sale under the securities laws of such jurisdictions as you reasonably designate and to continue such qualifications in effect so long as required for the distribution of the Securities, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or to execute a general consent to service of process in any jurisdiction. The Company will also arrange for the determination of the eligibility for investment of the Securities under the laws of such jurisdictions as you reasonably request.

(e) The Company will furnish to the

Underwriters copies of the Registration Statement, the Prospectus (including all documents incorporated by reference therein), and all amendments and supplements to the Registration Statement or Prospectus that are filed with the Commission during the period in which a prospectus relating to the Securities is required to be delivered under the Act (including all documents filed with the Commission during such period that are deemed to be incorporated by reference therein), in each case in such quantities as you may from time to time reasonably request.

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

(g) The Company, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, will pay all expenses incident to the performance of its obligations hereunder, will pay the expenses of printing all documents relating to the offering, [the cost of preparing any certificates and representing the Securities [and any Common Stock into which the Securities are convertible], and the cost and charges of any transfer agent or registrar or dividend disbursing agent,] and will reimburse the Underwriters for any expenses (including fees and disbursements of counsel) incurred by them in connection with the matters referred to in Section 4(d) hereof and the preparation of memoranda relating thereto [and for any fees charged by investment rating agencies for rating the Securities]. If the sale of Securities to be purchased by the several Underwriters as provided for herein is not consummated by reason of any failure, refusal or inability on the part of the Company to perform any agreement on its part to be performed, or because any other condition of the Underwriters' obligations hereunder required to be fulfilled by the Company is not fulfilled, the Company will reimburse the Underwriters for all reasonable out-of-pocket disbursements (including reasonable fees and disbursements of counsel) incurred by the Underwriters in connection with their investigation, preparing to market and marketing the Securities or in contemplation of performing their obligations hereunder. The Company shall not in any event be liable to any of the Underwriters for loss of anticipated profits from the transactions covered by this Agreement.

(h) The Company will apply the net proceeds from the sale of the Securities as set forth in the Prospectus.

(i) The Company will not offer or sell, or determine to offer or sell, any securities that are substantially similar to the Securities (except under prior contractual commitments) during the period ending 20 business days after the date of this Agreement without your prior consent.

5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters to purchase and pay for Securities as provided herein shall be subject to the accuracy, as of the date hereof and the [applicable] Closing Date (as if made at such Closing Date), of the representations and warranties of the Company herein, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No stop order suspending the

effectiveness of the Registration Statement shall

have been issued and no proceeding for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, threatened by the Commission, and any request of the Commission for additional information (to be included in the Registration Statement or the Prospectus or otherwise) shall have been complied with to your satisfaction.

(b) Except as contemplated in the Prospectus, subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, there shall not have been any change, on a consolidated basis, in the capital stock or short-term debt and long-term debt of the Company and its subsidiaries, or any adverse change, or any development involving a prospective adverse change, in the condition (financial or other), business, prospects, net worth or results of operations of the Company and its subsidiaries, that, in your judgment, makes it impractical or inadvisable to offer or deliver the Securities on the terms and in the manner contemplated in the Prospectus.

(c) On or after the date of this Agreement (i) no downgrading shall have occurred in the rating accorded the Company's [debt] [equity] securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's [debt] [equity] securities.

(d) You shall have received the opinion of Mudge Rose Guthrie Alexander & Ferdon, counsel for the Company, dated such Closing Date, to the effect that:

(i) The Company has been duly incorporated and is an existing corporation in good standing under the laws of its jurisdiction of incorporation, has full corporate power and authority to conduct its business as described in the Registration Statement and Prospectus and is duly qualified to do business in each jurisdiction in which it owns or leases real property or in which the conduct of its business requires such qualification, except where the failure to be so qualified, considering all such cases in the aggregate, does not involve a material adverse effect upon the financial position, or results of operations of the Company and its subsidiaries taken as a whole;

(ii) [If debt securities: The Indenture has been duly authorized, executed and delivered by the Company and duly

qualified under the Trust Indenture Act; the Securities purchased by the Underwriters and paid for as provided herein have been duly authorized, executed, authenticated, issued, and delivered in the manner provided in the Indenture, and the Indenture and the Securities constitute, and any Contract Securities, when executed, authenticated, issued, and delivered in the manner provided in the Indenture and the Delayed Delivery Contracts against payment therefor will

constitute, valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and as to any Convertible Securities purchased by the Underwriters or any Contract Securities which are convertible into Common Stock ("Convertible Contract Securities"), such Convertible Securities are, and such Convertible Contract Securities, when executed, authenticated, issued, and delivered in the manner provided in the Indenture and the Delayed Delivery Contracts will be, convertible into Common Stock of the Company in accordance with the terms of the Indenture, the shares of Common Stock initially issuable upon conversion of any Convertible Securities have been duly authorized and reserved for issuance upon such conversion, and, when so issued, will be validly issued, fully paid and non-assessable; and the outstanding shares of Common Stock of the Company have been duly authorized and validly issued, are fully paid and non-assessable and conform to the description thereof in the Prospectus, and the shareholders of the Company have no preemptive rights with respect to the Securities or the Common Stock;]

(iii) [If equity securities: The Company's authorized capitalization is as set forth in the Prospectus;

(iv) Any Securities to be purchased by the Underwriter hereunder have been duly authorized; any Securities purchased by the Underwriters on such Closing Date have been validly issued and are fully paid and non-assessable and conform to the description thereof in the Prospectus; as to any Convertible Securities purchased by the Underwriters, such Convertible Securities are convertible into Common Stock in accordance with their terms, the shares of Common Stock initially issuable upon conversion of any Convertible Securities

have been duly authorized and reserved for issuance upon such conversion, and, when so issued, will be validly issued, fully paid and non-assessable; and the shareholders of the Company have no preemptive rights with respect to any Securities to be purchased by the Underwriters hereunder;]

(v) The Registration Statement has become effective under the Act and to the best knowledge of such counsel no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been instituted or threatened by the Commission;

(vi) The descriptions in the Registration Statement and Prospectus of statutes, legal and governmental proceedings, contracts and other documents are accurate and fairly present the information required to be shown; and such counsel do not know of any statutes or legal or governmental proceedings required to be described in the Prospectus that are not described as required, or, to such counsel's

knowledge, of any contracts or documents of a character required to be described in the Registration Statement or Prospectus (or required to be filed under the Exchange Act if upon such filing they would be incorporated by reference therein) or to be filed as exhibits to the Registration Statement that are not described and filed as required;

(vii) This Agreement [and any Delayed Delivery Contracts] have been duly authorized, executed, and delivered by the Company;

(viii) The performance of this Agreement [and any Delayed Delivery Contracts] and the consummation of the transactions herein [and therein] contemplated will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any statute, agreement, or instrument known to such counsel to which the Company is a party or by which it is bound or to which any of the property of the Company is subject, the Company's Restated Certificate of Incorporation, as amended, or By-laws, or any order, rule, or regulation known to such counsel of any court or governmental agency or body having jurisdiction over the Company or any of its properties; and no consent, approval, authorization, or order of, or filing with, any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement in connection

with the issuance or sale of the Securities by the Company, except such as have been obtained under the Act [and the Trust Indenture Act] and such as may be required under state securities laws in connection with the purchase and distribution of the Securities by the Underwriters; and

(ix) Each part of the registration statement, when such part became effective, complied, and the Registration Statement and the Prospectus and any amendment or supplement thereto comply, as to form in all material respects with the requirements of the Act, [the Trust Indenture Act,] and the Rules and Regulations; such counsel shall also state that although such counsel is not passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the registration statement, the Prospectus or the Prospectus Supplement, other than those mentioned in subsection (d)(vi) of this Section 5, nothing which has come to the attention of such counsel has caused them to believe that either any part of the registration statement, when such part became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus, on the date of the Prospectus Supplement, or the Prospectus and any amendment or supplement thereto, on the date of any such amendment or supplement or on the Closing Date, included an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made,

not misleading; and the documents incorporated by reference in the Registration Statement or Prospectus or any amendment or supplement thereto, when they became effective under the Act or were filed with the Commission under the Exchange Act, as the case may be, complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; it being understood that such counsel need express no opinion as to the financial statements or other financial or statistical data included in any of the documents mentioned in this clause [, or as to the statement of eligibility of the Trustee on Form T-1];

In rendering their opinion, Mudge Rose Guthrie Alexander & Ferdon may rely as to all matters relating to the due qualification of the Company to do business as a foreign corporation upon the opinion of Paul C. Coppock, Esq., General Counsel of the Company.

(e) You shall have received from counsel for the Underwriters such opinion or opinions, dated such Closing Date, with respect to the incorporation of the Company, the validity of the Securities, the Registration Statement, the Prospectus, and other related matters as you reasonably may request, and such counsel shall have received such papers and information as they reasonably request to enable them to pass upon such matters.

(f) You shall have received a letter from the Company's independent certified public accountants, dated such Closing Date, to the effect set forth in Exhibit II hereto.

(g) You shall have received from the Company a certificate, signed by the Chairman of the Board, the President or a Vice President, and by the principal financial or accounting officer, of the Company, dated such Closing Date, to the effect that, to the best of their knowledge based upon reasonable investigation:

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

(ii) No stop order suspending the effectiveness of the Registration Statement has been issued, and no proceeding for that purpose has been instituted or is threatened, by the Commission; and

(iii) Subsequent to the date of the most recent financial statements in the Prospectus, there has been no material adverse change in the financial position or results of operation of the Company and its subsidiaries except as set forth in or contemplated by the Prospectus or as described in such certificate.

(h) The Company shall have furnished to you such further certificates and documents as you shall have reasonably requested.

All such opinions, certificates, letters and other documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to you. The Company will furnish you with such conformed copies of such opinions,

certificates, letters and other documents as you shall reasonably request.

6. Indemnification and Contribution. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages, or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any part of the registration statement when such part became effective, or in the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by it in connection with investigating or defending against such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by you, or by any Underwriter through you, specifically for use in the preparation thereof.

(b) Each Underwriter will indemnify and hold harmless the Company against any losses, claims, damages, or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any part of the registration statement when such part became effective, or in the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made therein in reliance upon and in conformity with written information furnished to the Company by you, or by such Underwriter through you, specifically for use in the preparation thereof, and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending against any such loss, claim, damage, liability or action.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume

the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 6 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages, or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total proceeds from the offering of the Securities (before deducting expenses) received by the Company bear to the total compensation or profit (before deducting expenses) received or realized by the Underwriters from the purchase and resale, or underwriting, of the Securities. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this subsection (d). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim that is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 6 shall be in addition to any liability that the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act or the Exchange Act; and the obligations of the Underwriters under this Section 6 shall be in addition

to any liability that the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each director of the Company (including any person who, with his consent, is named in the Registration Statement as about to become a director of the Company), to each officer of the Company who has signed the Registration Statement and to each person, if any, who controls the Company within the meaning of the Act or the Exchange Act.

7. Representations and Agreements to Survive Delivery. All representations, warranties, and agreements of the Company herein or in certificates delivered pursuant hereto, and the agreements of the several Underwriters contained in Section 6 hereof, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Underwriter or any controlling persons, or the Company or any of its officers, directors or any controlling persons, and shall survive delivery of and payment for the Securities.

8. Substitution of Underwriters. (a) If any Underwriter or Underwriters shall fail to take up and pay for the amount of Securities agreed by such Underwriter or Underwriters to be purchased hereunder, upon tender of such Securities in accordance with the terms hereof, and the amount of Securities not purchased does not aggregate more than 10% of the total amount of Securities set forth in Schedule A hereto, the remaining Underwriters shall be obligated to take up and pay for (in proportion to their respective underwriting obligations hereunder as set forth in Schedule A hereto except as may otherwise be determined by you) the Securities that the withdrawing or defaulting Underwriter or Underwriters agreed but failed to purchase.

(b) If any Underwriter or Underwriters shall fail to take up and pay for the amount of Securities agreed by such Underwriter or Underwriters to be purchased hereunder, upon tender of such Securities in accordance with the terms hereof, and the amount of Securities not purchased aggregates more than 10% of the total amount of Securities set forth in Schedule A hereto, and arrangements satisfactory to you and the Company for the purchase of such Securities by other persons are not made within 36 hours thereafter, this Agreement shall terminate. In the event of any such termination the Company shall not be under any liability to any Underwriter (except to the extent provided in Section 4(g) and Section 6 hereof) nor shall any Underwriter (other than an Underwriter who shall have failed, otherwise than for some reason permitted under this Agreement, to purchase the amount of Securities agreed by such Underwriter to be purchased hereunder) be under any liability to the Company (except to the extent provided in Section 6 hereof).

9. Termination. You shall have the right to terminate this Agreement by giving notice as hereinafter specified at any time at or prior to the Closing Date if (i) the Company shall have failed, refused, or been unable, at or prior to the Closing Date, to perform any agreement on its part to be performed hereunder, (ii) any other condition of the Underwriters' obligations hereunder is not fulfilled, (iii) trading on the New York Stock Exchange or the American Stock Exchange shall have been wholly suspended or subject to a material limitation, (iv) minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required, on the New York Stock Exchange or the American Stock Exchange, by such Exchange or by order of the Commission or any other governmental authority having jurisdiction, (v) a banking moratorium shall have been declared by Federal or New York authorities, or (vi) an outbreak or escalation of hostilities in which the United States is involved, a declaration of war or national

emergency by Congress, any other substantial national or international calamity or any other event or occurrence of a similar character shall have occurred since the execution of this Agreement that, in your judgment, makes it impractical or inadvisable to proceed with the completion of the sale of and payment for the Securities to be purchased by the Underwriters. Any such termination shall be without liability of any party to any other party except that the provisions of Section 4(g) and Section 6 hereof shall at all times be effective. If you elect to terminate this Agreement as provided in this Section, the Company shall be notified promptly by you by telephone or teletype and confirmed by letter.

10. Notices. All notices or communications hereunder shall be in writing and if sent to you shall be mailed, delivered or telecopied and confirmed to you at the address set forth for that purpose in Schedule B hereto, or if sent to the Company, shall be mailed, delivered or telecopied and confirmed to the Company at 350 Poplar Church Road, P.O. Box 8888, Camp Hill, Pennsylvania 17001-8888, Attention: Senior Vice President and Chief Financial Officer. Notice to any Underwriter pursuant to Section 6 hereof shall be mailed, delivered or telecopied and confirmed to such Underwriter's address as it appears in such Underwriter's questionnaire or other notice furnished to the Company in writing for the purpose of communications hereunder. Any party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.

11. Parties. This Agreement shall inure to the benefit of and be binding upon the Company and the Underwriters and their respective successors and the controlling persons, officers and directors referred to in Section 6 hereof, and no other person will have any right or obligation hereunder. No purchaser of any Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

12. Representation of Underwriters. In all dealings with the Company under this Agreement, you shall act on behalf of each of the several Underwriters, and any action under this Agreement taken by you or by any one of you designated in Schedule B hereto will be binding upon all the Underwriters.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

If the foregoing correctly sets forth the understanding between the Company and the several Underwriters, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and the several Underwriters. Alternatively, the execution of this Agreement by the Company and its acceptance by or on behalf of the Underwriters may be evidenced by an exchange or telegraphic or other written communications.

Very truly yours,

Harsco Corporation

By: _____

Name: _____
Title: _____

[By: _____
Name: _____
Title: _____]

Accepted at New York, New York, as of the date first above written [on behalf of ourselves and as Representative of the other Underwriters named in Schedule A hereto]

[Name of Representative]

By: _____
Name: _____
Title: _____

EXHIBIT I

HARSCO CORPORATION

[Insert specific title of securities]

DELAYED DELIVERY CONTRACT

[Insert date of initial public offering]

Harsco Corporation

c/o The Representative or Representatives
Specified in Schedule B

Gentlemen:

The undersigned hereby agrees to purchase from Harsco Corporation ("Company"), and the Company agrees to sell to the undersigned, [If one delayed closing, insert - as of the date hereof, for delivery on _____, 19 ("Delivery Date")] \$ _____ principal amount of the Company's _____ ("Securities"), offered by the Company's Prospectus relating thereto, receipt of a copy of which is hereby acknowledged, at a purchase price of _____ % of the principal amount thereof plus accrued interest, if any, from _____ to the Delivery Date and on the further terms and conditions set forth in this contract.

[If two or more delayed closings, insert the following:

The undersigned will purchase from the Company as of the date hereof, for delivery on the dates set forth below, Securities in the amounts set forth below:

Delivery Date	Amount
-----	-----

Each of such delivery dates is hereinafter referred to as a Delivery Date.]

Payment for the Securities that the undersigned has agreed to purchase for delivery on a Delivery Date shall be made to the Company or its order by certified or official bank check in New York Clearing House (next day) funds at the office of _____ at _____ A.M. on that Delivery Date upon delivery to the undersigned of the Securities to be purchased by the undersigned for delivery on that Delivery Date in definitive form and in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to that Delivery Date. If no request is received, the Securities will be registered in the name of the undersigned and issued in a denomination equal to the total amount of Securities to be purchased by the undersigned on that Delivery Date.

The obligation of the Company to make delivery of and accept payment for, and the obligation of the undersigned to take delivery of and make payment for, Securities on a Delivery Date shall be subject only to the conditions that (1) investment in the Securities shall not at that Delivery Date be prohibited under the laws of any jurisdiction in the United States to which the undersigned is subject, which investment the undersigned represents is not prohibited on the date hereof, and (2) the Company shall have sold to the Underwriters the amount of the Securities to be sold to them pursuant to the Underwriting Agreement referred to in the Prospectus mentioned above.

Promptly after completion of the sale to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

It is understood that the acceptance of this contract and any other similar contracts is in the Company's sole discretion and, without limiting the foregoing, need not be on a first-come, first-served basis. If this contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so mailed or delivered.

This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

(Name of Purchaser)

By: _____

(Title of Signatory)

(Address of Purchaser)

Accepted, as of the above date.

Harsco Corporation

By: _____
[Insert Title]

[By: _____]
[Insert Title]

EXHIBIT II

(1) They are independent certified public accountants with respect to the Company, within the meaning of the Securities Act of 1933, as amended (the "Act") and the applicable published rules and regulations thereunder.

(2) In their opinion, the consolidated financial statements and consolidated financial statement schedules audited by them and incorporated by reference in the Registration Statement and Prospectus comply as to form in all material respects included with the applicable accounting requirements of the Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as applicable, and the related published rules and regulations thereunder. They have performed the procedures specified by the American Institute of Certified Public Accountants for a review of interim financial information as described in SAS 71, Interim Financial Information, on the unaudited financial statements included in the Company's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus.

(3) On the basis of procedures referred to in such letter, including a reading of the latest available unaudited interim financial statements of the Company and inquiries of certain officials of the Company responsible for financial and accounting matters, nothing caused them to believe that:

(A) Any material modifications should be made to the unaudited condensed consolidated financial statements, if any, included or incorporated by reference in the Prospectus, for them to be in conformity with generally accepted accounting principles;

(B) The unaudited condensed consolidated financial statements, if any, included or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related published rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder;

(C) The unaudited pro forma condensed consolidated financial statements, if any, included or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X of the Commission or that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(D) At the date of the latest available internal balance sheet of the Company and at a subsequent specified date not more than five days

prior to the date of such letter, there was any change in the capital stock, short-term or long-term debt of the Company and its consolidated subsidiaries, or any decrease in consolidated net current assets or net assets as compared with amounts shown in the latest balance sheet included or incorporated by reference in the Prospectus except in all cases for changes or decreases that the Prospectus discloses have occurred or may occur or as may be set forth in such letter; or

(E) For the period from the date of the

latest balance sheet included or incorporated by reference in the Prospectus to the date of the latest available internal balance sheet of the Company and to a subsequent specified date not more than five days prior to the date of such letter, there was any decrease, as compared with the corresponding period of the previous year and with the period of corresponding length ended on the date of the latest balance sheet included or incorporated by reference in the Prospectus, in consolidated net sales or in the total or per share amounts of income before extraordinary items or of net income, except in all cases for changes or decreases that the Prospectus discloses have occurred or may occur or as may be set forth in such letter.

(4) In addition to their audit referred to in their reports included or incorporated by reference in the Registration Statement and Prospectus and the procedures referred to in (3) above, they have carried out certain other specified procedures, not constituting an audit, with respect to certain specified dollar amounts, percentages and other financial information (in each case to the extent that such dollar amounts, percentages, and other financial information are derived, either directly or by analysis or computation, from the general accounting records of the Company and its subsidiaries) that are included or incorporated by reference in the Prospectus and appear in the Prospectus or incorporated documents and have found such dollar amounts, percentages and financial information to be in agreement with the general accounting records of the Company and its subsidiaries.

