
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended March 31, 2009

Commission File No. 1-15579

MINE SAFETY APPLIANCES COMPANY

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

25-0668780
(IRS Employer
Identification No.)

121 Gamma Drive
RIDC Industrial Park
O'Hara Township
Pittsburgh, Pennsylvania
(Address of principal executive offices)

15238
(Zip Code)

Registrant's telephone number, including area code: (412) 967-3000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

On April 30, 2009 there were 35,938,703 shares of common stock outstanding, not including 2,220,084 shares held by the Mine Safety Appliances Company Stock Compensation Trust.

PART I. FINANCIAL INFORMATION**Item 1. FINANCIAL STATEMENTS**

MINE SAFETY APPLIANCES COMPANY
CONDENSED CONSOLIDATED STATEMENT OF INCOME
(In thousands, except per share amounts)
Unaudited

	Three Months Ended	
	March 31	
	2009	2008
Net sales	\$ 218,175	\$ 266,344
Other income	859	1,059
	<u>219,034</u>	<u>267,403</u>
Costs and expenses		
Cost of products sold	135,198	159,992
Selling, general and administrative	56,820	66,094
Research and development	7,013	7,352
Restructuring and other charges	8,095	1,106
Interest	1,847	2,494
Currency exchange (gains) losses	(926)	4,094
	<u>208,047</u>	<u>241,132</u>
Income before income taxes	10,987	26,271
Provision for income taxes	3,614	10,101
Net income	7,373	16,170
Less: Net income attributable to the noncontrolling interests	152	143
Net income attributable to Mine Safety Appliances Company	<u>7,221</u>	<u>16,027</u>
Basic earnings per common share	<u>\$ 0.20</u>	<u>\$ 0.45</u>
Diluted earnings per common share	<u>\$ 0.20</u>	<u>\$ 0.44</u>
Dividends per common share	<u>\$ 0.24</u>	<u>\$ 0.22</u>

See notes to condensed consolidated financial statements.

MINE SAFETY APPLIANCES COMPANY
CONDENSED CONSOLIDATED BALANCE SHEET
(In thousands, except share amounts)
Unaudited

	March 31 2009	December 31 2008
Assets		
Current assets		
Cash and cash equivalents	\$ 49,660	\$ 50,894
Trade receivables, less allowance for doubtful accounts of \$6,519 and \$6,050	175,231	198,622
Inventories	152,439	159,428
Deferred tax assets	22,929	23,023
Income taxes receivable	14,830	21,362
Prepaid expenses and other current assets	22,985	24,446
Total current assets	<u>438,074</u>	<u>477,775</u>
Property, less accumulated depreciation of \$284,755 and \$283,602	141,128	141,409
Prepaid pension cost	75,010	78,037
Deferred tax assets	7,262	7,651
Goodwill	82,305	83,211
Other noncurrent assets	95,862	87,727
Total assets	<u>839,641</u>	<u>875,810</u>
Liabilities and Equity		
Current liabilities		
Notes payable and current portion of long-term debt	\$ 56,325	\$ 60,849
Accounts payable	44,671	50,126
Employees' compensation	22,897	30,368
Insurance and product liability	21,192	20,487
Taxes on income	4,879	6,083
Other current liabilities	45,103	51,774
Total current liabilities	<u>195,067</u>	<u>219,687</u>
Long-term debt	94,111	94,082
Pensions and other employee benefits	117,618	120,494
Deferred tax liabilities	36,297	36,491
Other noncurrent liabilities	9,008	9,931
Total liabilities	<u>452,101</u>	<u>480,685</u>
Equity		
Preferred stock, 4 1/2% cumulative — authorized 100,000 shares of \$50 par value, issued 71,373 and 71,373 shares, callable at \$52.50 per share	3,569	3,569
Second cumulative preferred voting stock — authorized 1,000,000 shares of \$10 par value; none issued	—	—
Common stock — authorized 180,000,000 shares of no par value; issued 62,081,391 and 62,081,391 shares (outstanding 35,938,703 and 35,786,290 shares)	70,480	69,607
Stock compensation trust — 2,220,084 and 2,378,462 shares	(11,589)	(12,416)
Treasury shares, at cost:		
Preferred — 52,878 and 52,878 shares	(1,753)	(1,753)
Common — 23,922,604 and 23,916,639 shares	(256,184)	(256,077)
Accumulated other comprehensive loss	(81,165)	(73,233)
Retained earnings	663,872	665,248
Total Mine Safety Appliances Company shareholders' equity	<u>387,230</u>	<u>394,945</u>
Noncontrolling interests	310	180
Total equity	<u>387,540</u>	<u>395,125</u>
Total liabilities and equity	<u>839,641</u>	<u>875,810</u>

See notes to condensed consolidated financial statements.

MINE SAFETY APPLIANCES COMPANY
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(In thousands)
Unaudited

	Three Months Ended	
	March 31	
	2009	2008
Operating Activities		
Net income attributable to Mine Safety Appliances Company	\$ 7,221	\$ 16,027
Depreciation and amortization	6,754	6,769
Pensions	4,350	(2,160)
Net loss (gain) from investing activities — property disposals	263	(28)
Stock-based compensation	2,142	2,218
Deferred income tax benefit	(251)	(242)
Other noncurrent assets and liabilities	(10,475)	(8,470)
Currency exchange (gains) losses	(926)	4,094
Other, net	(123)	425
Operating cash flow before changes in working capital	8,955	18,633
Trade receivables	20,045	(8,643)
Inventories	2,834	(18,648)
Accounts payable and accrued liabilities	(16,740)	1,283
Prepaid expenses and other current assets	7,402	1,298
Decrease (increase) in working capital	13,541	(24,710)
Cash flow from operating activities	22,496	(6,077)
Investing Activities		
Property additions	(8,577)	(10,091)
Property disposals	204	—
Acquisitions, net of cash acquired and other investing	(46)	(228)
Cash flow from investing activities	(8,419)	(10,319)
Financing Activities		
(Payments on) proceeds from short-term debt, net	(4,491)	13,951
Cash dividends paid	(8,597)	(7,857)
Company stock purchases	(107)	(381)
Exercise of stock options	—	111
Excess tax (provision) benefit related to stock plans	(441)	83
Cash flow from financing activities	(13,636)	5,907
Effect of exchange rate changes on cash	(1,675)	2,726
Decrease in cash and cash equivalents	(1,234)	(7,763)
Beginning cash and cash equivalents	50,894	74,981
Ending cash and cash equivalents	49,660	67,218

See notes to condensed consolidated financial statements.

MINE SAFETY APPLIANCES COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
Unaudited

(1) Basis of Presentation

We have prepared the condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States of America for interim financial information and with the rules and regulations for reporting on Form 10-Q. Accordingly, they do not include certain information and disclosures required for comprehensive financial statements.

The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America. The other information in these financial statements is unaudited; however, we believe that all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of these interim periods have been included. The results for interim periods are not necessarily indicative of the results to be expected for the full year.

The condensed consolidated financial statements include the accounts of the company and all subsidiaries. Intercompany accounts and transactions have been eliminated.

Certain prior year amounts have been reclassified to conform with the current year presentation.

Management's Discussion and Analysis of Financial Condition and Results of Operations that is included elsewhere in this report contains additional information about our results of operations and financial position and should be read in conjunction with these notes.

(2) Restructuring and Other Charges

During the three months ended March 31, 2009, we recorded charges of \$8.1 million (\$5.1 million after tax). North American segment charges of \$7.6 million related primarily to a focused voluntary retirement incentive program (VRIP). During January 2009, 61 North American segment employees made irrevocable elections to retire under the terms of the VRIP. These employees retired on January 31, 2009. VRIP non-cash special termination benefits expense of \$6.6 million was recorded in January 2009. We expect that the staff reductions associated with the VRIP will result in annual pre-tax savings of approximately \$5.0 million. The remaining \$1.0 million of North American segment charges related to costs associated with layoffs and stay bonuses and other costs associated with our ongoing initiative to transfer certain production activities from our Evans City, Pennsylvania plant. International segment charges of \$0.5 million were primarily for severance costs related to staff reductions in Brazil.

During the three months ended March 31, 2008, we recorded charges of \$1.1 million (\$0.7 million after tax). These charges included \$0.6 million in North America, primarily related to stay bonuses and other costs associated with the transfer of certain production activities from our Evans City, Pennsylvania plant. International segment charges of \$0.5 million were severance costs related to staff reductions in Japan.

(3) Comprehensive (Loss) Income

Components of comprehensive (loss) income are as follows:

(In thousands)	Three Months Ended	
	March 31	
	2009	2008
Net income	\$ 7,373	\$16,170
Foreign currency translation adjustments	(7,943)	11,285
Comprehensive (loss) income	(570)	27,455
Comprehensive (income) loss attributable to the noncontrolling interests	(141)	249
Comprehensive (loss) income attributable to Mine Safety Appliances Company	(711)	27,704

Components of accumulated other comprehensive loss are as follows:

(In thousands)	March 31	December 31
	2009	2008
Cumulative foreign currency translation adjustments	\$(10,503)	\$ (2,571)
Pension and post-retirement plan adjustments	(70,662)	(70,662)
Accumulated other comprehensive loss	(81,165)	(73,233)

(4) Earnings per Share

Basic earnings per share is computed on the weighted average number of common shares outstanding during the period. Diluted earnings per share includes the effect of the weighted average stock options outstanding during the period, using the treasury stock method. Antidilutive options are not considered in computing diluted earnings per share.

(In thousands, except per share amounts)	Three Months Ended	
	March 31	
	2009	2008
Net income attributable to Mine Safety Appliances Company	\$ 7,221	\$16,027
Preferred stock dividends	10	10
Income available to common shareholders	7,211	16,017
Basic earnings per common share	\$ 0.20	\$ 0.45
Diluted earnings per common share	\$ 0.20	\$ 0.44
Basic shares outstanding	35,633	35,540
Stock options	191	481
Diluted shares outstanding	35,824	36,021
Antidilutive stock options	967	391

(5) Segment Information

We are organized into three geographic operating segments: North America, Europe, and International. Reportable segment information is presented in the following table:

(In thousands)	North America	Europe	International	Reconciling Items	Consolidated Totals
Three Months Ended March 31, 2009					
Sales to external customers	\$ 110,721	\$ 56,917	\$ 50,537	\$ —	\$ 218,175
Intercompany sales	13,596	24,993	1,430	(40,019)	—
Net income attributable to Mine Safety Appliances Company	3,724	2,069	615	813	7,221
Three Months Ended March 31, 2008					
Sales to external customers	\$ 146,642	\$ 60,405	\$ 59,297	\$ —	\$ 266,344
Intercompany sales	12,600	26,449	2,053	(41,102)	—
Net income attributable to Mine Safety Appliances Company	14,582	688	3,566	(2,809)	16,027

Reconciling items consist primarily of intercompany eliminations and items reported at the corporate level.

In 2009, we changed our method of allocating research and development expenses to each segment. Comparative 2008 net income amounts have been revised to conform to the current year presentation. The effect of the revisions to net income for the three months ended March 31, 2008 increased North American and European segment net income by \$0.2 million and \$0.4 million, respectively, and decreased International segment net income by \$0.6 million.

(6) Pensions and Other Postretirement Benefits

Components of net periodic benefit cost (credit) consisted of the following:

(In thousands)	Pension Benefits		Other Benefits	
	2009	2008	2009	2008
Three months ended March 31				
Service cost	\$ 1,910	\$ 2,387	\$ 181	\$ 168
Interest cost	4,589	4,770	470	394
Expected return on plan assets	(8,631)	(9,112)	—	—
Amortization of transition amounts	1	2	—	—
Amortization of prior service cost	33	47	(88)	(89)
Recognized net actuarial losses (gains)	58	(254)	262	195
Termination benefits	6,390	—	250	—
Net periodic benefit cost (credit)	4,350	(2,160)	1,075	668

We made contributions of \$0.6 million to our pension plans during the three month periods ended March 31, 2009 and March 31, 2008.

(7) Goodwill and Intangible Assets

Changes in goodwill and intangible assets, net of accumulated amortization, during the three months ended March 31, 2009 were as follows:

(In thousands)	Goodwill	Intangibles
Net balances at January 1, 2009	\$83,211	\$ 15,501
Goodwill and intangible assets acquired	—	150
Amortization expense	—	(582)
Currency translation and other	(906)	(36)
Net balances at March 31, 2009	<u>82,305</u>	<u>15,033</u>

At March 31, 2009, goodwill of approximately \$63.5 million, \$15.7 million, and \$3.1 million related to the North American, European, and International operating segments, respectively.

(8) Inventories

(In thousands)	March 31 2009	December 31 2008
Finished products	\$ 69,572	\$ 66,445
Work in process	23,712	29,224
Raw materials and supplies	59,155	63,759
Total inventories	<u>152,439</u>	<u>159,428</u>

(9) Stock Plans

On May 13, 2008, the shareholders approved the 2008 Management Equity Incentive Plan and the 2008 Non-Employee Directors' Equity Incentive Plan. These plans replaced the 1998 Management Share Incentive Plan and the 1990 Non-Employee Directors' Stock Option Plan. The 2008 Management Equity Incentive Plan provides for various forms of stock-based compensation for eligible key employees through May 2018. Management stock-based compensation includes stock options, restricted stock and, beginning in 2009, performance stock units. The 2008 Non-Employee Directors' Equity Incentive Plan provides for grants of stock options and restricted stock to non-employee directors through May 2018. Stock options are granted at market value option prices and expire after ten years, with limited instances of option prices in excess of market value and expiration after five years. Stock options are exercisable beginning three years after the grant date. Restricted stock is granted without payment to the company and generally vests three years after the grant date. Certain restricted stock for management retention vests in three equal tranches four, five, and six years after the grant date. Unvested restricted stock for management retention is forfeited if the grantee's employment with the company terminates for any reason other than death or disability. Restricted stock is valued at the market value of the stock on the grant date. Performance stock units are valued at the market value of the stock on the grant date. The final number of shares to be issued for performance stock units may range from zero to 200% of the target award based on achieving a targeted return on net assets (RONA) over a three year performance period relative to a pre-determined peer group of companies. We issue Stock Compensation Trust shares or new shares for stock option exercises and restricted stock grants.

Stock-based compensation expense was as follows:

(In thousands)	Three Months Ended March 31	
	2009	2008
Stock compensation expense	\$ 2,142	\$ 2,218
Income tax benefit	745	770
Stock compensation expense, net of income tax benefit	1,397	1,448

A summary of stock option activity for the three months ended March 31, 2009 follows:

	Shares	Weighted Average Exercise Price
Outstanding at January 1, 2009	1,706,439	\$ 26.65
Granted	399,278	17.83
Outstanding at March 31, 2009	2,105,717	24.98
Exercisable at March 31, 2009	1,349,115	22.27

A summary of restricted stock activity for the three months ended March 31, 2009 follows:

	Shares	Weighted Average Grant Date Fair Value
Unvested at January 1, 2009	189,062	\$ 42.56
Granted	177,150	17.83
Vested	(31,897)	40.41
Forfeited	(128)	40.10
Unvested at March 31, 2009	334,187	29.66

During the three months ended March 31, 2009, we granted performance stock units for 64,780 shares with a grant date fair value of \$17.83 per share.

(10) Derivative Financial Instruments

In 2004, we entered into an eight year interest rate swap agreement, which was designated as a fair value hedge of a portion of our fixed rate 8.39% Senior Notes. Under the terms of the swap agreement, we received a fixed interest rate of 8.39% and paid a floating interest rate based on LIBOR. At December 31, 2008, the notional amount of the swap was \$16.0 million and the fair value was recorded as an asset of \$0.6 million that was included in other noncurrent assets, with an offsetting increase in the carrying value of long-term debt.

On January 15, 2009, we terminated the interest rate swap agreement and received a termination payment of \$0.6 million, which represented the fair value of the swap on that date. That value has been recorded as an increase in the carrying value of long-term debt and is being recognized as a reduction of interest expense over the original term of the interest rate swap agreement.

As part of our currency exchange rate risk management strategy, we enter into certain derivative foreign currency forward contracts that do not meet the criteria for hedge accounting under FAS No. 133, Accounting for Derivative Instruments and Hedging Activities, but which have the impact of partially offsetting certain foreign currency exposures. We account for these forward contracts on a full mark-to-market basis and report the related

gains or losses in currency exchange (gains) losses. At March 31, 2009, the notional amount of open forward contracts was \$9.3 million and the unrealized loss on these contracts was \$0.4 million. All of these contracts will mature during the second quarter of 2009.

The following table presents the balance sheet location and fair value of assets and liabilities associated with derivative financial instruments.

	Balance Sheet Location	Asset Derivatives		Liability Derivatives	
		Fair Value at March 31, 2009	Fair Value at December 31, 2008	Fair Value at March 31, 2009	Fair Value at December 31, 2009
Derivatives designated as hedging instruments under FAS No. 133:					
Interest rate swap	Other noncurrent assets	\$ —	\$ 574	\$ —	\$ —
Derivatives not designated as hedging instruments under FAS No. 133:					
Foreign currency forward contracts	Other current liabilities	—	—	380	526
Totals		<u>—</u>	<u>574</u>	<u>380</u>	<u>526</u>

The following table presents the income statement location and impact of the derivative financial instruments.

	Income Statement Location	Amount of Loss (Gain) Recognized in Income Three Months Ended March 31	
		2009	2008
Derivatives designated as hedging instruments under FAS No. 133:			
Interest rate swap	Interest expense	\$ —	\$ 72
Derivatives not designated as hedging instruments under FAS No. 133:			
Foreign currency forward contracts	Currency exchange (gains) losses	279	(1,172)
Totals		<u>279</u>	<u>(1,100)</u>

(11) Income Taxes

At March 31, 2009, we had a gross liability for unrecognized tax benefits of \$5.0 million. We have recognized tax benefits associated with these liabilities of \$3.5 million at March 31, 2009. These balances are unchanged since December 31, 2008. We do not expect that the total amount of the unrecognized tax benefit will significantly increase or decrease within twelve months of the reporting date.

We recognize interest related to unrecognized tax benefits in interest expense and penalties in operating expenses. At March 31, 2009, we had \$0.2 million of accrued interest related to unrecognized tax benefits.

(12) Fair Value Measurements

On January 1, 2008, we adopted FAS No. 157, Fair Value Measurements, as it relates to financial assets and liabilities that are remeasured and reported at least annually. On January 1, 2009, we adopted FAS No. 157, as it relates to nonfinancial assets and liabilities that are recognized and disclosed at fair value in the financial statements on a nonrecurring basis.

FAS No. 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. Our adoption of FAS No. 157, as it relates to financial and nonfinancial assets and liabilities, had no impact on consolidated results of operations, financial condition or liquidity.

FAS No. 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This standard is now the single source under generally accepted accounting principles for the definition of fair value, except for the fair value of leased property as defined in FAS No. 13. FAS No. 157 establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under FAS No. 157 are:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

The valuation methodologies we used to measure financial assets and liabilities within the scope of FAS No. 157 were limited to the derivative financial instruments described in Note 10. We estimate the fair value of these financial instruments, consisting of an interest rate swap and foreign currency forward contracts, based upon valuation models with inputs that generally can be verified by observable market conditions and do not involve significant management judgment. Accordingly, the fair values of these financial instruments are classified within Level 2 of the fair value hierarchy.

(13) Contingencies

Various lawsuits and claims arising in the normal course of business are pending against us. These lawsuits are primarily product liability claims. We are presently named as a defendant in approximately 2,500 lawsuits, primarily involving respiratory protection products allegedly manufactured and sold by us. Collectively, these lawsuits represent a total of approximately 11,800 plaintiffs. Approximately 90% of these lawsuits involve plaintiffs alleging they suffer from silicosis, with the remainder alleging they suffer from other or combined injuries, including asbestosis. These lawsuits typically allege that these conditions resulted in part from respirators that were negligently designed or manufactured by us. Consistent with the experience of other companies involved in silica and asbestos-related litigation, in recent years there has been an increase in the number of asserted claims that could potentially involve us. We cannot determine our potential maximum liability for such claims, in part because the defendants in these lawsuits are often numerous, and the claims generally do not specify the amount of damages sought.

