

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 June 30, 1998

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

No

As of July 31, 1998, there were outstanding 5,030,153 shares of common stock without par value, including 577,080 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 shares data)

	June 30 1998	December 31 1997
ASSETS		
Current assets		
Cash	\$ 9,692	\$ 5,264
Temporary investments, at cost plus accrued interest	37,015	14,657
Accounts receivable, less allowance (1998 - \$3,461; 1997 - \$3,704)	84,760	91,388
Inventories:		
Finished products	32,316	36,626
Work in process	12,699	13,772
Raw materials and supplies	31,209	30,668
Total inventories	----- 76,224	----- 81,066
Other current assets	----- 25,987	----- 27,238
Total current assets	----- 233,678	----- 219,613
Property, plant and equipment	354,865	354,649
Accumulated depreciation	(201,734)	(199,465)
Net property	----- 153,131	----- 155,184
Other assets	----- 25,744	----- 31,607
TOTALS	----- \$ 412,553 =====	----- \$406,404 =====

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities		
Notes and accounts payable	\$ 62,202	\$ 55,990
Federal, foreign, state and local income taxes	3,408	4,089
Other current liabilities	47,241	43,161
	-----	-----
Total current liabilities	112,851	103,240
	-----	-----
Long-term debt	12,006	12,270
Noncurrent liabilities (principally employee/retiree benefits) and deferred credits	43,048	49,445
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 4,454,475 and 4,455,915)	12,515	12,297
Cumulative translation adjustments	(9,631)	(5,744)
Minimum pension liability adjustment	(538)	(538)
Retained earnings	350,904	343,534
Common stock compensation trust (579,370 and 600,000 shares)	(27,231)	(28,200)
Less treasury shares, at cost:		
Preferred - 49,313 and 49,313 shares	(1,595)	(1,595)
Common - 1,745,386 and 1,723,316 shares	(83,345)	(81,874)
	-----	-----
Total shareholders' equity	244,648	241,449
	-----	-----
TOTALS	\$ 412,553	\$406,404
	=====	=====

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

	Six Months Ended June 30	1997
	1998	
OPERATING ACTIVITIES		
Income from operations	\$ 10,290	\$ 8,659
Depreciation	10,456	10,922
Deferred taxes, pensions, and other non-cash charges/(credits)	(7,845)	(2,986)
Changes in operating assets and liabilities	13,306	7,235
Other - principally currency exchange adjustments	(1,304)	(6,441)
	-----	-----
Cash flow from operating activities	24,903	17,389
	-----	-----
INVESTING ACTIVITIES		
Property additions	(14,524)	(15,135)
Property disposals	6,303	624
Acquisitions and other investing	3,814	(495)
	-----	-----
Cash flow from investing activities	(4,407)	(15,006)
	-----	-----
FINANCING ACTIVITIES		
Additions to long-term debt	119	638
Reductions of long-term debt	(361)	(855)
Changes in notes payable and short term debt	12,175	4,158
Cash dividends	(2,920)	(3,051)
Company stock purchases and sales	(284)	(1,792)
	-----	-----
Cash flow from financing activities	8,729	(902)
	-----	-----
Effect of exchange rate changes on cash	(2,439)	(2,007)
	-----	-----
Increase/(decrease) in cash and cash equivalents	26,786	(526)
Beginning cash and cash equivalents	19,921	25,096
	-----	-----
Ending cash and cash equivalents	\$ 46,707	\$ 24,570
	=====	=====

Note 1 - Basis of Presentation

The accompanying unaudited consolidated condensed financial statements include all adjustments, consisting of only normal recurring adjustments, which are, in the opinion of management of the registrant, necessary for a fair statement of the operating results for the three and six-month periods ended June 30, 1998 and 1997. These financial statements have been prepared in accordance with the instructions to Form 10-Q and therefore do not include all information and footnotes necessary for a fair presentation of financial position, results of operations, and changes in cash flows in conformity with generally accepted accounting principles.

