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 September 30, 1999 Commission File No. 0-2504

MINE SAFETY APPLIANCES COMPANY

(Exact name of registrant as specified in its charter)

Pennsylvania	25-0668780
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

121 Gamma Drive RIDC Industrial Park O'Hara Township Pittsburgh, Pennsylvania	15238
(Address of principal executive offices)	(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 X No

As of October 31, 1999, there were outstanding 4,871,907 shares of common stock without par value, including 567,630 shares held by the Mine Safety Appliances Company Stock Compensation Trust.

PART I FINANCIAL INFORMATION

MINE SAFETY APPLIANCES COMPANY

CONSOLIDATED CONDENSED BALANCE SHEET

(Thousands of dollars, except share data)

(Unaudited)

	September 30 1999	December 31 1998
ASSETS		
Current assets		
Cash	$ 7,269	$ 10,084
Temporary investments, at cost plus accrued interest	11,725	13,936
Accounts receivable, less allowance (1999 - $2,812; 1998 - $3,004)	93,388	94,850
Inventories:		
Finished products	42,863	36,956
Work in process	15,743	12,445
Raw materials and supplies	35,240	36,090
Total inventories	93,846	85,491
Other current assets	23,445	24,848
Total current assets	229,673	229,209
Property, plant and equipment	378,360	371,687
Accumulated depreciation	(213,486)	(207,126)
Net property	164,874	164,561
Prepaid pension cost	56,256	46,162
Other assets	19,464	16,784
TOTALS	$ 470,267	$ 456,716
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Notes and accounts payable	$ 78,870	$ 68,416
Federal, foreign, state and local income taxes	6,010	991
Other current liabilities	45,618	40,599
Total current liabilities	130,498	110,006
Long-term debt	11,893	11,919
Pensions and other employee benefits	59,339	60,550
Noncurrent liabilities and deferred credits	31,091	31,395
Shareholders' equity		
Preferred stock, 4-1/2% cumulative - authorized 100,000 shares of $50 par value; issued 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 20,000,000 shares of no par value; issued 6,779,231 and 6,779,231 (outstanding 4,311,783 and 4,378,874)	12,616	12,591
Common stock compensation trust - 569,600 and 571,690 shares	(26,771)	(26,869)
Less treasury shares, at cost:		
Preferred - 49,397 and 49,313 shares	(1,598)	(1,595)
Common - 1,897,848 and 1,828,667 shares	(93,815)	(89,521)
Deferred stock compensation	(632)	(951)
Accumulated other comprehensive loss	(14,980)	(10,240)
Retained earnings	359,057	355,862
Total shareholders' equity	237,446	242,846
TOTALS	$ 470,267	$ 456,716

See notes to consolidated condensed financial statements

MINE SAFETY APPLIANCES COMPANY
CONSOLIDATED CONDENSED STATEMENT OF INCOME
(Thousands of dollars, except earnings per share)
(Unaudited)

	Three Months Ended September 30		Nine Months Ended September 30	
	1999	1998	1999	1998
Net sales	$ 118,004	$ 116,060	$ 357,646	$ 364,918
Other income	515	960	1,992	5,143
	118,519	117,020	359,638	370,061
Costs and expenses				
Cost of products sold	76,774	72,158	228,931	231,462
Selling, general and administrative	32,453	32,731	97,816	101,210
Depreciation and amortization	6,004	5,454	17,253	16,732
Interest	891	1,006	2,655	2,416
Currency exchange (gains)/losses	(215)	119	(569)	287
Special pension credits	(5,925)		(1,317)	(3,993)
Facilities consolidation & restructuring charges	1,465	349	2,327	642
	111,447	111,817	347,096	348,756
Income before income taxes	7,072	5,203	12,542	21,305
Provision for income taxes	2,731	2,130	4,894	7,942
Net income	$ 4,341	$ 3,073	$ 7,648	$ 13,363
Basic earnings per common share	$ 1.01	$ 0.69	$ 1.76	$ 3.00
Diluted earnings per common share	$ 1.00	$ 0.69	$ 1.75	$ 2.99

See notes to consolidated condensed financial statements

MINE SAFETY APPLIANCES COMPANY
CONSOLIDATED CONDENSED STATEMENT OF CASH FLOWS
(Thousands of dollars)
(Unaudited)