With some limited exceptions, we maintain insurance against product liability claims. We also maintain a reserve for uninsured product liability based on expected settlement charges for pending claims and an estimate of unreported claims derived from experience, sales volumes, and other relevant information. We evaluate our exposures on an ongoing basis and make adjustments to the reserve as appropriate. Based on information currently available, we believe that the disposition of matters that are pending will not have a materially adverse effect on our financial condition, operations or liquidity.

In the normal course of business, we make payments to settle product liability claims and for related legal fees and record receivables for the amounts covered by insurance. Various factors could affect the timing and amount of recovery of insurance receivables, including: the outcome of negotiations with insurers, legal proceedings with respect to product liability insurance coverage, and the extent to which insurers may become insolvent in the future.

We are currently involved in coverage litigation with Century Indemnity Company (Century). We have sued Century in the Court of Common Pleas of Allegheny County, Pennsylvania, alleging that Century breached five insurance policies by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. The Pennsylvania court has denied a motion by Century to stay or dismiss the Pennsylvania lawsuit. The court also denied certain preliminary motions filed by both parties to narrow the issues in dispute and matter is currently in discovery. We believe that Century's refusal to indemnify us under the policies is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We are currently involved in coverage litigation with The North River Insurance Company (North River). On March 23, 2009, we sued North River in the United States District Court for the Western District of Pennsylvania, alleging that North River breached one insurance policy by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. The case was assigned to the Court's mandatory Alternative Dispute Resolution (ADR) program which requires the parties to mediate the dispute within the next few months in an attempt to resolve the dispute. If mediation is unsuccessful the case will proceed to trial. We believe that North River's refusal to indemnify us under the policy for settlements and legal fees paid by us is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We are currently involved in coverage litigation with Columbia Casualty Company (CNA). On March 30, 2009, we sued CNA in the United States District Court for the Western District of Pennsylvania, alleging that CNA breached one insurance policy by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. We expect that this case will also be assigned to the ADR program. We believe that CNA's refusal to indemnify us under the policy for settlements and legal fees paid by us is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We regularly evaluate the collectibility of insurance receivables and record the amounts that we conclude are probable of collection based on our analysis of our various policies, pertinent case law interpreting comparable policies and our experience with similar claims. Receivables from insurance carriers totaled \$70.2 million and \$60.6 million at March 31, 2009 and December 31, 2008, respectively. Based upon our evaluation of applicable insurance coverage and the current status of the coverage litigation discussed in the preceding paragraphs, we believe that the recorded balance is fully recoverable from carriers.

(14) Recently Adopted and Recently Issued Accounting Standards

In December 2007, the FASB issued FAS No. 160, Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51. FAS No. 160 requires the recognition of a noncontrolling interest (minority interest) as equity in the consolidated financial statements and separate from the parent's equity. The amount of net income attributable to the noncontrolling interest is to be included in consolidated net income on the face of the income statement. It also amends certain ARB No. 51 consolidation procedures for consistency with the requirements of FAS No. 141(R), Business Combinations, and expands disclosure requirements

regarding the interests of the parent and its noncontrolling interest. The adoption of FAS No. 160 on January 1, 2009 is reflected in these financial statements and did not have a material effect on our consolidated results of operations or financial condition.

In March 2008, the FASB issued FAS No. 161, Disclosures about Derivative Instruments and Hedging Activities, an amendment of FAS No. 133, Accounting for Derivative Instruments and Hedging Activities. FAS No. 161 requires companies to provide disclosures about (a) how and why derivative instruments are used, (b) how derivative instruments and related hedged items are accounted for under FAS No. 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect the company's financial position, financial performance, and cash flows. We adopted FAS No. 161 on January 1, 2009. See note 10 for disclosures related to derivative instruments and hedging activities.

In April 2008, the FASB issued FASB Staff Position No. FAS 142-3, Determination of the Useful Life of Intangible Assets. This FSP amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under FAS No. 142, Goodwill and Other Intangible Assets. The objective of this FSP is to improve the consistency between the useful life of a recognized intangible asset under FAS 142 and the period of expected cash flows used to measure the fair value of the asset under FAS No. 141(R), Business Combinations. This FSP applies to all intangible assets, whether acquired in a business combination or otherwise, and is to be applied prospectively to intangible assets acquired on or after January 1, 2009. We do not expect that the adoption of this FSP will have a material effect on our consolidated financial statements.

In December 2008, the FASB issued FASB Staff Position No. FAS 132(R)-1, Employers' Disclosures about Postretirement Benefit Plan Assets. This FSP amends FAS No. 132(R), Employers' Disclosures about Pensions and Other Postretirement Benefits, to provide guidance on an employer's disclosures about defined benefit pension or other postretirement plan assets, including investment policies and strategies, major categories of plan assets, inputs and valuation techniques used to measure the fair value of plan assets, and significant concentrations of risk within plan assets. This FSP is effective on December 31, 2009. We are currently evaluating the disclosure requirements of this statement.

In April 2009, the FASB issued FASB Staff Position FAS 107-1 and APB 28-1, Interim Disclosures about Fair Value of Financial Instruments. This FSP amends FAS No. 107, Disclosures about Fair Value of Financial Instruments, to require disclosures about the fair value of financial instruments for interim reporting periods as well as in annual financial statements. This FSP will be effective for our second quarter 2009 interim reporting period. We are currently evaluating the disclosure requirements of this statement.

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

The following discussion and analysis should be read in conjunction with the historical financial statements and other financial information included elsewhere in this report on Form 10-Q. This discussion may contain forward-looking statements that involve risks and uncertainties. The forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our industry, business, and future financial results. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors. These factors include, but are not limited to, spending patterns of government agencies, competitive pressures, product liability claims and our ability to collect related insurance receivables, the success of new product introductions, currency exchange rate fluctuations, the identification and successful integration of acquisitions, and the risks of doing business in foreign countries. For discussion of risk factors affecting our business, see Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2008.

BUSINESS OVERVIEW

We are a global leader in the development, manufacture and supply of products that protect people's health and safety. Our safety products typically integrate any combination of electronics, mechanical systems, and advanced materials to protect users against hazardous or life threatening situations. Our comprehensive lines of safety products are used by workers around the world in the fire service, homeland security, construction, and other industries, as well as the military.

We are committed to providing our customers with service unmatched in the safety industry and, in the process, enhancing our ability to provide a growing line of safety solutions for customers in key global markets. Four strategic imperatives drive us toward our goal of building customer loyalty by delivering exceptional levels of protection, quality, and value:

- Achieve sustainable growth through product leadership;
- Expand market penetration through exceptional customer focus;
- Control costs and increase efficiency in asset utilization; and
- Build the depth, breadth, and diversity of our global team.

We tailor our product offerings and distribution strategy to satisfy distinct customer preferences that vary across geographic regions. We believe that we best serve these customer preferences by organizing our business into three geographic segments: North America, Europe, and International. Each segment includes a number of operating companies. In 2008, approximately 52%, 25%, and 23% of our net sales were made by our North American, European, and International segments, respectively.

North America. Our largest manufacturing and research and development facilities are located in the United States. We serve our North American markets with sales and distribution functions in the U.S., Canada, and Mexico.

Europe. Our European segment includes well-established companies in most Western European countries and more recently established operations in a number of Eastern European locations. Our largest European companies, based in Germany and France, develop, manufacture, and sell a wide variety of products. Operations in other European countries focus primarily on sales and distribution in their respective home country markets. While some of these companies may perform limited production, most of their sales are of products that are manufactured in our plants in Germany, France, and the U.S., or are purchased from third party vendors.

International. Our International segment includes operating entities located in Abu Dhabi, Argentina, Australia, Brazil, Colombia, Chile, China, Egypt, Hong Kong, India, Indonesia, Japan, Malaysia, Peru,

Singapore, South Africa, Thailand, and Zambia, some of which are in developing regions of the world. Principal manufacturing operations are located in Australia, Brazil, South Africa, and China. These companies develop and manufacture products that are sold primarily in each company's home country and regional markets. The other companies in the International segment focus primarily on sales and distribution in their respective home country markets. While some of these companies may perform limited production, most of their sales are of products that are manufactured in our plants in the U.S., Germany, and France, or are purchased from third party vendors.

RESULTS OF OPERATIONS

Three Months Ended March 31, 2009 Compared to Three Months Ended March 31, 2008

Net sales. Net sales for the three months ended March 31, 2009 were \$218.2 million, a decrease of \$48.1 million, or 18%, compared with \$266.3 million for the three months ended March 31, 2008.

(In millions)	Three Months Ended		Dollar Decrease	Percent Decrease
	March 31			
	2009	2008		
North America	\$ 110.7	\$ 146.6	(\$ 35.9)	(24%)
Europe	56.9	60.4	(3.5)	(6)
International	50.5	59.3	(8.8)	(15)

Net sales by the North American segment were \$110.7 million for the first quarter of 2009, a decrease of \$35.9 million, or 24%, compared to \$146.6 million for the first quarter of 2008. The decrease generally reflects the effects of the economic slowdown, which has led to reduced end-user demand, especially in construction, oil and gas, and other industrial markets. In addition, many of our distributors worked-off inventory during the quarter, which further reduced the level of orders. Sales of self-contained breathing apparatus (SCBA) were \$5.4 million lower during the first quarter of 2009. Shipments of SCBAs were unusually high during the first quarter of 2008 due to an increase in orders that had been delayed during the second half of 2007 as manufacturers and the fire service market made the transition to a new National Fire Protection Association (NFPA) standard for SCBAs. Fire service market sales of thermal imaging cameras and fire helmets were also down \$5.1 million in the current quarter. Shipments of Advanced Combat Helmets to the U.S. military and CG634 helmets to the Canadian Forces were \$6.5 million and \$3.6 million lower, respectively, as current contracts wound down or were completed. Shipments of head protection were down \$5.2 million as the effect of the economic recession reduced demand from construction and industrial distributors.

Net sales for the European segment were \$56.9 million for the first quarter of 2009, a decrease of \$3.5 million, or 6%, compared to \$60.4 million for the first quarter of 2008. Local currency sales in Europe increased \$7.1 million during the first quarter of 2009. Local currency sales of ballistic helmets and gas masks, up \$2.3 million and \$1.1 million, respectively, reflect strong shipments to military and law enforcement customers in Germany and France. Local currency sales of fire helmets improved \$1.7 million, primarily in France. The remainder of the local currency sales increase occurred primarily in Eastern European markets. Unfavorable translation effects of weaker European currencies, particularly the euro, in the current quarter decreased European segment sales, when stated in U.S. dollars, by approximately \$10.6 million.

Net sales for the International segment were \$50.5 million in the first quarter of 2009, a decrease of \$8.8 million, or 15%, compared to \$59.3 million for the first quarter of 2008. Local currency sales of the International segment improved \$2.9 million during the current quarter. In China, local currency sales increased \$5.1 million, reflecting strong shipments of SCBAs to the Hong Kong Fire Services. Our continued focus on the mining industry in South Africa resulted in a local currency sales increase of \$2.5 million. These improvements were partially offset by lower local currency sales in Australia and Latin America, down \$3.0 million and \$1.9 million, respectively, primarily due to the economic recession. Currency translation effects reduced International segment sales, when stated in U.S. dollars, by \$11.7 million, primarily related to a weakening of the Australian dollar, South African rand, and Brazilian real.

Cost of products sold. Cost of products sold was \$135.2 million in the first quarter of 2009, compared to \$160.0 million in the first quarter of 2008. Cost of products sold, selling, general and administrative expenses, and research and development expenses include net periodic pension credits during the first quarters of 2009 and 2008 of \$2.0 million and \$2.2 million, respectively.

Gross profit. Gross profit for the first quarter of 2009 was \$83.0 million, which was \$23.4 million, or 22%, lower than gross profit of \$106.4 million in the first quarter of 2008. The ratio of gross profit to net sales was 38.0% in the first quarter of 2009 compared to 39.9% in the same quarter last year. The lower gross profit ratio in the first quarter of 2009 was primarily related to sales mix.

Selling, general and administrative expenses. Selling, general and administrative expenses were \$56.8 million during the first quarter of 2009, a decrease of \$9.3 million, or 14%, compared to \$66.1 million in the first quarter of 2008. Selling, general and administrative expenses were 26.0% of net sales in the first quarter of 2009 compared to 24.8% of net sales in the first quarter of 2008. First quarter selling, general and administrative expenses in the North American segment were \$3.8 million, or 13%, lower than in the same quarter last year. The decrease was a direct result of cost-savings initiatives that we took during the current quarter in response to the effects of the global economic crisis. Local currency selling, general and administrative expenses in the European and International segments were flat, with modest expense reductions in Europe being offset by increases in International. Higher local currency selling, general and administrative expenses in the International segment reflect our increased focus on global initiatives to expand our business in these markets. Currency exchange reduced first quarter 2009 administrative expense, when stated in U.S. dollars, by \$5.9 million, primarily related to a weaker euro, Australian dollar, and Brazilian real.

Research and development expense. Research and development expense was \$7.0 million during the first quarter of 2009, a decrease of \$0.4 million, or 5%, compared to \$7.4 million during the first quarter of 2008. The decrease was primarily related to the currency translation effect of a weaker euro.

Restructuring and other charges. During the first quarter 2009, we recorded charges of \$8.1 million. North American segment charges of \$7.6 million related primarily to a voluntary retirement incentive program (VRIP). During January 2009, 61 North American segment employees made irrevocable elections to retire under the terms of the VRIP. These employees retired on January 31, 2009. During the current quarter, we recorded VRIP non-cash special termination benefits expense of \$6.6 million. We expect that staff reductions associated with the VRIP will result in annual pre-tax savings of approximately \$5.0 million. The remaining \$1.0 million of North American segment charges related to costs associated with layoffs and stay bonuses and other costs associated with our ongoing initiative to transfer certain production activities from our Evans City, Pennsylvania plant. International segment charges of \$0.5 million were primarily for severance costs related to staff reductions in Brazil.

During the first quarter 2008, we recorded charges of \$1.1 million. These charges included \$0.6 million in North America, primarily related to stay bonuses and other costs associated with the transfer certain production activities from our Evans City, Pennsylvania plant. International segment charges of \$0.5 million were severance costs related to staff reductions in Japan.

Interest expense. Interest expense was \$1.8 million during the first quarter of 2009, a decrease of \$0.7 million, or 26%, compared to \$2.5 million in the same quarter last year. The decrease in interest expense was due to reductions in both short and long-term debt and lower short-term interest rates.

Currency exchange (gains) losses. We reported currency exchange gains of \$0.9 million in the first quarter of 2009, compared to losses of \$4.1 million in the first quarter of 2008. Currency exchange gains during the first quarter of 2009 were mostly unrealized, and related to the favorable effect of a weaker euro on inter-company balances. Currency exchange losses during the first quarter of 2008 were mostly unrealized, and related to the effects of a stronger euro and a weaker South African rand on inter-company balances and losses on Canadian dollar trade receivables.

Income taxes. The effective tax rate for the first quarter of 2009 was 32.9% compared to 38.4% for the same quarter last year. The lower effective tax rate in the current quarter reflects a more favorable non-U.S. tax rate and a lower U.S. rate due to the reinstatement of the research and development tax credit. The first quarter 2008 provision for income taxes also included a one-time charge of \$0.4 million in Germany, related to a tax law change that imposed a 3% flat tax on previously untaxed subsidies.

We file a U.S. federal income tax return along with various state and foreign income tax returns. Examinations of our federal returns have been completed through 2004. We also file in various state and foreign jurisdictions that may be subject to tax audits after 2003.

Net income attributable to Mine Safety Appliances Company. Net income attributable to Mine Safety Appliances Company for the first quarter of 2009 was \$7.2 million, or \$0.20 per basic share, compared to \$16.0 million, or \$0.45 per basic share, for the same quarter last year.

North American segment net income for the first quarter of 2009 was \$3.7 million, a decrease of \$10.9 million, or 75%, compared to \$14.6 million in the first quarter of 2008. First quarter 2009 net income in North America includes a \$4.4 million after-tax, non-cash charge related to a voluntary retirement incentive program that was completed in January. Excluding this one-time charge, North American segment net income was down \$6.5 million in the current quarter. The decrease was primarily related to the previously-discussed decrease in sales, partially offset by reductions in operating expenses.

European segment net income for the first quarter of 2009 was \$2.1 million, an increase of \$1.4 million, compared to net income of \$0.7 million during the first quarter of 2008. The increase in European segment net income was due to a reduction in operating expenses and a lower effective tax rate.

International segment net income for the first quarter of 2009 was \$0.6 million, a decrease of \$3.0 million, or 83%, compared to \$3.6 million in the same quarter last year. The decrease in International segment net income was primarily related to the previously-discussed decrease in sales. Currency translation effects decreased current quarter international segment net income, when stated in U.S. dollars by approximately \$1.1 million, largely due to the weakening of the Australian dollar, South African rand, and Brazilian real.

The first quarter 2009 income of \$0.8 million and the first quarter 2008 loss of \$2.8 million reported in reconciling items were primarily related to unrealized currency exchange gains and losses on inter-company balances.

LIQUIDITY AND CAPITAL RESOURCES

Our main source of liquidity is operating cash flows, supplemented by borrowings to fund significant transactions. Our principal liquidity requirements are for working capital, capital expenditures, acquisitions, and principal and interest payments on debt. We believe that our financial strength has been evident during the growing crisis in the financial markets and the global economy. Our long-term debt is primarily at fixed interest rates with manageable repayment schedules through 2022. We recently increased our available credit and currently have over \$60.0 million in unused short-term bank lines of credit at competitive interest rates. All of our long-term borrowings and substantially all of our short-term borrowings originate in the U.S., which has limited our exposure to non-U.S. credit markets and to currency exchange rate fluctuations. In addition, we are pursuing actions to improve our cash flow during this period of economic uncertainty. During the first quarter of 2009, these actions have included a focus on reducing our working capital investment, selective staffing reductions, a salary and hiring freeze in the U.S. and Canada, lower salary increases than in prior years for international employees, and numerous cost reduction measures. We have significantly reduced our capital expenditure plans, but will continue to invest in critical capital projects, such as our new Chinese and Mexican factories.

Cash and cash equivalents decreased \$1.2 million during the three months ended March 31, 2009, compared to a decrease of \$7.8 million during the three months ended March 31, 2008.

Operating activities provided cash of \$22.5 million during the three months ended March 31, 2009, compared to using cash of \$6.1 million during the three months ended March 31, 2008. Significantly improved operating cash flow in the first quarter of 2009 was primarily related to a \$38.3 million favorable change associated with working capital. This change was partially offset by a \$9.7 million decrease in operating cash flow before changes in working capital, primarily due to the previously-discussed decrease in net income. Trade receivables were \$175.2 million at March 31, 2009 compared to \$198.6 million at December 31, 2008. LIFO inventories were \$152.4 million at March 31, 2009 compared to \$159.4 million at December 31, 2008. The \$23.4 million decrease in trade receivables reflects a \$20.0 million decrease in local currency balances, primarily in North America, and a \$3.4 million reduction due to currency translation effects. The \$7.0 million decrease in inventories reflects a \$2.8 million decrease in local currency inventories and a \$4.2 million reduction due to currency translation effects. The \$8.0 million decrease in prepaids and other current assets during the first quarter of 2009 was primarily related to income taxes receivable and a \$0.6 million reduction due to currency translation effects. The increase in other non-current assets \$8.1 million was due primarily to an increase in receivables due from insurance carriers.

Investing activities used cash of \$8.4 million during the three months ended March 31, 2009, compared to using \$10.3 million in the same quarter last year. During the three months ended March 31, 2009 and 2008, we used cash of \$8.6 million and \$10.1 million, respectively, for property additions. Higher property additions in the first quarter of 2008 were related to the construction of our new facility in Suzhou, China, as well as building improvement projects in Brazil and Australia.

Financing activities used cash of \$13.6 million during the three months ended March 31, 2009, compared to providing \$5.9 million during the first quarter of 2008. The change was primarily related to borrowing on our short-term line of credit. During the first quarter of 2009, we paid down \$4.5 million of short-term debt, compared to borrowing \$14.0 million in the first quarter of 2008. During the first three months of 2009, we paid cash dividends of \$8.6 million compared to paying dividends of \$7.9 million in the first quarter of 2008.