Note 2 - Earnings per Share

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 June 30		Six Months Ended June 30	
	1998	1997	1998	1997
Net income	\$ 4,802	\$ 5,055	\$ 10,290	\$ 8,659
Preferred stock dividends declared	13	12	25	12
	-----	-----	-----	-----
Income available to common shareholders	4,789	5,043	10,265	8,647
	-----	-----	-----	-----
Basic shares outstanding	4,449	4,586	4,451	4,592
Stock options	20	11	15	11
	-----	-----	-----	-----
Diluted shares outstanding	4,469	4,597	4,466	4,603
	-----	-----	-----	-----
Antidilutive stock options	3	2	3	2
	-----	-----	-----	-----

Note 3 - Comprehensive Income

Comprehensive income was \$3,789,000 and \$6,403,000 for the three and six months ended June 30, 1998 respectively, and \$5,103,000 and \$3,443,000 for the three and six months ended June 30, 1997, respectively. Comprehensive income includes net income and changes in accumulated other comprehensive income, primarily cumulative translation adjustments, for the period.

MINE SAFETY APPLIANCES COMPANY
MANAGEMENT'S DISCUSSION AND ANALYSIS

Consolidated sales for the second quarter of 1998 were \$124,168,000 compared with \$129,245,000 for the second quarter of 1997. Sales for the six months ended June 30, 1998 were \$246,313,000 compared with \$242,718,000 for 1997.

Net income for the 1998 second quarter was \$4,802,000, or \$1.08 per share, compared with 1997 second quarter income of \$5,055,000, or \$1.10 per share. Net income for the six months ended June 30, 1998 was \$10,290,000, or \$2.31 per share, compared with \$8,659,000, or \$1.88 per share in 1997.

The decline in sales in the second quarter was due to several factors. The most significant was delays in shipping of safety and instrument products from U.S. operations during implementation of new enterprise-wide information systems in May. While shipments have returned to more normal levels in June, the backlog created in May has not yet been cleared. Sales were also adversely affected by transition issues related to some production operations relocated from the company's Esmond, Rhode Island facility, which was closed in 1997.

Another factor in the reported sales decline was the continued strengthening of the U.S. dollar relative to international currencies. Local currency sales in most European markets showed some growth, but were below prior year levels when translated to U.S. dollars. Sales declines in other international markets were attributed to the Asian economic crisis and ripple effects in other regions, especially Latin America. Sales to mining markets, especially in South Africa, continued to be adversely affected by the recall of self-contained self-rescuer products. These recalls have now been substantially completed. Worldwide sales of specialty chemical products have continued at strong levels.

Second quarter earnings were affected by two unusual factors. A positive impact was recorded from the divestitures of the HAZCO and Baseline business units, which contributed \$2.2 million to net income. A negative element was the substantially reduced level of invoicing in the U.S. in May due to the systems and production problems. However, incoming orders in that month were relatively normal and on plan. In addition, MSA's German affiliate continued to record restructuring and product recall-related charges.

For the six months, higher sales and income reflect strong first quarter results.

Other income for the three months and six months periods is higher than the comparable periods in 1997 primarily as a result of the previously discussed divestitures.

The lower effective tax rates for the three and six months periods as compared with the same periods in 1997 are mainly related to the tax effects of the divestitures.

The company is cautious regarding the outlook for the second half, which has elements of optimism. Incoming orders in U.S. markets have continued at healthy levels during the second quarter while backlog has grown because of the difficulties previously mentioned. Deliveries by U.S. operations have been improving since May, however, further progress will be required to benefit future periods. Incoming orders have also continued at strong levels and ahead of invoicing in Europe, particularly in Germany, which augers well for shipments in the second half. However, global outlook is tempered by speculation that the consequences of the Asia economic crisis may worsen and adversely affect other regions, including the U.S., throughout the remainder of the year.

The company's consumer products initiative has begun to bear fruit. Following an intense competition with other major safety equipment suppliers, products from MSA Safety Works were selected to be carried by a leading U.S. home improvement chain. This is a very encouraging beginning for this important initiative.

Currency exchange adjustments charged directly to the equity cumulative translation adjustments account are shown below. Significant second quarter 1998 losses relate primarily to Australia, Japan and Canada. Significant year-to-date 1998 losses relate to Germany and Australia. Significant year-to-date 1997 losses relate primarily to Germany and Italy.