	Nine Months Ended September 30 1999	Nine Months Ended September 30 1998
OPERATING ACTIVITIES		
Net income	$ 7,648	$ 13,363
Depreciation and amortization	17,253	16,732
Deferred taxes,pensions, and other non-cash charges/(credits)	(11,062)	(9,873)
Gain on divestitures		(2,238)
Changes in operating assets and liabilities	4,729	(4,018)
Other - principally currency exchange adjustments	(3,928)	(2,661)
Cash flow from operating activities	14,640	11,305
INVESTING ACTIVITIES		
Property additions	(19,766)	(22,838)
Property disposals, net	573	700
Net proceeds from divestitures		22,865
Other investing	(6,368)	(3,589)
Cash flow from investing activities	(25,561)	(2,862)
FINANCING ACTIVITIES		
Additions to long-term debt	362	110
Reductions of long-term debt	(295)	(693)
Changes in notes payable and short term debt	15,508	9,353
Cash dividends	(4,453)	(4,446)
Company stock purchases and sales, net	(4,174)	(4,507)
Cash flow from financing activities	6,948	(183)
Effect of exchange rate changes on cash	(1,053)	(2,494)
Net(decrease)/increase in cash and cash equivalents	(5,026)	5,766
Beginning cash and cash equivalents	24,020	19,921
Ending cash and cash equivalents	$ 18,994	$ 25,687

See notes to consolidated condensed financial statements

MINE SAFETY APPLIANCES COMPANY
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited)

(1) The Management's Discussion and Analysis of Financial Condition and Results of Operations which follows these notes contains additional information on the results of operations and the financial position of the company. Those comments should be read in conjunction with these notes. The company's Annual Report on Form 10-K for the year ended December 31, 1998 includes additional information about the company, its operations, and its financial position, and should be read in conjunction with this quarterly report on Form 10-Q.

(2) The results for the interim periods are not necessarily indicative of the results to be expected for the full year.

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

(4) In the opinion of management, all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of these interim periods have been included.

(5) A pre-tax gain of $5.9 million ($3.6 million after-tax) was recognized in the third quarter of 1999 related to lump sum settlements of pension benefits for participants in a voluntary retirement incentive program (VRIP) for non-production employees in the U.S. Year-to-date 1999 results reflect a net VRIP-related gain of $1.3 million ($800,000 after-tax) which includes the third quarter settlement gain, partially offset by second quarter termination benefit charges of $4.6 million ($2.8 million after-tax).

(6) Basic earnings per share is computed on the weighted average number of 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 earnings per share.

	Three Months Ended September 30		Nine Months Ended September 30	
	1999	1998	1999	1998
	(In thousands)		(In thousands)	
Net income	$ 4,341	$ 3,073	$ 7,648	$ 13,363
Preferred stock dividends declared		12	37	37
Income available to common shareholders	4,341	3,061	7,611	13,326
Basic shares outstanding	4,315	4,432	4,333	4,445
Stock options	14	21	11	17
Diluted shares outstanding	4,329	4,453	4,344	4,462
Antidilutive stock options	7		7	

(7) Comprehensive income was $4,390,000 and $2,908,000 for the three and nine months ended September 30, 1999, respectively, and $1,869,000 and $8,272,000 for the three and nine months ended September 30, 1998, respectively. Comprehensive income includes net income and changes in accumulated other comprehensive income, primarily cumulative translation adjustments, for the period.

(8) The company is organized into three geographic operating segments (U.S., Europe, and Other non-U.S.), each of which includes a number of operating companies. There have not been any changes in the basis of segmentation and measurement of segment profit and loss.

Reportable segment information is presented in the following table:

(In Thousands)

	U.S.	Europe	Other non-U.S.	Reconciling	Consol. totals
	Three Months Ended September 30, 1999				
Sales to external customers	$64,744	$28,131	$25,141	($12)	$118,004
Intercompany sales	9,459	4,227	287	(13,973)	
Net income(loss)	4,649	(783)	1,113	(638)	4,341
	Nine Months Ended September 30, 1999				
Sales to external customers	206,186	84,109	67,747	(396)	357,646
Intercompany sales	25,094	13,360	1,130	(39,584)	
Net income(loss)	6,924	(1,081)	2,425	(620)	7,648
	Three Months Ended September 30, 1998				
Sales to external customers	65,811	28,041	21,463	745	116,060
Intercompany sales	8,056	3,614	524	(12,194)	
Net income(loss)	2,147	(26)	155	797	3,073
	Nine Months Ended September 30, 1998				
Sales to external customers	213,994	85,643	63,854	1,427	364,918
Intercompany sales	25,118	10,538	1,308	(36,964)	
Net income(loss)	12,798	(812)	1,143	234	13,363