CUMULATIVE TRANSLATION ADJUSTMENTS

The position of the U.S. dollar relative to international currencies at March 31, 2009 resulted in a translation loss of \$7.9 million being charged to the cumulative translation adjustments shareholders' equity account during the three months ended March 31, 2009, compared to a gain of \$11.7 million during the three months ended March 31, 2008. Translation losses in the first quarter of 2009 were primarily related to the weakening of the euro. Translation gains in the first quarter of 2008 were primarily due to the strengthening of the euro, partially offset by a weakening of the South African rand.

COMMITMENTS AND CONTINGENCIES

We expect to make net contributions of \$2.5 million to our pension plans during 2009.

We have purchase commitments for materials, supplies, services, and property, plant and equipment as part of our ordinary conduct of business.

In September 2006, we acquired Paraclete Armor and Equipment, Inc. Under the terms of the asset purchase agreement, we issued a \$10.0 million note payable to the former owners of Paraclete. The note is non-interest bearing and is payable in five annual installments of \$2.0 million beginning September 1, 2007. We recorded the note at a fair value of \$8.5 million at the time of issuance. The discount of \$1.5 million is being amortized over the term of the note.

During 2003, we sold our real property in Berlin, Germany for \$25.7 million, resulting in a gain of \$13.6 million. At the same time, we entered into an eight year agreement to lease back the portion of the property that we occupy. Under sale-leaseback accounting, \$12.1 million of the gain was deferred and is being amortized over the term of the lease.

Various lawsuits and claims arising in the normal course of business are pending against us. These lawsuits are primarily product liability claims. We are presently named as a defendant in approximately 2,500 lawsuits, primarily involving respiratory protection products allegedly manufactured and sold by us. Collectively, these lawsuits represent a total of approximately 11,800 plaintiffs. Approximately 90% of these lawsuits involve plaintiffs alleging they suffer from silicosis, with the remainder alleging they suffer from other or combined injuries, including asbestosis. These lawsuits typically allege that these conditions resulted in part from respirators that were negligently designed or manufactured by us. Consistent with the experience of other companies involved in silica and asbestos-related litigation, in recent years there has been an increase in the number of asserted claims that could potentially involve us. We cannot determine our potential maximum liability for such claims, in part because the defendants in these lawsuits are often numerous, and the claims generally do not specify the amount of damages sought.

With some limited exceptions, we maintain insurance against product liability claims. We also maintain a reserve for uninsured product liability based on expected settlement charges for pending claims and an estimate of unreported claims derived from experience, sales volumes, and other relevant information. We evaluate our exposures on an ongoing basis and make adjustments to the reserve as appropriate. Based on information currently available, we believe that the disposition of matters that are pending will not have a materially adverse effect on our financial condition, operations or liquidity.

In the normal course of business, we make payments to settle product liability claims and for related legal fees and record receivables for the amounts covered by insurance. Various factors could affect the timing and amount of recovery of insurance receivables, including: the outcome of negotiations with insurers, legal proceedings with respect to product liability insurance coverage, and the extent to which insurers may become insolvent in the future.

We are currently involved in coverage litigation with Century Indemnity Company (Century). We have sued Century in the Court of Common Pleas of Allegheny County, Pennsylvania, alleging that Century breached five insurance policies by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. The Pennsylvania court has denied a motion by Century to stay or dismiss the Pennsylvania lawsuit. The court also denied certain preliminary motions filed by both parties to narrow the issues in dispute and matter is currently in discovery. We believe that Century's refusal to indemnify us under the policies is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We are currently involved in coverage litigation with The North River Insurance Company (North River). On March 23, 2009, we sued North River in the United States District Court for the Western District of Pennsylvania, alleging that North River breached one insurance policy by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. The case was assigned to the Court's mandatory Alternative Dispute Resolution (ADR) program, which requires the parties to mediate the dispute within the next few months in an attempt to resolve the dispute. If mediation is unsuccessful the case will proceed to trial. We believe that North River's refusal to indemnify us under the policy for settlements and legal fees paid by us is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We are currently involved in coverage litigation with Columbia Casualty Company (CNA). On March 30, 2009, we sued CNA in the United States District Court for the Western District of Pennsylvania, alleging that CNA breached one insurance policy by failing to pay amounts owing to us and that its refusal to pay constitutes bad faith. We expect that this case will also be assigned to the ADR program. We believe that CNA's refusal to indemnify us under the policy for settlements and legal fees paid by us is wholly contrary to Pennsylvania law and we are vigorously pursuing the legal actions necessary to collect all amounts.

We regularly evaluate the collectibility of insurance receivables and record the amounts that we conclude are probable of collection based on our analysis of our various policies, pertinent case law interpreting comparable policies and our experience with similar claims. Receivables from insurance carriers totaled \$70.2 million and \$60.6 million at March 31, 2009 and December 31, 2008, respectively. Based upon our evaluation of applicable insurance coverage and the current status of the coverage litigation discussed in the preceding paragraphs, we believe that the recorded balance is fully recoverable from carriers.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosures. We evaluate these estimates and judgments on an on-going basis based on historical experience and various assumptions that we believe to be reasonable under the circumstances. However, different amounts could be reported if we had used different assumptions and in light of different facts and circumstances. Actual amounts could differ from the estimates and judgments reflected in our financial statements.

The more critical judgments and estimates used in the preparation of our financial statements are discussed in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2008.

RECENTLY ADOPTED AND RECENTLY ISSUED ACCOUNTING STANDARDS

In December 2007, the FASB issued FAS No. 160, Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51. FAS No. 160 requires the recognition of a noncontrolling interest (minority interest) as equity in the consolidated financial statements and separate from the parent's equity. The amount of net income attributable to the noncontrolling interest is to be included in consolidated net income on the face of the income statement. It also amends certain ARB No. 51 consolidation procedures for consistency with the requirements of FAS No. 141(R), Business Combinations, and expands disclosure requirements regarding the interests of the parent and its noncontrolling interest. The adoption of FAS No. 160 on January 1, 2009 is reflected in these financial statements and did not have a material effect on our consolidated results of operations or financial condition.

In March 2008, the FASB issued FAS No. 161, Disclosures about Derivative Instruments and Hedging Activities, an amendment of FAS No. 133, Accounting for Derivative Instruments and Hedging Activities. FAS No. 161 requires companies to provide disclosures about (a) how and why derivative instruments are used, (b) how derivative instruments and related hedged items are accounted for under FAS No. 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect the company's financial position, financial performance, and cash flows. We adopted FAS No. 161 on January 1, 2009. See note 10 for disclosures related to derivative instruments and hedging activities.

In April 2008, the FASB issued FASB Staff Position No. FAS 142-3, Determination of the Useful Life of Intangible Assets. This FSP amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under FAS No. 142, Goodwill and Other Intangible Assets. The objective of this FSP is to improve the consistency between the useful life of a recognized intangible asset under FAS 142 and the period of expected cash flows used to measure the fair value of the asset under FAS No. 141(R), Business Combinations. This FSP applies to all intangible assets, whether acquired in a business combination or otherwise, and is to be applied prospectively to intangible assets acquired on or after January 1, 2009. We do not expect that the adoption of this FSP will have a material effect on our consolidated financial statements.

In December 2008, the FASB issued FASB Staff Position No. FAS 132(R)-1, Employers' Disclosures about Postretirement Benefit Plan Assets. This FSP amends FAS No. 132(R), Employers' Disclosures about Pensions and Other Postretirement Benefits, to provide guidance on an employer's disclosures about defined benefit pension or other postretirement plan assets, including investment policies and strategies, major categories of plan assets, inputs and valuation techniques used to measure the fair value of plan assets, and significant concentrations of risk within plan assets. This FSP is effective on December 31, 2009. We are currently evaluating the disclosure requirements of this statement.

In April 2009, the FASB issued FASB Staff Position FAS 107-1 and APB 28-1, Interim Disclosures about Fair Value of Financial Instruments. This FSP amends FAS No. 107, Disclosures about Fair Value of Financial Instruments, to require disclosures about the fair value of financial instruments for interim reporting periods as well as in annual financial statements. This FSP will be effective for our second quarter 2009 interim reporting period. We are currently evaluating the disclosure requirements of this statement.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of adverse changes in the value of a financial instrument caused by changes in currency exchange rates, interest rates, and equity prices. We are exposed to market risks related to currency exchange rates and interest rates.

Currency exchange rate sensitivity. We are subject to the effects of fluctuations in currency exchange rates on various transactions and on the translation of the reported financial position and operating results of our non-U.S. companies from local currencies to U.S. dollars. A hypothetical 10% strengthening or weakening of the U.S. dollar would decrease or increase our reported sales and net income for the three months ended March 31, 2009 by approximately \$10.8 million and \$0.3 million, respectively.

When appropriate, we may attempt to limit our transactional exposure to changes in currency exchange rates through contracts or other actions intended to reduce existing exposures by creating offsetting currency exposures. At March 31, 2009, we had open foreign currency forward contracts with a U.S. dollar notional value of \$9.3 million. A hypothetical 10% increase in March 31, 2009 forward exchange rates would result in a \$0.9 million increase in the fair value of these contracts.

Interest rate sensitivity. We are exposed to changes in interest rates primarily as a result of borrowing and investing activities used to maintain liquidity and fund business operations. Because of the relatively short maturities of temporary investments and the variable rate nature of industrial development debt, these financial instruments are reported at carrying values that approximate fair values.

We have \$92.0 million of fixed rate debt which matures at various dates through 2021. The incremental increase in the fair value of fixed rate long term debt resulting from a hypothetical 10% decrease in interest rates would be approximately \$1.7 million. However, our sensitivity to interest rate declines and the corresponding increase in the fair value of our debt portfolio would unfavorably affect earnings and cash flows only to the extent that we elected to repurchase or retire all or a portion of our fixed rate debt portfolio at prices above carrying values.

Item 4. CONTROLS AND PROCEDURES

- (a) *Evaluation of disclosure controls and procedures.* Based on their evaluation as of the end of the period covered by this Form 10-Q, the Company's principal executive officer and principal financial officer have concluded that the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")) are effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms.
- (b) *Changes in internal control.* There were no changes in the Company's internal control over financial reporting that occurred during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION**Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

(c) Issuer Purchases of Equity Securities

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased As Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs</u>
January 1 – January 31, 2009	1,682	\$ 19.62	—	2,482,172
February 1 – February 28, 2009	—	—	—	2,668,505
March 1 – March 31, 2009	4,155	17.79	—	2,432,578

On November 2, 2005, the Board of Directors authorized the purchase of up to \$100 million of common stock from time to time in private transactions and on the open market. The share purchase program has no expiration date. The maximum shares that may yet be purchased is calculated based on the dollars remaining under the program and the respective month-end closing share price.

We do not have any other share repurchase programs.

Shares purchased during January and March 2009 related to stock compensation transactions.

Item 6. EXHIBITS

(a) Exhibits

10.1*	Form of Change-in-Control Severance Agreements between the registrant and its executive officers
10.2*	Supplemental Executive Retirement Plan, effective January 1, 2008
10.3*	Supplemental Pension Plan, as amended and restated effective January 1, 2005
10.4*	2005 MSA Supplemental Savings Plan, effective January 1, 2005
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. (S)1350

* The exhibits marked by an asterisk are management contracts or compensatory plans or arrangements.

SIGNATURE

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

April 30, 2009

MINE SAFETY APPLIANCES COMPANY

/s/ Dennis L. Zeitler

Dennis L. Zeitler

Senior Vice President — Finance;

Duly Authorized Officer and Principal Financial Officer

CHANGE-IN-CONTROL SEVERANCE AGREEMENT

THIS CHANGE-IN-CONTROL SEVERANCE AGREEMENT ("Agreement") is made on _____, 2008, by and between Mine Safety Appliances Company, a Pennsylvania corporation (the "Company"), and _____ (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel; and

WHEREAS, the Company's Board of Directors recognizes that, as is the case with many publicly held corporations, the possibility of a change in control exists and that such possibility, and the uncertainty which it may engender among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board of Directors has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control;

NOW, THEREFORE, in consideration of the premises and the respective covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. The definitions of capitalized terms used in this Agreement (if not provided where a capitalized term initially appears) are provided in the last Section hereof.

2. Term of Agreement. The Term of this Agreement shall commence on the date hereof and end on December 31, 2010, unless further extended as hereinafter provided. Commencing on January 1, 2010 and each January 1 thereafter, the Term shall automatically be extended for one additional year unless, not later than September 30 of the preceding year, the Company or the Executive shall have given notice not to extend the Term; provided, however, that if a Change in Control shall have occurred during the Term, the Term shall expire no earlier than twenty-four (24) months beyond the month in which such Change in Control occurred.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants set forth in Section 4 hereof, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described herein. No Severance Payments shall be payable under this Agreement unless there shall have been (or, under the terms of the second sentence of Section 6.1 hereof, there shall be deemed to have been) a termination of the Executive's employment with the Company on or after a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. Executive's Covenants. The Executive agrees that, subject to the terms and conditions of this Agreement, in the event of a Potential Change in Control during the Term, the Executive will remain in the employ of the Company until the earliest of (i) a date which is six (6) months from the date of such Potential Change in Control, (ii) the date of a Change in Control, (iii) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or Retirement, or (iv) the termination by the Company of the Executive's employment for any reason.

5. Compensation Other Than Severance Payments.

5.1 After a Change in Control and during the Term, during any period that the Executive fails to perform the Executive's full-time duties with the Company as a result of incapacity due to physical or mental illness, the Company shall pay the Executive's full salary to the Executive at the rate in effect at the commencement of any such period (on the regularly scheduled payment dates), together with all compensation and benefits payable to the Executive under the terms of any compensation or benefit plan, program or arrangement maintained by the Company during such period (in accordance with and at the times specified in such plans, programs and arrangements), until the Executive's employment is terminated by the Company for Disability; provided, however, that such salary payments shall be reduced by the sum of the amounts, if any, payable to the Executive at or prior to the time of any such salary payment under disability benefit plans of the Company or under the Social Security disability insurance program, which amounts were not previously applied to reduce any such salary payment.

5.2 If the Executive's employment shall be terminated for any reason (other than Disability) on or after a Change in Control and during the Term, the Company shall pay the Executive's full salary to the Executive through the Date of Termination at the rate in effect immediately prior to the Date of Termination or, if higher, the rate in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason (on the regularly scheduled payment dates), together with all compensation and benefits payable to the Executive through the Date of Termination under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason (in accordance with and at the times specified in such plans, programs and arrangements).

5.3 If the Executive's employment shall be terminated for any reason on or after a Change in Control and during the Term, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

6. Severance Payments; Legal Expenses.

6.1 If the Executive's employment is terminated on or after a Change in Control and during the Term, (i) by the Company without Cause or (ii) by the Executive with Good Reason, then the Company shall pay the Executive the amounts (and provide the Executive the benefits) described in this Section 6.1 (together, the "Severance Payments"), in addition to any payments and benefits to which the Executive is entitled under Section 5 hereof. For purposes of this Agreement, the Executive's employment shall be deemed to have been terminated after a Change in Control by the Company without Cause or after a Change in Control by the Executive with Good Reason, if (i) the Executive's employment is terminated by the Company without Cause prior to a Change in Control and such termination was at the request or direction of a Person who has entered into an agreement with the Company the consummation of which would constitute a Change in Control, (ii) the Executive terminates the Executive's employment for Good Reason prior to a Change in Control and the circumstance or event which constitutes Good Reason occurs at the request or direction of such Person, or (iii) the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason and such termination or the circumstance or event which constitutes Good Reason is otherwise in connection with or in anticipation of a Change in Control, provided, however, that the Change in Control referenced in clause (i), (ii) or (iii) of this sentence, as applicable, actually occurs and that the termination referenced therein occurs within the six-month period immediately preceding the Change in Control. For purposes of this Agreement, termination of the Executive's employment "by the Company without Cause" shall not include termination by the Company for Disability or termination by reason of the Executive's death.

(A) In lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination and in lieu of any severance benefit or separation pay otherwise payable to the Executive, the Company shall pay to the Executive a lump sum severance payment, in cash, equal to three times the sum of (i) the Executive's base salary as in effect immediately prior to the Date of Termination (or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason), and (ii) the average annual bonus earned by the Executive pursuant to any annual bonus or incentive plan maintained by the Company in which the Executive participated in respect of the two fiscal years ending immediately prior to the fiscal year in which occurs the Date of Termination (or, if higher, immediately prior to the fiscal year in which occurs the first event or circumstance constituting Good Reason); provided, however, that if the Executive has been employed by the Company for less than the full applicable two-year period, and there is only one bonus earned by the Executive in the applicable two-year period, the average annual bonus will be deemed to equal the bonus so earned; and, provided further that if the Executive has been so recently hired by the Company that he has not earned any annual bonus which can be used to calculate an average annual bonus pursuant to this provision, he shall be deemed to have earned an average annual bonus determined by multiplying his applicable base salary by a fraction, the numerator of which is the total of the average annual bonuses of all employees of the Company who have severance agreements with the Company immediately prior to the Executive's Date of Termination and the denominator of which is the total of the applicable base salaries of such employees (as such terms are defined in their respective severance agreements). Notwithstanding anything in the foregoing provisions of this Section 6.1(A) to the contrary (and whether a termination described in the first paragraph of this Section 6.1 actually occurs on or after a Change in Control or is

deemed to occur after a Change in Control), if the Change in Control event does not constitute (under Code section 409A) a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company, then an amount equal to the amount that would have been paid under the Company's Separation Pay Plan for Salaried Employees, upon a termination other than "For Cause" (as defined in the plan) that would qualify the Executive for separation pay thereunder had a Change in Control not occurred, shall be paid at the time and in the manner provided in the plan and the remaining amounts payable under this Section 6.1(A) shall be paid in lump sum.

(B) For the thirty-six (36) month period immediately following the Date of Termination, the Company shall arrange to provide the Executive and the Executive's dependents with medical and dental insurance benefits substantially similar to those "provided" (determined in accordance with the next sentence hereof) to the Executive and the Executive's dependents immediately prior to the Date of Termination or, if more favorable to the Executive, those "provided" to them immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to the Executive than the cost to the Executive of the medical and dental insurance benefits to which the Executive was actually entitled immediately prior to such date or occurrence. The Company shall provide such post-termination benefits under its medical and dental plans, to the extent that the Executive's continued participation is possible under the general terms and provisions of such plans. To the extent that such participation is not possible, the Company shall arrange to otherwise provide the Executive with such post-termination benefits.

For the thirty-six (36) month period immediately following the Date of Termination, the Company shall arrange to provide the Executive with life and accident insurance benefits substantially similar to those provided to the Executive immediately prior to the Date of Termination or, if more favorable to the Executive, those provided to the Executive immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to the Executive than the cost to the Executive immediately prior to such date or occurrence.

Benefits otherwise receivable by the Executive pursuant to this Section 6.1(B) shall be reduced to the extent benefits of the same type are received by or made available to the Executive by a successor employer during the thirty-six (36) month period following the Executive's termination of employment (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive); provided, however, that the Company shall reimburse the Executive for the excess, if any, of the cost of such benefits to the Executive over the cost of the Executive's actual medical, dental, life and accident insurance benefits immediately prior to the Date of Termination or, if more favorable to the Executive, the first occurrence of an event or circumstance constituting Good Reason.

(C) If the Executive would have become entitled to benefit coverage under the Company's post-retirement health care plan, as in effect immediately prior to the Date of Termination (or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason), had the Executive's employment terminated subsequent to the Date of Termination, on a date which would occur during the period of thirty-six (36) months immediately following the Date of Termination, the

Company shall provide such post-retirement health care benefit coverage to the Executive and the Executive's dependents commencing on the later of (i) the date on which such coverage would have first become available, and (ii) the date on which benefits described in Section 6.1(B) hereof terminate.