	Three Months Ended June 30		Six Months Ended June 30	
	1998	1997	1998	1997
	(Thousands of dollars)		(Thousands of dollars)	
Translation (gains)/losses	1,013	(48)	3,887	5,216

Available credit facilities along with internal cash resources are adequate to provide for ensuing capital requirements. The company's financial position and liquidity continue to be adequate. The current ratio and term debt in relation to capital as of June 30, 1998 were 2.1 and 5.1%, respectively, as compared to 2.1 and 5.4% at December 31, 1997.

PART II OTHER INFORMATION
MINE SAFETY APPLIANCES COMPANY

Item 1. Legal Proceedings

Not Applicable

Item 4. Submission of Matters to a Vote of Security Holders.

(a) May 5, 1998 - Annual Meeting

(b) Directors elected at Annual Meeting:

Helen Lee Henderson
John T. Ryan III

Directors whose term of office continued after the meeting:

Joseph L. Calihan
Thomas H. Witmer
Calvin A. Campbell, Jr.
G. Donald Gerlach
Thomas B. Hotopp

(c) Election of two Directors for a term of three years

Helen Lee Henderson	For	4,359,921
	Withhold	54,586
	Broker Nonvotes	-0-

John T. Ryan III	For	4,359,922
	Withhold	54,585
	Broker Nonvotes	-0-

Approval of the adoption of the Company's 1998 Management Share Incentive Plan:

	For	4,048,687
	Against	142,156
	Abstain	16,771
	Broker Nonvotes	206,893

Selection of Price Waterhouse LLP as Auditors for the year ending December 31, 1998:

	For	4,032,808
	Against	326,298
	Abstain	55,401
	Broker Nonvotes	-0-

(d) Not applicable

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

(10) (f) Mine Safety Appliances Company Retirement Plan for Directors, as amended and restated effective as of May 5,1998

(10) (g) Mine Safety Appliances Company Supplemental Pension Plan as of May 5,1998

(10) (h) Mine Safety Appliances Company 1990 Non-Employee Directors' Stock Option Plan as amended on May 5,1998

- (10) (i) First Amendment to 1987 Management Share Incentive Plan Restricted Stock Agreement as of June 2, 1998
- (10) (j) Mine Safety Appliances Company Executive Insurance Program as Amended and Restated as of May 5, 1998
- (10) (k) Mine Safety Appliances Company Annual Incentive Bonus Plan as of May 5, 1998
- (10) (l) Severance Agreement as of May 20, 1998
- (10) (m) Severance Agreement as of May 20, 1998
- (10) (n) Severance Agreement as of May 20, 1998

(b) Reports on Form 8-K

No reports on Form 8-K were filed during the quarter ended June 30, 1998.

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: August 14, 1998

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

MINE SAFETY APPLIANCES COMPANY
RETIREMENT PLAN FOR DIRECTORS,

As Amended and Restated Effective as of May 5, 1998

1. Purpose. The purpose of this plan, originally established

December 17, 1987, is to provide to each individual serving as a member of the Board of Directors from time to time (individually referred to as a "Director" and collectively as the "Board") of Mine Safety Appliances Company (the "Company"), a lifetime retirement benefit following the attainment of certain age and service requirements described hereafter.

2. Eligibility. A Director who terminates his or her service on the

Board on or after attaining age 70 and completing at least 5 years of service as a Director shall be entitled to an annual "Retirement Allowance" during his or her lifetime, as described below. A Director who has not terminated his or her service on the Board, but has attained age 70 and has completed at least 5 years of service as a Director shall have a vested right to an annual "Retirement Allowance" during his or her lifetime, as described below.

3. Retirement Allowance. Subject to Section 4 hereof, the amount of

the annual Retirement Allowance paid to a retired Director shall be equal to the amount of the annual Director's retainer payable at the time of the Director's termination of service. The annual Retirement Allowance shall be paid in four equal installments as of the first day of each calendar quarter, beginning with the calendar quarter following the Director's termination of service and including the calendar quarter in which the Director's death occurs. No Retirement Allowance payments shall be made following the death of a retired Director.

4. Effect of Change in Control. Notwithstanding any other

provision of this Plan, if a Director is vested in his or her Retirement Allowance on the date of the Director's termination of service and that termination date occurs on, or within the three-year period immediately following, a Change in Control (as defined in this Section 4), then, not later than the fifth (5th) business day following such termination date, the Company shall pay the Director a lump sum amount equal to the actuarial equivalent of the Director's Retirement Allowance (in lieu of making payment of such Retirement Allowance in accordance with Section 3 hereof). For purposes of this Section 4, "actuarial equivalent" shall be determined using the same assumptions utilized under the Non-Contributory Pension Plan for Employees of

Mine Safety Appliances Company (or successor plan thereto) immediately prior to the Director's termination date, or, if more favorable to the Director, immediately prior to the Change in Control.