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

MINE SAFETY APPLIANCES COMPANY
MANAGEMENT'S DISCUSSION AND ANALYSIS

Forward-looking statements

This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include, without limitation, statements regarding expectations for future product introductions, cost reduction and restructuring plans, liquidity, sales and earnings, Year 2000 readiness, and market risk. Actual results may differ from expectations contained in such forward-looking statements and can be affected by any number of factors, many of which are outside of management's direct control. Among the factors that could cause such differences are the effects of cost reduction efforts, new product introductions, market and operating conditions affecting major specialty chemical customers, availability of critical materials and components, Year 2000 readiness of critical third parties, the economic environment, and interest and currency exchange rates.

Results of operations

Organizational initiatives

During the third quarter of 1999 the company recorded a pre-tax gain of $5.9 million ($3.6 million after-tax, or 83 cents per basic share) relating to lump-sum settlements of pension benefits for participants in a voluntary retirement incentive program (VRIP) for non-production employees in the U.S. Termination benefit charges of $4.6 million pre-tax ($2.8 million after-tax, or 65 cents per basic share) were recognized in the second quarter of 1999. The net effect of the VRIP on year-to-date 1999 results was a pre-tax gain of $1.3 million ($800,000 after-tax, or 18 cents per basic share). The company expects to recognize an additional VRIP-related pension settlement gain in the fourth quarter of 1999. All VRIP participants had retired by July 31, 1999. Staff reductions resulting from the VRIP are expected to lower pre-tax annual operating costs by approximately $4.0 million.

The company is also actively pursuing opportunities to consolidate office facilities in the Pittsburgh area as a means of reducing operating costs and improving communications and productivity.

In Europe, a new management team is implementing organizational changes which are expected to reduce operating costs and establish a more integrated approach to business in that area. Workforce reductions made in Europe during 1999 are expected to lower pre-tax operating costs by approximately $2.0 million annually.

During the third quarter of 1999 the company incurred pre-tax restructuring charges, primarily in Europe, of $1.5 million ($810,000 after-tax, or 19 cents per basic share). Year-to-date results include pre-tax restructuring charges in the U.S. and Europe totalling $2.3 million ($1.3 million after-tax, or 29 cents per basic share).

During the fourth quarter of 1999, the company expects to record additional restructuring charges related to further workforce reductions in Europe.

Three months ended September 30, 1999 and 1998

Sales for the third quarter of 1999 were $118.0 million, an increase of $1.9 million, or 2%, from $116.1 million in the third quarter of last year.

Third quarter 1999 sales for U.S. operations were even with the third quarter of last year. Improvements in U.S. sales of safety products were largely offset by lower instrument and specialty chemical sales. Shipments of self-contained breathing apparatus and thermal imaging cameras to the fire service market continued to be strong in the quarter. Activity was slow in most other U.S. safety markets during the summer. MSA has seen some recovery in September, which is expected to continue. MSA and its distributors in the U.S and other areas were affected by the serious fall in oil prices that affects this key customer group and related industries. Oil prices have recovered in the past quarter and the company looks forward to more purchasing activities and projects in these important areas. Delays in new product introductions continued to depress instrument product sales for much of the quarter. The company began shipping its improved Passport FiveStar Alarm multigas detector late in the third quarter of 1999 and priority efforts are being placed on other new instrument product introductions. Third quarter 1999 sales of specialty chemical were significantly lower than the same period last year. Specialty chemical products are sold to a limited number of large pharmaceutical and chemical companies. Sales levels for specialty chemicals are largely dependent on the performance of these customers' products in their respective markets. The decline in the third quarter was almost entirely due to various special situations with individual customer's production and marketing activity. The company believes that lower specialty chemical sales in the third quarter of 1999 were the result of an accumulation of mostly temporary factors and expects that sales will recover in the fourth quarter and continue to grow next year. Overall, incoming commercial orders for safety products in the U.S. exceeded shipments in the third quarter. U.S. Government incoming orders for safety products have also been good, even without major gas mask projects, and government backlog increased somewhat in the third quarter.