(D) Any part of any benefit under Section 6.1(B) or (C) hereof that is subject to Code section 409A shall be provided in a manner such that the amount of expenses eligible for reimbursement, or in-kind benefits provided, during the Executive's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of the Executive. The reimbursement of an eligible expense shall be made promptly upon submission of satisfactory documentation to the Company, but, in any event, on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

6.2 (A) Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit received or to be received by the Executive in connection with a Change in Control or the termination of the Executive's employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person) (all such payments and benefits, including the Severance Payments, being hereinafter called "Total Payments") would be subject (in whole or part), to the Excise Tax, then, after taking into account any reduction in the Total Payments provided by reason of Code section 280G in such other plan, arrangement or agreement, the cash Severance Payments shall first be reduced, and the noncash Severance Payments shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments) is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments). If the immediately preceding sentence requires the reduction of the noncash Severance Payments, the order in which they shall be reduced is the following: (i) the thirty six (36) months of life and accident insurance benefits under the second paragraph of Section 6.1(B) hereof, (ii) the rights, if any, resulting from a deemed later termination under Section 6.1(C) hereof with respect to benefit coverage under the Company's post-retirement health care plan, and (iii) the thirty six (36) months of medical and dental insurance benefits under the first paragraph of Section 6.1(B) hereof.

(B) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Code section 280G(b) shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel ("Tax Counsel") reasonably acceptable to the Executive and selected by the accounting firm (the "Auditor") which was, immediately prior to the Change in Control, the Company's registered public accounting firm, does not constitute a "parachute payment" within the meaning of Code section 280G(b)(2) (including by reason of Code section 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which,

in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of Code section 280G(b)(4)(B), in excess of the Base Amount allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of Code sections 280G(d)(3) and (4).

(C) At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

6.3 Notwithstanding any other provisions of this Agreement (including the following sentences of this Section 6.3), to the extent that payments of any amounts or benefits under Section 6.1 hereof are subject to Code section 409A, payment of such amounts or benefits shall be delayed until the Executive has incurred a separation from service under Code section 409A, and may be further delayed subject to Section 6.5 hereof. Subject to the immediately preceding sentence, the payments provided to the Executive or for the Executive's benefit in Section 6.1(A) shall be made not later than the fifth (5th) business day following the Date of Termination (or, in the case of a termination which is deemed to occur after a Change in Control pursuant to the first paragraph of Section 6.1, following the date (within six months immediately following such termination) a Change in Control event constituting under Code section 409A a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company occurs); provided, however, that if the amounts of such payments, and the limitation on such payments set forth in Section 6.2 hereof, cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate of the payments under Section 6.1(A), the estimate to be of the minimum amount of such payments to which the Executive is clearly entitled, and shall pay the remainder of such payments (together with interest on the unpaid remainder (or on all such payments to the extent the Company fails to make such payments when due) at 120% of the rate provided in Code section 1274(b)(2)(B)) as soon as the amount thereof can be determined but in no event later than the thirtieth (30th) day after the Date of Termination. In the event that the Company subsequently determines that the amount of the estimated payments exceeds the amount that actually was due, the Company shall demand re-payment of such excess amount on the fifth (5th) business day after such determination, and the excess amount shall be payable on the fifth (5th) business day after demand by the Company (together with interest at 120% of the rate provided in Code section 1274(b)(2)(B)). At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

6.4 The Company also shall pay to the Executive all reasonable legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any

benefit or right provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Code section 4999 to any payment or benefit provided hereunder. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require; provided, however, that in no event shall payments be made later than the last day of the Executive's taxable year following the taxable year in which the fee or expense was incurred. Notwithstanding the preceding provisions of this Section 6.4, in the event that the Executive does not prevail on at least one material issue in the relevant dispute or other proceeding, the Executive shall repay any amount previously paid by the Company pursuant to this Section 6.4 in respect of such dispute or other proceeding within ten (10) days of the final resolution thereof.

6.5 Notwithstanding any provision of this Agreement to the contrary, if the Executive is deemed to be a Specified Employee, payment of amounts and benefits payable under this Agreement which are subject to Code section 409A shall commence no earlier than the earlier of (i) the first day of the first month commencing at least six (6) months following the Executive's "separation from service" with the Company (within the meaning of Code section 409A) or (ii) the Executive's date of death. During the waiting period, such amounts shall accumulate with interest (at 120% of the rate provided in Code section 1274(b)(2)(B)) and such amounts shall be paid with such interest on the applicable delayed payment date.

7. Termination Procedures.

7.1 Notice of Termination. After a Change in Control and during the Term, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 10 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Further, a Notice of Termination for Cause is required to include a copy of a resolution duly adopted by a majority of the entire Board finding that, in the opinion of the Board, the Executive was guilty of conduct set forth in clause (i), (ii) or (iii) of the definition of Cause herein, specifying the particulars thereof in detail.

7.2 Date of Termination. "Date of Termination," with respect to any purported termination of the Executive's employment after a Change in Control and during the Term, shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the full-time performance of the Executive's duties during such thirty (30) day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than fifteen (15) days nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

8. No Mitigation; Limited Offset. The Company agrees that, if the Executive's employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6 hereof. Further, the amount of any payment or benefit provided for in this Agreement (other than Section 6.1(B) hereof) shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

9. Successors; Binding Agreement.

9.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement (prior to the effectiveness of any succession) in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

9.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, each such amount, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Executive, to the address inserted below the Executive's signature on the final page hereof and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

Mine Safety Appliances Company
RIDC Industrial Park
121 Gamma Drive
Pittsburgh, Pennsylvania 15238
Attention: Secretary and General Counsel

11. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by

either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Sections 6 and 7 hereof) shall survive such expiration.

12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

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

14. Settlement of Disputes; Arbitration.

14.1 All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Committee and shall be in writing. Any denial by the Committee of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Committee shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Committee a decision of the Committee within sixty (60) days after notification by the Committee that the Executive's claim has been denied.

14.2 Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Pittsburgh, Pennsylvania in accordance with the rules of the American Arbitration Association then in effect; provided, however, that the evidentiary standards set forth in this Agreement shall apply. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding any provision of this Agreement to the contrary, the Executive shall be entitled to seek specific performance of the Executive's right to be paid during the pendency of any dispute or controversy arising under or in connection with this Agreement.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(A) “Affiliate” shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(B) “Auditor” shall have the meaning set forth in Section 6.2 hereof.

(C) “Base Amount” shall have the meaning set forth in Code section 280G(b)(3).

(D) “Beneficial Owner” shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(E) “Board” shall mean the Board of Directors of the Company.

(F) “Cause” for termination by the Company of the Executive’s employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive’s duties with the Company (provided that neither any such failure resulting from the Executive’s incapacity due to physical or mental illness nor any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 7.1 hereof shall be regarded as “willful” for purposes of this Section 15(F)) after a written demand for substantial performance is delivered to the Executive by the Company, which demand specifically identifies the manner in which the Company believes that the Executive has not substantially performed the Executive’s duties, (ii) the engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise, or (iii) the Executive’s conviction of, or plea of nolo contendere to, a felony. For purposes of clause (i) of this definition, no act, or failure to act, on the Executive’s part shall be deemed “willful” unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive’s act, or failure to act, was in the best interest of the Company.

(G) A “Change in Control” shall be deemed to have occurred if the event set forth in any one of the following paragraphs of this Section 15(G) shall have occurred:

(I) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (III) below; or

(II) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(III) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least fifty-one percent (51%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or

(IV) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty-one percent (51%) of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the voting securities of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

(H) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(I) "Committee" shall mean (i) the individuals (not fewer than three in number) who, on the date six months before a Change in Control, constitute the Compensation Committee of the Board, plus (ii) in the event that fewer than three individuals are available from the group specified in clause (i) above for any reason, such individuals as may be appointed by the individual or individuals so available (including for this purpose any individual or individuals previously so appointed under this clause (ii)); provided, however, that the maximum number of individuals constituting the Committee shall not exceed five.

(J) "Company" shall mean Mine Safety Appliances Company, a Pennsylvania corporation and, except in determining under Section 15(G) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(K) "Date of Termination" shall have the meaning set forth in Section 7.2 hereof.

(L) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six (6) consecutive months, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.

(M) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(N) "Excise Tax" shall mean any excise tax imposed under Code section 4999.

(O) "Executive" shall mean the individual named in the first paragraph of this Agreement.

(P) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) on or after any Change in Control, or prior to a Change in Control under the circumstances described in clauses (ii) and (iii) of the second sentence of Section 6.1 hereof (treating all references in paragraphs (I) through (VIII) below to a "Change in Control" as references to a "Potential Change in Control"), of any one of the following acts by the Company, or failures by the Company to act; provided, however, that the Executive must provide notice to the Company of any such act or failure to act within ninety (90) days of the initial existence of such act or failure to act, and, if the Company remedies and corrects such act or failure to act during the period of at least thirty (30) days provided in the Executive's notice, such act or failure to act shall not constitute "Good Reason" under this Agreement:

(I) the assignment to the Executive of any duties inconsistent with the Executive's status as an executive officer of the Company or a material diminution in the Executive's authority, duties or responsibilities from those in effect immediately prior to the Change in Control;

(II) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time;

(III) the relocation of the Executive's principal place of employment to a location more than thirty-five (35) miles from the Executive's principal place of employment immediately prior to the Change in Control or the Company's requiring the Executive to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Company's business to an extent substantially consistent with the Executive's present business travel obligations;

(IV) the failure by the Company to pay to the Executive any portion of the Executive's current compensation, or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(V) the failure by the Company to continue in effect any compensation plan in which the Executive participates immediately prior to the Change in Control which is material to the Executive's total compensation, including but not limited to the Company's annual incentive plan, the 2008 Management Equity Incentive Plan, the Supplemental Savings Plan or the Supplemental Pension Plan or any substitute plans adopted prior to the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount or timing of payment of benefits provided and the level of the Executive's participation relative to other participants, as existed immediately prior to the Change in Control;

(VI) the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, savings, life insurance, medical, health and accident, or disability plans in which the Executive was participating immediately prior to the Change in Control or the taking of any other action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit, with the exception of vacation entitlement, enjoyed by the Executive at the time of the Change in Control. Changes to the above benefits required by law, and changes to vacation entitlement, shall not be deemed Good Reason.

(VII) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 7.1 hereof; for purposes of this Agreement, no such purported termination shall be effective; or

(VIII) a failure of a successor to assume this Agreement in accordance with Section 9.1 hereof.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's failure to substantially perform his duties with the company resulting from the Executive's incapacity due to physical or mental illness (which failure would not constitute "Cause" under Section 15(F) hereof). The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

(Q) "Notice of Termination" shall have the meaning set forth in Section 7.1 hereof.

(R) "Pension Plans" shall mean all tax-qualified and non-qualified supplemental or excess benefit pension plans maintained by the Company and any other plan or agreement entered into between the Executive and the Company which is designed to provide the Executive with supplemental retirement benefits.

(S) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an

underwriter temporarily holding securities pursuant to an offering of such securities, (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, or (v) any individual or entity (including the trustees (in such capacity) of any such entity which is a trust) which is, directly or indirectly, the Beneficial Owner of securities of the Company representing five percent (5%) or more of the combined voting power of the Company's then outstanding securities immediately before the date hereof or any Affiliate of any such individual or entity, including, for purposes of this Section 15(S), any of the following: (A) any trust (including the trustees thereof in such capacity) established by or for the benefit of any such individual; (B) any charitable foundation (whether a trust or a corporation, including the trustees or directors thereof in such capacity) established by any such individual; (C) any spouse of any such individual; (D) the ancestors (and spouses) and lineal descendants (and spouses) of such individual and such spouse; (E) the brothers and sisters (whether by the whole or half blood or by adoption) of either such individual or such spouse; or (F) the lineal descendants (and their spouses) of such brothers and sisters.

(T) "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(I) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(II) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

(III) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates); or

(IV) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(U) "Retirement" shall be deemed the reason for the termination by the Executive of the Executive's employment if such employment is terminated in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees.

(V) "Specified Employees" shall mean the employees determined each year pursuant to the Company's procedures and consistent with Code section 409A to be "specified employees" within the meaning of Code section 409A by reason of being "key employees" within the meaning of Code section 416(i)(A)(i), (ii) or (iii) on the relevant "specified employee identification date" (as defined in the regulations under Code section 409A).

(W) "Severance Payments" shall have the meaning set forth in Section 6.1 hereof.

(X) "Tax Counsel" shall have the meaning set forth in Section 6.2 hereof.

(Y) "Term" shall mean the period of time described in Section 2 hereof (including any extension, continuation or termination described therein).

(Z) "Total Payments" shall mean those payments so described in Section 6.2 hereof.

Mine Safety Appliances Company

Douglas K. McClaine
Vice President, Secretary and General Counsel

Executive

MINE SAFETY APPLIANCES COMPANY
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Effective January 1, 2008

MINE SAFETY APPLIANCES COMPANY
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

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PREAMBLE

Mine Safety Appliances Company (the "Company") hereby establishes this Supplemental Executive Retirement Plan (the "Plan") effective January 1, 2008 as provided below.

WHEREAS, the Company had previously established an executive benefit plan known as the "Executive Insurance Program" (the "EIP") which provided both pre-retirement life insurance and post-retirement income benefits to eligible members of the Company's senior management; and

WHEREAS, when Congress enacted the American Jobs Creation Act of 2004, that Act contained a new section of the Internal Revenue Code, Section 409A, which imposed a new set of rules on plans or programs which provided deferred compensation to employees.

WHEREAS, the payment of post-retirement income benefits is treated as deferred compensation under Code Section 409A, and subjected the EIP to the new rules; and

WHEREAS, the Company accordingly decided to terminate the EIP and to replace it with the Plan; and

WHEREAS, the Plan is an unfunded plan of deferred compensation subject to Internal Revenue Code Section 409A, is subject to FICA taxes in accordance with the non-account balance provisions of Internal Revenue Code Section 3121, and is an unfunded, nonqualified plan of deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended.

NOW THEREFORE, the Plan is hereby established as follows:

ARTICLE I

DEFINITIONS

Whenever the following initially capitalized words and phrases are used in the Plan, they shall have the meanings specified below unless the context clearly indicates a different meaning:

1.1 “**Administrator**” means the Employee Benefit Administrative Committee.

1.2 “**Affiliate**” means an “Affiliate” within the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

1.3 “**Beneficiary**” means the natural or legal person or persons, entity or entities who were last designated by the Participant pursuant to any beneficiary designation made in accordance with the provisions of Section 2.6(d).

1.4 “**Beneficial Owner**” means a “Beneficial Owner” as set forth in Rule 13d-3 under the Exchange Act.

1.5 “**Board**” means the Board of Directors of Mine Safety Appliances Company.

1.6 A “**Change in Control**” of the Company shall be deemed to have occurred if the event set forth in any one of the following paragraphs of this Section 1.6 shall have occurred, to the extent that such event would also constitute a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Code Section 409A(a)(2)(A)(v) and the regulations promulgated thereunder:

(i) Any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (iii) below; or

(ii) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date of execution hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date of execution hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(iii) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least fifty-one percent (51%) of the combined voting power of the securities of the Company or

such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or

(iv) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty-one percent (51%) of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the voting securities of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

1.7 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.8 “**Compensation Committee**” means the Compensation Committee of the Board of Directors of Mine Safety Appliances Company.

1.9 “**Company**” means Mine Safety Appliances Company, including any subsidiaries or affiliates, or any successor thereto.

1.10 “**Eligible Employee**” means any member of senior management, including the Chief Executive Officer, Chief Operating Officer, a President, Vice President or Executive Vice President, all as formally designated by the Chief Executive Officer from time to time.

1.11 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

1.12 “**Participant**” means an Eligible Employee who had been a participant in the Executive Insurance Plan prior to January 1, 2008. A list of those Participants is attached as Appendix A. An Eligible Employee not a participant in the Executive Insurance Plan shall become a Participant in this Plan on the date he is designated as a participant by the Chief Executive Officer.

1.13 “**Person**” means a “Person” within the meaning of Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, or (v) any individual or entity (including the trustees (in such capacity) of any such entity which is a trust) which is, directly or indirectly, the Beneficial Owner of securities of the Company representing five percent (5%) or more of the combined voting power of the Company’s then outstanding securities immediately before the date of execution hereof or any Affiliate of any such individual or entity, including, for purposes of this Section 1.13, any of the following: (A) any trust (including the trustees

thereof in such capacity) established by or for the benefit of any such individual; (B) any charitable foundation (whether a trust or a corporation, including the trustees or directors thereof in such capacity) established by any such individual; (C) any spouse of any such individual; (D) the ancestors (and spouses) and lineal descendants (and spouses) of such individual and such spouse; (E) the brothers and sisters (whether by the whole or half blood or by adoption) of either such individual or such spouse; or (F) the lineal descendants (and their spouses) of such brothers and sisters.

1.14 "**Plan**" means the Mine Safety Appliances Company Supplemental Executive Retirement Plan, effective January 1, 2008, as set forth herein and as may be amended from time to time hereafter.

1.15 "**Retirement**" means a Separation from Service after meeting the requirements for Vested Participant status.

1.16 "**Separation from Service**" means a termination of employment from the Company and all controlled group members, within the meaning of Code Section 409A and as the same may be reasonably determined by the Administrator.

1.17 "**SERP Benefit**" means the benefit described in Article II.

1.18 "**Vested Participant**" means a Participant whose attained age is at least (fifty-five) 55, and whose combined age and service with the Company (in whole years and months) equals or exceeds seventy (70), and as a result, has become entitled to receive the SERP Benefit described in Article II.

ARTICLE II

SERP BENEFIT

2.1 Eligibility for a SERP Benefit. A Vested Participant shall become eligible to receive a SERP Benefit as of the date of his Retirement.

2.2 Amount of the SERP Benefit. The aggregate amount of the SERP Benefit a Vested Participant shall be entitled to receive shall be based upon the Vested Participant's title at the time of the Vested Participant's Retirement according to the attached Appendix A or Appendix B whichever is applicable. However, the Compensation Committee of the Board shall have the authority to increase the amount of a Participant's SERP Benefit at their sole discretion.

2.3 Form of Payment. The actual payment of the SERP Benefit shall be in the form of a series of approximately equal periodic payments over a period of fifteen (15) years. Each such payment to be equal to the quotient of the aggregate SERP Benefit divided by the number of payments to be made. No interest shall accrue on any unpaid benefit amounts.

2.4 Commencement of the SERP Benefit. Following a Vested Participant's Retirement, the Vested Participant shall commence to receive the SERP Benefit on the first day of the seventh (7th) month following the month in which the Vested Participant's Retirement occurs. The first payment shall be equal to the sum of seven (7) monthly payments (the six payments delayed plus the payment due at the beginning of the seventh (7th) month) and shall include interest on the delayed payments calculated at the prime rate specified in the Northeast Edition of the Wall Street Journal on the first day of the delay period. All payments shall be payable as soon as administratively feasible on or after the first day of each successive month, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time.

2.5 Effect of a "Change in Control". Notwithstanding any other provision of this Plan, if a Vested Participant incurs a Separation from Service on or within the two (2)-year period immediately following a Change in Control, the Company shall pay to the Vested

Participant a lump sum amount equal to the aggregate SERP amount described in Section 2.2. Such payment shall be made as soon as administratively feasible on or after the first day of the seventh (7th) month following the month of the Vested Participant's Separation from Service, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time.

2.6 Death Benefits.

(a) Before Retirement. If a Vested Participant has a Separation from Service due to death prior to Retirement, a death benefit equal to the aggregate SERP amount shall be paid to the Participant's surviving spouse, if living, in a series of approximately equal periodic payments over a period of fifteen (15) years. If the Participant is not vested, or if the Participant is not married, no death benefits will be paid.

(b) After Retirement. If a Participant dies after Retirement, the Participant's Beneficiary shall receive the remaining payments of the SERP Benefit that would have been payable to the Participant if he had survived, except that the 6-month delay set forth in Section 2.4 shall not apply and the form of payment shall be a continuation of the monthly payments described in of Section 2.3. If there is no designated Beneficiary, or if the named Beneficiary predeceased the Participant, the remaining unpaid balance of the SERP Benefit shall be paid to the Participant's estate. If the Beneficiary dies before all remaining SERP Benefits have been paid, the remaining unpaid balance of the SERP Benefit shall be paid to the Beneficiary's estate.