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) any Person (as defined in this Section 4) is or becomes the Beneficial Owner (as defined in this Section 4), 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 4)) 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 date hereof 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.

5. Source of Payments. This plan shall not be formally funded; a

Director's right to the payment of a Retirement Allowance hereunder, if any, shall be entirely contractual. The sole source of payment of Retirement Allowances shall be the general assets of the Company.

6. Amendment and Termination. This plan may be amended or terminated

at any time by the Board, except that no such amendment or termination shall limit or impair the right of any retired Director to the payment of the Retirement Allowance hereunder or the vested right of any Director to the payment of the Retirement Allowance.

IN WITNESS WHEREOF, Mine Safety Appliances Company has caused this plan, as amended and restated effective as of May 5, 1998, to be executed by its duly authorized officers this 5th day of May, 1998.

ATTEST:

MINE SAFETY APPLIANCES COMPANY

/s/ Donald H. Cuzzo

Secretary

By /s/ John T. Ryan III

Chairman and Chief Executive Officer

MINE SAFETY APPLIANCES COMPANY
SUPPLEMENTAL PENSION PLAN
MAY 5, 1998

SECTION I

PURPOSE

I.1 Purpose. The purpose of the Mine Safety Appliances Company

Supplemental Pension Plan, as originally adopted on April 24, 1984, is to provide certain employees of Mine Safety Appliances Company with additional retirement income by supplementing the pension benefit provided to such employees under the Non-Contributory Pension Plan for Employees of Mine Safety Appliances Company (the "Pension Plan") to the extent benefits payable thereunder are limited by Section 415 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). The purposes of this plan instrument are (i) to memorialize in writing the existing supplemental pension plan of Mine Safety Appliances Company, (ii) to provide an additional supplement to pension benefits under the Pension Plan to the extent that they are limited by Section 401(a)(17) of the Code, and (iii) to provide certain Change-in-Control protection of the supplemental benefits provided hereunder.

SECTION II

DEFINITIONS

II.1 Definitions. The following definitions shall apply for purposes

of the Plan, unless a different meaning is plainly indicated by the context:

(a) Beneficial Owner shall have the meaning set forth in Rule 13d-3

under the Exchange Act.

(b) Board shall mean the Board of Directors of the Company, as

constituted from time to time.

(c) 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) 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 (which term shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) 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.

(d) Code shall mean the Internal Revenue

Code of 1986, as amended from time to time.

(e) Committee shall mean the Compensation Committee of the Board.

(f) Company shall mean Mine Safety Appliances Company and (except as

used in the definitions of Change in Control and Person in this Section II) 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.

(g) ERISA shall mean the Employee Retirement Income Security Act of

1974, as from time to time amended.

(h) Exchange Act shall mean the Securities Exchange Act of 1934, as

amended from time to time.

(i) Participant shall mean an employee of the Company or a

Participating Affiliate (i) who is designated by the Board for participation
herein, and (ii) who participates in the Pension Plan and whose hypothetical
benefits under the Pension Plan determined on the basis of the provisions of the
Pension Plan without regard to the limitations of Sections 401(a)(17) and 415 of
the Code would exceed the actual benefits payable under the Pension Plan taking
into account such limitations.

(j) Participating Affiliate shall have the meaning given such term

in the Pension Plan.

(k) Pension Plan shall mean the Non-Contributory Pension Plan for

Employees of Mine Safety Appliances Company, as it may be amended from time to
time.

(l) 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 date hereof 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.

(m) Plan shall mean The Mine Safety Appliances Company Supplemental Pension Plan, as set forth in this plan instrument, as it may be amended from time to time.

(n) Supplemental Retirement Benefit shall have the meaning set forth in Section 3.1 hereof.