European sales for third quarter 1999 were also even with the prior year third quarter. Fire service sales in Germany continued to be strong. These gains were largely offset by seasonal expectations, poor economic conditions in Russia, and currency exchange effects when stated in U.S. dollars. Sales in the company's other international operations were substantially higher than the prior year, which was depressed by the well-publicized economic problems that particularly affected the Asian and South American markets. Sales and profitability of MSA Africa continued to be boosted by the second quarter 1999 acquisition of Campbell Gardwel, making the company the largest safety products supplier on the African continent. Currency exchange effects on sales of other international operations during the quarter were minor.

Gross profit for the third quarter of 1999 was $41.2 million, a decrease of $2.7 million, or 6%, from $43.9 million in 1998. The ratio of gross profit to sales was 34.9% in the third quarter of 1999 compared to 37.8% in the corresponding quarter last year. The lower gross profit percentage reflects changes in sales mix and a general narrowing of margins in Europe resulting from the introduction of the Euro-currency.

Selling, general and administration costs in the third quarter of 1999 were slightly lower than the prior year third quarter.

Higher depreciation and amortization expense in the quarter was primarily related to mid-year production equipment and information technology additions in Europe.

Income before income taxes was $7.1 million for third quarter 1999 compared to $5.2 million last year. Third quarter 1999 results included the previously-discussed $5.9 million credit related to the VRIP and restructuring charges of $1.5 million. Third quarter 1998 results included restructuring charges of $350,000. Third quarter income before taxes adjusted for the effects of these special items in both years declined 53%. The decrease is primarily due to the lower sales of specialty chemicals discussed above.

The effective income tax rate for the third quarter of 1999 was 38.6% compared to 40.9% in 1998. The lower third quarter 1999 effective rate reflected the proportionately higher income in the U.S. and tax benefits associated with losses in Europe.

Net income in the third quarter of 1999 was $4.3 million, or $1.01 per basic share, compared to $3.1 million, or 69 cents per basic share last year. Excluding the after-tax effects of the special pension credits and restructuring charges in both years, net income was down 51%.

Nine months ended September 30, 1999 and 1998
- --

Sales for the nine months ended September 30, 1999 were $357.6 million, a decrease of $7.3 million, or 2%, from $364.9 million last year. Sales in the prior year included the HAZCO Services, Inc. and Baseline Industries, Inc. business units until they were divested on June 30, 1998. Excluding these units, year-to-date sales of ongoing businesses increased 2% compared to last year.

Total sales of ongoing U.S. operations for the nine months ended September 30, 1999 were 3% higher than last year. The improvement continued to reflect strength in self-contained breathing apparatus and thermal imaging camera sales to the fire service market and safety products sales in government markets. Instrument product sales year-to-year were relatively flat. Specialty chemical sales for the nine months were somewhat lower than the prior year, reflecting the previously-discussed decrease in the third quarter of 1999.

Year-to-date 1999 sales in Europe were flat compared to 1998. Currency exchange effects on sales in Europe when stated in U.S. dollars were minimal for the nine months. Sales of other international operations improved in most markets, although these gains were partially offset by unfavorable exchange rate movements when stated in U.S. dollars.

Gross profit for the nine months ended September 30, 1999 was $128.7 million, a decrease of $4.8 million, or 4%, from $133.5 million in 1998. The 1999 ratio of gross profit to sales was 36.0% compared to 36.6% last year.

The decrease in selling and administrative costs reflects the absence of the HAZCO and Baseline operations in 1999, partially offset by higher operating costs associated with the new enterprise-wide computer system. As discussed previously, specific cost improvement efforts have been completed in 1999 and additional initiatives are in progress.

Slightly higher depreciation and amortization expense in 1999 primarily reflects higher depreciation associated with information systems which were placed in service in mid-1998, largely offset by the divestitures of the HAZCO and Baseline business units at the end of second quarter 1998.

Income before income taxes was $12.5 million for the nine months ended September 30, 1999 compared to $21.3 million in 1998. The 1999 results included the net VRIP gain of $1.3 million and restructuring charges of $2.3 million. The 1998 results included the $3.0 million gain on the divestitures of the HAZCO and Baseline business units, a $4.0 million pension settlement gain, and $640,000 in restructuring charges. The 1998 pension gain resulted from settling remaining pension liabilities to former employees from the Esmond, Rhode Island plant which was closed in 1997. Year-to-date income before taxes adjusted for the effects of these special items in both years declined 9%.