(c) After a Change in Control. If a Participant becomes entitled to a SERP Benefit described in Section 2.5, but dies before the initial payment date, the Company shall pay to the Vested Participant's surviving spouse, if living, a lump sum amount equal to the aggregate SERP amount described in Section 2.2. Such payment shall be made within thirty (30) days of the date of the Participant's death. If there is no surviving spouse and no other Beneficiary has been named, the lump sum shall be paid to the Participant's estate.

(d) Beneficiary Designation. Each Participant shall have the right to designate and from time to time change the designation of a Beneficiary to receive any benefits which may be payable hereunder in the event of the death of the Participant.

2.7 Effect of Reemployment. In the event that a Participant has retired, has commenced the receipt of SERP Benefits under this Article II and is subsequently reemployed by the Company, the payment of the SERP Benefits shall cease during the Participant's period of reemployment. Upon the occurrence of a subsequent Retirement, the SERP Benefits shall resume at the same level with the remaining balance paid over the remainder of the fifteen (15) year payment period. However, if the Participant is in a higher position at the time of the subsequent Retirement, the amount of SERP Benefit the Participant is entitled to on the subsequent Retirement shall be calculated using the higher benefit amount listed in the Table of Benefit Amounts, reduced for the dollar amount of the SERP Benefits received prior to the Participant's reemployment. The net balance shall be paid over the remainder of the fifteen (15) year payment period.

ARTICLE III

FUNDING AND PARTICIPANT'S INTEREST

3.1 Unfunded SERP. The Plan shall be unfunded and no trust is created by the existence of the Plan. There will be no funding of any SERP Benefit; provided, however, that nothing herein shall prevent the Company from establishing one or more grantor trusts or other dedicated funding sources from which SERP Benefits may be paid. Notwithstanding the establishment of one or more grantor trusts or other dedicated funding sources from which SERP Benefits may be paid, the right of a Participant to receive SERP Benefits shall constitute an unsecured contractual obligation by the Company to make benefit payments in the future, and all such benefits shall be deemed to be paid from the general assets of the Company.

3.2 Participant's Interest in Plan. A Participant has an interest only in the contractual right to receive SERP Benefits described in Article II. A Participant has no rights or interests in any specific funds, stock or securities of the Company by reason of participation in the Plan and entitlement to a SERP Benefit. Nothing in the Plan shall be interpreted as a guaranty that any funds in a grantor trust or the assets of the Company will be sufficient to pay the SERP Benefit. The right of any Participant or Beneficiary to a SERP Benefit shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE IV

GENERAL PROVISIONS

4.1 Administration.

(a) Generally. The Plan shall be administered by the Administrator. The Administrator is hereby authorized to delegate any part or all of its duties to such other administrators as it may appoint.

(b) Duties. The Administrator (or its delegate) shall perform the duties required, and shall have the powers necessary, to administer the Plan and carry out the provisions thereof.

(c) Powers. The powers of the Administrator (or its delegate) shall be as follows:

(1) To determine any question arising in connection with the Plan (and its decision or action in respect thereof shall be final, conclusive and binding upon the Company and the Participants and other individual interested herein);

(2) To engage the services of counsel or an attorney (who may be counsel or attorney for the Company) and an actuary, if it deems necessary, and such other agents or assistants as it deems advisable for the proper administration of the Plan; and

(3) To receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan.

(d) Records and Reports. The Administrator shall keep a record of proceedings and actions and shall maintain or cause to be maintained all such books of account, records, and other data as shall be necessary for the proper administration of the Plan. Such records shall contain all relevant data pertaining to Participants and their rights under this Plan.

The Administrator shall have the duty to carry into effect all rights or benefits provided under the Plan to the extent assets of the Company are properly available.

(e) Interpretation. The Administrator may reasonably take any action, correct any defect, supply any omission or reconcile any inconsistency in the Plan, or in any Beneficiary designation under the Plan, in the manner and to the extent it shall deem necessary to carry this Plan into effect or to carry out the Company's intent and purposes in adopting the Plan. Any decision, interpretation or other action made or taken in good faith by the Administrator arising out of or in connection with the Plan, shall be within its reasonable discretion, and shall be final, binding and conclusive on the Company and all Participants and Beneficiaries and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided in this Article IV. The Administrator's determinations hereunder need not be uniform or consistent.

4.2 Claim and Appeal Procedure.

(a) Application for Benefits. In the event of a claim by a Participant or other person for or in respect to any benefit under the Plan, such Participant or other person (the "Claimant") shall present the reason for the claim in writing to the Administrator or to such other person or entity designated and communicated by the Administrator.

(b) Claims and Appeals.

1. In the event a claim for benefits is denied by the Administrator, written notice of the denial will be provided within ninety (90) days after receipt of the claim, or within one hundred and eighty (180) days if special circumstances require an extension of time (in which event the Claimant will be notified in writing of the delay during the initial ninety (90)-day period and the notice will indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the benefit determination). The notice shall set forth:

- a. the specific reason(s) for the denial;

- b. specific reference to the Plan provisions on which the denial is based;
- c. a description of any additional material or information which must be submitted to perfect the claim, and an explanation of why such material of information is necessary;
- d. an explanation of the Plan's review procedure; and
- e. the time limits applicable to the Plan's review procedure and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

2. The Claimant shall have sixty (60) days after the day on which such written notice of denial is received, in which to apply (in person or by his authorized representative) to the Administrator in writing for a full and fair review of the denial of his claim. In connection with such review, the Claimant (or his representative) shall be afforded reasonable opportunity to review pertinent documents, and may submit issues and comments in writing. In addition, the Claimant (or his representative) shall have the right to submit documents, records, and other information relating to the claim for benefits, and shall be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for benefits. At the Committee's sole option, it may arrange for a written or oral hearing or to meet personally with the Claimant and/or representative for the purpose of hearing the claimant's contentions and such relevant evidence as the Claimant may wish to offer.

3. The Administrator will issue its decision on review within sixty (60) days after receipt of the request for review, or within one hundred and twenty (120) days if special circumstances require an extension of time after receipt of the request for review. (Written notice of any such extension will be furnished to the Claimant before the commencement of such extension, and the notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the determination on review.) The decision will be in writing and set forth specific reasons for the decision and specific references to pertinent Plan provisions on which the decision is based. In addition, the written notice of the decision denying a claim will contain:

a. a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records, and other information relevant to the claimant's claim for benefits, and

b. a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

4. The Administrator's review shall take into account all comments, documents, records, and other information submitted by the Claimant (or his representative), without regard to whether such information was submitted or considered in the initial benefit determination.

5. For purposes of this Section 4.2, Plan information is considered "relevant" to a claimant's claim if such document, record, or other information

a. was relied upon in making the benefit determination;

b. was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the determination; or

c. demonstrates compliance with the Plan's review procedures and that, if appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

(b) Statute of Limitations. Notwithstanding the foregoing, an action brought under ERISA Section 502(a), if any, must be commenced within one (1) year after the claimant's receipt of the denial of any appeal pursuant to this Section 4.2(b)(3), without regard to any state or federal statutes establishing provisions relating to limitations of actions.

(c) Failure to Follow Claims Procedure. If a Claimant does not follow the procedures set forth above, he shall be deemed to have waived the right to appeal benefit determinations under the Plan. In addition, all determinations by and decisions of the Administrator under this Section 4.2 shall be binding on and conclusive as to the claimant.

4.3 No Contract of Employment. This Plan shall not be construed to establish a guarantee of future or continued employment by the Company of any Participant.

4.4 Non-Alienation. Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment, whether voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish the same shall be void; nor shall any such distribution or payment be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such distribution or payment. If any Participant or Beneficiary is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish any such distribution or payment voluntarily or involuntarily, the Administrator, in its discretion, may hold or cause to be held or applied such distribution or payment or any part thereof to or for the benefit of such Participant or Beneficiary in such manner as the Administrator shall direct. The foregoing provisions of this Section 4.4 shall not apply to the extent provided in a domestic relations court order issued to a spouse or former spouse of a Participant in connection with a divorce if the order is determined by the Administrator to be proper under the Code to transfer tax liability to such spouse or former spouse and not violative of the terms of applicable law including Code Section 409A.

4.5 Payments to Minors or Incompetents. If the Administrator determines that any person entitled to payments under the Plan is a minor or incompetent by reason of physical or mental disability, it may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this provision shall completely discharge the Company, the Plan, and the Administrator.

4.6 No Effect on Other Compensation and Benefits. Nothing contained herein shall exclude or in any manner modify or otherwise affect any existing or future rights of any Participant to participate in and receive the benefits of any compensation, bonus, pension, life insurance, medical or other employee benefit plan or program to which he or she otherwise might be or become entitled as an officer or employee of the Company.

4.7 Construction: Choice of Laws. The provisions of the Plan shall be construed, administered and governed under the laws of the Commonwealth of Pennsylvania (including its statute of limitations provisions, but excluding its choice of law provisions) to the extent such laws are not preempted by ERISA or any other federal laws which may from time to time be applicable. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of Articles and Sections hereof are for convenience of reference only and are not to be taken into account in construing the provisions of this Plan.

4.8 Invalidity of Provisions. If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if said illegal and invalid provision had never been inserted herein.

4.9 Status. This Plan is not intended to satisfy the requirements for qualification under Code Section 401(a). It is intended to be a nonqualified plan that is not subject to ERISA except as required by applicable law. The Plan shall be construed and administered so as to effectuate this intent.

4.10 Expenses. The Company shall bear all expenses incurred by the Committee in administering this Plan.

4.11 Indemnification for Liability. The Company shall indemnify the Committee and the employees of the Company to whom the Committee delegates duties under this Plan, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with this Plan, unless the same is determined to be due to gross negligence or willful misconduct.

4.12 Successors. To the extent not automatically assumed by operation of law, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume the Company's obligations hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

4.13 Withholding Requirements. Payment of benefits under this Plan shall be subject to applicable withholding requirements.

4.14 Amendment and Termination. The Board shall have the right, at any time, to amend or terminate the Plan in whole or in part; provided, however, that no amendment or termination shall be permissible if it would reduce the amount of the SERP Benefit to which the Participant would have been entitled if he terminated employment on the effective date of the amendment or termination. The Company, upon review of the effectiveness of the Plan, may at any time recommend amendments to or termination of the Plan to the Board. The Board reserves the right, in its reasonable discretion, to completely terminate the Plan at any time, provided, however, that termination of the Plan shall not be a distribution event.

4.15 Limitation of Liability. Notwithstanding any provision herein to the contrary, the Company, nor any individual acting as employee or agent of the Company, shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan, unless attributable to fraud or willful misconduct on the part of the Company or any such agent of the Company, or a breach by the Company of any provision of the Plan that results in a reduction of the SERP Benefit.

IN WITNESS WHEREOF, Mine Safety Appliances Company has caused the Mine Safety Appliances Company Supplemental Executive Retirement Plan to be executed by its duly authorized officers this 19th day of December, 2008.

ATTEST: MINE SAFETY APPLIANCES COMPANY

Douglas K. McClaine
Secretary

By _____
Dennis L. Zeitler
Vice President, CFO, and Treasurer

Appendix A

Table of Plan Benefits for Participants On January 1, 2008

<u>Name</u>	<u>Title</u>	<u>Amount</u>
John T. Ryan	CEO	\$ 1,000,000
William M. Lambert	President and COO	\$ 750,000
Roberto Canizares	Exec. VP, President MSA Int'l.	\$ 750,000
Joseph A. Bigler	VP, President MSA North America	\$ 600,000
Kerry M. Bove	VP, Global Operational Excellence	\$ 600,000
Ronald N. Herring	VP, Global Product Leadership	\$ 600,000
Douglas K. McClaine	VP, Secretary, General Counsel	\$ 600,000
Steven C. Plut	VP, CIO	\$ 600,000
Paul R. Uhler	VP, Global Human Resources	\$ 600,000
Dennis L. Zeitler	Sr. VP and CFO	\$ 600,000

Appendix B

Table of Plan Benefits for New Participants After January 1, 2008

<u>Title</u>	<u>Amount</u>
CEO	\$1,000,000
President	\$ 750,000
Vice President	\$ 600,000

MINE SAFETY APPLIANCES COMPANY

SUPPLEMENTAL PENSION PLAN

As Amended and Restated
Effective January 1, 2005

MINE SAFETY APPLIANCES COMPANY

SUPPLEMENTAL PENSION PLAN

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MINE SAFETY APPLIANCES COMPANY

SUPPLEMENTAL PENSION PLAN

WHEREAS, Mine Safety Appliances Company (the "Company") maintains the Non-Contributory Pension Plan for Employees of Mine Safety Appliances Company (the "Pension Plan") for the benefit of its employees;

WHEREAS, the Pension Plan is a qualified plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Company adopted the Mine Safety Appliances Company Supplemental Pension Plan effective April 24, 1984, and as most recently amended and restated effective January 1, 2003 (the "Plan"), to provide certain employees of the Company with additional retirement income by supplementing the pension benefits provided to such employees under the Pension Plan to the extent benefits payable thereunder are limited by (i) Code Section 415; and (ii) Code Section 401(a)(17), and to provide for certain change in control protection of the supplemental benefits provided hereunder; and

WHEREAS, the Plan is intended to be an unfunded, nonqualified plan of deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, the Company has timely complied with Code Section 409A documentary requirements by designating in writing prior to January 1, 2008 the permissible distribution events and forms of payment under the Plan, as evidenced by resolutions adopted by the Board of Directors of the Company at a meeting held on November 6, 2007 and various writings prepared by the Company and its legal counsel for the purpose of documenting Plan design determinations; and

WHEREAS, the Company now wishes to amend and restate the Plan effective as of January 1, 2005 for the primary purpose of complying with Code Section 409A.

NOW THEREFORE, the Company hereby adopts the amended and restated Plan as set forth herein.

ARTICLE I

DEFINITIONS

The following definitions shall apply for purposes of the Plan, unless a different meaning is plainly indicated by the context:

1.1. “**Actual Death Benefit**” means the death benefit under the Pension Plan that is payable to the Spouse following the death of a Participant.

1.2. “**Actuarially Equivalent**” means an equivalent amount determined using the same assumptions utilized under the Pension Plan immediately prior to the Participant’s Separation from Service, or, if more favorable to the Participant, immediately prior to the Change in Control; provided, however, that for purposes of Sections 1.21 and 4.4, actuarial equivalence shall further be determined in accordance with Code Section 409A and the regulations thereunder.

1.3. “**Affiliate**” means an “Affiliate” within the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

1.4. “**Annuity**” means the Normal Form or an Optional Form of Annuity, as applicable.

1.5. “**Beneficiary**” means, if the Participant has elected an Optional Form of Annuity, any person designated to receive the remainder of such Participant’s Supplemental Pension Benefit under the Plan upon the Participant’s death. Beneficiary designations made pursuant to this Section 1.5 may be revised by the Participant at any time prior to the commencement of the Participant’s Supplemental Pension Benefit under the Plan or death. Beneficiary designations shall be made in writing on a form provided by, and filed with, the Committee, shall not be effective unless received by the Committee prior to the Participant’s death, and shall be subject to any applicable Spousal Consent requirements.

1.6. “**Beneficial Owner**” means a “Beneficial Owner” as set forth in Rule 13d-3 under the Exchange Act.

1.7. “**Benefit Limitation**” means the annual (a) Code Section 401(a)(17) limitations on a Participant’s compensation that may be taken into account for purposes of Company contributions and (b) Code Section 415 maximum benefit limitations.

1.8. “**Board**” means the Board of Directors of the Company, as constituted from time to time.

1.9. A “**Change in Control**” of the Company shall be deemed to have occurred if the event set forth in any one of the following paragraphs of this Section 1.9 shall have occurred, to the extent that such event would also constitute a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Code Section 409A(a)(2)(A)(v) and the regulations promulgated thereunder:

(a) Any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date of execution hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date of execution hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least fifty-one percent (51%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty-one percent (51%) of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the voting securities of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

1.10. "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

1.11. "**Committee**" means the Non-Contributory Pension Plan for Employees of Mine Safety Appliances Company Committee, as established under the Pension Plan.

1.12. "**Company**" means Mine Safety Appliances Company and any successor to all or a major portion of its assets or business, which successor assumes the obligations of the Company under this Plan by operation of law or otherwise. For purposes of this Plan, any subsidiary or affiliate of Mine Safety Appliances Company whose employees participate in the Pension Plan shall be included within the definition of "Company."

1.13. "**Distribution Date**" means the date the Supplemental Pension Benefit commences to the Participant as determined in accordance with Section 4.1.

1.14. "**Effective Date**" means, as to this amendment and restatement, January 1, 2005. The original effective date of the Plan was April 24, 1984.

1.15. "**Eligible Employee**" means:

(a) As applicable to periods prior to January 1, 2009, an Employee of the Company (i) who is designated by the Board for participation herein; (ii) who participates in the Pension Plan and; (iii) whose hypothetical benefits under the Pension Plan are determined on the basis of the provisions of the Pension Plan without regard to the limitations of Code Sections 401(a)(17) and 415 and would exceed the actual benefits payable under the Pension Plan taking into account such limitations; and

(b) As applicable to periods on and after January 1, 2009, an Employee of the Company who is: (i) classified on the Company payroll system at the "EXEC" salary grade, or (ii) designated, in writing, by the Committee for participation herein.

(c) Notwithstanding the foregoing provisions of this Section 1.15, an Eligible Employee as of December 31, 2008 shall remain an Eligible Employee on and after January 1, 2009 only to the extent that he then meets the definition of Eligible Employee as set forth in Section 1.15(b).

1.16. "**Employee**" means any person employed and classified by the Company as a common law employee. An "Employee" does not include a leased employee or an independent contractor. Individuals not considered Employees under this Section 1.16 shall not be reclassified as Employees notwithstanding a contrary determination by the Internal Revenue Service, any federal state or local agency, or any court or other tribunal of competent jurisdiction.

1.17. "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.18. "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

1.19. "**Joint and 50% Surviving Spouse Annuity**" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse equal to 50% of the amount payable for the life of the Participant.

1.20. "**Normal Form**" means, for Participants with a Spouse, the Joint and 50% Surviving Spouse Annuity; and for Participants without a Spouse, the Single Life Annuity. The determination of whether a Participant has a Spouse is made as of the date of the Participant's election pursuant to Section 4.3.

1.21. “**Optional Form of Annuity**” means any Actuarially Equivalent form of life annuity available under the terms of the Pension Plan, as in effect from time to time.

1.22. “**Participant**” means any Eligible Employee, and any former Eligible Employee who was vested at the time he ceased to be an Eligible Employee, who has satisfied the eligibility requirements set forth in Article II.

1.23. “**Pension Plan**” means the Non-Contributory Pension Plan for Employees of Mine Safety Appliances Company, as it may be amended from time to time.

1.24. “**Person**” means a “Person” within the meaning of Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (a) the Company or any of its subsidiaries, (b) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (c) an underwriter temporarily holding securities pursuant to an offering of such securities, (d) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, or (e) any individual or entity (including the trustees (in such capacity) of any such entity which is a trust) which is, directly or indirectly, the Beneficial Owner of securities of the Company representing five percent (5%) or more of the combined voting power of the Company’s then outstanding securities immediately before the date of execution hereof or any Affiliate of any such individual or entity, including, for purposes of this Section 1.24, any of the following: (i) any trust (including the trustees thereof in such capacity) established by or for the benefit of any such individual; (ii) any charitable foundation (whether a trust or a corporation, including the trustees or directors thereof in such capacity) established by any such individual; (iii) any spouse of any such individual; (iv) the ancestors (and spouses) and lineal descendants (and spouses) of such individual and such spouse; (v) the brothers and sisters (whether by the whole or half blood or by adoption) of either such individual or such spouse; or (vi) the lineal descendants (and their spouses) of such brothers and sisters.

1.25. “**Plan**” means The Mine Safety Appliances Company Supplemental Pension Plan, as set forth in this plan instrument, as it may be amended from time to time.