SCHEDULE A

If Debt Securities:

Principal
Amount of
Securities
to be
Purchased

Underwriter

\$

.
.
.
.

Total

\$
=====

If Equity Securities:

Number of
Firm Shares
to be
Purchased

Underwriter

.
.
.
.
.
.

Total

=====

SCHEDULE B

Underwriting Agreement dated:

Registration Statement No.:

Closing -

Office for delivery of Securities:

Office for payment for Securities:

Date and time of Closing:

Office for checking Securities:

Specified Funds for Payment of the Purchase

Price:

Name of Representative or Representatives:

Address for notices per Section 10:

Name of Underwriter to act per Section 12:

If Debt Securities -

Title of Securities:

Indenture:

Amount of Securities:

Purchase Price:

Underwriting commissions or other compensation:

Delayed Delivery -

Fee:

Minimum amount of each Contract:

Maximum amount of all Contracts:

Particular terms of the Securities:

Maturity Date:

Interest Rate:

Interest Payment Dates:

Record Dates:

Optional Redemption:

Sinking Fund:

Other Terms:

If Common Stock -

Number of Firm Shares:

Maximum Number of Optional Shares:

Initial Offering Price to Public:

Purchase Price by Underwriters:

If Preferred Stock -

Board Resolution Fixing the Terms and Conditions
of the Preferred Stock dated:

Title of Preferred Stock:

Number of Firm Shares:

Maximum Number of Optional Shares:

Initial Offering Price to Public:

Purchase Price by Underwriters:

Particular terms of the Preferred Stock -

Dividend Rate:

Dividend Payment Dates:

Dividend Rights:

Voting Rights:

Liquidation Value:

Preemptive Rights:

Redemption Provisions:

Sinking Fund Provisions:

Other terms:

RESTATED CERTIFICATE OF INCORPORATION

OF

Harsco Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is Harsco Corporation. The date of filing its original Certificate of Incorporation with the Secretary of State was February 28, 1956.
2. This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this Corporation by amending Article Thirteenth and adding new Article Seventeenth.
3. This Restated Certificate of Incorporation was duly adopted by the Board of Directors and the Stockholders in accordance with Sections 245 and 242 of the General Corporation Law of the State of Delaware.
4. The text of the Certificate of Incorporation as amended or supplemented heretofore is further amended hereby to read as herein set forth in full:

FIRST: The name of the Corporation is HARSCO CORPORATION.

SECOND: The location of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent therein and in charge thereof is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware.

THIRD: The objects and purposes for which and for any of which this Corporation is formed are to do any or all of the things herein set forth to the same extent as natural persons might or could do, viz:

1. To manufacture, purchase, lease or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, design, install, fabricate, prefabricate, import, export, package, ship, grant licenses with respect of, deal in and with, as principal agent, factor or otherwise, at wholesale, retail, on commission or otherwise, products, articles and any or all things capable of fabrication or prefabrication; in general, but without limitation, to engage in the fabricating or prefabricating business in all its varied branches.
2. To manufacture, purchase, lease or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, import, export, deal in and deal with goods, wares and merchandise and real and personal property of every class and description and in particular, lands, properties, easements, buildings, business concerns and undertakings, concessions, produce, and any interest in real or personal property, and any claims against such property or against any person or corporation, and to carry on any business concern, or undertaking so acquired.
3. To purchase, receive, hold and own bonds, mortgages, debentures, notes, shares of capital stock and other securities, obligations,

contracts and evidences of indebtedness of any company, corporation or association, or of any government, state, municipality or body politic; to receive, collect and dispose of interest, dividends, and income upon, of and from any of the bonds, mortgages, debentures, notes, shares of capital stock, securities, obligations, contracts, evidences of indebtedness and other property held or owned by it, and to exercise in respect of all such bonds, mortgages, debentures, notes, shares of capital stock, securities, obligations, contracts, evidences of indebtedness and other property, any and all the rights, powers and privileges of individual ownership thereof, including the right to vote thereon.

4. To acquire the good will, rights and property, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation, and to pay for the same in cash, stock or bonds of this Corporation or otherwise.
5. To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patents, patent rights, licenses and privileges, inventions, improvements and processes, trademarks and trade names and copyrights relating to or useful in connection with any business of this Corporation.
6. To buy, sell, process, transport, truck and otherwise deal in all kinds of by-products of iron, steel and other metal industries or either of them or in which iron, steel and other metals form a substantial part, and to engage in a general extracting business in iron, steel and other metals.
7. To engage in the manufacture and sale of castings, die castings, dies, tools, jigs and fixtures; die casting, polishing and other machinery; and manufactured products of all kinds.
8. To enter into, make, perform and carry out contracts of every kind for any lawful purpose, without limit as to amount, with any person, firm, association or corporation.
9. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
10. To borrow money, issue bonds, debentures or obligations of this Corporation from time to time, for any of the objects or purposes of the corporation, and to secure the same by mortgage, pledge, deed of trust or otherwise.
11. To purchase, hold and reissue the shares of its capital stock; provided that this Corporation shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of the capital of the Corporation; and provided further that shares of its own capital stock belonging to the Corporation shall not be voted upon directly or indirectly.
12. To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount, to purchase or otherwise acquire, to hold, own, mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of

the States, Districts, Territories or Colonies of the United States and in any and all foreign countries, subject to the laws of such States, Districts, Territories, Colonies or Countries.

13. In general, to carry on the foregoing or any other business in connection with the foregoing, either as principal, agent, factor or otherwise, at wholesale, retail, on commission or otherwise, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to.
14. The foregoing clauses shall be construed as objects and powers and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this Corporation.

FOURTH: The total number of shares of all classes of stock which this Corporation shall have authority to issue is 54,000,000 shares, of which 4,000,000 shares are to be Preferred Stock of the par value of \$1.25 per share and 50,000,000 shares are to be Common Stock of the par value of \$1.25 per share.

The amount of capital with which this Corporation will commence business is \$1,250.

A statement of such of the designations and powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of the different classes of stock of this Corporation, the fixing of which by this Certificate of Incorporation is desired, and the express grant of authority desired to be granted to the Board of Directors to fix by resolution or resolutions any thereof that may be desired but which are not fixed by this Certificate of Incorporation, are as follows:

Division A. Preferred Stock

1. Issuable in Series - Shares of the Preferred Stock may be divided into and issued in series from time to time as herein provided. Each such series shall be designated so as to distinguish the shares thereof from the shares of all other series and shall have such voting powers, full or limited or without voting powers, designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed herein or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors pursuant to the authority expressly vested in it by the provisions of this Certificate of Incorporation.
2. Authority of Board of Directors to Create Series - The Board of Directors of this Corporation is hereby expressly granted authority at any time or from time to time, by resolution or resolutions, to create one or more series of the Preferred Stock, to fix the authorized number of shares of any series (which number of shares may vary as between series and be changed from time to time by like action), and to fix terms of such series to the full extent now or hereafter permitted by the laws of the State of Delaware, including but not limited to, the following:
 - (a) the designation of such series, which may be by distinguishing number, letter or title;

- (b) the rate or rates at which shares of such series shall be entitled to receive dividends, the periods in respect of which dividends are payable, the conditions upon, and times of payment of, such dividends, the relationship and preference, if any, of such dividends to dividends payable on any other class or classes or any other series of stock, whether such dividends shall be cumulative and, if cumulative, the date or dates from which such dividends shall accumulate, and the other terms and conditions applicable to dividends upon shares of such series;

- (c) the rights of the holders of the shares of such series in case this Corporation be liquidated, dissolved or wound up (which may vary depending upon the time, manner, or voluntary or involuntary nature or other circumstances of such liquidation, dissolution or winding up) and the relationship and preference, if any, of such rights to rights of holders of shares of stock of any other class or classes or any other series of stock;

- (d) the right, if any, to redeem shares of such series at the option of this Corporation, including any limitation of such right, and the amount or amounts to be payable in respect of the shares of such series in case of such redemption (which may vary depending on the time, manner or other circumstances of such redemption), and the manner, effect and other terms and conditions of any such redemption thereof;

- (e) the obligation, if any, of this Corporation to purchase, redeem or retire shares of such series and/or to maintain a fund for such purpose, and the amount or amounts to be payable from time to time for such purpose or into such fund, or the number of shares to be purchased, redeemed or retired, the per share purchase price or prices and the other terms and conditions of any such obligation or obligations;

- (f) the voting rights, if any, full, special or limited, to be given the shares of such series, including without limiting the generality of the foregoing, the right, if any, as a series or in conjunction with other series or classes, to elect one or more members of the Board of Directors either generally or at certain times or under certain circumstances, and restrictions, if any, on particular corporate acts without a specified vote or consent of holders of such shares (such as, among others, restrictions on modifying the terms of such series or of the Preferred Stock, restricting the permissible terms of other series or the permissible variations between series of Preferred Stock, authorizing or issuing additional shares of Preferred Stock, creating debit or creating any class of stock ranking prior to or on a parity with the Preferred Stock or any series thereof as to dividends or assets);

- (g) the right, if any, to exchange or convert the shares of such series into shares of any other series of the Preferred Stock or into shares of any other class of stock of this Corporation, and the rate or basis, time,

manner, terms and conditions of exchange or

conversion or the method by which the same shall be determined; and

- (h) the other special rights, if any, and the qualifications, limitations or restrictions thereof, of the shares of such series.

The Board of Directors shall fix the terms of each such series by resolution or resolutions adopted at any time prior to the issuance of the shares thereof, and the terms of each such series may, subject only to restrictions, if any, imposed by applicable law, vary from the terms of other series to the extent determined by the Board of Directors from time to time and provided in the resolution or resolutions fixing the terms of the respective series of the Preferred Stock.

The Board of Directors is also hereby expressly granted authority, at any time or from time to time, by resolution or resolutions, within the then total authorized number of shares of the Preferred Stock of all series, to increase the authorized number of shares of any series or of any Preferred Stock which is not part of a then existing series and to establish or re-establish any authorized or unissued shares of Preferred Stock as shares of any series or as Preferred Stock which is not part of any then existing series.

Division B. Common Stock

3. Dividends - Out of the assets of this Corporation available for dividends, remaining after full satisfaction of the applicable preferential rights, if any, of holders of outstanding shares of Preferred Stock, in accordance with the provisions of any certificate or certificates setting forth the resolutions fixing the terms of series of the Preferred Stock and after making such provision, if any, as the Board of Directors may, in its discretion, deem necessary for working capital and reserves or for compliance with any other terms of any series of the Preferred Stock, then, and not otherwise, dividends may be declared and paid upon the Common Stock, to the exclusion of the Preferred Stock.
4. Purchases - Subject to any applicable provisions of any certificate or certificates setting forth the resolutions fixing the terms of any series of the Preferred Stock, this Corporation may at any time or from time to time purchase shares of its Common Stock in any manner now or hereafter permitted by law, publicly or privately, or pursuant to any agreement.
5. Distribution of Assets - In the event that this Corporation shall be liquidated, dissolved or wound up, after satisfaction of the applicable preferential rights, if any, of holders of

outstanding shares of Preferred Stock in accordance with any certificate or certificates setting forth the terms of any series of the Preferred Stock, the holders of the Common Stock shall be entitled to receive, pro rata and to the exclusion of the Preferred Stock, all of the remaining assets of this Corporation available for distribution to its stockholders.

6. Voting Rights - Except as provided in any certificate or certificates setting forth the

resolutions fixing the terms of series of the Preferred Stock, or as otherwise required by law, the holders of the Common Stock shall possess full and exclusive voting power for the election of directors and for all other purposes.

Division C. General

7. Issuance of Shares - All authorized shares of stock of this Corporation shall be available for issuance and may be issued in accordance with the provisions of this Certificate of Incorporation, as from time to time amended, and the statutes in such case made and provided, for such consideration permitted by law (not less than the par or stated value thereof) as may be fixed from time to time by the Board of Directors. Without limiting in any way the generality of the foregoing, shares of any class of stock of this Corporation or of any series of any class may be issued in exchange for and upon surrender of outstanding shares of any other class or series upon such basis as the Board of Directors may at any time or from time to time determine and all shares so issued shall be and be taken to be full-paid and non-assessable and not liable to any further call, subject to the provisions of paragraph 8 below.
8. Exchange or Conversion of Shares - If any shares of stock of this Corporation are at any time issued in exchange for or upon conversion of outstanding shares of another class or series, the capital of this Corporation in respect of the shares surrendered for exchange or conversion immediately prior to such issue, or deemed by the Board of Directors to be applicable to said shares, shall thereupon and in each case, without effecting a reduction of the capital of this Corporation, be and be deemed to be allocated to the shares so issued or, if shares of more than one series or class of stock be so issued, to be allocated between the shares of the series or classes so issued as may be determined by the Board of Directors; provided that, if any shares so issued be shares with par value, the amount to be allocated to them shall be at least equal to the aggregate par value of such shares and, if the shares so issued be shares with a par value and also shares without par value, the amount to be allocated to them in the aggregate shall exceed the aggregate par value of said shares

with par value. Nothing herein shall prevent the taking of any action at any time or from time to time with respect to the capital of this Corporation, however such capital shall then be allocated, or whether to increase or decrease the same with respect to any class or classes, or otherwise, in any manner or to any extent now or hereafter permitted by law.

9. Fractional Shares - Fractions of shares resulting from any exchange or conversion of outstanding shares of stock of this Corporation may, in the discretion of the Board of Directors, be disregarded in whole or part, to be provided for in cash or be represented by scrip certificates containing such terms and conditions (including without limitation and if deemed advisable non-voting and non-dividend bearing provisions and authority for the sale of fractions of shares represented by such scrip certificates for account of the holders thereof) as the Board of Directors may fix and determine.

FIFTH: The names and places of residence of each of the original incorporators are as follows:

Gardner Small	277 Avenue C New York, NY
Rolf F. Wisness	470 76th Street Brooklyn, NY
Herbert A. Power	77-17 64th Street Glendale, L.I., NY

SIXTH: This Corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

EIGHTH: No holder of any stock of this Corporation shall be entitled as of right to purchase or subscribe for any part of any stock of the Corporation authorized herein or of any additional stock of any class to be issued by reason of any increase of the authorized capital stock of the Corporation, or of any bonds, certificates of indebtedness, debentures or other securities convertible into stock of the Corporation, but any stock authorized herein or any such additional authorized issue of any stock or of securities convertible into stock may be issued and disposed of by the Board of Directors to such persons, firms, corporations or associations, and upon such terms and conditions as the Board of Directors may in their discretion determine, without offering any thereof on the same term or on any terms to the stockholders then of record or to any class of stockholder.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (a) The make, alter, amend and rescind the by-laws of this Corporation; to fix the amount to be reserved as working capital; to authorize and cause to be executed mortgages and liens upon the real and personal property of this Corporation.
- (b) From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of this Corporation, other than the stock ledger, or any of them, shall be open to the inspection of the stockholder, and no stockholder shall have any right of inspecting any account or book or document of this Corporation except as conferred by statute, or authorized by the directors, or by a resolution of the stockholders.
- (c) If the by-laws so provide, to designate two or more of their number to constitute an executive committee, which committee shall for the time being, as provided in said resolution or in the by-laws of this Corporation, have and exercise any or all of the powers of the Board of Directors in the management of the business and affairs of this Corporation, and have power to authorize the seal of this Corporation to be affixed to all papers which may require it.

TENTH: This Corporation may in its by-laws confer powers additional to the foregoing upon the directors, in addition to the powers and authorities expressly conferred upon them by the statute.

ELEVENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their

meetings either within or without the State of Delaware; and the Corporation may have one or more offices in addition to the principal office in Delaware, and keep its books (subject to the provision of the statutes) outside of the State of Delaware at such places as may be from time to time designated by the Board.

TWELFTH: No contact or other transaction between the Corporation and any other firm or corporation shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation is or are interested in or is a member, director, officer or stockholder or are members, directors, officers or stockholders of, such other firm or corporation, and any director or directors, officer or officers, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of the Corporation or in which the Corporation is interested; and no contract, act or transaction of the Corporation with any person, firm, corporation or association shall be affected or

invalidated by the fact that any director or directors, or officer or officers of the Corporation is a party or are parties to or interested in such contract, act or transaction or in any way connected with such person, firm, corporation or association, and each and every person, who may become a director or officer of the Corporation is hereby relieved, as far as is legally permissible, from any disability which might otherwise prevent him from contracting with the Corporation for the benefit of himself, or of any firm, corporation or association in which he may in any way be interested.

THIRTEENTH:

- (a) The Corporation shall have power to indemnify any and all of its directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-laws, agreement, vote of stockholders, or otherwise.
- (b) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the Delaware General Corporation Law, or (4) for any transaction from which the director derived any improper personal benefit.

FOURTEENTH:

- (A) Business Combinations with Substantial

Stockholders.

1. Ninety Percent Required Vote. Except as provided in Subparagraph (2) hereof, the affirmative vote of at least 90% of the vote which all holders of Common Stock of this

Corporation, voting as a single class, are entitled to cast thereon with respect to such Common Stock and, in addition, the affirmative vote of the number or proportion of shares of any class or series of any class of shares of this Corporation, if any, as shall at the time be required by the express terms of any such class or series, shall be required to approve any of the following transactions ("Business Combinations") involving a Substantial Stockholder (hereinafter defined):

- (a) any merger or consolidation of this Corporation or any subsidiary thereof with or into (i) any Substantial Stockholder or (ii) any other corporation which after such merger or consolidation would be an Affiliate (hereinafter defined) of a Substantial Stockholder, or
- (b) any sales, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of related transactions) to or with any Substantial Stockholder of any substantial part (hereinafter defined) of the assets of this Corporation or any subsidiary thereof, or
- (c) the issuance or transfer by this Corporation or by any subsidiary thereof (in one transaction or series of related transactions) of any equity securities, or rights with respect to equity securities, of this Corporation or any subsidiary thereof to any Substantial Stockholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate fair market value of \$5,000,000 or more, except in the course of a public offering when such securities are issued to a Substantial Stockholder who is an underwriter in such offering primarily for resale, or
- (d) the adoption of any plan or proposal for the liquidation or dissolution of this Corporation if, as of the record date for the determination of Stockholders entitled to notice thereof and to vote thereon, any person shall be a Substantial Stockholder, or
- (e) any reclassification of securities (including any reverse stock split) or recapitalization of this Corporation, or any reorganization, merger or consolidation of this Corporation with any of its subsidiaries or any similar transaction (whether or not with or into or otherwise involving a Substantial Stockholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding securities of any class of equity securities of this Corporation or any subsidiary which is directly or indirectly

beneficially owned (as hereinafter defined) by any Substantial Stockholder.

2. Exceptions to Ninety Percent Required Vote. Subparagraph (A)(1) of this Article Fourteenth

shall not apply to a Business Combination if either (a) the Business Combination is approved by a vote of three-quarters of the Continuing Directors, or (b) the Substantial Stockholder shall have complied with the provisions of Subparagraph (A)(3) of this Article Fourteenth and all other holders of Common Stock of this Corporation shall have been given a reasonable opportunity immediately before the consummation of the Business Combination to receive in the Business Combination, or the right to receive as a result of or in the Business Combination, cash, cash and other consideration, or other consideration, the per share fair market value of which will not, at the time the Business Combination is effected, together with any cash, be less than the greatest of (i) the highest price per share (including brokerage commissions, soliciting dealers' fees and all other expenses) paid by the Substantial Stockholder in acquiring any of its shares of Common Stock of this Corporation; (ii) the per share book value of this Corporation's Common Stock at the time the Business Combination is effected determined by such independent appraisal firm or other experts as the Board of Directors deem appropriate; (iii) the highest sale or bid price per share for the Common Stock during the 24 months immediately preceding the time the Business Combination is effected; and (iv) an amount which bears the same or a greater percentage relationship to the market price of this Corporation's Common Stock immediately prior to the announcement of the Business Combination as the highest per share price paid in (i) above bore to the market price of this Corporation's Common Stock immediately prior to the commencement of acquisition of this Corporation's Common Stock by such Substantial Stockholder.

3. Restrictions on Corporate Action. Without the approval of three-quarters of the Continuing Directors, a Substantial Stockholder, after the time it became such, seeking to comply with clause (b) of Subparagraph (A)(2) of this Article Fourteenth, shall not have (i) made any material change in this Corporation's business or capital structure, (ii) received the benefit directly or indirectly (except proportionately as a Stockholder) of any loan, advances, guarantees, pledges or other financial assistance provided by this Corporation, (iii) made, caused or brought about, directly or indirectly, any change in this Corporation's Certificate of Incorporation or By-laws or in the membership of this Corporation's Board of Directors or any committee thereof, or (iv)

acquired any newly issued or treasury shares of this Corporation's capital stock directly or indirectly from this Corporation (except upon conversion of convertible securities or as a result of a pro rata share dividend or share split).