The effective income tax rate for the nine months ended September 30, 1999 was 39.0% compared with 37.3% last year. The lower 1998 rate reflects recognition of tax benefits associated with the divestiture of the Baseline business unit.

Net income for the nine months ended September 30, 1999 was $7.6 million, $1.76 per basic share, compared to $13.4 million or $3.00 per basic share last year. Excluding the after-tax effects of the special pension credits and restructuring charges in both years and the gain on sales of business units in 1998, net income was down 10%.

Liquidity and Financial Condition

Cash and cash equivalents decreased $5.0 million during the first nine months of 1999 compared with an increase of $5.8 million last year, which included net proceeds from divestitures of nearly $23.0 million.

Cash provided by operating activities totaled $14.6 million for the first nine months of 1999 compared to $11.3 million last year. The improvement was primarily related to favorable changes in operating assets and liabilities.

Investing activities used cash of $25.6 million in the nine months ended September 30, 1999 compared with cash outflows of $2.9 million in 1998. Lower cash used for investing activities in 1998 reflected the proceeds from the divestitures of the HAZCO and Baseline business units.

Financing activities provided $6.9 million in the first nine months of 1999, mainly from increased short-term borrowings, compared to a minor use of cash in 1998.

Available credit facilities and internal cash resources are considered adequate to provide for ensuing capital requirements.

Year 2000 Readiness

The company is continuing Year 2000 readiness action plans which focus on computerized and automated systems and processes that are critical to operations, key vendors and service providers, and MSA products.

State of readiness - In 1996, to provide the information infrastructure for MSA's evolving global management strategy, the company began a project to replace significant information technology (IT) systems world-wide with a fully-integrated Enterprise Wide System (EWS) using SAP R/3. Because SAP R/3 is Year 2000 compliant, implementation of EWS at various MSA companies has been timed to reduce the Year 2000 impact on IT systems. EWS is currently operating at all MSA locations in the U.S. and at international affiliates in Britain, Germany, Sweden, and Mexico. Operations which have implemented EWS account for approximately 75% of sales and 90% of manufacturing activity. IT systems at all international operations that are not on EWS are Year 2000 compliant except for two. Readiness efforts are ongoing at these two companies, neither of which is material to the consolidated results, and are expected to be completed before the end of 1999.

MSA continues to address Year 2000 compliance in a number of other areas, including: non-IT systems and processes (such as physical plant and manufacturing systems), key vendors and service providers, EDI systems, and MSA products. The following chart provides estimated percentages of completion for the inventory of systems and processes that may be affected by the Year 2000, the analysis performed to determine the Year 2000 impact on inventoried systems and processes, and the Year 2000 readiness of the inventoried systems and processes.

	Percent Completed		
As of October 31, 1999	Y2K Inventory	Y2K Impact Assessment	Y2K Readiness
Information technology	100%	100%	98%
Non-information technology	98%	95%	95%

Costs of Year 2000 remediation - Costs associated with Year 2000 remediation, which exclude costs associated with the EWS project, are estimated to total less than $5 million. These costs, which are funded from operating cash flow, are expensed as incurred each year.

Risks and contingency plans - Failure to identify and correct significant Year 2000 issues could result in interruption of normal business operations. The company believes that the efforts described above should reasonably identify and address the impact of the Year 2000 issue and its effect on operations and should reduce the possibility of significant interruptions. However, due to the uncertainties inherent in the Year 2000 problem, including the readiness of third party vendors and service providers and customers, the most likely worst case Year 2000 scenario would be temporary disruption of business in certain locations in the event of noncompliance by the company or third parties. Disruptions could include temporary production stoppages and delays in delivery of product.

Year 2000 contingency plans have been developed by each major operating location and functional area. Contingency plans may include stockpiling raw materials and finished goods inventories, developing emergency recovery procedures, identifying alternate suppliers, replacing electronic applications with manual processes, and other appropriate measures. Year 2000 contingency planning is an ongoing process which will continue through the remainder of this year as new information becomes available.

Financial Instrument Market Risk

There have been no material changes in the company's financial instrument market risk during the third quarter of 1999. For additional information, refer to page 14 of the company's Annual Report to Shareholders for the year ended December 31, 1998.

PART II OTHER INFORMATION
MINE SAFETY APPLIANCES COMPANY

Item 1. Legal Proceedings

Not Applicable

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

(10) (n) MSA Supplemental Savings Plan

(b) Reports on Form 8-K

No reports on Form 8-K were filed during the quarter ended September 30, 1999.