SECTION III

BENEFITS

III.1 Supplemental Retirement Benefit. Each Participant (or his or her joint annuitant or designated survivor or beneficiary) shall be entitled under this Plan to receive a Supplemental Retirement Benefit equal to the difference between (i) the benefits (if any) that

would have been payable to such individual under the Pension Plan if the limitations on benefits imposed on the Pension Plan by Section 415 of the Code (and by Section 401(a)(17) of the Code as to any such individual who is an employee of the Company or a Participating Affiliate on May 5, 1998 or becomes such an employee at any time after May 5, 1998) were not imposed, and (ii) the benefits (if any) actually payable to such individual under the Pension Plan.

Subject to Section 3.3 hereof, the benefits under this Plan shall be payable at the same time or times and in the same manner as such benefits are payable under the Pension Plan, and any election of an optional form of payment, or designation of a survivor or beneficiary that is effective under the Pension Plan shall also apply to the benefits payable under this Plan.

III.2 Vesting. A Participant shall be vested in his or her

Supplemental Retirement Benefit only if vested in his or her benefit under the Pension Plan.

III.3 Effect of Change in Control. Notwithstanding any other provision

of this Plan, if a Participant is vested in his or her Supplemental Retirement Benefit on the date of the Participant's termination of employment and that termination date occurs on, or within the three-year period immediately following, a Change in Control, then, not later than the fifth (5th) business day following such termination date, the Company shall pay the Participant a lump sum amount equal to the actuarial equivalent of the Participant's Supplemental Retirement Benefit (in lieu of making payment of such Supplemental Retirement Benefit in accordance with Section 3.1 hereof). For purposes of this Section 3.3, "actuarial equivalent" shall be determined using the same assumptions utilized under the Pension Plan immediately prior to the Participant's termination date, or, if more favorable to the Participant, immediately prior to the Change in Control.

SECTION IV

ADMINISTRATION

IV.1 Administration. The Plan shall be administered by the Committee.

IV.2 Duties. The Committee shall perform the duties required, and

shall have the powers necessary, to administer the Plan and carry out the provisions thereof.

IV.3 Powers. The powers of the Committee shall be as follows:

(a) 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);

(b) To engage the services of counsel or 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

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

IV.4 Claims Procedure. Subject to the provisions of this Plan, the

Committee shall make all determinations as to the right of any individual to a benefit. Any denial by the Committee of the claim for benefits under the Plan by a Participant or any other individual interested herein shall be stated in writing by the Committee and delivered or mailed to the Participant or such individual. Such notice shall set forth the specific reasons for the denial, written to the best of the Committee's ability in a manner that may be understood without legal or actuarial counsel. In

addition, the Committee shall afford to any Participant (or his or her joint annuitant, designated survivor or beneficiary) whose claim for benefits has been denied a reasonable opportunity for a review of the decision denying the claim.

SECTION V

NONALIENATION OF BENEFITS

Neither the Participant nor any other individual shall have any right to assign or otherwise to alienate the right to receive payments under the Plan, in whole or in part. The immediately preceding sentence 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.

SECTION VI

AMENDMENT AND TERMINATION

The Company reserves the right at any time by action of the Board to terminate the Plan or to amend its provisions in any way. Notwithstanding the foregoing, no termination or amendment of the Plan may (i) reduce the benefits payable under the Plan to the Participant (or his or her joint annuitant or designated survivor or beneficiary) if the Participant's termination of employment with the Company (and Participating Affiliates, if applicable) has occurred prior to such termination of the Plan or amendment of its provisions, or (ii) reduce the benefit to be paid with respect to the Participant on the date of such termination of the Plan or amendment of its provisions below the amount that would have been paid with respect to the Participant if his or her employment had terminated on the day before such termination or amendment.

SECTION VII

MISCELLANEOUS

VII.1 No Right to Employment. This Plan shall not be construed as

providing any Participant with the right to be retained in the Company's employ (or the employ of any Participating Affiliate) or to receive any benefit not specifically provided hereunder.

VII.2 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 and hospitalization insurance 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 (or any Participating Affiliate).

VII.3 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 Retirement 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 Retirement 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.

VII.4 Governing Law. This Plan shall be construed in accordance with

and governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles.

VII.5 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. The Plan shall be construed and administered so as to effectuate this intent.

VII.6 Expenses. All expenses of establishing and administering the

Plan shall be paid by the Company. No individual interested herein shall have any interest in any specific assets of the Company by reason of the individual's interest under the Plan, and such individuals shall have only the status of unsecured creditors of the Company with respect to any benefits that become payable under this Plan.