4. Certain Definitions. The following terms when used herein shall have the meanings set forth below:
 - (a) The term "Substantial Stockholder" shall mean any person, corporation or other entity, together with any other entity with which it or its Affiliate or Associate (hereinafter defined) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of capital stock of the Corporation or which is its Affiliate or Associate, which immediately prior to any

Business Combination has "beneficial ownership" (hereinafter defined) of more than 10% of the outstanding shares of Common Stock of this Corporation. For the purpose of this Article Fourteenth, the outstanding shares of Common Stock shall include all shares deemed owned under the definition herein of beneficial ownership, but shall not include any other shares which may be issuable either immediately or at some future date pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise.

- (b) The term "Affiliate" and "Associate" shall have the meanings ascribed thereto in Rule 12b-2 promulgated under the Securities Exchange Act of 1934 in effect on January 1, 1984.
 - (c) The term "beneficial ownership" shall have the meaning ascribed thereto in Rule 13d-3 promulgated under the Securities Exchange Act of 1934 in effect on January 1, 1984. Without limitation, any shares of Common Stock of this Corporation which any Substantial Stockholder has the right to acquire either immediately or at some future date pursuant to any agreement, or upon exercise of conversion rights, warrants or options or otherwise, shall be deemed beneficially owned by a person in determining whether such person is a Substantial Stockholder.
 - (d) The term "substantial part" shall mean assets having a book value in excess of 10% of the book value of the total consolidated assets of this Corporation at the end of its most recent fiscal year ending prior to the time the determination is made, all determined in accordance with generally accepted accounting principles.
 - (e) The term "Continuing Director" shall mean a person who was a member of the Board of Directors of this Corporation immediately prior to the date as of which the Substantial Stockholder in question became a Substantial Stockholder, or, following such date, a person designated (before his initial election or appointment as a director) as a Continuing Director by a majority of the Whole Board, but only if a majority of the Whole Board shall not then consist of Continuing Directors, by a majority of the then Continuing Directors.
 - (f) The term "Whole Board" shall mean the total number of directors which this Corporation would have if there were no vacancies.
5. Findings. A majority of the Whole Board shall have the power to determine, but only if a majority of the Whole Board shall then consist of Continuing Directors, or, if a majority of the Whole Board shall not then consist of Continuing Directors, a majority of the then Continuing Directors shall have the power to determine, for the purposes of this Article Fourteenth, on the basis of information known to them, (i) the number of shares of common stock of this Corporation beneficially owned by any person, (ii) whether a person is an Affiliate or an Associate of another, and (iii) any other factual matter relating to the applicability or effect of this Article Fourteenth.

6. Conclusive Determination. Any determinations made by the Board of Directors, or by the Continuing Directors, as the case may be, pursuant to this Article Fourteenth in good faith and on the basis of such information and assistance as was then reasonably available for such purpose shall be conclusive and binding upon this Corporation and its stockholders, including any Substantial Stockholder.
7. Fiduciary Duty. Nothing contained in this Article Fourteenth shall be construed to relieve any Substantial Stockholder from any fiduciary obligation imposed by law.
8. Severability. In the event that any paragraph (or portion thereof) of this Article Fourteenth shall be found to be invalid, prohibited or unenforceable for any reason, the remaining provisions, or portion thereof, of this Article Fourteenth shall be deemed to remain in full force and effect, and shall be construed as if such invalid, prohibited or unenforceable provision had been stricken herefrom or otherwise rendered inapplicable, it being the intent of this Corporation and its stockholders that each such remaining provision (or portion thereof) of this Article Fourteenth remain, to

the fullest extent permitted by law, applicable and enforceable as to all stockholders, including Substantial Stockholder, notwithstanding any such findings.

9. Amendments. This Paragraph (A) of this Article Fourteenth shall not be amended, modified or repealed in any manner, directly or indirectly, except by (i) the approval of 90% of the vote which all holders of Common Stock, voting as a single class, are entitled to cast thereon with respect to such Common Stock and, in addition, the affirmative vote of any other class of shares of this Corporation, if any as shall at the time be required by the express terms of any such class or series, or (ii) the approval of three-quarters of the Continuing Directors and the stockholder approval otherwise required by statute or by-law for such amendment.

(B) By-law and Preferred Stock Provisions.

The provisions of Paragraph (A) of this Article Fourteenth shall be subject to the express terms of any class or series of any class of preferred stock of this Corporation. The By-laws of this Corporation shall not contain any provisions inconsistent with this Article Fourteenth.

FIFTEENTH:

- (a) Number, Election and Terms of Directors. The number of the Directors of the Corporation shall be fixed from time to time by or pursuant to the By-laws of the Corporation. The Directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as reasonably possible, as shall be provided in the manner specified in the By-laws, one initially for a term expiring at the annual meeting of stockholders to be held in 1987, another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 1988 and another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 1989, with the members of each class to hold office until their successors are elected and qualified. Thereafter, at each

annual meeting of the stockholders of the Corporation, the successors to the class of Directors whose terms expire at that meeting shall be elected to hold office for terms expiring at the later of the annual meeting of stockholders held in the third year following the year of their election or the election and qualification of the successors to such class of Directors.

- (b) Stockholder Nomination of Director Candidates. Advance notice of nominations for the election of Directors, other than by the Board of

Directors or a committee thereof, shall be given in the manner provided in the By-laws.

- (c) Newly Created Directorships and Vacancies. Newly created directorships resulting from any increase in the number of Directors or any vacancy on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining Director. Any Director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent Director.
- (d) Removal of Directors. Any one or more Directors may be removed only for cause by the stockholders as provided herein. At any annual meeting of stockholders of the Corporation or at any special meeting of stockholders of the Corporation, the notice of which shall state that the removal of a Director or Directors is among the purposes of the meeting, the affirmative vote of at least eighty percent of the vote which all holders of Common Stock of this Corporation, voting together as a single class, are entitled to cast thereon with respect to such Common Stock, may remove such Director or Directors for cause.
- (e) Stockholder Action. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Except as otherwise required by law, special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors or by the Chairman of the Board or by the President.
- (f) By-laws Amendments. Notwithstanding anything contained in this Restated Certificate of Incorporation to the contrary, Sections 1, 2 and 3 of Article II and Sections 2, 3 and 4 of Article III of the By-laws shall not be altered, amended or repealed and no provision inconsistent therewith shall be adopted without the approval of eighty percent of the vote which all holders of Common Stock, voting as a single class, are entitled to cast thereon with respect to such Common Stock.

- (g) Amendments. This Article Fifteenth shall not be amended, modified or repealed in any manner, directly or indirectly, except by the approval of eighty percent of the vote which all holders of Common Stock, voting as a single class, are entitled to cast thereon with respect to such Common Stock.
- (h) Preferred Stock Provisions. The provisions of this Article Fifteenth shall be subject to the express terms of any class or series of any class of preferred stock of this Corporation.

SIXTEENTH:

- (a) Prevention of Greenmail. Any purchase or other acquisition, directly or indirectly, in one or more transactions, by the Corporation or any Subsidiary (as hereinafter defined) of the Corporation of any share of Common Stock of this Corporation known by the Corporation to be beneficially owned by any Substantial Stockholder (as hereinafter defined) who has beneficially owned such security or right for less than two years prior to the date of such purchase shall, except as hereinafter expressly provided, require the affirmative vote of at least eighty percent of the vote of all of the shares of Common Stock of this Corporation, voting as a single class, are entitled to cast thereon with respect to the such Common Stock. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or any agreement with any national securities exchange, or otherwise, but no such affirmative vote shall be required with respect to any purchase or other acquisition by the Corporation or any of its Subsidiaries of Common Stock purchased at or below Fair Market Value (as hereinafter defined) or made as part of a tender or exchange offer made on the same terms to all holders of such securities and complying with the applicable requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations thereunder or in a Public Transaction (as hereinafter defined).
- (b) Certain Definitions. The following terms when used herein shall have the meanings set forth below:
 - (1) The terms "Affiliate" and "Associate" shall have the meanings ascribed thereto in Rule 12b-2 promulgated under the Securities Exchange Act of 1934 in effect on January 1, 1986.
 - (2) A person shall be a "beneficial owner" of any shares of Common Stock of this Corporation:
 - (A) which such person or any of its Affiliates or Associates beneficially owns, directly or indirectly; or
 - (B) which such person or any of its Affiliates or Associates has (i) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) any right to vote pursuant to

any agreement, arrangement or understanding; or

- (C) which is beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any security of any class of the Corporation or any of its Subsidiaries.
 - (D) For the purposes of determining whether a person is a Substantial Stockholder, the relevant class of securities outstanding shall be deemed to include all such securities of which such person is deemed to be the "beneficial owner" through application of this subparagraph (2), but shall not include any other securities of such class which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options or otherwise, but are not yet issued.
- (3) "Fair Market Value" means, for any share of Common Stock of this Corporation, the average of the closing sale prices during the ninety-day period immediately preceding the repurchase of such Common Stock on the Composite Tape for New York Stock Exchange-Listed Stocks, or, if such Common Stock is not quoted on the Composite Tape, on the New York Stock Exchange, or, if such Common Stock, is not listed on such Exchange, on the principal United States securities exchange registered under the Exchange Act on which such Common Stock, is listed, or if such Common Stock is not listed on any such exchange, the average of the closing bid quotations with respect to a share of such Common Stock, during the ninety-day period immediately preceding the date in question

on the National Association of Securities Dealers, Inc. Automated Quotations system or any system then in use, or if no such quotations are available, the Fair Market Value on the date in question of a share of such Common Stock, as determined by the Board of Directors in good faith.

- (4) A "person" shall mean any individual, firm, corporation or other entity (including a "group" within the meaning of Section 13(d) of the Exchange Act).
- (5) A "Public Transaction" shall mean any (i) purchase of shares offered pursuant to an effective registration statement under the Securities Act of 1933 or (ii) open market purchases of shares if, in either such case, the price and other terms of sale are not negotiated by the purchaser and seller of the beneficial interest in the shares.
- (6) The term "Subsidiary" shall mean any corporation at least a majority of the outstanding securities of which having ordinary voting power to elect a majority of the board of directors of such corporation (whether or not any other

class of securities has or might have voting power by reason of the happening of a contingency) is at the time owned or controlled directly or indirectly by the Corporation or one or more Subsidiaries or by the Corporation and one or more Subsidiaries.

- (7) "Substantial Stockholder" shall mean any person (other than (i) the Corporation, (ii) any of its Subsidiaries, (iii) any benefit plan or trust of or for the benefit of the Corporation or any of its Subsidiaries, or (iv) any trustee, agent or other representative of any of the foregoing) who or which:
- (A) is the beneficial owner, directly or indirectly of more than five percent of the outstanding shares of Common Stock of this Corporation; or
 - (B) is an Affiliate of the Corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of more than five percent of the outstanding shares of Common Stock of this Corporation; or
 - (C) is an assignee of or has otherwise succeeded to any shares of any class of the outstanding shares of Common

Stock of this Corporation which were at any time within the two-year period immediately prior to the date in question beneficially owned by a Substantial Stockholder, unless such assignment or succession shall have occurred pursuant to any Public Transaction or a series of transactions including a Public Transaction.

- (8) The term "Whole Board" shall mean a total number of Directors this Corporation would have if there were no vacancies.
- (c) Findings. A majority of the Whole Board shall have the power to determine, but only if a majority of the Whole Board shall then consist of Continuing Directors, or, if a majority of the Whole Board shall not then consist of Continuing Directors, a majority of Continuing Directors shall have the power to determine, for the purposes of this Article Sixteenth, on the basis of information known to them, (i) the number of shares of Common Stock of this Corporation beneficially owned by any person, (ii) whether a person is an Affiliate or an Associate of another, (iii) whether a transaction is a Public Transaction, (iv) the Fair Market Value of any shares of Common Stock and (v) any other factual matter relating to the applicability or effect of this Article Sixteenth.
- (d) Amendments. This Article Sixteenth shall not be amended, modified or repealed in any manner, directly or indirectly, except by the approval of eighty percent of the vote which all holders of Common Stock, voting as a single class, are entitled to cast thereon with respect to such Common Stock.

SEVENTEENTH: The Board of Directors, when evaluating any (a) tender offer or invitation for

tenders, or proposal or offer to make a tender offer or request or invitation for tenders, by another party, for or of any equity security of the Corporation, or (b) proposal or offer by another party to (1) merge or consolidate the Corporation or any Subsidiary of the Corporation with another corporation, (2) purchase or otherwise acquire all or a substantial portion of the properties or assets of such other party, or (3) liquidate, dissolve, reclassify the securities of, recapitalize or reorganize the Corporation, shall in connection with the exercise of its judgment in determining what is in the best interests of the Corporation and its stockholders, give due consideration to (i) all factors which the Board of Directors deems relevant, including, without limitation, the social, legal and economic effects on the employees, customers, suppliers and other constituents of the Corporation and its subsidiaries and on the communities in which

the Corporation and its subsidiaries and their employees, customers, suppliers, and other constituents operate or are located and (ii) not only the consideration being offered in relation to the current market price for the Corporation's outstanding shares of capital stock, but also in relation to the then current value of the Corporation in a freely negotiated transaction and in relation to the Board of Directors' estimate of the future value of the Corporation (including the unrealized value of its properties and assets) as an independent going concern.

EIGHTEENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any Receiver or Receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any Receiver or Receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourth in value of the creditors, or class of creditors, and/or of the stockholder or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement, and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

NINETEENTH: This Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Harsco Corporation has caused this certificate to be signed by M. W. Gambill, President and Chief Executive Officer and attested by Paul C. Coppock, Corporate Counsel and Secretary this 21st day of June 1990.

HARSCO CORPORATION

/s/ M. W. Gambill
M. W. Gambill
President and Chief Executive Officer

ATTEST:

/s/ Paul C. Coppock
Paul C. Coppock
Corporate Counsel and Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
HARSCO CORPORATION

Harsco Corporation, a corporation organized and existing under and by virtue of the General Corporate Law of the State of Delaware, does hereby certify:

FIRST: That at a meeting of the Board of Directors of Harsco Corporation resolutions were duly adopted setting forth a proposed amendment to the Restated Certificate of Incorporation of said corporation, declaring said amendment to be advisable and directing that the proposed amendment be considered at the Annual Meeting of Stockholders of the Corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Restated Certificate of Incorporation of Harsco Corporation, as heretofore amended, be, and the same hereby is, further amended by deleting the introductory paragraph of Article FOURTH thereof and substituting, in lieu thereof, the following:

"FOURTH: The total number of shares of all classes of stock which this Corporation shall have authority to issue is 74,000,000 shares, of which 4,000,000 shares are to be Preferred Stock of the par value of \$1.25 per share and 70,000,000 shares are to be Common Stock of the par value of \$1.25 per share."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the Annual Meeting of Stockholders of said Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Harsco Corporation has caused this certificate to be signed by M. W. Gambill, President and Chief Executive Officer and attested by Paul C. Coppock, Corporate Counsel and Secretary this 25th day of April, 1989.

HARSCO CORPORATION

/s/ M. W. Gambill
M. W. Gambill
President and Chief Executive Officer

ATTEST:

/s/ Paul C. Coppock
Paul C. Coppock
Corporate Counsel and Secretary

CERTIFICATE OF DESIGNATION, PREFERENCES AND
RIGHTS OF SERIES A JUNIOR PARTICIPATING
CUMULATIVE PREFERRED STOCK
(\$1.25 PAR VALUE)

of

Harsco Corporation

Pursuant to Section 151 of the General Corporation Law
of the State of Delaware

We, Jeffrey J. Burdge, Chairman of the Board, and Paul C. Coppock, Assistant Secretary, of Harsco Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, in accordance with the provisions of Section 103 thereof, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Restated Certificate of Incorporation of the said Corporation, the said Board of Directors on September 29, 1987, adopted the following resolution creating a series of 400,000 shares of Cumulative Preferred Stock designated as Series A Junior Participating Cumulative Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Restated Certificate of Incorporation, a series of Cumulative Preferred Stock of the Corporation be and it hereby is created, and that the designation and amount thereof and the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Cumulative Preferred Stock" and the number of shares constituting such series shall be 400,000.

Section 2. Dividends and Distributions.

(A) Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Junior Participating Cumulative Preferred Stock with respect to dividends or distributions, the holders of shares of Series A Junior Participating Cumulative Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the fifteenth day of February, May, August and November in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the

first issuance of a share or fraction of a share of Series A Junior Participating Cumulative Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$5.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common

Stock, par value \$1.25 per share, of the Corporation (the "Common Stock") since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Junior Participating Cumulative Preferred Stock. In the event the Corporation shall at any time after September 29, 1987 (the "Rights Declaration Date") (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a small number of shares, then in each such case the amount to which holders of shares of Series A Junior Participating Cumulative Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Participating Cumulative Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$5.00 per share on the Series A Junior Participating Cumulative Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Participating Cumulative Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Participating Cumulative Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for determination of holders of shares of Series A Junior

Participating Cumulative Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Participating Cumulative Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Participating Cumulative Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 45 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. In addition to the voting rights set forth in Article FOURTH of the Restated Certificate of Incorporation or otherwise required by law, the holders of shares of Series A Junior Participating Cumulative Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment

hereinafter set forth, each share of Series A Junior Participating Cumulative Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the number of votes per share to which holders of shares of Series A Junior Participating Cumulative Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Junior Participating Cumulative Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) (i) If at any time dividends on any Series A Junior Participating Cumulative Preferred Stock shall be in arrears in an amount equal to six (6) quarterly dividends thereon, the occurrence of such contingency shall mark the beginning of a period (herein called a "default period") which shall extend until such time when all accrued and unpaid dividends for all previous quarterly dividend periods and for the current quarterly

dividend period on all shares of Series A Junior Participating Cumulative Preferred Stock then outstanding shall have been declared and paid or set apart for payment. During each default period, all holders of Cumulative Preferred Stock (including holders of the Series A Junior Participating Cumulative Preferred Stock) with dividends in arrears in an amount equal to six (6) quarterly dividends thereon, voting as a class, irrespective of series, shall have the right to elect two (2) Directors.

(ii) During any default period, such voting right of the holders of Series A Junior Participating Cumulative Preferred Stock may be exercised initially at a special meeting called pursuant to subparagraph (iii) of this Section 3(C) or at any annual meeting of stockholders, and thereafter at annual meetings of stockholders, provided that neither such voting right nor the right of the holders of any other series of Cumulative Preferred Stock, if any, to increase, in certain cases, the authorized number of Directors shall be exercised unless the holders of ten percent (10%) in number of shares of Cumulative Preferred Stock outstanding shall be present in person or by proxy. The absence of a quorum of the holders of Common Stock shall not affect the exercise by the holders of Cumulative Preferred Stock of such voting right. At any meeting at which the holders of Cumulative Preferred Stock shall exercise such voting right initially during an existing default period, they shall have the right, voting as a class, to elect Directors to fill such vacancies, if any, in the Board of Directors as may then exist up to two (2) Directors or, if such right is exercised at an annual meeting, to elect two (2) Directors. If the number which may be so elected at any special meeting does not amount to the required number, the holders of the Cumulative Preferred Stock shall have the right to make such increase

in the number of Directors as shall be necessary to permit the election by them of the required number. After the holders of the Cumulative Preferred Stock shall have exercised their right to elect Directors in any default period and during the continuance of such period, the number of Directors shall not be increased or decreased except by vote of the holders of Cumulative Preferred Stock as herein provided or pursuant to the rights of any equity securities ranking senior to or pari passu with the Series A Junior Participating Cumulative Preferred Stock.

(iii) Unless the holders of Cumulative Preferred Stock shall, during an existing default period, have previously exercised their right to elect Directors, the Board of Directors may order, or any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Cumulative Preferred Stock outstanding, irrespective of

series, may request, the calling of a special meeting of the holders of Cumulative Preferred Stock, which meeting shall thereupon be called by the President, a Vice-President or the Secretary of the Corporation. Notice of such meeting and of any annual meeting at which holders of Cumulative Preferred Stock are entitled to vote pursuant to this paragraph (C) (iii) shall be given to each holder of record of Cumulative Preferred Stock by mailing a copy of such notice to him at his last address as the same appears on the books of the Corporation. Such meeting shall be called for a time not earlier than 20 days and not later than 60 days after such order or request or in default of the calling of such meeting within 60 days after such order or request, such meeting may be called on similar notice by any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Cumulative Preferred Stock outstanding. Notwithstanding the provisions of this paragraph (C) (iii), no such special meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual meeting of the stockholders.