SIGNATURES

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

MINE SAFETY APPLIANCES COMPANY

Date: November 10, 1999

By S/James E. Herald
James E. Herald
Vice President - Finance;
Principal Financial and
Accounting Officer

THE SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM SEPTEMBER 1999 FINANCIAL STATEMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS

9-MOS
DEC-31-1999
SEP-30-1999
7,269
11,725
96,200
(2,812)
93,846
23,445
378,360
(213,486)
470,267
130,498
11,893
0
3,569
12,616
221,261
470,267
357,646
359,638
228,931
246,184
(569)
0
2,655
12,542
4,894
7,648
0
0
0
7,648
1.76
1.75

EXHIBIT 10 (n)

MSA SUPPLEMENTAL SAVINGS PLAN

As Amended and Restated

Effective December 1, 1999

MSA SUPPLEMENTAL SAVINGS PLAN

TABLE OF CONTENTS

MSA SUPPLEMENTAL SAVINGS PLAN

Preamble

Mine Safety Appliances Company (the "Company") has established and maintains the MSA Retirement Savings Plan (the "Retirement Savings Plan"), a retirement plan qualified under Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended (the "Code"). The Retirement Savings Plan permits eligible employees to elect to defer a percentage of their Compensation, but not more than 10% thereof, contributing the same to the Retirement Savings Plan (subject to certain limitations). The Company presently matches, on a 50% basis, each dollar contributed by a Participant, up to 8% of Compensation.

As a result of the limitations imposed upon the aggregate amount of contributions which could be made to the Retirement Savings Plan by Section 415 of the Code, the Company previously adopted a non-qualified, unfunded Supplemental Savings Plan, an "excess benefit plan" as described in Section 3(36) of the Employee Retirement Income Security Act ("ERISA"), to allow those Participants whose benefits under the Retirement Savings Plan would otherwise be significantly restricted to continue to make elective pre-tax deferrals and to provide the Company contribution relating to such deferrals.

However, as a result of further changes in the Code, additional limitations were placed upon the amount of compensation which could be considered for purposes of the Retirement Savings Plan, and the benefits of certain highly compensated employees were further limited. As a result, the Company amended and restated the Supplemental Savings Plan, effective January 1, 1997, in order to restore the benefits of certain executive employees which would otherwise be lost as a result of such limitations. As so amended, the Plan is designed to be an unfunded plan for the benefit of a select group of management or highly compensated employees, but not an "excess benefit plan" under ERISA.

The Company has now decided to amend and restate the Plan in order to permit a participant to determine the earnings on his Plan account by choosing among a number of investment funds in which the amounts in his Plan account will be deemed to be invested, to provide certain Change-in-Control protection with respect to Plan benefits and to expressly state within the Plan certain provisions which were previously incorporated by reference to the Company's Retirement Savings Plan.

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 shall also be the "named fiduciary" (within the meaning of section 402(a)(2) of ERISA) and may serve in more than one fiduciary capacity with respect to the Plan. 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 (other than that of named fiduciary) to such other person or persons, who may also serve in more than one fiduciary capacity with respect to the Plan.

1.2 "AMENDMENT EFFECTIVE DATE" means the effective date of the 1999 amendment and restatement of the Plan.

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, or, 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.

1.4 "BOARD" means the Board of Directors of Mine Safety Appliances Company, or any successor thereto.

1.5 "CHANGE IN CONTROL" of the Company shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(I) any Person (as defined in this Section 1.5) is or becomes the Beneficial Owner (as defined in this Section 1.5), 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 (which term shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act, as defined in this Section 1.5)) 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 May 5, 1998, 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 May 5, 1998 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 common stock 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.

"BENEFICIAL OWNER" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

"EXCHANGE ACT" shall mean the Securities and Exchange Act of 1934, as amended from time to time.

"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, or (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 Amendment Effective Date or any Affiliate of any such individual or entity, including, for purposes of this Plan, 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.

1.6 "CLAIMANT" has the meaning given it in Section 7.2 hereof.

1.7 "CODE" means the Internal Revenue Code of 1986, as amended from time to time.

1.8 "CODE LIMITATIONS" means the limitations of either Section 401(a)(17) or Section 415(c)(2) of the Code, restricting the contributions of a Participant or the Company under the provisions of the Retirement Savings Plan, but not Section 402(g) of the Code, limiting the dollar amount of a Participant's tax-deferred contributions.