1.26. “**Separation from Service**” means the Participant’s cessation of employment with the Company (or any affiliate or subsidiary of the Company) for any reason whatsoever, whether voluntarily or involuntarily, including by reason of retirement or death; provided, however, that the employment relationship is treated as continuing intact while the Participant is on military leave, sick leave or other bona fide leave of absence to the extent the period of such leave does not exceed six (6) consecutive months or, if longer, so long as the Participant’s right to reemployment with the Company is provided either by statute or by contract. For this purpose, in accordance with regulations under Code Section 409A, a leave of absence shall be considered to be bona fide only if there is a reasonable expectation that the Participant will resume performing services for the Company. In addition, where a leave of absence (a) is due to a medically determinable physical or mental impairment that is expected to result in death or can be expected to last for a continuous period of at least six months, and (b) such impairment causes the Participant to be unable to perform the duties of his position with the Company or any substantially similar position, then the Committee shall be permitted to extend the foregoing six (6) month maximum period of leave to not more than twenty-nine (29) months of continuous absence (or such shorter period as is consistent with the Company’s employment policy regarding termination of employment of employees on disability leave). Whether a Separation from Service has occurred shall be determined by the Committee based on whether the facts and circumstances indicate that the Participant and the Company reasonably anticipate that no further services would be performed after a certain date. However, if the Participant and the Company reasonably expect that, after such certain date, the Participant would not perform more than twenty percent (20%) of the average level of bona fide services performed (measured by time devoted to work or other measure of performance deemed appropriate by the Committee) by the Participant over the immediately preceding thirty-six (36) month period of service to the Company (or any shorter period that represents the Participant’s full period of service to the

Company), then a Separation from Service by the Participant shall be deemed to have occurred as of said certain date for purposes of this Plan. At all times, this definition shall be construed to comply with the definition of "separation from service" under Section 409(A)(a)(2)(A)(i) of the Code and regulations thereunder.

1.27. "**Single Life Annuity**" means an annuity that provides a monthly payment solely for the life of the Participant (or Spouse, in the case of a pre-retirement death payment pursuant to Section 4.7).

1.28. "**Spousal Consent**" means written consent by a Participant's Spouse waiving the form of benefit otherwise payable to the Spouse, and acknowledging the effect thereof, where such waiver and acknowledgment are provided in accordance with procedures established and on forms provided by the Committee and witnessed by a notary public. For purposes of elections under Article IV of the Plan, Spousal Consent shall be required to the same extent that it would be required if such elections were made under the Pension Plan.

1.29. "**Spouse**" means, in accordance with the Federal Defense of Marriage Act, 28 U.S.C.A. §1738C (1996), the person of the opposite sex, if any, to whom a Participant is legally married under applicable state law. In addition, the term "Spouse" shall include a former spouse who is entitled to a distribution under Section 4.6.

1.30. "**Supplemental Pension Benefit**" means the benefit set forth in Section 3.1 hereof.

ARTICLE II

PARTICIPATION

2.1 Each Participant who was participating in the Plan as of December 31, 2004 shall continue to participate in the Plan on and after the Effective Date until all Supplemental Pension Benefits have been distributed to such Participant.

2.2 Each other Eligible Employee of the Company who was not participating in the Plan on December 31, 2004 for whom benefits under the Pension Plan are reduced as a result of the Benefit Limitation shall begin participating in the Plan on the first date the Benefit Limitation causes a reduction in the employee's accrued benefit under the Pension Plan.

AMOUNT OF BENEFITS AND VESTING

3.1 Supplemental Pension Benefit. Each Participant (or his joint annuitant or designated survivor or Beneficiary) shall be entitled under this Plan to receive a Supplemental Pension Benefit in an amount equal to the difference between (a) the benefits (if any) that would have been payable to such individual under the Pension Plan without regard to the Benefit Limitation, and (b) the benefits (if any) actually payable to such individual under the Pension Plan, in each case determined on the basis of the form of payment specified in Article IV below and as of the Participant's Separation from Service; provided, however, that in the case of a Participant who Separated from Service between January 1, 2008 and December 31, 2008, the determination shall be made as of his Distribution Date.

Notwithstanding the foregoing, a Participant who ceases to be an Eligible Employee prior to his Separation from Service shall forfeit all Supplemental Pension Benefits accrued under the Plan as of that date.

3.2 Vesting. A Participant shall be vested in his Supplemental Pension Benefit only if the Participant would be vested in his benefit under the Pension Plan; provided, however, that such determination shall be made without regard to vesting status that results from a Code Section 420 transfer under the Pension Plan.

DISTRIBUTION

4.1 Timing of Payment. Payment of the Supplemental Pension Benefit determined under Article III above shall commence as soon as administratively feasible on or after the Distribution Date, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time. For purposes of this Section 4.1, the Distribution Date shall be determined as follows:

(a) If the Participant's Separation from Service is on or after attainment of age fifty-five (55), the Distribution Date is the first day of the calendar month which is seven (7) months after the Participant's Separation from Service, or

(b) If the Participant's Separation from Service is before attainment of age fifty-five (55), the Distribution Date is the later of the first day of the calendar month after the Participant's attainment of age fifty-five (55) and the first day of the calendar month which is seven (7) months after the Participant's Separation from Service.

Notwithstanding the foregoing, in the case of a Participant whose Distribution Date determined pursuant to Section 4.1(a) or (b) above, as applicable, would be in 2009 and on or before October 1, 2009, such Participant's Distribution Date shall be the later of (i) the first day of the calendar month which is seven (7) months after the Participant's Separation from Service and (ii) the Participant's attainment of his Social Security Retirement Age (as defined in the Pension Plan).

Effective for Separations from Service occurring on or after January 1, 2009, if the Distribution Date is delayed solely to ensure that the payment does not begin prior to the first day of the calendar month which is seven (7) months after the Participant's Separation from Service, the first payment of any applicable Annuity will include payments for all months in the delay period with interest on the delayed payments calculated at the prime rate specified in the Northeast Edition of the Wall Street Journal on the first day of the delay period.

4.2 Forms of Payment.

(a) Normal Form. A Participant who is eligible to receive a Supplemental Pension Benefit shall receive such Benefit in the Normal Form unless the Participant has elected to receive payment under an optional form of payment elected by the Participant under subsection (b) below.

(b) Optional Forms. In lieu of the Normal Form, a Participant may elect in accordance with the provisions of Sections 4.3 and 4.4 below, and subject to any Spousal Consent requirements, to receive the Supplemental Pension Benefit in an Optional Form of Annuity or the Single Life Annuity.

4.3 Initial Payment Election. The form of payment of the Supplemental Pension Benefit determined under Section 3.1 above shall be the Normal Form as provided in Section 4.2(a), unless an optional form of benefit is elected by the Participant, subject to the provisions of Section 4.4.

4.4 Subsequent Form of Payment Elections. A Participant may change from one Annuity form of payment to another Annuity form of payment prior to his Distribution Date without restriction (other than any required Spousal Consent) provided that the Annuity form elected is Actuarially Equivalent to the Annuity option being changed.

4.5 Effect of Change in Control. Notwithstanding any other provision of this Plan, if a Participant is vested in his Supplemental Pension Benefit on the date of the Participant's Separation from Service and that separation occurs on or within the two-year period immediately following a Change in Control (other than by the Participant's death), payment of a Participant's Supplemental Pension Benefit shall be paid to him in a single cash payment that is Actuarially Equivalent to the Participant's Supplemental Pension Benefit, with payment to be made as soon as administratively feasible on or after the first day of the month that is seven (7) months after such Separation from Service, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time. Payment pursuant to this Section 4.5 shall be in lieu of making payment of such Supplemental Pension Benefit in accordance with Section 4.1 hereof.

4.6 Distributions Pursuant to Domestic Relations Orders. Notwithstanding anything in the Plan to the contrary, payments to an individual other than the Participant may be made as necessary to fulfill the requirements of a domestic relations order (as defined in Code Section 414(p)(1)(B)); provided, however, that in no event shall payments pursuant to this Section 4.6 commence until such time as the Participant commences distribution of benefits in accordance with the applicable Plan terms.

4.7 Death Benefits.

(a) Post-Retirement Death Benefit. In the event of the death of the Participant after payments from the Plan have begun, the form of such payments will determine the amount and duration of payments following the Participant's death, if any, which shall be due from the Plan with respect to the Participant.

(b) Pre-Retirement Death Benefits

(i) Amount of Payment. In the event a Participant dies prior to commencing any payments under the Plan, in lieu of all other payments from the Plan, the Participant's Spouse who is receiving or is entitled to receive the Actual Death Benefit shall receive a monthly death benefit from the Plan equal to (A) the difference between the Actual Death Benefit and what the Actual Death Benefit would have been without regard to the Benefit Limitation, determined solely for purposes of this Section 4.7 as if the Participant died at normal retirement age under the Pension Plan without any reductions, reduced by (B) the early commencement reduction factors and spouse's age difference or Qualified Joint and 50% Survivor Annuity factors that apply to the determination of the Actual Death Benefit, if any, except that for a Participant whose Actual Death Benefit is not payable to the Spouse prior to the Participant's normal retirement age, the applicable early commencement and Qualified Joint and 50% Survivor Annuity reduction factors shall be those that apply to the Actual Death Benefit for a Participant not eligible for early retirement under the Pension Plan at the time of death.

(ii) Form of Payment. The Benefit payable pursuant to this Section 4.7(b) shall be payable in the form of a Single Life Annuity for the life of the Spouse.

(iii) Timing of Payment. Payment of the amount payable pursuant to this Section 4.7(b) shall be payable as soon as administratively feasible following the later of the Participant's death or the date that the Participant would have attained age fifty-five (55), but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time.

(c) Effect of a Change in Control. Notwithstanding anything in the foregoing to the contrary, if a Participant becomes entitled to a Supplemental Pension Benefit pursuant to Section 4.5, but dies before the payment of such benefit, the Company shall pay to the Participant's Spouse a single cash payment equal to the aggregate Supplemental Pension Benefit described in Section 4.5. Such payment shall be made within thirty (30) days of the date of the Participant's death.

4.8 409A Transition Rule. Notwithstanding anything herein to the contrary, the Participant's Supplemental Pension Benefit shall be paid in the manner elected by the Participant under the terms of the Pension Plan, provided that such election is made under the Pension Plan and payment commences under this Plan on or before December 31, 2008, or such later date as is permitted under Code Section 409A or regulations, rulings, or applicable law issued thereunder.

4.9 Additional Procedures. The Committee, in its sole discretion, may establish additional procedures and requirements for elections under the Plan and for payment of Supplemental Pension Benefits provided that they do not violate Code Section 409A.

ARTICLE V

GENERAL DUTIES

5.1 Administration.

(a) Generally. The Plan shall be administered by the Committee. The Committee is hereby authorized to delegate any part or all of its duties to such other administrators as it may appoint.

(b) Duties. The Committee (or its delegate) shall perform the duties required, and shall have the powers necessary, to administer the Plan and carry out the provisions thereof.

(c) Powers. The powers of the Committee (or its delegate) shall be as follows:

(i) To determine any question arising in connection with the Plan (and its decision or action in respect thereof shall be final, conclusive and binding upon the Company and the Participants and any other individual interested herein);

(ii) To engage the services of counsel or an attorney (who may be counsel or attorney for the Company) and an actuary, if it deems necessary, and such other agents or assistants as it deems advisable for the proper administration of the Plan; and

(iii) To receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan.

5.2 Claim and Appeal Procedure.

(a) Application for Benefits. In the event of a claim by a Participant or other person for or in respect to any benefit under the Plan, such Participant or other person (the "Claimant") shall present the reason for the claim in writing to the Committee or to such other person or entity designated and communicated by the Committee.

(b) Claims and Appeals.

(i) In the event a claim for Supplemental Pension Benefits is denied by the Committee, written notice of the denial will be provided within ninety (90) days after receipt of the claim, or within one hundred and eighty (180) days if special circumstances require an extension of time (in which event the Claimant will be notified in writing of the delay during the initial ninety (90)-day period and the notice will indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination). The notice shall set forth:

(A) the specific reason(s) for the denial;

(B) specific reference to the Plan provisions on which the denial is based;

(C) a description of any additional material or information which must be submitted to perfect the claim, and an explanation of why such material of information is necessary;

(D) an explanation of the Plan's review procedure; and

(E) the time limits applicable to the Plan's review procedure and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

(ii) The Claimant shall have sixty (60) days after the day on which such written notice of denial is received, in which to apply (in person or by his authorized representative) to the Committee in writing for a full and fair review of the denial of his claim. In connection with such review, the Claimant (or his representative) shall be afforded reasonable opportunity to review pertinent documents, and may submit issues and comments in writing. In addition, the Claimant (or his representative) shall have the right to submit documents, records, and other information relating to the claim for benefits, and shall be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for benefits. At the Committee's sole option, it may arrange for a written or oral hearing or to meet personally with the Claimant and/or representative for the purpose of hearing the claimant's contentions and such relevant evidence as the Claimant may wish to offer.

(iii) The Committee will issue its decision on review within sixty (60) days after receipt of the request for review, or within one hundred and twenty (120) days if special circumstances require an extension of time after receipt of the request for review. (Written notice of any such extension will be furnished to the Claimant before the commencement of such extension, and the notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the determination on review.) The decision will be in writing and set forth specific reasons for the decision and specific references to pertinent Plan provisions on which the decision is based. In addition, the written notice of the decision denying a claim will contain:

(A) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and

(B) a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

(iv) The Committee's review shall take into account all comments, Plan documents, records, and other information submitted by the Claimant (or his representative), without regard to whether such information was submitted or considered in the initial benefit determination.

(v) For purposes of this Section 5.2(b), Plan information is considered "relevant" to a claimant's claim if such document, record, or other information

(A) was relied upon in making the benefit determination;

(B) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the determination; or

(C) demonstrates compliance with the Plan's review procedures and that, if appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

(c) Statute of Limitations. Notwithstanding the foregoing, an action brought under ERISA Section 502(a), if any, must be commenced within one (1) year after the claimant's receipt of the denial of any appeal from an initial claim denial made pursuant to this Section 5.2, without regard to any state or federal statutes establishing provisions relating to limitations of actions.

(d) Failure to Follow Claims Procedure. If a Claimant does not follow the procedures set forth above, he shall be deemed to have waived the right to appeal benefit determinations under the Plan. In addition, all determinations by and decisions of the Committee under this Section 5.2 shall be binding on and conclusive as to the Claimant.

5.3 No Right to Assets. Any Participant (or Participant's beneficiary) who may have or claim any interest in or right to any compensation, payment or benefit payable hereunder shall rely solely upon the unsecured promise of the Company as set forth herein for the payment thereof and shall have the status of a general unsecured creditor of the Company. The Plan constitutes a mere promise by the Company to make certain benefit payments in the future. The right of any Participant or beneficiary to benefits hereunder is strictly contractual. Notwithstanding the foregoing provisions of this Section 5.3, the Company may, in its discretion, establish a trust to pay amounts becoming payable by the Company pursuant to this Plan, which trust shall be subject to the claims of the general creditors of the Company in the event of its bankruptcy or insolvency. Notwithstanding any establishment of such a trust, the Company shall remain responsible for the payment of any amounts so payable which are not so paid by such trust. If any such trust is established, the trustee will not be required to invest trust assets in accordance with the directions of Participants given in accordance with this Plan, although the trustee, in its discretion, may so invest the trust assets.

5.4 No Contract of Employment. This Plan shall not be construed to establish a guarantee of future or continued employment by the Company of any Participant.

5.5 Non-Alienation. Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment, whether voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish the same shall be void; nor shall any such distribution or payment be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such distribution or payment. If any Participant or Beneficiary is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish any such distribution or payment voluntarily or involuntarily, the Committee, in its discretion, may hold or cause to be held or applied such

distribution or payment or any part thereof to or for the benefit of such Participant or Beneficiary in such manner as the Committee shall direct. The provisions of this Section 5.5 shall not apply to any benefit payable pursuant to a “qualified domestic relations order,” as defined in Section 414(p) of the Code, which the Committee determines is applicable to any benefit hereunder as referenced in Section 4.6.

5.6 Payments to Minors or Incompetents. If the Committee determines that any person entitled to payments under the Plan is a minor or incompetent by reason of physical or mental disability, it may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this provision shall completely discharge the Company, the Plan, and the Committee.

5.7 No Effect on Other Compensation and Benefits. Nothing contained herein shall exclude or in any manner modify or otherwise affect any existing or future rights of any Participant to participate in and receive the benefits of any compensation, bonus, pension, life insurance, medical or other employee benefit plan or program to which he otherwise might be or become entitled as an officer or employee of the Company.

5.8 No Amendment to Pension Plan. This Plan shall not be deemed to constitute an amendment to, or a part of, the Pension Plan. All references hereunder to the Pension Plan shall include any amended or successor plan or plans maintained by the Company, the terms of which may be applicable at any time to a Participant’s defined benefit retirement benefit. If, however, the Pension Plan terminates, merges with, or is replaced by a successor plan, and as a result thereof the amount of the Supplemental Pension Benefit to be paid to any Participant hereunder would be reduced or calculated on a different basis, or commence at a later date or dates, such Supplemental Pension Benefit shall not be less than an amount calculated pursuant to the provisions of this Plan and in accordance with the terms of the Pension Plan, as in effect immediately prior to such termination, merger or replacement.

5.9 Construction: Choice of Laws. The provisions of the Plan shall be construed, administered and governed under the laws of the Commonwealth of Pennsylvania (including its statute of limitations provisions, but excluding its choice of law provisions) to the extent such laws are not preempted by ERISA or any other federal laws which may from time to time be applicable. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of Articles and Sections hereof are for convenience of reference only and are not to be taken into account in construing the provisions of this Plan.

5.10 Invalidity of Provisions. If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if said illegal and invalid provision had never been inserted herein.

5.11 Status. This Plan is not intended to satisfy the requirements for qualification under Section 401(a) of the Code. It is intended to be a nonqualified plan that is not subject to ERISA except as required by applicable law. The Plan shall be construed and administered so as to effectuate this intent.

5.12 Expenses. The Company shall bear all expenses incurred by the Committee in administering this Plan.

5.13 Indemnification for Liability. The Company shall indemnify the Committee and the employees of the Company to whom the Committee delegates duties under this Plan, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with this Plan, unless the same is determined to be due to gross negligence or willful misconduct.

5.14 Successors. To the extent not automatically assumed by operation of law, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume the Company's obligations hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

5.15 Withholding Requirements. Payment of benefits under this Plan shall be subject to applicable withholding requirements.

5.16 Amendment and Termination. The Company expects to continue the Plan indefinitely, but specifically reserves the right, in the sole and unfettered discretion of its Board, at any time, to amend, in whole or in part, any or all of the provisions of the Plan and to terminate the Plan in whole or in part, provided, however, that no such amendment or termination shall (a) reduce or adversely affect the benefits payable under the Plan to a Participant (or his Beneficiary) if the Participant's termination of employment with the Company has occurred prior to such termination or amendment of the Plan, or (b) reduce or adversely affect the benefit to be paid with respect to the Participant on the date of such termination or amendment, as compared with the benefit that would have been payable with respect to the Participant if his employment had terminated on the day before the Plan was so terminated or amended. Termination of the Plan shall not be a distribution event under the Plan.

5.17 Limitation of Liability. Notwithstanding any provision herein to the contrary, neither the Company, the Committee, nor any individual acting as employee or agent of the Company or Committee, shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan, unless attributable to fraud or willful misconduct on the part of the Company, Committee, or any such agent of the Company or Committee, or a breach by the Company or Committee of any provision of the Plan that results in a reduction of the benefit provided hereunder.

5.18 409A Compliance. Prior to January 1, 2009, the Plan was intended to and was administered to comply with the requirements of Code Section 409A, including good faith, reasonable statutory interpretations of Section 409A which occurred prior to the Plan's amendment and restatement and which were contrary to the terms of the Plan, if any. The Plan shall at all times be interpreted in a manner consistent with Section 409A. In the event that any provision that is necessary for the Plan to comply with Section 409A is determined by the Committee, in its sole discretion, to have been omitted, such omitted provision shall be deemed to be included herein and is hereby incorporated as part of the Plan.

IN WITNESS WHEREOF, Mine Safety Appliances Company has caused the Mine Safety Appliances Company Supplemental Pension Plan to be executed by its duly authorized officers this 19th day of December, 2008.