(iv) in any default period, the holders of Common Stock, and other classes of stock of the Corporation if applicable, shall continue to be entitled to elect the whole number of Directors until the holders of Cumulative Preferred Stock shall have exercised their right to elect two (2) Directors voting as a class, after the exercise of which right (x) the Directors so elected by the holders of Cumulative Preferred Stock shall continue in office until their successors shall have been elected by such holders or until the expiration of the default period, and (y) any vacancy in the Board of Directors may (except as provided in paragraph (C) (ii) of this Section (3) be filled by vote of a majority of the remaining Directors theretofore elected by the holders of the class of stock which elected the Director whose office shall have become vacant. References in this paragraph (C) to Directors elected by the holders of a particular class of stock shall include Directors elected by such Directors to fill vacancies as provided in clause (y) of the foregoing sentence.

(v) Immediately upon the expiration of a default period, (x) the right of the holders of Cumulative Preferred Stock as a class to elect Directors shall cease, (y) the term of any Directors elected by the holders of Cumulative Preferred Stock as a class shall terminate, and

(z) the number of Directors shall be such number as may be provided for in the certificate of incorporation or by-laws irrespective of any increase made pursuant to the provisions of paragraph (C) (ii) of this Section 3 (such number being subject, however, to change thereafter in

any manner provided by law or in the certificate of incorporation or by-laws). Any vacancies in the Board of Directors effected by the provisions of clauses (y) and (z) in the preceding sentence may be filled by a majority of the remaining Directors.

(D) Except as set forth herein, holders of Series A Junior Participating Cumulative Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Reacquired Shares. Any shares of Series A Junior Participating Cumulative Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Cumulative Preferred Stock and may be reissued as part of a new series of Cumulative Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 5. Liquidation, Dissolution or Winding Up.

(A) Upon any voluntary liquidation, dissolution or winding up of the Corporation, no distribution shall be made to the holders of shares of stock ranking (either as to dividends or upon liquidation, dissolution or winding up) junior to the Series A Junior Participating Cumulative Preferred Stock unless, prior thereto, the holders of shares of Series A Junior Participating Cumulative Preferred Stock shall have received \$150 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment (the "Series A Liquidation Preference"). Following the payment of the full amount of the Series A Liquidation Preference, no additional distributions shall be made to the holders of shares of Series A Junior Participating Cumulative Preferred Stock unless, prior thereto, the holders of shares of Common Stock shall have received an amount per share (the "Common Adjustment") equal to the quotient obtained by dividing (i) the Series A Liquidation Preference by (ii) 100 (as appropriately adjusted as set forth in subparagraph C below to reflect such events as stock splits, stock dividends and recapitalizations with respect to the Common Stock) (such number in clause (ii), the "Adjustment Number"). Following the payment of the full amount of the Series A Liquidation Preference and the Common Adjustment in respect of all outstanding shares of Series A Junior Participating Cumulative Preferred Stock and Common Stock, respectively, holders of Series A Junior Participating Cumulative Preferred Stock and holders of shares of Common Stock shall receive their ratable and proportionate share of the

remaining assets to be distributed in the ratio of the Adjustment Number to 1 with respect to such Cumulative Preferred Stock and Common Stock, on a per share basis, respectively.

(B) In the event, however, that there are not

sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other series of Cumulative Preferred Stock, if any, which rank on a parity with the Series A Junior Participating Cumulative Preferred Stock, then such remaining assets shall be distributed ratably to the holders of such parity shares in proportion to their respective liquidation preferences. In the event, however, that there are not sufficient assets available to permit payment in full of the Common Adjustment, then such remaining assets shall be distributed ratably to the holders of Common Stock.

(C) In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the Adjustment Number in effect immediately prior to such event shall be adjusted by multiplying such Adjustment Number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 6. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series A Junior Participating Cumulative Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Junior Participating Cumulative Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. No Redemption. The shares of Series A Junior Participating Cumulative Preferred Stock shall not be redeemable.

Section 8. Ranking. The Series A Junior Participating Cumulative Preferred Stock shall rank junior to all other series of the Corporation's preferred stock as to the payment of dividends and the distribution of assets.

Section 9. Amendment. The Restated Certificate of incorporation of the Corporation shall not be further amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Junior Participating Cumulative Preferred Stock so as to affect them adversely without the affirmative vote of the holders of a majority or more of the outstanding shares of Series A Junior Participating Cumulative Preferred Stock, voting separately as a class.

Section 10. Fractional Shares. Series A Junior Participating Cumulative Preferred Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Junior Participating Cumulative Preferred Stock.

IN WITNESS WHEREOF, we have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 29th day of September, 1987.

/s/ J. J. Burdge
J. J. Burdge
Chairman of the Board

Attest:

/s/ Paul C. Coppock
Paul C. Coppock
Assistant Secretary

FORM OF
CERTIFICATE OF DESIGNATION, PREFERENCES AND
RIGHTS OF _____
_____ PREFERRED STOCK
(\$1.25 PAR VALUE)

of

Harsco Corporation

Pursuant to Section 151 of the General Corporation Law
of the State of Delaware

We, _____,
and _____, of Harsco
Corporation, a corporation organized and existing
under the General Corporation Law of the State of
Delaware, in accordance with the provisions of Section
103 thereof, DO HEREBY CERTIFY:

That pursuant to the authority conferred
upon the Board of Directors by the Restated
Certificate of Incorporation of the said Corporation,
the said Board of Directors on _____,
adopted the following resolution creating a series of
_____ shares of _____ Preferred Stock
designated as _____:

RESOLVED, that pursuant to the authority
vested in the Board of Directors of this Corporation
in accordance with the provisions of its Restated
Certificate of Incorporation, a series of
_____ of the Corporation be and it
hereby is created, and that the designation and amount
thereof and the voting powers, preferences and
relative, participating, optional and other special
rights of the shares of such series, and the
qualifications, limitations or restrictions thereof
are as follows:

Section 1. Designation and Amount. The
shares of such series shall be designated as
"_____" and the number of shares
constituting such series shall be _____.

Section 2. Dividends. [The dividend rate
on the shares of _____ shall be
_____.] [Insert description of any
adjustable or floating dividend rate.] [The amount
of dividends payable for the initial dividend period
or any period shorter than a full quarterly dividend
period shall be computed on the basis of 30-day months
and a 360-day year.]

Section 3. Voting Rights. [The
_____ shall have no voting rights other
than the voting rights set forth in the Restated
Certificate of Incorporation of the Company or as
otherwise provided by Delaware law.] [Insert
description of any additional voting rights.]

Section 4. Reacquired Shares. [Any shares
of _____ purchased or otherwise acquired
by the Corporation in any manner whatsoever shall be
retired and cancelled promptly after the acquisition
thereof. All such shares shall upon their
cancellation become authorized but unissued shares of
_____ and may be reissued as part of a new
series of _____ to be created by
resolution or resolutions of the Board of Directors,
subject to the conditions and restrictions on issuance
set forth herein.] [So long as any shares of the
_____ are outstanding, shares of the
_____ which are purchased, redeemed or
otherwise acquired by the Company shall not be
reissued, or otherwise disposed of, as shares of

_____.]

Section 5. Liquidation, Dissolution or Winding Up.

[In the event of any involuntary liquidation, dissolution or winding up of the Company, the holders of the _____ shall be entitled to receive [\$_____ per share] (which amount shall be deemed to be its stated value on involuntary liquidation) plus accrued dividends to the date of distribution, whether or not earned or declared.]

[In the event of any voluntary liquidation, dissolution or winding up of the Company, the holders of the _____ shall be entitled to receive [\$_____ per share] plus an amount equal to the accrued dividends thereon to the date of distribution, whether or not earned or declared.] [Insert description of any additional or alternative provisions regarding liquidation, dissolution or winding up of the Company.]

Section 6. Redemption. [Optional] [Mandatory] Redemption [Non-Redeemable]. [The _____ will not be redeemable prior to _____. Thereafter,] the Company shall have the option to redeem the whole or any part of the _____ at any time on at least thirty day's notice at [\$_____ per share] [the following redemption prices, together with any accrued dividends to the date of such redemption:

If Redeemed During the 12-month Period Ending on _____,	Per Share Redemption Price \$	If Redeemed During the 12-month Period Ending on _____,	Per Share Redemption Price \$
_____		_____	
_____		_____	
_____		_____	

_____and thereafter, together with any accrued dividends to the date of such redemption.] [Insert any mandatory redemption provisions.] [The _____ shall not be redeemed by the Corporation at any time.]

Section 7. [Conversion or Exchange.] [The _____ shall not have any conversion or exchange rights.] [Insert description of any conversion or exchange rights.]

Section 8. [Ranking. The _____ shall rank _____ to all other series of the Corporation's preferred stock as to the payment of dividends and the distribution of assets.]

Section 9. [Amendment. The Restated Certificate of incorporation of the Corporation shall not be further amended in any manner which would materially alter or change the powers, preferences or special rights of the _____ so as to affect them adversely without the affirmative vote of the holders of a majority or more of the outstanding shares of _____, voting separately as a class.]

Section 10. Fractional Shares. _____ may [not] be issued in fractions of a share [which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends,

participate in distributions and to have the benefit
of all other rights of holders of
_____].

IN WITNESS WHEREOF, we have executed and
subscribed this Certificate and do affirm the
foregoing as true under the penalties of perjury this
__ day of _____.

Name:
Title:

Attest:

Name:
Title:

=====

HARSCO CORPORATION,

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),

AND

CHEMICAL BANK

FIRST SUPPLEMENTAL INDENTURE

Dated as of _____, 199_

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

Debt Securities

=====

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of the ____ day of _____, 199_, is between Harsco Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), The Chase Manhattan Bank (National Association), a national banking association duly organized and existing under the laws of the United States (the "Resigning Trustee") and Chemical Bank, a banking corporation duly organized and existing under the laws of the State of New York (the "Trustee").

W I T N E S S E T H:

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

[WHEREAS, pursuant to Section 303 of the Indenture, the Resigning Trustee had duly authenticated and delivered on _____, _____, _____ of which are outstanding as of the effective date hereof.

* * *

WHEREAS, pursuant to Section 303 of the Indenture, the Resigning Trustee had duly authenticated and delivered on _____, _____, _____ of which are outstanding as of the effective date hereof.]

WHEREAS, by letter dated November 29, 1994, the Resigning Trustee resigned as trustee under the Indenture, Paying Agent and Security Registrar such resignation to become effective upon acceptance of appointment by a successor trustee;

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

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

WHEREAS, Section 902 of the Indenture provides that, with the consent of the Holders of not less than 66 % in principal of the Outstanding Securities of each series affect thereby, the Company, when authorized by Board Resolutions, and the Trustee may enter into an indenture supplemental thereto for the purpose of adding any provisions to the indenture;

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

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for

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

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

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

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

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

Section 2. Appointment of Trustee, Paying Agent and Registrar. The Company hereby appoints Chemical Bank as trustee under the Indenture, Paying Agent and Security Registrar to succeed to, and hereby vests Chemical Bank with, all the rights, powers and trusts of Resigning Trustee under the Indenture with like effect as if originally named as Trustee, Paying Agent and Registrar in the Indenture.

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

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

accordance with the provisions of Section 6.10(f) of the Indenture.

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

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

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

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

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

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

SECTION 402. Application of Trust Money.

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

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

SECTION 403. Covenant Defeasance of Securities of Any Series.

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

(1)(a) the Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Securities of such series

(i) money in the currency in which such Securities are payable in an amount, or (ii) U.S. Government Securities which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in the currency in which such Securities are payable in an amount, or (iii) a combination of (i) and (ii), sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including mandatory sinking fund payments) of, and premium (not relating to optional redemption), if any, and interest on, the Outstanding Securities of such series on the dates such installments of principal of, and premium (not relating to optional redemption), if any, or interest are due; or

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

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

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

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

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

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

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

SECTION 404. Reinstatement.

If the Trustee is unable to apply any money or U.S. Government Securities in

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

Section 8. Effectiveness of this First Supplemental Indenture. This First Supplemental Indenture shall become effective as of the opening of business on _____, 199_.

Section 9. Further Assurances. The Company and the Resigning Trustee hereby agree to execute and deliver such further instruments and shall do such other things as the Trustee may reasonably request so as to more fully vest in Chemical Bank all the rights, powers and trusts hereby assigned, transferred and delivered to Chemical Bank, as Trustee, Paying Agent and Security Registrar.

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

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

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

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

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

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

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

HARSCO CORPORATION

By: _____
Name:
Title:

[By: _____]
Name:
Title:

Attest:

[Corporate Seal]

CHEMICAL BANK, AS TRUSTEE

By: _____
Name:
Title:

Attest:

[Corporate Seal]

THE CHASE MANHATTAN BANK
(National Association)

By: _____
Name:
Title:

Attest:

[Corporate Seal]

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, 199_ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is _____ of Harsco Corporation, one of the parties described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

[NOTARIAL SEAL]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is _____ of Harsco Corporation, one of the parties described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

[NOTARIAL SEAL]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is _____ of Chemical Bank, as Trustee, one of the parties described in and which executed the above instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed (his) (her) name thereto by like authority.

Notary Public

[NOTARIAL SEAL]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is _____ of The Chase Manhattan Bank (National Association), one of the parties described in and which executed the above instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed (his) (her) name thereto by like authority.

Notary Public

[NOTARIAL SEAL]

Exhibit A

HARSCO CORPORATION

NOTICE

To the Holders of _____ of
Harsco Corporation:

NOTICE IS HEREBY GIVEN, pursuant to Section 6.10(f) of the Indenture (the "Indenture") dated as of May 1, 1985 by and between Harsco Corporation (the "Company") and The Chase Manhattan Bank (National Association), as Trustee ("Chase Manhattan"), that Chase Manhattan has resigned as Trustee, Paying Agent and Security Registrar under the Indenture.

Chemical Bank, a banking corporation duly organized and existing under the laws of the State of New York, has accepted appointment as Trustee, Paying Agent and Security Registrar. The address of the corporate trust office of Chemical Bank is 450 West 33rd Street, New York, New York 10001.

Chase Manhattan's resignation as Trustee, Paying Agent and Security Registrar and Chemical Bank's appointment as successor Trustee, Paying Agent and Security Registrar were effective as of the opening of business on _____, 199_.

Dated:

Very truly yours,

HARSCO CORPORATION

=====

HARSCO CORPORATION,

Issuer

AND

CHEMICAL BANK,

Trustee

INDENTURE FOR
SUBORDINATED DEBT SECURITIES

Dated as of _____, 199_

=====

HARSCO CORPORATION
Reconciliation and tie between Trust Indenture Act of
1939 and
Indenture, dated as of _____, 199_

Trust Indenture Act Section	Indenture Section
310(a)(1)	609
(a)(2)	609
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(b)	608, 610
311 (a)	613
(b)	613
312 (a)	701, 702(a)
(b)	702(b)
(c)	702(c)
313 (a)	703(a)
(b)	703(a)
(c)	703(a)
(d)	703(b)
314 (a)	704
(a)(4)	101, 1004
(b)	Not Applicable

(c)(1)	. . . . .	102
(c)(2)	. . . . .	102
(c)(3)	. . . . .	Not Applicable
(d)	. . . . .	Not Applicable
(e)	. . . . .	102
315 (a)	. . . . .	601
(b)	. . . . .	602
(c)	. . . . .	601
(d)	. . . . .	601
(e)	. . . . .	514
316 (a)	. . . . .	101
(a)(1)(A)	. . . . .	502, 512
(a)(1)(B)	. . . . .	513
(a)(2)	. . . . .	Not Applicable
(b)	. . . . .	508
(c)	. . . . .	104(c)
317(a)(1)	. . . . .	503
(a)(2)	. . . . .	504
(b)	. . . . .	1003
318 (a)	. . . . .	107

Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

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Note: This table of contents shall not, for any purpose, be deemed to be part of the Indenture.

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INDENTURE, dated as of _____, 199_, between HARSCO CORPORATION, a Delaware corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), having its principal office at Camp Hill, Pennsylvania 17011 and CHEMICAL BANK, a banking corporation duly organized and existing under the laws of the State of New York, as Trustee (herein called the "Trustee").

RECITALS

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities"), to be issued in one or more series as in this Indenture provided.

All things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;
- (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;
- (4) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and
- (5) all references to either gender shall refer to both genders.

Certain terms, used principally in Article Six, are defined in that Article.

"Act," when used with respect to any Holder, has the meaning specified in Section 104.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or

controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authenticating Agent" means any Person authorized by the Trustee to act on behalf of the Trustee to authenticate Securities.

"Board of Directors" means the Board of Directors of the Company or any duly authorized committee of such Board.

"Book-Entry Security" means a Security bearing the legend specified in Section 203, evidencing all or part of the Securities of a series and registered in the name of the Depository or its nominee.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day," when used with respect to any Place of Payment, means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law to close.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor corporation.

"Common Stock" includes any stock of any class of the Company which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which is not subject to redemption by the Company. However, subject to the provisions of Section 1311, shares issuable on conversion of Securities of a series shall include only shares of the class designated as Common Stock of the Company at the date of this instrument or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not subject to redemption by the Company; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Company Request" or "Company Order" means a

written request or order signed in the name of the Company by its Chairman, its President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary, and delivered to the Trustee.

"Conversion Price" has the meaning specified in Section 1301.

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

"corporation" includes corporations, associations, companies and business trusts.

"Defaulted Interest" has the meaning specified in Section 307.

"Depository" means, with respect to the Securities of any series issuable or issued in whole or in part in the form of one or more Book-Entry Securities, the clearing agency registered under the Securities Exchange Act of 1934, as amended, specified for that purpose as contemplated by Section 301.

"Event of Default" has the meaning specified in Section 501.

"Holder" means a Person in whose name a Security is registered in the Security Register.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof. The term "Indenture" shall also include the terms of particular series of Securities established as contemplated by Section 301, provided, however, that, if at any time more than one Person is acting as Trustee under this instrument due to the appointment of one or more separate Trustees for any one or more separate series of Securities pursuant to Section 610(e), "Indenture" shall mean, with respect to such series of Securities for which any such Person is Trustee, this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and shall include the terms of particular series of Securities for which such Person is Trustee established as contemplated by Section 301, exclusive, however, of any provisions or terms which relate solely to other series of Securities for which such Person is not Trustee, regardless of when such terms or provisions were adopted, and exclusive of any provisions or terms adopted by means of one or more indentures supplemental hereto executed and delivered after such Person had become such Trustee but to which such Person, as such Trustee, was not a party.

"interest," when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"Interest Payment Date," when used with respect to any Security, means the Stated Maturity of an instalment of interest on such Security.

"Maturity," when used with respect to any Security, means the date on which the principal of such Security or an instalment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"Officers' Certificate," when used with respect to the Company, means a certificate signed by its Chairman, its President or a Vice President and by its Treasurer; an Assistant Treasurer; its Secretary; or an Assistant Secretary of the Company and delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Company and delivered to the Trustee.

"Original Issue Discount Security" means any Security which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502.

"Outstanding," when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(iii) Securities which have been paid pursuant to Section 306 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of any Original Issue Discount Security that may be counted in making such determination and that shall be deemed to be Outstanding for such purposes shall be equal to the amount of the principal thereof that could be declared to be due and payable pursuant to the terms of such Original Issue Discount Security at the time the taking of such action by the Holders of such requisite principal amount is evidenced to the Trustee as provided in Section 104(a), and provided further that Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company, or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor.

"Paying Agent" means any Person authorized by the

Company to pay the principal of (and premium, if any) or interest on any Securities on behalf of the Company.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Place of Payment," when used with respect to the Securities of any series, means the place or places where the principal of (and premium, if any) and interest on the Securities of that series are payable as specified as contemplated by Section 301.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 306 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"Redemption Date," when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price," when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Securities of any series means the date specified for that purpose as contemplated by Section 301.

"Responsible Officer," when used with respect to the Trustee, means the chairman or any vice-chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the chairman of the trust committee, the president, any vice president, any second vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any corporate trust officer, any trust officer, the controller or any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other employee to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Securities" has the meaning stated in the first recital of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture, provided, however, that if at any time there is more than one Person acting as Trustee under this Indenture, "Securities" with respect to the Indenture as to which such Person is Trustee shall

have the meaning stated in the first recital of this Indenture and shall more particularly mean Securities authenticated and delivered under this Indenture, exclusive, however, of Securities of any series as to which such Person is not Trustee.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 305.