VII.7 Successors. 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.

VII.8 Withholding Requirements. Payment of benefits under this Plan

shall be subject to applicable withholding requirements.

IN WITNESS WHEREOF, Mine Safety Appliances Company has caused this plan to be executed by its duly authorized officers this 5th day of May, 1998.

ATTEST: MINE SAFETY APPLIANCES COMPANY

/s/ Donald H. Cuozzo

Secretary

By /s/ John T. Ryan III

Chairman and Chief
Executive Officer

MINE SAFETY APPLIANCES COMPANY

1990 NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN

(As amended May 5, 1998)

The purposes of the 1990 Non-Employee Directors' Stock Option Plan (the "Plan") are to promote the long-term success of Mine Safety Appliances Company (the "Company") by creating a long-term mutuality of interests between the non-employee Directors and shareholders of the Company, to provide an additional inducement for such Directors to remain with the Company and to provide a means through which the Company may attract able persons to serve as Directors of the Company.

SECTION 1

Administration

The Plan shall be administered by a Committee (the "Committee") appointed by the Board of Directors of the Company (the "Board") and consisting of not less than two members of the Board. The Committee shall keep records of action taken at its meetings. A majority of the Committee shall constitute a quorum at any meeting, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by a majority of the Committee, shall be the acts of the Committee.

The Committee shall interpret the Plan and prescribe such rules, regulations and procedures in connection with the operations of the Plan as it shall deem to be necessary and advisable for the administration of the Plan consistent with the purposes of the Plan. All questions of interpretation and application of the Plan, or as to stock options granted under the Plan, shall be subject to the determination of the Committee, which shall be final and binding.

Notwithstanding the above, the selection of the Directors to whom stock options are to be granted, the timing of such grants, the number of shares subject to any stock option, the exercise price of any stock option, the periods during which any stock option may be exercised and the term of any stock option shall be as hereinafter provided, and the Committee shall have no discretion as to such matters.

SECTION 2

Shares Available under the Plan

The aggregate number of shares which may be issued and as to which grants of stock options may be made under the Plan is 50,000 shares of the Common Stock, without par value, of the Company (the "Common Stock"), subject to adjustment and substitution as set forth in Section 5. If any stock option granted under the Plan is cancelled by mutual consent or terminates or expires for any reason without having been exercised in full, the number of shares subject thereto shall again be available for purposes of the Plan. The shares which may be issued under the Plan may be either authorized but unissued shares or treasury shares or partly each, as shall be determined from time to time by the Board.

SECTION 3

Grant of Stock Options

On the third business day following the day of each annual meeting of the shareholders of the Company, each person who is then a member of the Board and who is not then an employee of the Company or any of its subsidiaries (a "non-employee Director") shall automatically and without further action by the Board or the Committee be granted a "nonstatutory stock option" (i.e., a stock

option which does not qualify under Section 422 of the Internal Revenue Code of 1986, as amended from time to time (the "Code")) to purchase 500 shares of Common Stock, subject to adjustment and substitution as set forth in Section 5. If the number of shares then remaining available for the grant of stock options under the Plan is not sufficient for each non-employee Director to be granted an option for 500 shares (or the number of adjusted or substituted shares pursuant to Section 5), then each non-employee Director shall be granted an option for a number of whole shares equal to the number of shares then remaining available divided by the number of non-employee Directors, disregarding any fractions of a share.

SECTION 4

Terms and Conditions of Stock Options

Stock options granted under the Plan shall be subject to the following

terms and conditions:

(A) The purchase price at which each stock option may be exercised (the "option price") shall be one hundred percent (100%) of the fair market value per share of the Common Stock covered by the stock option on the date of grant, determined as provided in Section 4(G).