ATTEST:

MINE SAFETY APPLIANCES COMPANY

Douglas K. McClaine
Secretary

By _____
Dennis L. Zeitler
Vice President, CFO, and Treasurer

2005 MSA SUPPLEMENTAL SAVINGS PLAN

Effective January 1, 2005

2005 MSA SUPPLEMENTAL SAVINGS PLAN

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2005 MSA SUPPLEMENTAL SAVINGS PLAN

Mine Safety Appliances Company (the "Company") hereby establishes this 2005 MSA SUPPLEMENTAL SAVINGS PLAN (the "Plan") effective January 1, 2005 as provided below.

WHEREAS, the Company maintains the MSA Retirement Savings Plan (the "Retirement Savings Plan") for the benefit of its employees; and

WHEREAS, the Retirement Savings Plan is a qualified plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") and provides for elective deferrals up to 25% (50% on or after January 1, 2009) of compensation as permitted under Code Section 401(k) and matching contributions of 50% of each dollar deferred up to a maximum elective deferral of 8% (100% of the first 1% and 50% of the next 6% of elective deferrals on or after January 1, 2009) as permitted under Code Section 401(m); and

WHEREAS, the Company adopted the MSA Supplemental Savings Plan effective January 1, 1987, as amended from time to time and as most recently amended and restated effective January 1, 2003, to provide benefits to certain executive employees that could not be provided under the Retirement Savings Plan on account of Code Section 415 and other qualified plan limits; and

WHEREAS, following the enactment of Code Section 409A, the Company determined that all participant accounts under the MSA Supplemental Savings Plan were fully vested as of December 31, 2004, and it therefore elected to (i) apply the terms of the MSA Supplemental Savings Plan to all deferrals of compensation that were earned and vested on or before December 31, 2004 (including earnings thereon) and (ii) establish the Plan for deferrals of compensation on and after January 1, 2005; and

WHEREAS, the Company has timely complied with Code Section 409A documentary requirements by designating in writing prior to January 1, 2008 the permissible distribution events and forms of payment under the Plan, as evidenced by, among other things, the Plan's initial deferral and distribution election form, which was finalized in November 2007; and

WHEREAS, the Company now desires to establish the Plan as an unfunded, nonqualified plan of deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended, the terms of which shall be applicable to nonqualified deferred compensation that is earned or becomes vested on or after January 1, 2005 (including earnings thereon).

NOW THEREFORE, the Plan is hereby established as follows:

ARTICLE I

DEFINITIONS

Unless otherwise specifically defined in this Article I or where a term first appears in this Plan, all capitalized terms used in this Plan shall have the same meanings as are ascribed to them under the Company's Retirement Savings Plan.

1.1 "**Administrator**" means the Retirement Savings Plan Committee, as appointed by the Board from time to time, unless the Board shall expressly appoint another Administrator. The Administrator may, by written notice of appointment delivered to any other person or persons (whether legal or natural), designate and allocate any fiduciary responsibility to such other person or persons, who may also serve in more than one fiduciary capacity with respect to the Plan.

1.2 "**Affiliate**" means an "Affiliate" within the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

1.3 "**Beneficiary**" means the person or persons designated by a Participant (in accordance with procedures established by the Administrator) to receive the value of his Supplemental Account in the event of his death prior to receipt of all benefits due hereunder, provided that such Beneficiary designation must be in writing on a form provided by and filed with the Administrator prior to the Participant's death and shall not be effective until received by the Administrator. If no such person is designated by a Participant, Beneficiary means the person or persons designated by the Participant under the provisions of the Retirement Savings Plan to receive the value of his account thereunder in the event of his death prior to receipt of all benefits due thereunder. Valid Beneficiary designation forms filed by Participants in accordance with the terms of the Prior Plan shall continue in full force and effect under this Plan unless and until a new Beneficiary is designated in accordance with this Section 1.3.

1.4 "**Beneficial Owner**" means a "Beneficial Owner" as set forth in Rule 13d-3 under the Exchange Act.

1.5 “**Board**” means the Board of Directors of Mine Safety Appliances Company, or any successor thereto.

1.6 “**Bonus**” means any annual calendar year bonus program paid by the Company. The term Bonus shall not include any other type of bonus paid by the Company.

1.7 A “**Change in Control**” of the Company shall be deemed to have occurred if the event set forth in any one of the following paragraphs of this Section 1.7 shall have occurred, to the extent that such event would also constitute a change in ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company within the meaning of Code Section 409A(a)(2)(A)(v) and the regulations promulgated thereunder:

(a) Any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (c) below; or

(b) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date of execution hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date of execution hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) There is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least fifty-one percent (51%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or

(d) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty-one percent (51%) of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the voting securities of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

1.8 "**Claimant**" has the meaning given to it in Section 7.2 hereof.

1.9 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

1.10 "**Code Limitations**" mean the (a) Code Section 401(a)(17) limitations on a Participant's Compensation that may be taken into account for purposes of Participant and Company contributions and (b) Code Section 415 maximum benefit limitations, in both cases, under the provisions of the Retirement Savings Plan.

1.11 "**Company**" means Mine Safety Appliances Company and any successor to all or a major portion of its assets or business, which successor assumes the obligations of the Company under this Plan by operation of law or otherwise. For purposes of this Plan, any subsidiary or affiliate of Mine Safety Appliances Company whose employees participate in the Retirement Savings Plan shall be included within the definition of "Company" with respect to its own employees.

1.12 "**Compensation**" means the compensation of a Participant as defined in the Retirement Savings Plan for purposes of calculating Employee Contributions, but without regard to the limit on such compensation otherwise required by Code Section 401(a)(17).

1.13 "**Continuous Service**" means "Continuous Service" as defined in the Retirement Savings Plan.

1.14 “**Deferral Election**” means a “salary reduction agreement” or “bonus deferral agreement” between an Eligible Employee and the Company, as described in Section 3.1. The Deferral Election must be in writing on a form provided by, and timely delivered to, the Administrator.

1.15 “**Distribution Election**” means the election in accordance with Article II to receive benefits under the Plan as of a Specified Date or upon a Separation from Service and in a form of payment as provided in Section 6.2 of the Plan. The election must be in writing on a form provided by, and timely delivered to, the Administrator.

1.16 “**Effective Date**” means January 1, 2005.

1.17 “**Elected Percentage**” means an Eligible Employee’s election in accordance with Section 3.1(a) to defer a portion of his Compensation in excess of the Code Limitation during a stated deferral period by a specified percentage not exceeding eight percent (8%) (seven percent (7%) effective January 1, 2009).

1.18 “**Eligible Employee**” means

(a) As applicable to periods prior to January 1, 2009, an Employee who participates in the Retirement Savings Plan and whose Employee Contributions, and/or any Company Matching Contributions with respect thereto, are restricted by the application of a Code Limitation, and also includes other Employees who are members of a select group of management or highly compensated employees and are designated in writing by the Administrator as eligible to participate in the Plan; and

(b) As applicable to periods on or after January 1, 2009, an Employee (including an executive officer) who is classified on the Company payroll system at the “EXEC” salary grade.

1.19 “**Employee**” means any person employed and classified by the Company as a common law employee. An “Employee” does not include a leased employee or an independent contractor. Individuals not considered Employees under this Section 1.19 shall not be reclassified as Employees notwithstanding a contrary determination by the Internal Revenue Service, any federal, state or local agency, or any court or other tribunal of competent jurisdiction.

1.20 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.21 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

1.22 "**Installment Date**" means (a) in the case of a Payment Date occurring prior to January 1, 2009, each subsequent anniversary of the Payment Date, or (b) in the case of a Payment Date occurring on or after January 1, 2009, each January 15th occurring after the Payment Date.

1.23 "**Investment Funds**" means the separate investment vehicles designated by the Administrator in which the amounts in a Participant's Supplemental Account can be deemed to be invested, at the election of the Participant in accordance with Article IV hereof.

1.24 "**Participant**" means an individual who, as an Eligible Employee, files a Deferral Election with respect to Compensation in accordance with Article II hereof. An individual who becomes a Participant continues to be a Participant until the entire amount of his benefit hereunder has been distributed; provided, however, that a Participant's Deferral Election shall only be effective for the period during which the Participant is an Eligible Employee, or the end of a taxable year to which the deferral election relates, if later.

1.25 "**Payment Date**" means (a) the date upon which the Participant's Payment Event occurs or (b) in the event that such payment is required to be delayed for six (6) months as the result of a Separation from Service in accordance with the provisions of Section 6.1(b), the first day of the seventh (7th) month following the Participant's Separation from Service.

1.26 "**Payment Event**" means the date selected by a Participant for the commencement of all or a portion of his benefits under the Plan. The Participant shall have the option, in accordance with Article II, of electing as his Payment Event either (a) the date upon which a Separation from Service occurs or (b) a Specified Date. In the event that a Participant fails to timely elect a Payment Event, such Participant shall be deemed to have elected payment as of the date upon which a Separation from Service occurs.

1.27 **“Person”** means a “Person” within the meaning of Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (a) the Company or any of its subsidiaries, (b) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (c) an underwriter temporarily holding securities pursuant to an offering of such securities, (d) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, or (e) any individual or entity (including the trustees (in such capacity) of any such entity which is a trust) which is, directly or indirectly, the Beneficial Owner of securities of the Company representing five percent (5%) or more of the combined voting power of the Company’s then outstanding securities immediately before the date of execution hereof or any Affiliate of any such individual or entity, including, for purposes of this Section 1.27, any of the following: (i) any trust (including the trustees thereof in such capacity) established by or for the benefit of any such individual; (ii) any charitable foundation (whether a trust or a corporation, including the trustees or directors thereof in such capacity) established by any such individual; (iii) any spouse of any such individual; (iv) the ancestors (and spouses) and lineal descendants (and spouses) of such individual and such spouse; (v) the brothers and sisters (whether by the whole or half blood or by adoption) of either such individual or such spouse; or (vi) the lineal descendants (and their spouses) of such brothers and sisters.

1.28 **“Plan”** means this 2005 MSA Supplemental Savings Plan, as amended from time to time.

1.29 **“Prior Plan”** means the MSA Supplemental Savings Plan, as amended from time to time.

1.30 **“Retirement Savings Plan”** means the MSA Retirement Savings Plan, as amended from time to time.

1.31 **“Separation from Service”** means the Participant’s cessation of employment with the Company (or any affiliate or subsidiary of the Company) for any reason whatsoever, whether voluntarily or involuntarily, including by reason of retirement or death; provided, however, that the employment relationship is treated as continuing intact while the Participant is on military leave, sick leave or other bona fide leave of absence (such as temporary employment by the government) to the extent the period of such leave does not exceed six (6) consecutive months or, if longer, so long as the Participant’s right to reemployment with the Company is provided either by statute or by contract. For this purpose, in accordance with regulations under Code Section 409A, a leave of absence shall be considered to be bona fide only if there is a reasonable expectation that the Participant will resume performing services for the Company. In addition, where a leave of absence (a) is due to a medically determinable physical or mental impairment that is expected to result in death or can be expected to last for a continuous period of at least six (6) months, and (b) such impairment causes the Participant to be unable to perform the duties of his or her position with the Company or any substantially similar position, then the Administrator shall be permitted to extend the foregoing six (6) month maximum period of leave to not more than twenty-nine (29) months of continuous absence (or such shorter period as is consistent with the Company’s employment policy regarding termination of employment of employees on disability leave). Whether a Separation from Service has occurred shall be determined by the Administrator based on whether the facts and circumstances indicate that the Participant and the Company reasonably anticipate that no further services would be performed after a certain date. However, if the Participant and the Company reasonably expect that, after such certain date, the Participant would not perform more than twenty percent (20%) of the average level of bona fide services performed (measured by time devoted to work or other measure of performance deemed appropriate by the Administrator) by the Participant over the immediately preceding thirty-six (36) month period of service to the Company (or any shorter period that represents the Participant’s full period of service to the Company), then a Separation from Service by the Participant shall be deemed to have occurred as of said certain date for purposes of this Plan. At all times, this definition shall be construed to comply with the definition of “separation from service” under Section 409(A)(a)(2)(A)(i) of the Code and regulations thereunder.

1.32 “**Specified Date**” means, as elected by a Participant in accordance with Article II, January 15 of a year that is elected by the Participant for the commencement of all or a portion of the Participant’s benefits under the Plan, which year may be a year prior or subsequent to the Participant’s Separation from Service.

1.33 “**Specified Employee**” means, as applicable to distributions made prior to January 1, 2008 in accordance with Section 6.1(b)(ii), a “specified employee” as defined in Code Section 409A and regulations promulgated thereunder and as determined in accordance with rules established and uniformly applied by the Administrator in accordance with Code Section 409A.

1.34 “**Supplemental Account**” means the unfunded bookkeeping accounts established and maintained in accordance with Article III hereof to record the contributions deemed to be made by the Participant and the Company for each year, as well as the earnings, gains and losses thereon, expenses allocable thereto, distributions therefrom and other reductions in value thereof.

1.35 “**Supplemental Company Matching Contributions**” mean the Company contributions described in Section 3.2.

1.36 “**Supplemental Company Matching Contributions Account**” means the bookkeeping sub-account established under the Supplemental Account for the purpose of crediting a Participant’s Supplemental Company Matching Contributions, as described in Article III hereof.

1.37 “**Supplemental Employee Contributions**” mean the contributions described in Section 3.1.

1.38 “**Supplemental Employee Contributions Account**” means the bookkeeping sub-account established under the Supplemental Account for the purpose of crediting a Participant’s deferrals, as described in Article III hereof.

1.39 “**Unforeseeable Emergency**” means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, within the meaning of Code Section 409A.

1.40 “**Valuation Date**” means every business day.

ARTICLE II

PARTICIPATION AND ELECTIONS

2.1 Participation. An Eligible Employee who files a Deferral Election in accordance with Section 2.2 or 2.3 hereof shall become a Participant in this Plan as of the date provided in such Deferral Election; provided, however, that an Eligible Employee must file such Deferral Election with the Administrator within thirty (30) days after first becoming eligible, as determined in accordance with the provisions of Section 409A of the Code and the regulations thereunder.

Notwithstanding the foregoing, a Participant’s Deferral Election shall be effective only for Compensation earned while the Participant is also an Eligible Employee.

2.2 Timing of Elections. Except as provided in Section 2.1 above, a Participant’s Deferral Elections and/or Distribution Elections must be filed with the Administrator no later than each December 31 for Compensation earned with respect to services performed in the immediately following plan year; provided that separate Deferral Elections and/or Distribution Elections may be made with respect to each calendar year of deferral; and provided further that amounts credited to the Participant’s Supplemental Employee Contributions Account prior to the effective date of any new Deferral Election will not be affected by such election. Notwithstanding the foregoing, Deferral Elections relating to Bonuses declared during a calendar year must be filed with the Administrator no later than June 30 of the year to which the Bonus relates.

2.3 Subsequent Elections.

(a) Deferral Elections. A Deferral Election with respect to Compensation during a calendar year may not be altered or revoked during that calendar year.

(b) Distribution Elections. A Participant may change his Distribution Election; provided, however, that such subsequent election must (1) in the case of a Specified Date, be made at least twelve (12) months before the most recently applicable Specified Date, (2) not take effect until at least twelve (12) months after the date on which the election is filed with the Administrator, and (3) result in a new Payment Date that occurs at least five (5) years after the Payment Date that is in effect immediately before the new election is made. There is no limit on the number of times that a Participant can further change his Distribution Election, as long as each election complies with the provisions of this Section 2.3(b).

ARTICLE III

THE SUPPLEMENTAL ACCOUNT

3.1 Supplemental Employee Contributions.

(a) Excess Salary Reduction Agreement (SSP A). An Eligible Employee may elect, in accordance with the provisions of Article II, to execute a salary reduction agreement with the Company (a "Deferral Election") for purposes of specifying his Elected Percentage and to contribute such Elected Percentage as Supplemental Employee Contributions to his Supplemental Employee Contributions Account.

(b) Salary Reduction Agreement (SSP B). An Eligible Employee may also elect, in accordance with the provisions of Article II, to execute a Deferral Election with the Company to defer an additional portion of his Compensation during a stated deferral period and to credit such net reduction as Supplemental Employee Contributions to the Supplemental Employee Contributions Account portion of the Supplemental Account of the Eligible Employee. Deferral Elections under this paragraph (b) shall apply after the deferral of the amounts elected under paragraph (a) above, if any.

(c) Bonus Deferrals (SSP C). In accordance with Article II, an Eligible Employee may elect to execute a Deferral Election with the Company under which the Employee agrees to reduce his Bonus from the Company by a stated percentage or dollar amount, and to credit such reduction as Supplemental Employee Contributions to the Supplemental Employee Contributions Account portion of the Supplemental Account of the Eligible Employee. The minimum amount of deferral for a calendar year shall be the lesser of \$5,000 or 5% of the annual Bonus award. The deferral of a Bonus under this paragraph (c) shall apply after the deferral of such amount, if any under paragraphs (a) and (b) above.

(d) Salary Deferral Elections. Deferral Elections filed in accordance with the provisions of Article III shall become effective on the first day of the deferral period set forth in such Deferral Election, which deferral period (except as provided in Section 2.1 hereof) shall be not less than the Participant's complete taxable year. Such Deferral Election shall be effective to defer Compensation relating to the Participant's services performed in such taxable year, even if the Participant ceases to be an Eligible Employee during the year, and shall be applied in the order identified in subparagraphs (a)-(c) above to the extent Compensation is available to be deferred.

3.2 Supplemental Company Matching Contributions. Supplemental Matching Contributions shall be credited to the Supplemental Matching Contributions Account of each Participant who has made a Deferral Election pursuant to Section 3.1(a). Prior to January 1, 2009, the amount of such Supplemental Matching Contributions shall be equal to fifty percent (50%) of the lesser of the Elected Percentage of Supplemental Employee Contributions or eight percent (8%) of Compensation. Effective on or after January 1, 2009, the amount of such Supplemental Matching Contributions shall be equal to (i) one hundred percent (100%) of the Participant's Supplemental Employee Contributions up to the Elected Percentage, not to exceed the first one percent (1%) of Compensation and (ii) fifty percent (50%) of the Participant's Supplemental Employee Contributions up to the Elected Percentage, not to exceed the next six percent (6%) of Compensation. There shall be no Supplemental Matching Contributions made with respect to Supplemental Employee Contributions based on Deferral Elections pursuant to Section 3.1(b) or (c) of this Plan.

3.3 Earnings and Expenses for a Supplemental Account. All Supplemental Employee Contributions and Supplemental Company Matching Contributions credited to a Participant's Supplemental Account shall be treated as though invested and reinvested only in Investment Funds selected (or deemed to have been selected) by such Participant pursuant to Article IV hereof. A pro-rata portion of all dividends, interest gains and distributions of any nature earned in a given period in respect of an Investment Fund in which the Supplemental Account is treated as investing shall be credited to the Supplemental Account, such credit to be calculated by multiplying all such dividends, interest gains and distributions by a fraction, the numerator of which is equal to the portion of the Supplemental Account of each Participant that is deemed to be invested in the particular Investment Fund and the denominator of which is equal to the aggregate of all amounts invested in the same Investment Fund. All investment income deemed to be received from an Investment Fund shall be deemed to be reinvested in the same Investment Fund. Expenses attributable to the acquisition of investments shall be charged to the Supplemental Account (and respective sub-accounts thereof) of the Participant for which such investment is deemed to have been made.

3.4 Recordkeeping. The dollar amounts of any such Employee Contributions and Company Matching Contributions for a Participant for each payroll period shall be credited promptly upon the completion of such payroll period to the appropriate sub-account of the Participant's Supplemental Account (an unfunded bookkeeping account). The sum of the balance of a Participant's Supplemental Employee Contributions Account and the vested balance of a Participant's Supplemental Company Matching Contribution Account, as such sum varies from time to time, shall be recorded on the financial books and records of the Company as a liability owed to the Participant. The Administrator or its delegate shall maintain such bookkeeping accounts as it deems necessary to administer this Plan and shall calculate, or direct the calculation of, amounts in the Participants' Supplemental Accounts. The Administrator's determination of the value of Participants' Supplemental Accounts shall be final and binding upon all Participants and on the Company. Participants will be furnished statements of their Supplemental Account values at least quarter-annually.