"Senior Indebtedness" of the Company means the principal of and premium, if any, and interest on the indebtedness (other than the Securities) of the Company, whether outstanding on the date of this Indenture or thereafter created, incurred, assumed or

guaranteed, (a) for money borrowed from or guaranteed to others, (b) under promissory notes or debentures, bonds or other instruments of indebtedness issued under the provisions of or pursuant to an indenture, agreement, or similar instrument, or (c) for the payment of money relating to the lease of any property which lease may be capitalized on the consolidated balance sheet of the Company and its Subsidiaries in accordance with generally accepted accounting principles as in effect from time to time and, in each such case, all renewals, extensions, refundings, amendments or modifications thereof; unless, in each case, by the terms of the instrument creating or evidencing the indebtedness it is provided that such indebtedness is not superior in right of payment to the Securities.

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 307.

"Stated Maturity," when used with respect to any Security or any instalment of principal thereof or interest thereon, means the date specified in such Security as the fixed date on which the principal of such Security or such instalment of principal or interest is due and payable.

"Subsidiary" means any corporation of which the Company, or the Company and one or more Subsidiaries, or any one or more Subsidiaries, directly or indirectly own voting securities entitling the holders thereof to elect a majority of the directors, either at all times or so long as there is no default or contingency which permits the holders of any other class or classes of securities to vote for the election of one or more directors.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder, and if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series shall mean the Trustee with respect to Securities of that series.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed, except as provided in Section 905; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

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

such depository receipt.

"Vice President," when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president."

SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee such certificates and opinions as may be required under the Trust Indenture Act. Each such certificate or opinion shall be given in the form of an Officers' Certificate, if to be given by an officer of the Company, or an Opinion of Counsel, if to be given by counsel, and shall comply with the requirements of the Trust Indenture Act and any other requirements set forth in this Indenture.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company, stating that the information with respect to such factual matters is in the possession of the Company unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register.

(d) If the Company shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the Outstanding Securities shall be computed as of such record date; provided that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of

anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. Notices, Etc., to Trustee and Company.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or delivered to or filed with,

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at 450 West 33rd Street, New York, New York 10001, Attention: Corporate Trust Administration, or at any other address previously furnished in writing to the Company by the Trustee, or, in the case of a successor Trustee, at its Corporate Trust Office, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company, addressed to it at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company.

SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Any notice mailed to a Holder in the aforesaid manner shall be conclusively deemed to have been received by such Holder whether or not actually received by such Holder. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

SECTION 107. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of and govern this Indenture, the latter provision shall control. If any provision of this 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 this Indenture as so modified or to be excluded, as the case may be.

SECTION 108. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 109. Successors and Assigns.

All covenants and agreements in this Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 110. Separability Clause.

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

SECTION 111. Benefits of Indenture.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the holders of Senior Indebtedness, and the Holders any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 112. Governing Law.

This Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 113. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Security or, if applicable, the last date on which a Holder has the right to convert its Securities shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities (other than a provision of the Securities of any series which specifically states that such provision shall apply in lieu of this Section)) payment of interest or principal (and premium, if any) or conversion of such Securities need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, or on the last day for such conversion, provided that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

ARTICLE II

SECURITY FORMS

SECTION 201. Forms Generally.

The Securities of each series shall be in substantially the form as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution of the Securities. If the form of Securities of any series is established by action

taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 303 for the authentication and delivery of such Securities.

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities as evidenced by their execution of such Securities.

SECTION 202. Form of Trustee's Certificate of Authentication.

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

CHEMICAL BANK,
as Trustee

By: _____
Authorized Officer

SECTION 203. Form of Legend for Book-Entry Securities.

Any Book-Entry Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

"This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depository or a nominee of a Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture, and no transfer of this Security (other than a transfer of this Security as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository) may be registered except in such limited circumstances."

ARTICLE III

SECURITIES

SECTION 301. Amount Unlimited; Issuable in Series.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. There shall be established in or pursuant to a Board Resolution, and set forth in an Officers' Certificate or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series,

(1) the title of the Securities of the series (which shall distinguish the Securities of the series from all other Securities);

(2) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of,

or in exchange for, or in lieu of, other Securities of the series pursuant to Section 304, 305, 306, 906, 1107 or 1302 and except for any Securities which, pursuant to Section 303, are deemed never to have been authenticated and delivered hereunder);

(3) the Person to whom any interest on a Security of the series shall be payable, if other than the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest;

(4) the date or dates on which the principal of the Securities of the series is payable or the manner in which such date or dates will be determined;

(5) the rate or rates at which the Securities of the series shall bear interest, if any, or the manner in which such rate or rates will be determined, the date or dates from which such interest shall accrue or the manner in which such date or dates will be determined, the Interest Payment Dates on which such interest shall be payable and the Regular Record Date for the interest payable on any Interest Payment Date;

(6) the place or places where the principal of (and premium, if any) and interest on Securities of the series shall be payable;

(7) the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of the series may be redeemed, in whole or in part, at the option of the Company;

(8) the obligation, if any, of the Company to redeem or purchase Securities of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(9) if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which Securities of the series shall be issuable;

(10) whether the Securities of the series shall be issued in whole or in part in the form of one or more Book-Entry Securities and, in such case, the Depository or Depositories with respect to such Book-Entry Security or Securities and the circumstances under which any such Book-Entry Security may be registered for transfer or exchange, or authenticated and delivered, in the name of a Person other than such Depository or its nominee, if other than as set forth in Section 305;

(11) if other than the principal amount thereof, the portion of the principal amount of Securities of the series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 502;

(12) the exchange of Securities of the series, at the option of the Holders thereof, for other Securities of the same series of the same aggregate principal amount or of a different authorized kind or different authorized denomination or denominations;

(13) whether the Securities will be convertible into or exchangeable for Common Stock or any other shares of the capital stock or securities of the Company or any other Person and, if so, the terms and conditions upon which such conversion will be effected including the initial conversion price or rate, the conversion period and other provisions in addition to or in lieu of those described herein;

(14) any modification, amendment or addition to the covenants of the Company set forth in Article VII or Article X of this Indenture with respect to the Securities of the series;

(15) any Events of Default with respect to Securities of the series, if not otherwise set forth herein;

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

(17) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture).

In addition, in the case of any series after the first series of Securities authorized pursuant to this Indenture, there shall be delivered to the Trustee a certificate of the Company to the effect that no default under this Indenture or any indenture supplemental thereto exists or is continuing.

All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution and set forth in such Officers' Certificate, or in any such indenture supplemental hereto.

At the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

If any of the terms of any series of Securities are established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the series.

The Securities of each series shall be subordinated in right of payment to Senior Indebtedness as provided in Article XIV.

SECTION 302. Denominations.

The Securities of each series shall be issuable in registered form without coupons in such denominations as shall be specified as contemplated by Section 301. In the absence of any such provisions with respect to the Securities of any series, the Securities of such series shall be issuable in denominations of \$1,000 and any integral multiple thereof.

SECTION 303. Execution, Authentication, Delivery and Dating of Securities.

The Securities shall be executed on behalf of the Company by its Chairman, its President or one of its Vice Presidents, under its corporate seal reproduced thereon attested by its Secretary or one of its Assistant Secretaries. The signature of any of these officers on the Securities may be manual or facsimile.

Securities bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series executed by the Company, to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities. If all the Securities of any series are not to be issued at one time and if the Board Resolution or supplemental indenture establishing such series shall so permit, such Company Order may set forth procedures acceptable to the Trustee for the issuance of such Securities and determining terms of particular Securities of such series such as interest rate, maturity date, date of issuance and date from which interest shall accrue. If the form or terms of the Securities of the series have been established in or pursuant to one or more Board Resolutions, as permitted by Sections 201 and 301, in authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating:

(a) if the form of such Securities has been established by or pursuant to a Board Resolution as permitted by Section 201, that such form has been established in conformity with the provisions of this Indenture;

(b) if the terms of such Securities have been established by or pursuant to a Board Resolution as permitted by Section 301, that such terms have been established in conformity with the provisions of this Indenture; and

(c) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

If such form or terms have been so established, the Trustee shall not be required to authenticate such Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Notwithstanding the provisions of Section 301 or this Section 303, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officers' Certificate otherwise required pursuant to Section 301 or the Company Order and Opinion of Counsel otherwise required pursuant to such preceding paragraph at or prior to the time of authentication of each Security of such series if such documents are delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

Each Security shall be dated the date of its authentication.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309 together with a written statement stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

SECTION 304. Temporary Securities.

Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as evidenced by their execution of such Securities.

If temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations. Until so exchanged the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

SECTION 305. Registration, Registration of Transfer and Exchange.

The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency of the Company in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and of transfers of Securities. The Trustee is hereby appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided. In the event that the Trustee shall not be the Security Registrar, it shall have the right to examine the Security Register at all reasonable times.

Upon surrender for registration of transfer of any Security of any series at the office or agency in a Place of Payment for that series, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or

transferees, one or more new Securities of the same series, of any authorized denominations and of a like aggregate principal amount.

At the option of the Holder, Securities of any series may be exchanged for other Securities of the same series, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, and such Securities shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar, duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 304, 906, 1107, or 1302 not involving any transfer.

The Company shall not be required (i) to issue, register the transfer of or exchange Securities of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities of that series selected for redemption under Section 1103 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

Notwithstanding the foregoing and except as otherwise specified or contemplated by Section 301, any Book-Entry Security shall be exchangeable pursuant to this Section 305 or Sections 304, 906 and 1107 for Securities registered in the name of, and a transfer of a Book-Entry Security of any series may be registered to, any Person other than the Depository for such Security or its nominee only if (i) such Depository notifies the Company that it is unwilling or unable to continue as Depository for such Book-Entry Security or if at any time such Depository ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, (ii) the Company executes and delivers to the Trustee a Company Order that such Book-Entry Security shall be so exchangeable and the transfer thereof so registerable or (iii) there shall have occurred and be continuing an Event of Default with respect to the Securities of such series. Upon the occurrence in respect of any Book-Entry Security of any series of any one or more of the conditions specified in clauses (i), (ii) or (iii) of the preceding sentence or such other conditions as may be specified as contemplated by Section 301 for such series, such Book-Entry Security may be exchanged for Securities registered in the names of, and the transfer of such Book-Entry Security may be registered to, such Persons (including Persons other than the Depository with respect to such series and its nominees) as such Depository shall direct.

Notwithstanding any other provision of this Indenture, any Security authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, any Book-Entry Security shall also be a Book-Entry Security and shall bear the legend specified in Section 203 except for any Security which is not a Book-Entry Security authenticated and delivered in exchange for, or upon registration of transfer of, a Book-Entry Security pursuant to the preceding sentence.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and of like tenor and aggregate principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any of their agents harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and aggregate principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any series issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Except as otherwise provided as contemplated by Section 301 with respect to any series of Securities, Interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular

Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in Clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Securities of such series at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following Clause (2).

(2) The Company may make payment of any Defaulted Interest on the Securities of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

In the case of any Security of any series which is converted after any Regular Record Date and on or prior to the next succeeding Interest Payment Date (other than any Security of a series whose Maturity is prior to such Interest Payment Date), interest whose Stated Maturity is on such Interest Payment Date shall be payable on such Interest Payment Date notwithstanding such conversion, and such interest (whether or not punctually paid or duly provided for)

shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on such Regular Record Date. Except as otherwise expressly provided in the immediately preceding sentence, in the case of any Security of any series which is converted, interest whose Stated Maturity is after the date of conversion of such Security shall not be payable.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of a Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of (and premium, if any) and (subject to Section 307) interest on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 309. Cancellation.

All Securities surrendered for payment, redemption, registration of transfer or exchange or conversion or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture and following the maturity of any series of Securities through acceleration or otherwise, any unissued Securities of such series shall be cancelled by the Trustee. The Trustee shall destroy all cancelled Securities and deliver a certificate of destruction to the Company.

SECTION 310. Computation of Interest.

Except as otherwise specified as contemplated by Section 301 for Securities of any series, interest on the Securities of each series shall be computed on the basis of a year of twelve 30-day months.

ARTICLE IV

SATISFACTION AND DISCHARGE

SECTION 401. Satisfaction and Discharge of Indenture.

When

(A) the Company shall deliver to the Trustee for cancellation all Securities of any series theretofore authenticated (other than any Securities of such series which shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in Section 306) and not theretofore cancelled, or

(B) this Section 401(B) is specified as contemplated by Section 301 to be applicable to the Securities of any series and (i) the Company shall have irrevocably deposited with the Trustee, in trust, cash funds or Government Obligations (as hereinafter defined), the

principal of and interest on which when due will, together with any cash funds set aside at the same time and without the necessity for further investment or reinvestment of the principal amount of or interest from such Government Obligations or of such cash funds, provide funds sufficient to pay at maturity or upon redemption all of the Outstanding Securities of such series (other than any Securities of such series which (x) shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in Section 306 or (y) shall, prior to such deposit, have been cancelled or delivered to the Trustee for cancellation), including principal, premium (if any, in the case of an early redemption) and interest due or to become due to the date of maturity or earlier redemption, and (ii) in the case of Securities of such series which the Company may elect to redeem, in whole or in part, prior to their maturity, all action necessary to redeem such Securities of such series, in whole or in part, as of the specified redemption date for such Securities of such series shall have been taken and arrangements reasonably satisfactory to the Trustee shall have been made for the giving of notice of future redemption, and (iii) notice of such deposit shall have been mailed to the Holders of all Securities of such series as to which such deposit is applicable, at least 10 days prior to the date on which this Indenture is to be discharged with respect to Securities of such series as provided below;

and if in either case the Company shall also pay or cause to be paid all other sums payable hereunder with respect to Securities of such series, then this Indenture and all obligations of the Company hereunder with respect to Securities of such series shall, except as otherwise provided in this Section 401, cease to be of further effect, and the Trustee, upon Company Request accompanied by an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent to discharge of this Indenture with respect to Securities of such series have been complied with, and at the cost and expense of the Company, shall execute proper instruments acknowledging the satisfaction of and discharging this Indenture with respect to Securities of such series; provided that it shall be a condition to the deposit of cash or Government Obligations and the termination of the Company's obligations under this Section that such Opinion of Counsel include opinions to the effect that: (a) Holders will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and termination and (b) such Holders (and future holders of such Securities) will be subject to tax in the same amount, manner and timing as if such deposit and termination had not occurred. So long as any Security of such series remains outstanding this Indenture shall continue in effect with respect to Securities of such series following the discharge with respect to Securities of such series provided for above solely with respect to rights of registration of transfer, exchange or replacement of Outstanding Securities of such series, rights to receive payment of the principal thereof and premium, if any, and interest, if any, thereon in accordance with Sections 1001 and 1002, the obligations of the Company set forth in Section 1001, and correlative rights and responsibilities of the Trustee; provided that no claim for payment of principal of or premium, if any, or interest, if any, on any Securities of such series shall be made against the Company unless there shall have occurred a default in payment under the Government Obligations deposited to provide for such payment on the Securities of such series. The Company hereby agrees to reimburse and indemnify the Trustee for any costs or expenses thereafter reasonably and properly incurred by the Trustee in connection with

this Indenture or the Securities following discharge of this Indenture pursuant to Section 607(3) hereof with respect to Securities of any series as herein provided. As used in paragraph (B) of this Section, the term "Government Obligations" shall mean direct obligations of, or obligations the timely payment of the principal of and the interest on which are unconditionally guaranteed by, the United States of America and which are not, by their terms, callable.

SECTION 402. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Sections 401 or 402 shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for the payment of which such money has been deposited with the Trustee.

SECTION 403. Covenant Defeasance of Securities of Any Series.

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

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

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

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

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

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

(5) the Company has delivered to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit, defeasance and discharge under this Section 404 will not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940; and

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

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

SECTION 404. Reinstatement.

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

ARTICLE V

REMEDIES

SECTION 501. Events of Default.

"Event of Default," wherever used herein with respect to Securities of any series, means any one of the following events (whatever the reason for such Event of Default and whether it shall be occasioned by the provisions of Article XIV or otherwise whether it be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), unless such event is either inapplicable to a particular series or it is specifically deleted or modified in or pursuant to the Board Resolution or supplemental indenture authorizing that series:

(1) default in the payment of any interest upon any Security of that series when it becomes due and payable, and continuance of such default for a period of 30 days; or

(2) default in the payment of the principal of (or premium, if any, on) any Security of that series at its Maturity; or

(3) default in the deposit of any sinking fund payment, when and as due by the terms of a

Security of that series; or

(4) default in the performance, or breach, of any covenant, agreement or warranty of the Company in this Indenture (other than a covenant, agreement or warranty a default in the performance of which or the breach of which is elsewhere in this Section specifically dealt with or which has expressly been included in this Indenture solely for the benefit of series of Securities other than that series), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(6) the commencement by the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law, or the consent by the Company to the entry of a decree or order for relief in an involuntary case or proceeding under any such law or to the commencement of any bankruptcy or insolvency case or proceeding against the Company, or the consent by the Company to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of the property of the Company, or the making by the Company of an assignment for the benefit of creditors, or the failure by the Company generally to pay debts as they become due, or the taking of corporate action by the Company in furtherance of any such action; or

(7) any other Event of Default provided with respect to Securities of that series.

SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default with respect to Outstanding Securities of any series at the time occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal amount (or, if the Securities of that series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) of all

of the Securities of that series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable.

At any time after such a declaration of acceleration with respect to Securities of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Securities of that series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if:

(1) the Company has paid or deposited with the Trustee a sum sufficient to pay

(A) all overdue interest on all Securities of that series,

(B) the principal of (and premium, if any, on) any Securities of that series which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate or rates prescribed therefor in such Securities, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel; and

(2) all Events of Default with respect to Securities of that series, other than the nonpayment of the principal of Securities of that series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any interest or mandatory sinking fund payment on any Security when such interest or mandatory sinking fund payment becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment (other than mandatory sinking fund payment) of the principal of (or premium, if any, on) any Security at the Maturity thereof,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal (and premium, if any) and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal (and premium, if any) and on any overdue interest, at the rate or rates prescribed therefor in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel except compensation or advances arising or expenses or liabilities incurred as a result of the Trustee's

negligence or bad faith.

If the Company fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment of final decree and may enforce the same against the Company or any other obligor upon such Securities and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon such Securities, wherever situated.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, liquidation proceedings, any voluntary or involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization, or other similar law relative to the Company, or any other obligor upon the Securities or the property of the Company, or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 607.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 505. Trustee May Enforce Claims Without Possession of Securities

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements

and advances of the Trustee, its agents and its counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

SECTION 506. Application of Money Collected.

Subject to Article XIV, any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 607;

SECOND: To the payment of the amounts then due and unpaid for principal of (and premium, if any) and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal (and premium, if any) and interest, respectively; and

THIRD: To the payment of any surplus then remaining to the Company, its successors or assigns or to whomsoever may be lawfully entitled to receive the same.

SECTION 507. Limitation on Suits.

No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of that series;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities of that series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of that series;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all of such Holders.

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and (subject to Section 307) interest on such Security on the Stated Maturity or Maturities expressed in such Security (or, in the case of redemption, on the Redemption Date) and, if such Security is convertible pursuant to Article XIII hereof, to convert such Security in accordance therewith and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 512. Control by Holders.

The Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such series, provided that:

- (1) such direction shall not be in conflict with any rule of law or with this Indenture, and
- (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 513. Waiver of Past Defaults.

The Holders of not less than a majority in

principal amount of the Outstanding Securities of any series may on behalf of the Holders of all the Securities of such series waive any past default hereunder with respect to such series and its consequences, except a default:

(1) in the payment of the principal of (or premium, if any) or interest on any Security of such series, or

(2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected,

provided, however, that (subject to the provisions of Section 601) the Trustee shall have the right to decline to follow any such direction if the Trustee shall determine upon advice of counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith by its board of directors or trustees, executive committee, or a trust committee of directors or trustees and/or Responsible Officers shall determine that the action or proceeding so directed would involve the Trustee in personal liability. The Trustee may take any other action deemed proper by the Trustee not inconsistent with such direction.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 514. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; provided that neither this Section nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company.

SECTION 515. Waiver of Stay or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VI

THE TRUSTEE

SECTION 601. Certain Duties and Responsibilities.

The duties and responsibilities of the Trustee shall be as provided by the Trust Indenture Act. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 602. Notice of Defaults.

If a default occurs hereunder with respect to Securities of any series, the Trustee shall give the Holders of Securities of such series notice of such default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any default of the character specified in Section 501(4) with respect to Securities of such series, no such notice to Holders shall be given until at least 60 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of such series.

SECTION 603. Certain Rights of Trustee.

Subject to the provisions of Section 601:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order, and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(d) the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement,

instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company personally or by agent or attorney; and

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 604. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, except the Trustee's certificates of authentication shall be taken as the statements of the Company and the Trustee or any Authenticating Agent assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 605. May Hold Securities.

The Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

SECTION 606. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company. So long as no Event of Default shall have occurred and be continuing, all interest allowed on any such moneys shall be paid from time to time upon the written order of the Company, signed by its President, any Vice President, its Treasurer or an Assistant Treasurer.

SECTION 607. Compensation and Reimbursement.

The Company agrees:

(1) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and its counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or

expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The obligations of the Company under this Section 607 to compensate the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive satisfaction and discharge of this Indenture. Such additional indebtedness shall be a senior claim on, and secured by a lien prior to that of the Securities upon, all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular Securities and the Securities are hereby subordinated to each senior claim.

SECTION 608. Disqualification; Conflicting Interests.

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture.

SECTION 609. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$50,000,000. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of a supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 610. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

(b) The Trustee may resign at any time with respect to the Securities of one or more series by giving written notice thereof to the Company. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(c) The Trustee may be removed at any time with respect to the Securities of any series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 608 after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(3) the Trustee shall become incapable of acting or an order for relief or similar decree shall be entered in respect of the Trustee under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or a receiver, custodian, liquidator, assignee, trustee, sequestrator or other similar official of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by a Board Resolution may remove the Trustee with respect to all Securities, or (ii) subject to Section 514, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Securities and the appointment of a successor Trustee or Trustees.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Securities of one or more series, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and shall comply with the applicable requirements of Section 611. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 611, become the successor Trustee with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 611, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series by mailing written notice of such event by first-class mail, postage prepaid, to all Holders of Securities of such series as their names and addresses appear in the Security Register. Each notice shall include the name of the successor

Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

SECTION 611. Acceptance of Appointment by Successor.

(a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible

under this Article.

Upon acceptance of appointment by a successor trustee as provided in this Section 611, the Company shall mail notice of the succession of such trustee hereunder to the Holders of Securities at their addresses as they shall appear on the Security Register. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

SECTION 612. Merger, Conversion, Consolidation or Succession to Business

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

SECTION 613. Preferential Collection of Claims Against Company.

If and when the Trustee shall be or become a creditor of the Company (or any other obligor upon the Securities), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Company (or any such other obligor) to the extent applicable.

SECTION 614. Appointment of Authenticating Agent.

At any time when any of the Securities remain Outstanding the Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon original issue, exchange, registration of transfer, partial conversion, or partial redemption thereof or pursuant to Section 306, and original issue Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and shall at all times be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$50,000,000 and subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed

to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or substantially all the corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall mail written notice of such appointment by first-class mail, postage prepaid, to all Holders of Securities of the series with respect to which such Authenticating Agent will serve, as their names and addresses appear in the Security Register. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 607.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication in the following form:

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

CHEMICAL BANK,
as Trustee

By: [_____]]
As Authenticating Agent

By: _____
Authorized Officer

SECTION 615. Maintenance of Agency by Trustee.

The Trustee will maintain in The City of New York (a) an office or a Paying Agent acceptable to the Company where Securities may be presented or surrendered for payment of principal and premium and

interest, if any, with respect thereto and (b) an office or Authenticating Agent where Securities may be surrendered for registration of transfer or exchange.

ARTICLE VII

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 701. Names and Addresses of Holders.

The Company agrees that it will furnish or cause to be furnished to the Trustee:

(a) semi-annually, not later than 15 days after each Regular Record Date for the Securities of any series (and on dates as specified as contemplated by Section 301 for any series of Original Issue Discount Securities which by their terms bear interest only after maturity), a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of the Securities of such series as of each such Regular Record Date (and as of dates as specified as contemplated by Section 301 of this Indenture), and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished;

excluding from any such list names and addresses received by the Trustee in its capacity as Security Registrar; provided, that if the Trustee and the Security Registrar are the same person or entity, this Section 701 shall be inapplicable.

SECTION 702. Preservation of Information; Communications to Holders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 701 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished.

(b) The rights of the Holders to communicate with other Holders with respect to their rights under this Indenture or under the Securities, and the corresponding rights and privileges of the Trustee, shall be as provided by the Trust Indenture Act.

(c) Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to the Trust Indenture Act and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under the Trust Indenture Act.

SECTION 703. Reports by Trustee.

(a) On or about July 15 of each year commencing after the issuance of any Securities under this Indenture, the Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto.

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any

Securities are listed, with the Commission and with the Company. The Company will notify the Trustee when any Securities are listed on any stock exchange.

SECTION 704. Reports by Company.

The Company shall file with the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to such Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 shall be filed with the Trustee within 15 days after the same is so required to be filed with the Commission.

ARTICLE VIII

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

SECTION 801. Company May Consolidate, etc., on Certain Terms.

Subject to the provisions of Section 802, nothing contained in this Indenture or in any of the Securities shall prevent any consolidation or merger of the Company with or into any other corporation or corporations (whether or not affiliated with the Company), or successive consolidations or mergers in which the Company or its successor or successors shall be a party or parties, or shall prevent any sale, conveyance or lease of all or substantially all of the property of the Company to any other corporation (whether or not affiliated with the Company) authorized to acquire and operate the same; provided, however, and the Company hereby covenants and agrees, that any such consolidation, merger, sale, conveyance or lease shall be upon the condition that (a) immediately after such consolidation, merger, sale, conveyance or lease the corporation (whether the Company or such other corporation) formed by or surviving any such consolidation or merger, or to which such sale, conveyance or lease shall have been made, shall not be in default in the performance or observance of any of the terms, covenants and conditions of this Indenture to be kept or performed by the Company; (b) the corporation (if other than the Company) formed by or surviving any such consolidation or merger, or to which such sale, conveyance or lease shall have been made, shall be a corporation organized under the laws of the United States of America or any state thereof, and (c) the due and punctual payment of the principal of and premium, if any, and interest on all of the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or observed by the Company, shall be expressly assumed, by supplemental indenture satisfactory in form to the Trustee executed and delivered to the Trustee, by the corporation (if other than the Company) formed by such consolidation, or into which the Company shall have been merged, or by the corporation which shall have acquired or leased such property.

SECTION 802. Successor Corporation to Be Substituted.

In case of any such consolidation, merger, sale, conveyance or lease and upon the assumption by the successor corporation, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and premium, if any, and interest on all of the Securities and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or observed by the Company, such successor

corporation shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the Company herein and thereafter the predecessor corporation shall be relieved of any further obligation under this Indenture and the Securities. Such successor corporation thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor corporation instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, conveyance or lease such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

SECTION 803. Opinion of Counsel to be Given Trustee.

The Trustee, subject to Sections 601 and 603, may receive an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, conveyance or lease and any such assumption complies with the provisions of this Article Eight.

ARTICLE IX

SUPPLEMENTAL INDENTURES

SECTION 901. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders the Company, when authorized by Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

- (1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company herein and in the Securities; or
- (2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company; or
- (3) to add any additional Events of Default in respect of the Securities of any specific series or all series; or
- (4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in bearer form when and as such may be lawful, registrable or not registrable as to principal, and with or without interest coupons, or if permitted by law, to

provide for the exchangeability of such Securities of the same series in fully registered form, or to permit or facilitate the issuance of Securities in uncertificated form; or

(5) to change or eliminate any of the provisions of this Indenture, provided that any such change or elimination shall become effective only 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; or

(6) to secure the Securities; or

(7) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or

(8) to make provision with respect to the conversion rights, if any, of Holders of Securities of any series which are convertible in accordance with Article XIII pursuant to the requirements of Section 1311; or

(9) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611(b); or

(10) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture, provided such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect.

SECTION 902. Supplemental Indentures with Consent of Holders.

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 Resolution, 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 the consent of the Holder of each Outstanding Security affected thereby,

(1) change the Stated Maturity of the principal of, or any instalment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502, or change any Place of Payment where, or the coin or currency in which, any Security or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption

Date), or, if the Securities of any series are convertible in accordance with Article XIII, adversely affect the right to convert such Securities as provided therein (except as permitted by Section 901(8)), or

(2) modify the provisions of this Indenture with respect to the subordination of the Securities in a manner adverse to the Holders, or

(3) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or

(4) modify any of the provisions of this Section, Section 513 or Section 1005, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holders of each Outstanding Security affected thereby, provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section and Section 1005, or the deletion of this proviso, in accordance with the requirements of Sections 611(b) and 901(8).

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 905. Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act as then in effect.

SECTION 906. Reference in Securities to Supplemental Indentures.

Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

ARTICLE X

COVENANTS

SECTION 1001. Payment of Principal, Premium and Interest.

The Company covenants and agrees for the benefit of each series of Securities that it will duly and punctually pay the principal of (and premium, if any) and interest on the Securities of that series in accordance with the terms of the Securities of that series and this Indenture. Each instalment of interest on the Securities may at the Company's option be paid by mailing checks for such interest payable to or upon the written order of the person entitled thereto pursuant to Section 307 hereof to the address of such person as it appears on the Security Register.

SECTION 1002. Maintenance of Office or Agency.

The Company will maintain in each Place of Payment for any series of Securities and, if the Trustee fails to maintain the agencies required pursuant to Section 615, the Company will also maintain an office or agency in The City of New York, where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange, and, if applicable, where Securities of each series that is convertible pursuant to Article XIII may be surrendered for conversion and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee at [_____] and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that, if the Trustee shall fail to maintain the agencies required pursuant to Section 615, no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in The City of New York for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates as a Place of Payment for each series of Securities the Borough of

Manhattan, The City of New York, and appoints the Trustee at its Corporate Trust Office in such city as Paying Agent. The Company may designate other Places of Payment and other Paying Agents in the form of Security for any series.

SECTION 1003. Money for Securities Payments to Be Held in Trust.

If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of (and premium, if any) or interest on any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal (and premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any series of Securities, it will, prior to each due date of the principal of (and premium, if any) or interest on any Securities of that series, deposit with a Paying Agent a sum sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of (and premium, if any) or interest on Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities of that series) in the making of any payment of principal (and premium, if any) or interest on the Securities of that series; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company in trust for the payment of the principal of (and premium, if any) or interest on any Security of any series and remaining unclaimed for two years after such principal (and premium, if any) or interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company for payment

thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in any Place of Payment with respect to such series of Securities, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 1004. Statement as to Compliance.

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate, as to each signer thereof, that

(1) view of the activities of the Company during such year and of its performance under this Indenture has been made under the signer's supervision, and

(2) to the best of his knowledge, based on such review, (a) the Company has fulfilled all its obligations under this Indenture throughout such year, or, if there has been a default in the fulfillment of any such obligations, specifying each such default known to him and the nature and status thereof, and (b) no event has occurred and is continuing which is, or after notice or lapse of time or both would become, an Event of Default, or, if such an event has occurred and is continuing, specifying each such event known to him and the nature and status thereof.

SECTION 1005. Waiver of Certain Covenants.

The Company may omit in any particular instance to comply with any term, provision or condition of any covenant provided with respect to the Securities of any series as specified as contemplated by Section 301 (unless otherwise provided by the terms of such series), if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of such series shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

ARTICLE XI

REDEMPTION OF SECURITIES

SECTION 1101. Applicability of Article.

Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

SECTION 1102. Election to Redeem; Notice to Trustee.

The election of the Company to redeem any Securities shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company of less than all the Securities of any series, the Company shall, at least 60 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 Securities of such series to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction.

SECTION 1103. Selection by Trustee of Securities to Be Redeemed.

If less than all the Securities of any series are to be redeemed, the particular Securities to be redeemed shall be selected, not more than 60 days prior to the Redemption Date, by the Trustee from the Outstanding Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities of that series or any integral multiple thereof) of the principal amount of Securities of such series of a denomination larger than the minimum authorized denomination for Securities of that series.

If any Security of any series selected for partial redemption which is convertible in accordance with Article XIII is converted in part before termination of the conversion right with respect to the portion of the Security of that series so selected, the converted portion of such Security shall be deemed (so far as may be) to be the portion selected for redemption. Securities of any series which is convertible in accordance with Article XIII which have been converted during a selection of Securities of a series to be redeemed shall be treated by the Trustee as Outstanding for the purpose of such selection.

The Trustee shall promptly notify the Company in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

SECTION 1104. Notice of Redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed, at his address appearing in the Security Register, but failure to give such notice by mailing in the manner herein provided to the Holder of any Securities designated for redemption as a whole or in part, or defect in the notice to any such Holder, shall not affect the validity of the proceedings for the redemption of any other such Securities or portion thereof.

All notices of redemption shall state:

- (1) the Redemption Date,
- (2) the Redemption Price,

(3) if less than all the Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Securities to be redeemed,

(4) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed, and, if applicable, that interest thereon will cease to accrue on and after said date,

(5) if applicable, the conversion price, the date on which the right to convert the principal of the Securities to be redeemed will terminate and the place or places where such Securities may be surrendered for conversion,

(6) the place or places where such Securities are to be surrendered for payment of the Redemption Price, and

(7) that the redemption is for a sinking fund, if such is the case.

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

SECTION 1105. Deposit of Redemption Price.

Prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities which are to be redeemed on that date.

If any Security called for redemption is converted, any money deposited with the Trustee or with any Paying Agent or so segregated and held in trust for the redemption of such Security shall (subject to any right of the Holder of such Security or any Predecessor Security to receive interest as provided in the last paragraph of Section 307) be paid to the Company upon Company Request or, if then held by the Company, shall be discharged from such trust.

SECTION 1106. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; provided, however, that, unless otherwise specified as contemplated by Section 301, instalments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 305.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Security.

SECTION 1107. Securities Redeemed in Part.

Any Security which is to be redeemed only in part (pursuant to the provisions of this Article or Article Twelve) shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so

requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities of the same series, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

ARTICLE XII

SINKING FUNDS

SECTION 1201. Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 301 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of Securities of any series is herein referred to as an "optional sinking fund payment." If provided for by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

SECTION 1202. Satisfaction of Sinking Fund Payments with Securities.

The Company (1) may deliver to the Trustee Outstanding Securities of a series (other than any previously called for redemption) theretofore acquired by the Company and (2) receive credit for Securities of a series which have been previously delivered to the Trustee by the Company and Securities of such series which have been converted pursuant to Article XIII or which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Securities of such series required to be made pursuant to the terms of such Securities as provided for by the terms of such series; provided that such Securities have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee at the Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

SECTION 1203. Redemption of Securities for Sinking Fund.

Not less than 60 days prior to each sinking fund payment date for any series of Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 1202 (which Securities will, if not previously delivered, accompany such Officers' Certificate), and stating whether the Company intends to exercise its

right, if any, to make a permitted optional sinking fund payment with respect to such series. Not less than 45 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

ARTICLE XIII

CONVERSION OF SECURITIES

SECTION 1301. Applicability; Conversion Privilege and Conversion Price.

Securities of any series which are convertible into Common Stock of the Company shall be convertible in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

Subject to and upon compliance with the provisions of this Article, at the option of the Holder thereof, any Security of any series or any portion of the principal amount thereof which is \$1,000 or an integral multiple of \$1,000 may be converted at the principal amount thereof, or of such portion thereof, into fully paid and nonassessable shares (calculated as to each conversion to the nearest one-hundredth of a share) of Common Stock of the Company, at the Conversion Price, determined as hereinafter provided, in effect at the time of conversion. Such conversion right shall expire at the close of business on the date specified for Securities of such series. In case a Security or portion thereof is called for redemption, such conversion right in respect of the Security or portions so called shall expire at the close of business on the Redemption Date, unless the Company defaults in making the payment due upon redemption.

The price at which shares of Common Stock shall be delivered upon conversion (herein called the "Conversion Price") shall be the price specified in relation to Securities of such series pursuant to Section 301. The Conversion Price shall be adjusted in certain instances as provided in paragraphs (1), (2), (3), (4) and (7) of Section 1304.

SECTION 1302. Exercise of Conversion Privilege.

In order to exercise the conversion privilege, the Holder of any Security to be converted shall surrender such Security, together with the conversion notice duly executed, at any office or agency of the Company maintained for that purpose pursuant to Section 1002, accompanied by written notice to the Company at such office or agency that the Holder elects to convert such Security or, if less than the entire principal amount thereof is to be converted, the portion thereof to be converted. Securities or portions thereof surrendered for conversion during the period from the close of business on any Regular Record Date next preceding any Interest Payment Date to the opening of business on such Interest Payment Date shall (unless such Securities or portions thereof have been called for redemption on a Redemption Date within such period) be accompanied by payment to the Company or its order, in New York Clearing House funds or other funds acceptable to the Company, of an amount equal to the interest payable on such Interest Payment Date on the principal amount of Securities or portions thereof being surrendered for conversion. No payment or adjustment shall be made upon any conversion on

account of any interest accrued on the Securities surrendered for conversion or, except as provided in Section 1304, on account of any dividends on the Common Stock issued upon conversion.

Securities shall be deemed to have been converted immediately prior to the close of business on the day of surrender of such Securities for conversion in accordance with the foregoing provisions, and at such time the rights of the Holders of such Securities as Holders shall cease, and the Person or Persons entitled to receive the Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such Common Stock at such time. As promptly as practicable on or after the conversion date, the Company shall issue and shall deliver at such office or agency a certificate or certificates for the number of full shares of Common Stock issuable upon conversion, together with payment in lieu of any fraction of a share, as provided in Section 1303.

In the case of any Security which is converted in part only, upon such conversion the Company shall execute and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Company, a new Security or Securities of authorized denominations in aggregate principal amount equal to the unconverted portion of the principal amount of such Security.

SECTION 1303. Fractions of Shares.

No fractional shares of Common Stock shall be issued upon conversion of Securities. If more than one Security shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Securities (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock which would otherwise be issuable upon conversion of any Security or Securities (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fractions in an amount equal to the same fraction of the market price (determined as provided in the last sentence of paragraph (6) of Section 1304) at the close of business on the day of conversion.

SECTION 1304. Adjustment of Conversion Price.

(1) In case the Company shall pay or make a dividend or other distribution on any class of capital stock of the Company in Common Stock, the Conversion Price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying such Conversion Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (1), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. The Company will not pay any dividend or make any distribution on shares

of Common Stock held in the treasury of the Company.

(2) In case the Company shall issue rights or warrants to all holders of its Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the current market price per share (determined as provided in paragraph (6) of this Section) of the Common Stock on the date fixed for the determination of stockholders entitled to receive such rights or warrants, the Conversion Price in effect at the opening of business on the day following the date fixed for such determination shall be reduced by multiplying such Conversion Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock which the aggregate of the offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such market price and the denominator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock so offered for subscription or purchase, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (2), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of such certificates issued in lieu of fractions of shares of Common Stock. The Company will not issue any rights or warrants in respect of shares of Common Stock held in the treasury of the Company.

(3) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and, conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination become effective.

(4) In case the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock evidences of its indebtedness or assets (including securities, but excluding any rights or warrants referred to in paragraph (2) of this Section, any dividend or distribution paid in cash out of the retained earnings of the Company and any dividend or distribution referred to in paragraph (1) of this Section), the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on the date fixed for the determination of stockholders

entitled to receive such distribution by a fraction of which the numerator shall be the current market price per share (determined as provided in paragraph (6) of this Section) of the Common Stock on the date fixed for such determination, reduced by the then fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution filed with the Trustee) of the portion of the assets or evidences of indebtedness so distributed applicable to one share of Common Stock and the denominator shall be such market price per share of the Common Stock, such adjustment to become effective immediately prior to the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such distribution.

(5) The reclassification of Common Stock into securities including other than Common Stock (other than any reclassification upon a consolidation or merger to which Section 1311 applies) shall be deemed to involve (a) a distribution of such securities other than Common Stock to all holders of Common Stock (and the effective date of such reclassification shall be deemed to be "the date fixed for the determination of stockholders entitled to receive such distribution" and "the date fixed for such determination") within the meaning of paragraph (4) of this Section, and (b) a subdivision or combination, as the case may be, of the number of shares of Common Stock outstanding immediately prior to such reclassification into the number of shares of Common Stock outstanding immediately thereafter (and the effective date of such reclassification shall be deemed to be "the day upon which such subdivision becomes effective" or "the day upon which such combination becomes effective," as the case may be, and "the day upon which such subdivision or combination becomes effective" within the meaning of paragraph (3) of this Section).

(6) For the purpose of any computation under paragraph (2) and (4) of this Section, the current market price per share on any date shall be deemed to be the average of the daily closing prices for the ten consecutive Business Days selected by the Company commencing not less than 30 nor more than 45 Business Days before the day in question. The closing price for each day shall be the last reported sales price regular way on the composite tape or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case on the New York Stock Exchange or, if the Common Stock is not listed or admitted to trading on such Exchange, on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the average of the closing bid and asked prices as furnished by any New York Exchange member firm selected from time to time by the Company for that purpose.