1.9 "COMPANY" means Mine Safety Appliances Company, a Pennsylvania corporation, and, except in determining under Section 1.5 hereof whether or not any Change in Control of the Company has occurred, any successor thereto. For purposes of this Plan (except in determining under Section 1.5 hereof whether or not any Change in Control of the Company has occurred), 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."

1.10 "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).

1.11 "DEFERRAL ELECTION" means a "salary reduction agreement" between an Eligible Employee and the Company, as described in Sections 3.1 and 3.2 hereof.

1.12 "ELIGIBLE EMPLOYEE" means 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.

1.13 "INVESTMENT FUNDS" means the separate investment vehicles designated by the Administrator in which the amounts in a Participant's

Supplemental Account can be deemed invested at the election of the Participant in accordance with Article IV hereof.

1.14 "PARTICIPANT" means an individual who, as an Eligible Employee, participated in the Plan prior to the Amendment Effective Date and/or files a Deferral Election with respect to Compensation in accordance with Section 3.1 or 3.2 hereof. An individual who becomes a Participant continues to be a Participant until the entire amount of his benefit hereunder has been distributed.

1.15 "PLAN" means this MSA Supplemental Savings Plan as in effect from time to time.

1.16 "RETIREMENT SAVINGS PLAN" means the MSA Retirement Savings Plan as in effect from time to time.

1.17 "SUPPLEMENTAL ACCOUNT" means the unfunded bookkeeping account established and maintained in accordance with Article III hereof to record the contributions deemed to be made by the Participant and the Company, as well as the earnings, gains and losses thereon, expenses allocable thereto, distributions therefrom and other reductions in value thereof. The Supplemental Account shall be comprised of two bookkeeping sub-accounts, the Supplemental Employee Contributions Account and the Supplemental Company Matching Contributions Account, as described in Article III hereof.

1.18 "VALUATION DATE" means every business day.

ARTICLE II

PARTICIPATION

2.1 An Eligible Employee who is a Participant in this Plan immediately prior to the Amendment Effective Date shall continue to be a Participant as of the Amendment Effective Date. Any other Eligible Employee who files a Deferral Election in accordance with Section 3.1 or 3.2 hereof shall become a Participant in this Plan as of the date provided in such Deferral Election (unless already a Participant herein).

ARTICLE III

THE SUPPLEMENTAL ACCOUNT

3.1 Deferral Election and Supplemental Employee Contributions. An Eligible Employee may elect to execute a "salary reduction agreement" with the Company (a "Deferral Election") to reduce his Compensation during a stated deferral period by a specified percentage not exceeding eight percent (8%) (hereafter in this Article III, the "Elected Percentage"), such reduction to be offset by Employee Contributions made on behalf of the Eligible Employee to the Retirement Savings Plan with respect to such 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 (who thus becomes a Participant hereunder). The Deferral Election must be filed with the Administrator before the beginning of the relevant deferral period. The timely-filed Deferral Election 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 3.2 hereof) shall be a complete calendar year. Such Deferral Election shall be effective to defer Compensation relating to the Participant's services performed in such calendar year. A Deferral Election with respect to Compensation during a calendar year cannot be altered or revoked during that calendar year and shall also remain in effect with respect to services in each succeeding calendar year (if the individual is an Eligible Employee on December 31st of the relevant calendar year to which the Deferral Election shall have already been applied), until and unless a new Deferral Election (which may include, without limitation, an agreement that no deferrals shall be made in such succeeding calendar year) becomes effective. Such a new Deferral Election will be effective as of the first day of the next following calendar year after its filing with the Administrator and will apply only to Compensation payable with respect to services rendered on and after such first day of the following year. Amounts credited to the Participant's Supplemental Employee Contributions Account prior to the effective date of any new Deferral Election will not be affected.

3.2 Some Mid-Year Elections Permitted. In the first calendar year in which an Employee becomes an Eligible Employee (or (i) in the calendar year in which a former Employee who has returned to the Company's employ becomes an Eligible Employee (whether or not he was an Eligible Employee during a previous period of employment) or (ii) in the calendar year in which a former Eligible Employee who continued as an Employee (but ceased to be an Eligible Employee and no longer has a Deferral Election in effect) again becomes an Eligible Employee), he may make and file a Deferral Election within thirty days after he becomes an Eligible Employee as to Compensation for services performed during such calendar year subsequent to filing the Deferral Election. Further, in 1998, the deferral arrangements in effect immediately prior to the Amendment Effective Date of individuals who are Participants immediately prior to the Amendment Effective Date shall continue in effect through December 31, 1998.