PARTICIPANT-DIRECTION OF INVESTMENT

4.1 Participant-Directed Investment. Subject to Section 4.5 hereof, a Participant may make elections as to the deemed investment of his Supplemental Account in accordance with such procedures as are established and uniformly applied by the Administrator or its delegate. The Administrator or its delegate shall provide each Participant with a description of the Investment Funds available for selection from time to time and such other relevant information about the Investment Funds as it receives from time to time. The Participant's investment election shall remain in force until revised by means of a subsequent investment election becoming effective pursuant to Section 4.2 hereof. During any period in which the Participant does not have an investment election in force, the Participant shall be deemed to have elected an investment in the Retirement Government Money Market Portfolio (or any substantially similar approved Investment Fund which has been substituted therefor) until another investment election subsequently becomes effective pursuant to Section 4.2 hereof.

4.2 Changes in Investment Direction and Transfers. Subject to Section 4.5 hereof, on any business day a Participant may elect to change his deemed investment election as to subsequent contributions or to transfer amounts among one or more of the Investment Funds then available by following notice procedures established and uniformly applied by the Administrator or its delegate. The Participant's notice of change or transfer shall be effective as soon as reasonably practicable (as determined by the Administrator in its sole discretion) after the Administrator or its delegate has received such notice.

4.3 Responsibility for Investment Elections. The selection of investment choices among the Investment Funds available from time to time shall be the sole responsibility of each Participant. The deemed investment return (or loss) with respect to a Participant's Supplemental Account shall be determined solely by the Participant's investment elections made in accordance with this Supplemental Plan and the procedures established and uniformly applied by the Administrator or its delegate. The availability of an Investment Fund to a Participant shall not be construed as a recommendation for investment therein. Further, neither the Company, any Participating Affiliate, the Administrator or its delegate, any Employee nor the trustee of any trust which may be established by the Company in accordance with Section 8.3 hereof is authorized to make any recommendation to any Participant with respect to the selection of investments among the Investment Funds.

4.4 Participant's Risk. Each Participant assumes all risk connected with any decrease in the market value of any of his Supplemental Account's deemed investments. The value of the Participant's Supplemental Account and the payment of any amount which may be or become due therefrom are not guaranteed by any one or any entity.

4.5 Investment Restrictions, Temporary Suspensions of Plan Activities and Investment Fund Transfers by Administrator. The provisions of this Section 4.5 shall apply notwithstanding any other provision of any other Section of this Plan to the contrary. In accordance with its established and uniformly applied procedures, the Administrator or its delegate may place certain restrictions or limitations on the dollar amounts, percentages or types of investment elections, transfers and/or allocations which are deemed made under the Plan. If the Administrator changes the Plan's record keeper, the Administrator may temporarily suspend certain Plan activities (including without limitation, distributions, contribution percentage changes and investment allocations) in order to facilitate the recordkeeping change. If an Investment Fund is eliminated by the Administrator or its delegate, then the Administrator or its delegate may direct that amounts deemed to be invested in the Investment Fund which was eliminated shall be automatically transferred to another Investment Fund with similar investment goals. After any such transfer by the Administrator or its delegate, further investment changes may be made by the Participant in accordance with Section 4.2 hereof. Notwithstanding the

foregoing provisions of this Section 4.5, no power given the Administrator or its delegate in this Section 4.5 can be used after a Change in Control to reduce or adversely affect in any way any benefit payable to, or accrued by, a Participant (or his Beneficiary) hereunder.

ARTICLE V

VESTING

5.1 Vesting in Supplemental Employee Contributions Account. A Participant's unfunded and unsecured interest in his Supplemental Employee Contributions Account shall be 100% vested at all times.

5.2 Vesting in Supplemental Company Contributions Account. A Participant's unfunded and unsecured interest in his Supplemental Company Matching Contributions Account shall become 100% vested upon the earliest of the following to occur:

- (a) Participant's completion of five (5) years of Continuous Service (two (2) years of Continuous Service effective January 1, 2009 for Participants who are or become Employees of the Company on or after January 1, 2009);
- (b) Death of the Participant while employed by the Company;
- (c) Attainment of the Participant's sixty-fifth (65th) birthday while employed by the Company; or
- (d) Occurrence of a Change in Control while the Participant is employed by the Company.

5.3 Forfeitures. If a Participant terminates his employment, any portion of his Supplemental Account (including any amounts credited after his termination of employment) which is not payable to him under Article VI hereof shall be forfeited by him upon such termination.

DISTRIBUTION OF BENEFITS

6.1 Time of Distribution.

(a) **Generally.** Subject to Section 6.6, the vested amount held in a Participant's Supplemental Account hereunder shall become payable to him commencing as soon as administratively feasible on or after the Participant's Payment Date or Installment Date, as applicable, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time. Distributions following a Payment Date or Installment Date, as applicable, pursuant to this Article VI shall be based on the value of the Participant's Supplemental Account as of the applicable Payment Date or Installment Date, respectively, and shall not affect the allocation of future amounts to the Participant's Supplemental Account, if any.

(b) **Delay Upon Separation from Service.** A six (6) month payment delay shall apply to Payment Events resulting from a Separation from Service as follows:

(i) **Separations from Service On and After January 1, 2008.** In the case of a Payment Event resulting from a Participant's Separation from Service on or after January 1, 2008, the Payment Date for purposes of Section 6.1 shall be the first day of the seventh month after the Participant's Separation from Service.

(ii) **Separations from Service Prior to January 1, 2008.** In the case of a Payment Date resulting from a Separation from Service prior to January 1, 2008, but on or after the Effective Date, the six (6) month delay described above in subsection (i) shall apply only to Specified Employees.

6.2 Form of Distribution.

(a) **Normal Form.** Subject to a Participant's election pursuant to subsection (b) below, payment shall be made in the form of a single cash lump sum.

(b) Optional Forms. In lieu of the normal form described in subsection (a) above, the Participant may make a Distribution Election with respect to each Deferral Election to receive the vested balance of his Supplemental Account as applicable to such Deferral Election in any number of annual installments of not less than two (2) years and not more than fifteen (15) years, commencing on the Payment Date and continuing on each Installment Date. Each installment made pursuant to this Section 6.2 shall be calculated by dividing the value of the Participant's vested Supplemental Account on the Payment Date (as to the first payment) or Installment Date (as to each subsequent payment) attributable to such Deferral Election by the number of remaining installment payments. Subsequent Distribution Elections may be made only in accordance with Section 2.3.

6.3 Distribution Upon Unforeseeable Emergency. Notwithstanding anything in the Plan to the contrary, a Participant may, upon application, receive a single sum distribution of all or a portion of his vested Supplemental Account in the event of an Unforeseeable Emergency, with such payment to be made as soon as administratively feasible on or after the date of the Company's receipt of the Participant's application, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time. The amount provided as a hardship distribution must be limited to the amount necessary to meet the need and may not be made to the extent that such Unforeseeable Emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship or by cessation of deferrals under this Plan. Any such hardship distribution shall not have any affect on the allocation of future amounts to the Participant's Supplemental Account.

6.4 Distribution on Death. In the event of a Participant's death hereunder, the value of his Supplemental Account on his date of death shall be paid to his Beneficiary in a lump sum cash payment within sixty (60) days following the Participant's death.

6.5 Distribution Pursuant to Domestic Relations Orders. Notwithstanding the foregoing, the time or schedule of a payment from a Participant's Supplemental Account may be accelerated as necessary to fulfill the requirements to make payment to an alternate payee pursuant to a domestic relations order (as defined in Code Section 414(p)(1)(B)).

6.6 Distribution upon a Change in Control. Notwithstanding the foregoing provisions of this Article VI, if a Participant shall incur a Separation from Service on or within the two (2)-year period immediately following a Change in Control (other than by the Participant's death), the Participant's Distribution Election shall no longer apply, and in lieu thereof, the entire balance of his Supplemental Account as of his Separation from Service shall be paid to him in a single cash payment as soon as administratively feasible on or after the first day of the month that is seven (7) months after such Separation from Service, but in no event later than the second pay processed thereafter pursuant to the Company's routine payroll practices as in effect from time to time.

6.7 Additional Procedures. The Administrator, in its sole discretion, may establish additional procedures and requirements for elections and the payment of benefits under the Plan provided that they do not violate Code Section 409A.

ARTICLE VII

GENERAL PROVISIONS

7.1 Administration

(a) Generally. The Plan shall be administered by the Administrator. The Administrator is hereby authorized to delegate any part or all of its duties to such other administrators as it may appoint.

(b) Duties. The Administrator (or its delegate) shall perform the duties required, and shall have the powers necessary, to administer the Plan and carry out the provisions thereof.

(c) Powers. The powers of the Administrator (or its delegate) shall be as follows:

(i) To determine any question arising in connection with the Plan (and its decision or action in respect thereof shall be final, conclusive and binding upon the Company and the Participants and any other individual interested herein);

(ii) To engage the services of counsel or an attorney (who may be counsel or attorney for the Company) and an actuary, if it deems necessary, and such other agents or assistants as it deems advisable for the proper administration of the Plan; and

(iii) To receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan.

(d) Records and Reports. The Administrator shall keep a record of proceedings and actions and shall maintain or cause to be maintained all such books of account, records, and other data as shall be necessary for the proper administration of the Plan. Such records shall contain all relevant data pertaining to Participants and their rights under this Plan. The Administrator shall have the duty to carry into effect all rights or benefits provided under the Plan to the extent assets of the Company are properly available.

(e) Interpretation. The Administrator may reasonably take any action, correct any defect, supply any omission or reconcile any inconsistency in the Plan, or in any Beneficiary designation under the Plan, in the manner and to the extent it shall deem necessary to carry this Plan into effect or to carry out the Company's intent and purposes in adopting the Plan. Any decision, interpretation or other action made or taken in good faith by the Administrator arising out of or in connection with the Plan, shall be within its reasonable discretion, and shall be final, binding and conclusive on the Company and all Participants and Beneficiaries and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided in this Article VII. The Administrator's determinations hereunder need not be uniform or consistent.

7.2 Claim and Appeal Procedure.

(a) Application for Benefits. In the event of a claim by a Participant or other person for or in respect to any benefit under the Plan, such Participant or other person (the "Claimant") shall present the reason for the claim in writing to the Administrator or to such other person or entity designated and communicated by the Administrator.

(b) Claims and Appeals.

(i) In the event a claim for benefits is denied by the Administrator, written notice of the denial will be provided within ninety (90) days after receipt of the claim, or within one hundred and eighty (180) days if special circumstances require an extension of time (in which event the Claimant will be notified in writing of the delay during the initial ninety (90)-day period and the notice will indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the benefit determination). The notice shall set forth:

(A) the specific reason(s) for the denial;

(B) specific reference to the Plan provisions on which the denial is based;

(C) a description of any additional material or information which must be submitted to perfect the claim, and an explanation of why such material of information is necessary;

(D) an explanation of the Plan's review procedure; and

(E) the time limits applicable to the Plan's review procedure and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

(ii) The Claimant shall have sixty (60) days after the day on which such written notice of denial is received, in which to apply (in person or by his authorized representative) to the Administrator in writing for a full and fair review of the denial of his claim. In connection with such review, the Claimant (or his representative) shall be afforded reasonable opportunity to review pertinent documents, and may submit issues and comments in writing. In addition, the Claimant (or his representative) shall have the right to submit documents, records, and other information relating to the claim for benefits, and shall be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for benefits. At the Administrator's sole option, it may arrange for a written or oral hearing or to meet personally with the Claimant and/or representative for the purpose of hearing the claimant's contentions and such relevant evidence as the Claimant may wish to offer.

(iii) The Administrator will issue its decision on review within sixty (60) days after receipt of the request for review, or within one hundred and twenty (120) days if special circumstances require an extension of time after receipt of the request for review. (Written notice of any such extension will be furnished to the Claimant before the commencement of such extension, and the notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the determination on review.) The decision will be in writing and set forth specific reasons for the decision and specific references to pertinent Plan provisions on which the decision is based. In addition, the written notice of the decision denying a claim will contain:

(A) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records, and other information relevant to the claimant's claim for benefits, and

(B) a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

(iv) The Administrator's review shall take into account all comments, documents, records, and other information submitted by the Claimant (or his representative), without regard to whether such information was submitted or considered in the initial benefit determination.

(v) For purposes of this Section 7.2, Plan information is considered “relevant” to a claimant’s claim if such document, record, or other information

(A) was relied upon in making the benefit determination;

(B) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the determination; or

(C) demonstrates compliance with the Plan’s review procedures and that, if appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

(c) Statute of Limitations. Notwithstanding the foregoing, an action brought under ERISA Section 502(a), if any, must be commenced within one (1) year after the claimant’s receipt of the denial of any appeal from an initial claim denial made pursuant to this Section 7.2, without regard to any state or federal statutes establishing provisions relating to limitations of actions.

(d) Failure to Follow Claims Procedure. If a Claimant does not follow the procedures set forth above, he shall be deemed to have waived the right to appeal benefit determinations under the Plan. In addition, all determinations by and decisions of the Administrator under this Section 7.2 shall be binding on and conclusive as to the claimant.

7.3 No Right to Assets. Any Participant (or Participant’s beneficiary) who may have or claim any interest in or right to any compensation, payment or benefit payable hereunder shall rely solely upon the unsecured promise of the Company as set forth herein for the payment thereof and shall have the status of a general unsecured creditor of the Company. The Plan constitutes a mere promise by the Company to make certain benefit payments in the future. The right of any Participant or beneficiary to benefits hereunder is strictly contractual. Notwithstanding the foregoing provisions of this Article VII, Mine Safety Appliances Company may, in its discretion, establish a trust to pay amounts becoming payable by the Company pursuant to this Plan, which trust shall be subject to the claims of the general creditors of Mine

Safety Appliances Company in the event of its bankruptcy or insolvency. Notwithstanding any establishment of such a trust, the Company shall remain responsible for the payment of any amounts so payable which are not so paid by such trust. If any such trust is established, the trustee will not be required to invest trust assets in accordance with the directions of Participants given in accordance with this Plan, although the trustee, in its discretion, may so invest the trust assets. Notwithstanding any provision of this Plan, all "investment powers" given to any Participant over his Supplemental Account are actually powers to direct a deemed investment of such Supplemental Account, thus determining the investment return on the contributions deemed made to such Supplemental Account and the amount of the benefit the Company must pay the Participant with respect to such Supplemental Account. It is intended that this Plan shall be unfunded for Federal income tax purposes and for purposes of Title I of ERISA. It is intended that any trust established in accordance with this Section 7.3 shall be treated as a grantor trust under the Code and that the establishment of such a trust shall not cause Participants to realize current income on amounts contributed thereto.

7.4 No Contract of Employment. This Plan shall not be construed to establish a guarantee of future or continued employment by the Company of any Participant.

7.5 Non-Alienation. Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment, whether voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish the same shall be void; nor shall any such distribution or payment be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such distribution or payment. If any Participant or Beneficiary is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish any such distribution or payment voluntarily or involuntarily, the Administrator, in its discretion, may hold or cause to be held or applied such distribution or payment or any part thereof to or for the benefit of such Participant or Beneficiary in such manner as the Administrator shall direct. The provisions of this Section 7.5 shall not apply to any benefit payable pursuant to a "qualified domestic relations order," as defined in Section 414(p) of the Code, which the Administrator determines is applicable to any benefit hereunder as referenced in Section 6.5.

7.6 Payments to Minors or Incompetents. If the Administrator determines that any person entitled to payments under the Plan is a minor or incompetent by reason of physical or mental disability, it may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this provision shall completely discharge the Company, the Plan, and the Administrator.

7.7 No Effect on Other Compensation and Benefits. Nothing contained herein shall exclude or in any manner modify or otherwise affect any existing or future rights of any Participant to participate in and receive the benefits of any compensation, bonus, pension, life insurance, medical or other employee benefit plan or program to which he or she otherwise might be or become entitled as an officer or employee of the Company.

7.8 Construction: Choice of Laws. The provisions of the Plan shall be construed, administered and governed under the laws of the Commonwealth of Pennsylvania (including its statute of limitations provisions, but excluding its choice of law provisions) to the extent such laws are not preempted by ERISA or any other federal laws which may from time to time be applicable. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of Articles and Sections hereof are for convenience of reference only and are not to be taken into account in construing the provisions of this Plan.

7.9 Invalidity of Provisions. If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if said illegal and invalid provision had never been inserted herein.

7.10 Status. This Plan is not intended to satisfy the requirements for qualification under Section 401(a) of the Code. It is intended to be a nonqualified plan that is not subject to ERISA except as required by applicable law. The Plan shall be construed and administered so as to effectuate this intent.

7.11 Expenses. The Company shall bear all expenses incurred by the Administrator in administering this Plan.

7.12 Indemnification for Liability. The Company shall indemnify the Administrator and the employees of the Company to whom the Administrator delegates duties under this Plan, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with this Plan, unless the same is determined to be due to gross negligence or willful misconduct.

7.13 Successors. To the extent not automatically assumed by operation of law, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume the Company's obligations hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

7.14 Withholding Requirements. Payment of benefits under this Plan shall be subject to applicable withholding requirements.

7.15 Amendment and Termination. The Company expects to continue the Plan indefinitely, but specifically reserves the right, in the sole and unfettered discretion of its Board, at any time, to amend, in whole or in part, any or all of the provisions of the Plan and to terminate the Plan in whole or in part, provided, however, that no such amendment or termination shall (a) reduce or adversely affect the benefits payable under the Plan to a Participant (or his Beneficiary) if the Participant's termination of employment with the Company

has occurred prior to such termination or amendment of the Plan, or (b) reduce or adversely affect the benefit to be paid with respect to the Participant on the date of such termination or amendment, as compared with the benefit that would have been payable with respect to the Participant if his employment had terminated on the day before the Plan was so terminated or amended. Upon a termination of the Plan, no further Supplemental Employee Contributions or Supplemental Company Matching Contributions shall be made under the Plan, but the Supplemental Accounts maintained under the Plan at the time of such Plan Termination shall continue to be governed by the terms of the Plan until paid out in accordance with such terms. Termination of the Plan shall not be a distribution event under the Plan.

7.16 Limitation of Liability. Notwithstanding any provision herein to the contrary, the Company, nor any individual acting as employee or agent of the Company, shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan, unless attributable to fraud or willful misconduct on the part of the Company or any such agent of the Company, or a breach by the Company of any provision of the Plan that results in a reduction of the benefit provided hereunder.

7.17 409A Compliance. Prior to January 1, 2008, the Plan was intended to and was administered to comply with the requirements of Code Section 409A, including good faith, reasonable statutory interpretations of Section 409A that occurred prior to the Plan's execution date and that were contrary to the terms of the Plan, if any. The Plan shall at all times be interpreted in a manner consistent with Section 409A. In the event that any provision that is necessary for the Plan to comply with Section 409A is determined by the Administrator, in its sole discretion, to have been omitted, such omitted provision shall be deemed to be included herein and is hereby incorporated as part of the Plan.

IN WITNESS WHEREOF, Mine Safety Appliances Company has evidenced the adoption of the foregoing 2005 MSA Supplemental Savings Plan by its duly authorized officer and attested to on this 19th day of December, 2008.

ATTEST:

MINE SAFETY APPLIANCES COMPANY

Douglas K. McClaine
Secretary

By _____
Dennis L. Zeitler
Vice President, CFO, and Treasurer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13a-14(a)

I, William M. Lambert, certify that:

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

MINE SAFETY APPLIANCES COMPANY

/s/ William M. Lambert

William M. Lambert
Chief Executive Officer

April 30, 2009

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(a)

I, Dennis L. Zeitler, certify that:

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

MINE SAFETY APPLIANCES COMPANY

/s/ Dennis L. Zeitler

Dennis L. Zeitler

Chief Financial Officer

April 30, 2009

CERTIFICATION

Pursuant to 18 U.S.C. (S) 1350, the undersigned officers of Mine Safety Appliances Company (the "Company"), hereby certify, to the best of their knowledge, that the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 (the "Report") fully complies with the requirements of Section 13 (a) or 15 (d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

April 30, 2009

/s/ William M. Lambert

William M. Lambert
Chief Executive Officer

/s/ Dennis L. Zeitler

Dennis L. Zeitler
Chief Financial Officer