(7) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1%; provided, however, that any adjustments which by reason of this

clause (7) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article XIII shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. The Company may make such reductions in the Conversion Price, in addition to those required by paragraphs (1), (2), (3) and (4) of this Section, as it considers to be advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients.

(8) The Trustee has no duty to determine when or how an adjustment under this Article should be made or the amount of any such adjustment. The Trustee has no duty to determine whether a supplemental indenture under Section 1311 need be entered into or whether any provisions of any supplemental indenture are correct. The Trustee shall not be accountable for and makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities. The Trustee shall not be responsible for the Company's failure to comply with this Article.

SECTION 1305. Notice of Adjustments of Conversion Price.

Whenever the Conversion Price is adjusted as herein provided:

(a) the Company shall compute the adjusted Conversion Price in accordance with Section 1304 and shall prepare a certificate signed by the Treasurer or an Assistant Treasurer of the Company setting forth the adjusted Conversion Price and showing in reasonable detail the facts upon which such adjustment is based, such certificate shall forthwith be filed with the Trustee and at each office or agency maintained for the purpose of conversion of Securities pursuant to Section 1002, and such certificate shall be conclusive evidence of the correctness of such adjustment; and

(b) a notice stating that the Conversion Price has been adjusted and setting forth the adjusted Conversion Price shall forthwith be required, and as soon as practicable after it is required, such notice shall be prepared by the Company, filed with the Trustee and mailed by the Company to all Holders at their last addresses as they shall appear in the Security Register.

SECTION 1306. Notice of Certain Corporate Action.

In case:

(a) the Company shall declare a dividend (or any other distribution) on Common Stock payable otherwise than in cash out of its retained earnings; or

(b) the Company shall authorize the granting to the holders of Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any other rights; or

(c) of any reclassification of the Common Stock of the Company (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale or transfer of all or

substantially all of the assets of the Company;
or

(d) of the voluntary or involuntary
dissolution, liquidation or winding up of the
Company;

then the Company shall cause to be filed with the Trustee and at each office or agency maintained for the purpose of conversion of Securities pursuant to Section 1002, and shall cause to be mailed to all Holders at their last addresses as they shall appear in the Security Register, at least 15 days (or ten days in any case specified in clause (a) or (b) above) prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. The failure to give notice required by this Section or any defect therein shall not affect the legality or validity of any dividend, distribution, rights, warrants, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up, or the vote on any such action.

SECTION 1307. Company to Reserve Common Stock.

The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of Securities, the full number of shares of Common Stock then issuable upon the conversion of all outstanding Securities.

SECTION 1308. Taxes on Conversion.

The Company will pay any and all transfer taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of Securities pursuant thereto. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that of the Holder of the Security or Securities to be converted, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

SECTION 1309. Covenant as to Common Stock.

The Company covenants that all shares of Common Stock which may be issued upon conversion of Securities will upon issue be fully paid and nonassessable and, except as provided in Section 1308, the Company will pay all taxes, liens and charges with respect to the issue thereof.

SECTION 1310. Cancellation of Converted Securities.

All Securities delivered for conversion shall be delivered to the Trustee for cancellation and the Trustee shall dispose of the same as provided in Section 309.

SECTION 1311. Provisions in Case of Consolidation,

Merger or Sale of Assets.

In case of any consolidation of the Company with, or merger of the Company into, any other corporation or corporations, any merger of another corporation into the Company (other than a merger which does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Common Stock of the Company) or any sale or transfer of all or substantially all of the assets of the Company, the corporation or corporations formed by such consolidation or resulting from such merger or which acquires such assets, as the case may be, shall execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right thereafter, during the period such Security shall be convertible as specified in Section 1301, to convert such Security only into the kind and amount of securities, cash and other property receivable upon such consolidation, merger, sale or transfer by a holder of the number of shares of Common Stock of the Company into which such Security might have been converted immediately prior to such consolidation, merger, sale or transfer, assuming such holder of Common Stock of the Company (i) is not a corporation with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be ("constituent corporation"), or an Affiliate of a constituent corporation and (ii) failed to exercise its rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such consolidation, merger, sale or transfer (provided that if the kind or amount of securities, cash and other property receivable upon such consolidation, merger, sale or transfer is not the same for each share of Common Stock of the Company held immediately prior to such consolidation, merger, sale or transfer by others than a constituent corporation or an Affiliate thereof and in respect of which such rights of election shall not have been exercised ("non-electing share"), then for the purpose of this Section the kind and amount of securities, cash and other property receivable upon such consolidation, merger, sale or transfer by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). Such supplemental indenture shall provide for adjustments which, for events subsequent to the effective date of such supplemental indenture, shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article. The above provisions of this Section shall similarly apply to successive consolidations, mergers, sales or transfers.

ARTICLE XIV

SUBORDINATION OF SECURITIES

SECTION 1401. Securities Subordinate to Senior Indebtedness.

The Company, for itself, its successors and assigns, covenants and agrees, and each Holder of the Securities of each series, by their acceptance thereof, likewise covenants and agrees, that the payment of the principal of and premium and interest, if any, on each and all of the Securities is hereby expressly subordinated, to the extent and in the manner set forth in this Article, in right of payment to the prior payment in full of all Senior Indebtedness.

Each Holder of the Securities of each series by his acceptance thereof authorizes and directs the Trustee on its behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Article, and

appoints the Trustee its attorney-in-fact for any and all such purposes.

SECTION 1402. Payment Over of Proceeds of Securities on Dissolution, etc.

Upon any distribution of assets or securities of the Company in connection with any dissolution, winding up, liquidation or reorganization of the Company (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of the Company or otherwise), the holders of all Senior Indebtedness shall first be entitled to receive payment in full in accordance with the terms of such Senior Indebtedness of the principal therefor and premium, if any, and the interest due thereon before the Holders of the Securities of any series are entitled to receive any payment or distribution upon the principal, premium and interest, if any, on the Securities or sinking fund payment; and, upon any such dissolution, winding up, liquidation or reorganization, any payment or distribution of any kind or character, whether in cash, property or securities of the Company (other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated to the payment of all Senior Indebtedness, at least to the extent provided in this Article, which may at the time be outstanding and which are provided for by a plan of reorganization or readjustment which does not alter the rights of the holders of Senior Indebtedness at the time outstanding and under which such other corporation, if any, assumes all Senior Indebtedness at the time outstanding), to which the Holders of the Securities or the Trustee would be entitled except for the provisions of this Article, including any such payment or distribution which may be payable or deliverable by reason of the payment of any other indebtedness of the Company being subordinated to the payment of the Securities, shall be made by the liquidating trustee or agent or other person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or otherwise, directly to the holders of Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing any of such Senior Indebtedness may have been issued, ratably according to the aggregate amounts remaining unpaid on account of the principal of (and premium, if any) and interest on the Senior Indebtedness held or represented by each, to the extent necessary to pay in full all Senior Indebtedness remaining unpaid, after giving effect to any concurrent payment or distribution or provision therefor to the holders of Senior Indebtedness.

In the event that, notwithstanding the foregoing, upon any such dissolution, winding up, liquidation or reorganization, any payment or distribution of any kind or character, whether in cash, property or securities of the Company (other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated to the payment of all Senior Indebtedness, at least to the extent provided by this Article, which may at the time be outstanding and which are provided for by a plan of reorganization or readjustment which does not alter the rights of the holders of Senior Indebtedness at the time outstanding and under which such other corporation, if any, assumes all Senior Indebtedness at the time outstanding), including any such payment or distribution which may be payable or deliverable by reason of the payment of any indebtedness of the Company, if any, subordinated to the payment of the Securities, shall be received by the Trustee or the

Holder of the Securities before all Senior Indebtedness is paid in full, such payment or distribution shall be paid over to the holders of such Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing any of such Senior Indebtedness may have been issued, ratably as aforesaid, for application to the payment of all Senior Indebtedness remaining unpaid until all such Senior Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution or provision therefor to the holders of Senior Indebtedness.

Subject to the payment in full of all Senior Indebtedness, the Holders of the Securities shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of cash, property or securities of the Company applicable to the holders of the Senior Indebtedness until all amounts owing on the Securities shall be paid in full, and none of the payments or distributions to the holders of the Senior Indebtedness to which the Holders of the Securities or the Trustee would be entitled except for the provisions of this Article or of payments over, pursuant to the provisions of this Article, to the holders of the Senior Indebtedness by the Holders of the Securities or the Trustee shall, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of the Securities, be deemed to be a payment by the Company to or on account of Senior Indebtedness, it being understood that the provisions of this Article are and are intended solely for the purpose of defining the relative rights of the Holders of the Securities, on the one hand, and the holders of the Senior Indebtedness, on the other hand, and nothing contained in this Article or elsewhere in this Indenture or in the Securities of any series is intended to or shall impair, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of the Securities, the obligation of the Company, which is unconditional and absolute, to pay to the Holders of the Securities the principal of and premium and interest, if any (including interest accruing subsequent to the commencement of any proceeding for the bankruptcy or reorganization of the Company under any applicable bankruptcy, insolvency or similar law now or hereafter in effect), on the Securities as and when the same shall become due and payable in accordance with their terms, or to affect the relative rights of the Holders of the Securities and creditors of the Company other than the holders of the Senior Indebtedness, nor shall anything herein or therein prevent the Trustee or the Holder of any Security of any series from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article, of the holders of Senior Indebtedness in respect of cash, property or securities of the Company received upon the exercise of any such remedy.

The Company shall give prompt written notice to the Trustee of any dissolution, winding up, liquidation or reorganization of the Company within the meaning of this Article. The Trustee, subject to the provisions of Section 601, shall be entitled to assume that no such event has occurred and shall not be charged with knowledge of the existence of any facts which would prohibit the making of any payment of moneys to or by the Trustee or the taking of any other action by the Trustee, unless the Company or any one or more holders of Senior Indebtedness of the Company or any trustee therefor (who shall have been certified or otherwise established to the satisfaction of the Trustee to be such a holder or trustee) has given written notice thereof to an officer in the Corporate Trust Department of the Trustee at its Corporate Trust Office.

Upon any distribution of assets or securities of the Company referred to in this Article, the Trustee and the Holders of the Securities shall be entitled to rely upon any order or decree of a court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon, and all other facts pertinent thereto or to this Article, and the Trustee, subject to the provisions of Article V hereof, and the Holders of the Securities shall be entitled to rely upon a certificate of the liquidating trustee or agent or other person making any distribution to the Trustee or to the Holders of the Securities for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article. In the event that the Trustee determines, in good faith, that further evidence is required, with respect to the right of any person as a holder of Senior Indebtedness, to participate in any payment or distribution pursuant to this Section 1402, the Trustee may request such person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness held by such person, as to the extent to which such person is entitled to participation in such payment or distribution, and as to other facts pertinent to the rights of such person under this Section 1402, and if such evidence is not furnished, the Trustee may defer any payment to such person pending judicial determination as to the right of such person to receive such payment.

SECTION 1403. Priority of Senior Indebtedness upon Maturity.

Upon the maturity of the principal of any Senior Indebtedness by lapse of time, acceleration or otherwise, all matured principal of Senior Indebtedness and interest and premium thereon shall first be paid in full before any payment of principal or premium or interest, if any, is made upon the Securities or before any Securities can be acquired by the Company or any sinking fund payment is made with respect to the Securities (except required sinking fund payments may be reduced by Securities acquired before such maturity of such Senior Indebtedness).

SECTION 1404. Obligation of Company to Pay Holders of Securities Not Affected.

Nothing contained in this Article or elsewhere in this Indenture, or in any of the Securities of any series, shall affect the obligation of the Company to make, or prevent the Company from making, payment of principal of (including any sinking fund payment) or premium or interest, if any, on the Securities, except under the conditions described in Section 1402 hereof or during the pendency of any dissolution, winding up, liquidation or reorganization proceedings referred to in Section 1402 or as provided in Section 1403 hereof.

SECTION 1405. Trustee as Holder of Senior Indebtedness.

The Trustee shall be entitled to all rights set forth in this Article with respect to any Senior Indebtedness at any time held by it, to the same extent as any holder of Senior Indebtedness. Nothing in this Article shall apply to claims of, or payments to, the Trustee under or pursuant to Article VI

hereof.

SECTION 1406. Notice to Trustee to Effectuate Subordination.

Notwithstanding the provisions of this Article or any other provision of the Indenture, the Trustee shall not be charged with knowledge of the existence of any facts which would prohibit the making of any payment of moneys to or by the Trustee unless and until an officer of the Trustee in its Corporate Trust Department shall have received written notice thereof at its Corporate Trust Office from the Company or from a holder of any Senior Indebtedness or from any representative or representatives of such holder and, prior to the receipt of any such written notice, the Trustee shall be entitled, subject to Section 601, in all respects to assume that no such facts exist; provided, that, if prior to the fifth Business Day preceding the date upon which by the terms hereof any such moneys may become payable for any purpose, or in the event of the execution of an instrument pursuant to Section 401 acknowledging satisfaction and discharge of this Indenture, then if prior to the second Business Day preceding the date of such execution, the Trustee shall not have received with respect to such moneys the notice provided for in this Section, then, anything herein contained to the contrary notwithstanding, the Trustee may, in its discretion, receive such moneys and/or apply the same to the purpose for which they were received, and shall not be affected by any notice to the contrary, which may be received by it on or after such date; provided, however, no such application shall affect the obligations under this Article of the persons receiving such moneys from the Trustee.

SECTION 1407. Modification, Extension, etc. of Senior Indebtedness.

The holders of Senior Indebtedness may, without affecting in any manner the subordination of the payment of the principal of and premium and interest, if any, on the Securities, at any time or from time to time and in their absolute discretion, change the manner, place or terms of payment, change or extend the time of payment of, or renew or alter, any Senior Indebtedness, or amend or supplement any instrument pursuant to which any Senior Indebtedness is issued, or exercise or refrain from exercising any other of their rights under the Senior Indebtedness including, without limitation, the waiver of default thereunder, all without notice to or assent from the Holders of the Securities or the Trustee.

SECTION 1408. Trustee Has No Fiduciary Duty to Holders of Senior Indebtedness.

With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants and objectives as are specifically set forth in this Indenture, and no implied covenants or obligations with respect to the holders of Senior Indebtedness shall be read into this Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness, and shall not be liable to any such holders if it shall mistakenly pay over or deliver to the Holders of Securities or the Company or any other person, money or assets to which any holders of Senior Indebtedness shall be entitled by virtue of this Article or otherwise.

SECTION 1409. Paying Agents Other Than the Trustee.

In case at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting hereunder, the term "Trustee" as used in this Article shall in such case (unless the context shall otherwise require) be construed as extending to and including such Paying Agent within

its meaning as fully for all intents and purposes as if such Paying Agent were named in this Article in addition to or in place of the Trustee, provided, however, that Sections 1405, 1406 and 1408 shall not apply to the Company if it acts as Paying Agent.

SECTION 1410. Rights of Holders of Senior Indebtedness Not Impaired.

No right of any present or future holder of Senior Indebtedness to enforce the subordination herein shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any noncompliance by the Company with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof any such holder may have or be otherwise charged with.

SECTION 1411. All Indenture Provisions Subject to Subordination Provisions

Notwithstanding anything contained herein to the contrary, all the provisions of this Indenture shall be subject to the provisions of this Article, so far as the same may be applicable thereto.

* * *

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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

Harsco Corporation

By: _____
[Senior Vice President Finance]

[By: _____]
[Title]

Attest:

[Senior Vice President
and Secretary]

Chemical Bank

By: _____
Name:
Title:

Attest:

[Assistant Secretary]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_, before me personally came [_____], to me known, who, being by me duly sworn, did depose and say that he is _____ of HARSCO CORPORATION, one of the associations described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such corporate seal of the association; that it was so affixed by authority of the Board of Directors of said association, and that he signed his name thereto by like authority.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_, before me personally came [_____], to me known, who, being by me duly sworn, did depose and say that he is _____ of HARSCO CORPORATION, one of the associations described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such corporate seal of the association; that it was so affixed by authority of the Board of Directors of said association, and that he signed his name thereto by like authority.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 199_, before me personally came [_____], to me known, who, being by me duly sworn, did depose and say that he is a _____ of CHEMICAL BANK, the association described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such corporate seal of the association; that it was so affixed by authority of the Board of Directors of said association, and that he signed her name thereto by like authority.

Notary Public

[Form of Specimen Certificate
Representing Shares of Common Stock]

Number Shares
Common Stock Common Stock

Incorporated Under the Laws
of the State of Delaware

[HARSCO CORPORATION LOGO]

CUSIP _____

See Reverse for
Certain Definitions

This certifies that _____ is the owner
of _____ full-paid and non-assessable shares of the
par value of One Dollar and Twenty-Five Cents (\$1.25)
each of the Common Stock of HarSCO Corporation
transferable on the books of the Company by the holder
hereof, in person or by duly authorized attorney, upon
the surrender of this Certificate properly endorsed.

This Certificate is not valid unless
countersigned by the Transfer Agent and registered by
the Registrar.

Witness, the corporate seal of the Company and
the signatures of its duly authorized officers.

Dated: _____

[Chairman]

[corporate seal]

[Secretary]

Countersigned and Registered:

[Transfer Agent and Registrar]

By: _____
Authorized Signature

[Form of Reverse of Specimen Certificate
Representing Shares of Common Stock]

HARSCO CORPORATION

The Company will furnish without charge to each
stockholder who so requests, the designations,
preferences and relative, participating, optional or
other special rights of each class of stock or series
thereof of the Company and the qualifications,
limitations or restrictions of such preferences and/or
rights. Such request may be made to the Secretary of
the Company.

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entirety
- JT TEN - as joint tenants with right of

[Form of Specimen Certificate
Representing Shares of Preferred Stock]

Number	Shares
Preferred Stock	Preferred Stock

Incorporated Under the Laws
of the State of Delaware

[HARSCO CORPORATION LOGO]

CUSIP _____

See Reverse for
Certain Definitions

This certifies that _____ is the owner
of _____ fully-paid and non-assessable shares of
_____ [Preferred Stock], par value of One Dollar
and Twenty-Five Cents (\$1.25) of Harsco Corporation
transferable on the books of the Company by the holder
hereof, in person or by duly authorized attorney, upon
surrender of this Certificate properly endorsed.

This Certificate is not valid until countersigned
by the Transfer Agent and registered by the Registrar.

Witness, the corporate seal of the Company and
the signatures of its duly authorized officers.

Dated: _____

[Chairman]

[corporate seal]

[Secretary]

Countersigned and Registered:

[Transfer Agent and Registrar]

By: _____
Authorized Signature

[Form of Reverse of Specimen Certificate
Representing Shares of Preferred Stock]

HARSCO CORPORATION

The Company will furnish without charge to each
stockholder who so requests, the designations,
preferences and relative, participating, optional or
other special rights of each class of stock or series
thereof of the Company and the qualifications,
limitations or restrictions of such preferences and/or
rights. Such request may be made to the Secretary of
the Company.

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of
survivorship and not as tenants in
common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

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

For value received, _____ hereby sell, assign and
transfer unto

Please Insert Social Security or Other
Identifying Number of Assignee

(Please print or typewrite name and address,
including zip code, of Assignee)

_____ shares

of the preferred stock represented by the within
Certificate, and do hereby irrevocably constitute and
appoint _____ Attorney to transfer the said
stock on the books of the within named Company with
full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must
correspond with the name as written
upon the face of the certificate in
every particular, without alteration or
enlargement or any change whatever.

[FORM OF FACE OF SUBORDINATED DEBT SECURITY]

[If the Security is to be a Book-Entry Debt Security, insert-- This Security is a Book-Entry Debt Security within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depository or a nominee of a Depository. This Security is exchangeable for Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Indenture, and no transfer of this Security (other than a transfer of this Security as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository) may be registered except in such limited circumstances.]

Unless this Certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

[IF THE SECURITY IS AN ORIGINAL ISSUE DISCOUNT SECURITY, INSERT ANY LEGEND REQUIRED BY THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE REGULATIONS THEREUNDER.]

HARSCO CORPORATION

[Insert Designation of Securities and Series]

No. _____ \$ _____
CUSIP No. _____

Harsco Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ on _____ [If the Security is to bear interest prior to maturity, insert--, and to pay interest thereon from _____ or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on _____ and _____ in each year, commencing _____, at the rate of ___% per annum, until the principal hereof is paid or made available for payment [If applicable insert--, and (to the extent that the payment of such interest shall be legally enforceable) at the rate of ___% per annum on any overdue principal and premium and on any overdue installment of interest]. [The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months.] The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the _____ or _____ (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular

Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture].