3.3 Supplemental Company Matching Contributions. The Employer shall credit as Supplemental Company Matching Contributions to the Supplemental Company Matching Contributions Account portion of the Supplemental Account of each Participant who has Supplemental Employee Contributions credited to his Supplemental Account with respect to any calendar year Supplemental Company Matching Contributions with respect to such calendar year equal to fifty percent (50%) of the result of subtracting the aggregate amount of Company Matching Contributions credited to the Participant's account under the Retirement Savings Plan with respect to such calendar year from the lesser of the Elected Percentage of Compensation or eight percent (8%) of Compensation.

3.4 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 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 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 received from an Investment Fund shall be deemed 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 made.

3.5 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.

ARTICLE IV

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 7.3 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 recordkeeper, 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 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 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 interest in his Supplemental Company Matching Contributions Account shall become 100% vested upon the earliest of the following to occur:

(i) Participant's completion of five (5) years of Continuous Service;
(ii) Death of the Participant while employed by the Company;
(iii) Attainment of the Participant's 65th birthday while employed by the Company; or
(iv) 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.

ARTICLE VI

DISTRIBUTION OF BENEFITS

6.1 Time of Distribution. The vested amount held in a Participant's Supplemental Account hereunder shall become payable to him as of the date of his termination of employment unless the Participant has, not later than December 31st of the calendar year prior to the otherwise applicable payment date, filed an election in writing with the Administrator to defer the commencement of benefits to a later date. Under no circumstance, however, may the commencement of benefits be delayed beyond the first day of April of the year following the calendar year in which the Participant attains age 70-1/2.

6.2 Form of Distribution. If the value of the Participant's vested Supplemental Account is less than $25,000, cash payment shall be made in a single lump sum. If the value of the Participant's vested Supplemental Account is $25,000 or more, cash payment will be made in five (5) approximately equal annual installments, each installment calculated by dividing the then-current value of the Participant's vested Supplemental Account by the number of remaining installment payments. Alternatively, a Participant may elect, not later than during the calendar year preceding the calendar year which includes the otherwise applicable payment date, to receive the entire vested balance of his Supplemental Account in a single cash payment. Notwithstanding the foregoing provisions of this Section 6.2, if the employment of a Participant shall be terminated within the three-year period immediately following a Change in Control (other than by the Participant's death), the entire balance of his Supplemental Account shall be paid to him in a single cash payment, not later than the fifth (5th) business day following such termination.

6.3 Distribution on Death. In the event of a Participant's death hereunder, the then current value of his Supplemental Account shall be paid to his Beneficiary in a lump sum cash payment.

6.4 Valuation of Supplemental Account. A Participant's Account shall be valued for distribution purposes as of the date of distribution.

ARTICLE VII

GENERAL PROVISIONS

7.1 Administration: The responsibility to administer this Plan and to interpret and carry out its provisions is hereby delegated to the Administrator. The Administrator is hereby authorized to delegate any part or all of its duties to such other administrators as it may appoint. The Administrator (or its delegate) shall have the same rights, powers, duties and fiduciary obligations, and operate with the same standard of care, with respect to this Plan and its Participants as the Retirement Savings Plan Committee has and does with respect to the Retirement Savings Plan and its participants.

7.2 Benefit Review Procedure. The Administrator shall initially make all determinations of eligibility for and the amount of benefits payable to a Participant or his Beneficiary (hereafter referred to as the "Claimant"). If the Administrator makes a decision which is adverse to the interests of any Claimant, the Administrator shall furnish notice of the adverse decision to the Claimant specifying the reason therefor. The Claimant shall have the right to request a redetermination of such decision by the Administrator within sixty (60) days of receipt of the written notice of claim denial. The Employee Benefit Plan Committee appointed by the Board shall promptly review the request for redetermination, and within sixty (60) days submit its final decision to the Claimant in writing.

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.

7.6 Payments to Minors or Incompetents. If the Administrator determines that any person entitled to payments under the Plan is an infant 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 Construction: Choice of Laws. The provisions of the Plan shall be construed, administered and governed under the laws of the Commonwealth of Pennsylvania 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.

7.8 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.

7.9 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 (i) 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 (ii) 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.