[If the Security is not to bear interest prior to Maturity, insert-- The principal of this Security shall not bear interest except in the case of a default in payment of principal upon acceleration, upon redemption or at Stated Maturity and in such case the overdue principal of this Security shall bear interest at the rate of _____% per annum (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such default in payment to the date payment of such principal has been made or duly provided for. Interest on any overdue principal shall be payable on demand. Any such interest on any overdue principal that is not so paid on demand shall bear interest at the rate of ____% per annum (to the extent that payment of such interest shall be legally enforceable), which shall accrue from the date of such demand for payment to the date payment of such interest has been made or duly provided for, and such interest shall also be payable on demand.]

Payment of the principal of (and premium, if any) and [if applicable, insert--any such] interest on this Security will be made at the office or agency of the Company maintained for that purpose in _____, in [insert the currency or currencies of payment, if payable in U.S. currency, insert-- such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts] [if applicable, insert--; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register].

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

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

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

Dated:

HARSCO CORPORATION

By: _____

By: _____

[CORPORATE SEAL]

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

CHEMICAL BANK,
as Trustee

By: _____
Authorized Officer

[FORM OF REVERSE OF SUBORDINATE DEBT SECURITY]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of _____ (herein called the "Indenture"), between the Company and Chemical Bank, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, the holders of Senior Indebtedness and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof [, limited in aggregate principal amount to \$ _____].

[If the Security is to be convertible, insert-- Subject to and upon compliance with the provisions of the Indenture, the Holder of this Security is entitled, at his option, at any time [on or after the opening of business on _____, 19__ and] on or before the close of business on _____, or in case this Security or a portion hereof is called for redemption, then in respect of this Security or such portion hereof until and including, but (unless the Company defaults in making the payment due upon redemption) not after, the close of business on the Redemption Date, to convert this Security (or any portion of the principal amount hereof which is \$1,000 or an integral multiple thereof), at the principal amount hereof, or of such portion, into fully paid and non-assessable shares (calculated as to each conversion to the nearest 1/100 of a share) of Common Stock of the Company at [a conversion price equal to \$ _____ aggregate principal amount of Securities for each share of Common Stock -- the rate of _____ shares of Common Stock for each \$1,000 principal amount of Securities] (or at the current adjusted conversion [price -- rate] if an adjustment has been made as provided in the Indenture) by surrender of this Security, duly endorsed or assigned to the Company or in blank, to the Company at its office or agency in _____, accompanied by written notice to the Company that the Holder hereof elects to convert this Security, or if less than the entire principal amount hereof is to be converted, the portion hereof to be converted, and, in case such surrender shall be made during the period from the close of business on any Regular Record Date next preceding any Interest Payment Date to the opening of business on such Interest Payment Date (unless this Security or the portion thereof being converted has been called for redemption on a Redemption Date within such period), also accompanied by payment in New York Clearing House or other funds acceptable to the Company of an amount equal to the interest payable on such Interest Payment Date on the principal amount of this Security then being converted. Subject to the

aforesaid requirement for payment and, in the case of a conversion after the Regular Record Date next preceding any Interest Payment Date and on or before such Interest Payment Date, to the right of the Holder of this Security (or any Predecessor Security) of record at such Regular Record Date to receive an installment of interest (with certain exceptions provided in the Indenture), no payment or adjustment is to be made on conversion for interest accrued hereon or for dividends on the Common Stock issued on conversion. No fractions of shares or scrip representing fractions of shares will be issued on conversion, but instead of any fractional interest the Company shall pay a cash adjustment as provided in the Indenture. The conversion [price -- rate] is subject to adjustment as provided in the Indenture. In addition, the Indenture provides that in case of certain consolidations or mergers to which the Company is a party or the transfer of substantially all of the assets of the Company, the Indenture shall be amended, without the consent of any Holders of Securities, so that this Security, if then outstanding, will be convertible thereafter, during the period this Security shall be convertible as specified above, only into the kind and amount of securities, cash and other property receivable upon the consolidation, merger or transfer by a holder of the number of shares of Common Stock into which this Security might have been converted immediately prior to such consolidation, merger or transfer (assuming such holder of Common Stock failed to exercise any rights of election and received per share the kind and amount received per share by a plurality of non-electing shares) [, assuming, if such consolidation, merger or transfer is prior to _____, that this Security were convertible at the time of such consolidation, merger or transfer at the initial conversion [price -- rate] specified above as adjusted from _____ to such time pursuant to the Indenture].]

The indebtedness evidenced by this Security is to the extent provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness, and this Security is issued subject to the provisions of the Indenture with respect thereto. Each Holder of this Security, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination so provided and (c) appoints the Trustee his attorney-in-fact for any and all such purposes. Each Holder hereof, by his acceptance hereof, hereby waives all notice of the acceptance of the subordination provisions contained herein and in the Indenture by each holder of Senior Indebtedness, whether now outstanding or hereafter incurred, and waives reliance by each such holder upon said provisions.

[If applicable, insert-- The Securities of this series are not redeemable in whole or in part at any time prior to maturity.]

[If applicable, insert-- The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, [if applicable, insert-- (1) on _____ in any year commencing with the year _____ and ending with the year _____ through operation of the sinking fund for this series at a Redemption Price equal to 100% of the principal amount, and (2)] at any time [on or after _____], as a whole or in part, at the election of the Company, at the following Redemption Prices (expressed as percentages of the principal amount): If redeemed [on or before _____, ___ %, and if redeemed] during the 12-month period beginning _____ of the years indicated,

	Redemption		Redemption
Year	Price	Year	Price

and thereafter at a Redemption Price equal to ___% of the principal amount, together in the case of any such redemption [if applicable, insert-- (whether through operation of the sinking fund or otherwise)] with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert-- The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, (1) on _____ in any year commencing with the year _____ and ending with the year _____ through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below, and (2) at any time [on or after _____], as a whole or in part, at the election of the Company, at the Redemption Prices for redemption otherwise than through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below: If redeemed during the 12-month period beginning _____ of the years indicated,

Redemption Price For Redemption Through Operation of the	Redemption Price For Redemption Otherwise Than Through Operation
---	--

Year	Sinking Fund	of the Sinking Fund
------	--------------	---------------------

and thereafter at a Redemption Price equal to ___ % of the principal amount, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[Notwithstanding the foregoing, the Company may not, prior to _____, redeem any Securities of this series as contemplated by [Clause (2) of] the preceding paragraph as a part of, or in anticipation of, any refunding operation by the application, directly or indirectly, of moneys borrowed having an interest cost to the Company (calculated in accordance with generally accepted financial practice) of less than _____% per annum.]

[The sinking fund for this series provides for the redemption on _____ in each year beginning with the year _____ and ending with the year _____ of [not less than] \$_____

[("mandatory sinking fund") and not more than \$_____] aggregate principal amount of Securities of this series. [Securities of this series acquired or redeemed by the Company otherwise than through [mandatory] sinking fund payments may be credited against subsequent [mandatory] sinking fund payments otherwise required to be made [in the [inverse] order in which they become due].]

[If the Security is subject to redemption, insert-- In the event of redemption [or conversion] of this Security in part only, a new Security or Securities of this series for the unredeemed [or unconverted] portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.]

[If the Security is not an Original Issue Discount Security, insert-- If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.]

[If the Security is an Original Issue Discount Security, insert-- If an Event of Default with respect to Securities of this series shall occur and be continuing, an amount of principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. Such amount shall be equal to--insert formula for determining the amount. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and interest, if any, on the Securities of this series shall terminate.]

[The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of this Security and (b) certain restrictive covenants, in each case upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Security.]

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium and interest, if any, on this Security at the times, place and rate, and in the coin or currency, herein prescribed [if applicable, insert-- or to convert this Security as provided in the Indenture].

As provided in the Indenture and subject to

certain limitations [herein and] therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and premium and interest, if any, on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

[The Securities of this series are issuable only in registered form without coupons in denominations of \$_____ and any integral multiple thereof.] [This global Book-Entry Security is exchangeable for Securities in definitive form only under certain limited circumstances set forth in the Indenture. Securities of this series so issued are issuable only in registered form without coupons in denominations of \$_____ and any integral multiple thereof.] As provided in the Indenture and subject to certain limitations [herein and] therein set forth, Securities of this series [so issued] are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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

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

ABBREVIATIONS

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

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

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

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

PLEASE INSERT SOCIAL SECURITY OR OTHER

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

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

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

Dated: _____

Signature Guaranteed by: _____

CONVERSION NOTICE

The undersigned hereby irrevocably exercises the option to convert the within Security, or portion thereof below designated, into shares of Common Stock of Harsco Corporation in accordance with the terms of the Indenture referred to in such Security and directs that the shares issuable and deliverable upon the conversion, together with any check in payment for fractional shares and any Security representing any unconverted principal amount thereof, be issued and delivered to the undersigned unless a name of a person has been indicated below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies such Security.

Date: _____ Signature

Fill in for registration of shares: _____ Principal Amount to be converted (in an integral multiple of \$1,000, if less than all): \$ _____

Please print name _____ Social Security or other Taxpayer Identification Number

Please print address (including zip code)

[Letterhead of Mudge Rose Guthrie Alexander & Ferdon]

December 14, 1994

Harsco Corporation
350 Poplar Church Road
P.O. Box 8888
Camp Hill, Pennsylvania 17001-8888

Registration Statement on Form S-3

Ladies and Gentlemen:

We are acting as special counsel to Harsco Corporation (the "Company") in connection with (i) the proposed issue and sale by the Company of up to \$200,000,000 principal amount of (a) senior or subordinated debt securities of the Company (the "Debt Securities"), which, in the case of subordinated Debt Securities, may be convertible into the Company's Common Stock, \$1.25 par value, (b) shares of the Company's preferred stock, \$1.25 par value (the "Preferred Stock"), and (c) shares of the Company's Common Stock, \$1.25 par value (the "Common Stock", and together with the Debt Securities and the Preferred Stock, the "Securities"), and (ii) the registration under the Securities Act of 1933, as amended (the "Act") of 300,297 shares of Common Stock of the Company (the "Shares") held by certain shareholders of the Company, all as described in the Company's Registration Statement on Form S-3 filed by the Company with the Securities and Exchange Commission under the Act, on the date hereof (the "Registration Statement").

As such counsel we have:

(a) reviewed the actions heretofore taken by the Company in contemplation of the creation, issuance and sale of the Securities, the issuance and sale of the Shares and related matters; and

(b) made such examinations of law and examined originals or copies, certified or otherwise authenticated to our satisfaction of all such other corporate records, instruments, certificates of public officials or bodies, certificates of officers and representatives of the Company, and such other documents, and discussed with officers and representatives of the Company such questions of fact, as we have deemed necessary in order to render the opinions hereinafter expressed.

Based upon the foregoing, we are pleased to advise you that in our opinion:

1. The Company has been duly incorporated and is a validly existing corporation under the laws of the State of Delaware.

2. When (i) the Registration Statement has become effective under the Act, and the Indenture dated as of May 1, 1985, between the Company and The Chase Manhattan Bank (National Association), as amended by the First Supplemental Indenture to be entered into by the Company and Chemical Bank, as successor trustee (the "Senior Trustee"), with respect to the senior Debt Securities (the "Senior Indenture"), and the Indenture to be entered into by the Company and Chemical Bank, as trustee (the "Subordinated Trustee"), with respect to the

subordinated Debt Securities (the "Subordinated Indenture," and together with the Senior Indenture, the "Indentures"), have been qualified under the Trust Indenture Act of 1939, as amended, (ii) with respect to the senior Debt Securities, the First Supplemental Indenture has been duly executed and delivered by the Company and the Senior Trustee, and with respect to the subordinated Debt Securities, the Subordinated Indenture has been duly executed and delivered by the Company and the Subordinated Trustee, (iii) the Debt Securities have been duly created, issued, and authenticated in accordance with all necessary corporate authorizations and the terms of the applicable Indenture, and (iv) the Debt Securities have been delivered and paid for as contemplated by the Registration Statement and any prospectus supplement relating thereto and in accordance with the applicable Indenture, the Debt Securities will be legally issued by the Company and will be valid and binding obligations of the Company, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3. When (i) the Registration Statement has become effective under the Act, (ii) the terms of the Preferred Stock and of its issuance and sale have been duly established in conformity with the Company's Restated Certificate of Incorporation, as amended, so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company, (iii) a Certificate of Designation fixing and determining the terms of the Preferred Stock in the form to be filed as an exhibit to the Registration Statement is filed with the Secretary of State of the State of Delaware, and (iv) the Preferred Stock has been duly issued and sold as contemplated by the Registration Statement and any prospectus supplement thereto, against payment of the consideration fixed therefor by the Board of Directors of the Company or a duly authorized committee thereof, the Preferred Stock will be validly issued, fully paid, and nonassessable.

4. When (i) the Registration Statement has become effective under the Act, (ii) the terms of the issuance and sale of the Common Stock have been duly established in conformity with the Company's Restated Certificate of Incorporation, as amended, so as not to violate any applicable law or result in a default under any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court of governmental body having jurisdiction over the Company, and (iii) the Common Stock has been duly issued and sold as contemplated by the Registration Statement and any prospectus supplement relating thereto, against payment of the consideration fixed therefor by the Board of Directors or a duly authorized committee thereof, the Common Stock (including any shares of Common Stock duly issued upon the conversion of Preferred Stock or subordinated Debt Securities) will be validly issued, fully paid, and nonassessable.

5. The Shares have been duly authorized and are validly issued, fully paid and non-assessable.

In connection with the opinion set forth in paragraph 5 above we have assumed that the Shares when originally issued were issued for value. We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement and to the reference to this firm under the heading "Legal Opinion" in the Prospectus forming a part of said Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Mudge Rose Guthrie
Alexander & Ferdon

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated February 1, 1994, except as to the first and third paragraphs of Note 10, for which the dates of February 25, 1994 and March 4, 1994, respectively, on our audits of the consolidated financial statements and consolidated financial statement schedules of Harsco Corporation and subsidiary companies as of December 31, 1993 and 1992 and for each of the three years in the period ended December 31, 1993. Our reports, which include explanatory paragraphs regarding (i) the Company's involvement in various disputes regarding Federal Excise Tax and other contract matters primarily relating to the five-ton truck contract and the ultimate outcome of the Company's claims against the Government relating to certain other contracts and (ii) changes in the Company's method of accounting for income taxes and postretirement benefits other than pensions, appear on page 56 of the Company's Annual Report to Shareholders and under Item 14(a) 2 on page 28 of the Company's Report on Form 10-K.

We also consent to the reference to our Firm under the caption "Experts".

COOPERS & LYBRAND L.L.P.

Philadelphia, Pennsylvania
December 14, 1994

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

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

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

CHEMICAL BANK

(Exact name of trustee as specified in its charter)

New York 13-4994650
(State of incorporation (I.R.S. employer
if not a national bank) identification No.)

270 Park Avenue 10017
New York, New York (Address of principal executive offices) (Zip Code)

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

HARSCO CORPORATION

(Exact name of obligor as specified in its charter)

Delaware 23-1483991
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification No.)

P.O. Box 8888
Camp Hill, Pennsylvania 17001-8888
(Address of principal executive offices) (Zip Code)

Debt Securities
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject. New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551 and Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

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

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

Yes.

Item 2. Affiliations with the Obligor.

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

None.

Item 16. List of Exhibits

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

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985 and December 2, 1991 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

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

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 33-84460, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, Chemical Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 14th day of December, 1994.

CHEMICAL BANK

By /s/ J. Generale

J. Generale
Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

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

at the close of business September 30, 1994,
published in accordance with a call made by the
Federal Reserve Bank of this District pursuant
to the provisions of the Federal Reserve Act.

Dollar Amounts
in Millions

ASSETS

Cash and balances due		
from depository institutions:		
Noninterest-bearing balances		
and currency and coin	\$	5,913
Interest-bearing balances		5,078
Securities:		
Held to maturity securities		6,544
Available for sale securities		14,264
Federal Funds sold and securities		
purchased under agreements		
to resell in domestic offices		
of the bank and of its Edge		
and Agreement subsidiaries,		
and in IBF's:		
Federal funds sold		1,811
Securities purchased under		
agreements to resell		20
Loans and lease financing receivables:		
Loans and leases,		
net of unearned income	\$63,160	
Less: Allowance for		
loan and lease losses	2,015	
Less: Allocated		
transfer risk reserve	113	

Loans and leases,		
net of unearned income,		
allowance, and reserve		61,032
Assets held in trading accounts		25,972
Premises and fixed assets		
(including capitalized leases)		1,394
Other real estate owned		496
Investments in unconsolidated		
subsidiaries and associated companies		141
Customer's liability to this		
bank on acceptance outstanding		1,167
Intangible assets		555
Other assets		5,812

TOTAL ASSETS		\$130,199
	=====	

LIABILITIES

Deposits		
In domestic offices		\$45,811
Noninterest-bearing . . . \$15,174		
Interest-bearing 30,637		
In foreign offices,		

Edge and Agreement subsidiaries, and IBF's		28,701
Noninterest-bearing	\$ 154	
Interest-bearing	28,547	
<hr/>		
Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's		
Federal funds purchased		10,457
Securities sold under agreements to repurchase		1,187
Demand notes issued to the U.S. Treasury		1,538
Trading liabilities		17,298
Other Borrowed money:		
With original maturity of one year or less		6,647
With original maturity of more than one year		1,035
Mortgage indebtedness and obligations under capitalized leases		24
Bank's liability on acceptances executed and outstanding		1,175
Subordinated notes and debentures		3,500
Other liabilities		5,332
 TOTAL LIABILITIES		 122,705
<hr/>		

EQUITY CAPITAL

Common stock		620
Surplus		4,501
Undivided profits and capital reserves		2,665
Net unrealized holding gains (Losses) on available-for-sale securities		(290)
Cumulative foreign currency translation adjustments		(2)
 TOTAL EQUITY CAPITAL		 7,494
<hr/>		

TOTAL LIABILITIES, LIMITED-LIFE PREFERRED
STOCK AND EQUITY CAPITAL \$130,199
=====

I, Joseph L. Sclafani, S.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

WALTER V. SHIPLEY)
EDWARD D. MILLER) DIRECTORS
WILLIAM B. HARRISON)

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

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CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
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William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number
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(Exact name of obligor as specified in its charter)

Delaware 23-1483991
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification No.)

P.O. Box 8888 17001-8888
Camp Hill, Pennsylvania (Address of principal executive offices) (Zip Code)

Subordinated Debt Securities
(Title of the indenture securities)

GENERAL

Item 1. General Information.

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Board of Governors of the Federal Reserve System, Washington, D.C., 20551 and Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

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

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

Yes.

Item 2. Affiliations with the Obligor.

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

None.

Item 16. List of Exhibits

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

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5. Not applicable.

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7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

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CHEMICAL BANK

By /s/ J. Generale

J. Generale
Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
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Chemical Bank
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at the close of business September 30, 1994,
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 to the provisions of the Federal Reserve Act.

Dollar Amounts
 in Millions

ASSETS

Cash and balances due		
from depository institutions:		
Noninterest-bearing balances		
and currency and coin	\$	5,913
Interest-bearing balances		5,078
Securities:		
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Federal Funds sold and securities		
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to resell in domestic offices		
of the bank and of its Edge		
and Agreement subsidiaries,		
and in IBF's:		
Federal funds sold		1,811
Securities purchased under		
agreements to resell		20
Loans and lease financing receivables:		
Loans and leases,		
net of unearned income	\$63,160	
Less: Allowance for		
loan and lease losses	2,015	
Less: Allocated		
transfer risk reserve	113	

Loans and leases,		
net of unearned income,		
allowance, and reserve		61,032
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Premises and fixed assets		
(including capitalized leases)		1,394
Other real estate owned		496
Investments in unconsolidated		
subsidiaries and associated companies		141
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Intangible assets		555
Other assets		5,812

TOTAL ASSETS		\$130,199
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Trading liabilities		17,298
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Bank's liability on acceptances executed and outstanding		1,175
Subordinated notes and debentures		3,500
Other liabilities		5,332
 TOTAL LIABILITIES		 122,705

EQUITY CAPITAL

Common stock	620
Surplus	4,501
Undivided profits and capital reserves	2,665
Net unrealized holding gains (Losses) on available-for-sale securities	(290)
Cumulative foreign currency translation adjustments	(2)
 TOTAL EQUITY CAPITAL	 7,494

TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL	\$130,199
	=====

I, Joseph L. Sclafani, S.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

WALTER V. SHIPLEY)	
EDWARD D. MILLER	)	DIRECTORS
WILLIAM B. HARRISON)	