(B) The option price for each stock option shall be paid in full upon exercise and shall be payable in cash in United States dollars (including check, bank draft or money order); provided, however, that in lieu of such cash the person exercising the stock option may pay the option price in whole or in part by delivering to the Company shares of the Common Stock having a fair market value on the date of exercise of the stock option, determined as provided in Section 4(G), equal to the option price for the shares being purchased; except that (i) any portion of the option price representing a fraction of a share shall in any event be paid in cash and (ii) no shares of the Common Stock which have been held for less than one year may be delivered in payment of the option price of a stock option. The date of exercise of a stock option shall be determined under procedures established by the Committee, and as of the date of exercise the person exercising the stock option shall be considered for all purposes to be the owner of the shares with respect to which the stock option has been exercised. Payment of the option price with shares shall not increase the number of shares of the Common Stock which may be issued under the Plan as provided in Section 2.

(C) No stock option shall be exercisable by a grantee during the first six months of its term except in case of death or disability as provided in Section 4(E). Subject to the terms of Section 4(E) providing for earlier termination of a stock option, no stock option shall be exercisable after the expiration of ten years from the date of grant. A stock option to the extent exercisable at any time may be exercised in whole or in part.

(D) No stock option shall be transferable by the grantee otherwise than by Will, or if the grantee dies intestate, by the laws of descent and distribution of the state of domicile of the grantee at the time of death. All stock options shall be exercisable during the lifetime of the grantee only by the grantee or the grantee's guardian or legal representative.

(E) If a grantee ceases to be a Director of the Company for any

reason, any outstanding stock options held by the grantee shall be exercisable and shall terminate according to the following provisions:

(i) If a grantee ceases to be a Director of the Company for any reason other than resignation, removal for cause or death, any then outstanding stock option held by such grantee shall be exercisable by the grantee (but only to the extent exercisable by the grantee immediately prior to ceasing to be a Director) at any time prior to the expiration date of such stock option or within two years after the date the grantee ceases to be a Director, whichever is the shorter period, provided that, in the case of a grantee who is disabled within

the meaning of Section 22(e)(3) of the Code (a "Disabled Grantee"), any then outstanding stock option shall be exercisable in full whether or not exercisable by the grantee immediately prior to ceasing to be a Director;

(ii) If during his term of office as a Director a grantee resigns from the Board or is removed from office for cause, any outstanding stock option held by the grantee which is not exercisable by the grantee immediately prior to resignation or removal shall terminate as of the date of resignation or removal, and any outstanding stock option held by the grantee which is exercisable by the grantee immediately prior to resignation or removal shall be exercisable by the grantee at any time prior to the expiration date of such stock option or within 90 days after the date of resignation or removal, whichever is the shorter period;

(iii) Following the death of a grantee during service as a Director of the Company, any outstanding stock option held by the grantee at the time of death (whether or not exercisable by the grantee immediately prior to death) shall be exercisable by the person entitled to do so under the Will of the grantee, or, if the grantee shall fail to make testamentary disposition of the stock option or shall die intestate, by the legal representative of the grantee at any time prior to the expiration date of such stock option or within two years after the date of death, whichever is the shorter period;

(iv) Following the death of a grantee after ceasing to be a Director and during a period when a stock option is exercisable, any outstanding stock option held by the grantee at the time of death shall be exercisable by such person entitled to do so under the Will of the grantee or by such legal representative (but only to the extent the stock option was exercisable by the grantee immediately prior to the death of the grantee) at any time prior to the expiration date of such stock option or within one year after the date of death, whichever is the shorter period.

A stock option held by a grantee who has ceased to be a Director of the Company shall terminate upon the expiration of the applicable exercise period, if any, specified in this Section 4(E). Whether a grantee is a Disabled Grantee shall be determined, in its discretion, by the Committee, and any such determination by the Committee shall be final and binding.

(F) All stock options shall be confirmed by an agreement, or an amendment thereto, which shall be executed on behalf of the Company by the Chief Executive Officer (if other than the President), the President or any Vice President and by the grantee.

(G) Fair market value of the Common Stock shall be the mean between the following prices, as applicable, for the date as of which fair market value is to be determined as quoted in The Wall Street Journal (or in such

other reliable publication as the Committee, in its discretion, may determine to rely upon): (a) if the Common Stock is listed on the New York Stock Exchange, the highest and lowest sales prices per share of the Common Stock as quoted in the NYSE-Composite Transactions listing for such date, (b) if the Common Stock is not listed on such exchange, the highest and lowest sales prices per share of Common Stock for such date on (or on any composite index including) the principal United States securities exchange registered under the Securities Exchange Act of 1934 (the "1934 Act") on which the Common Stock is listed, or (c) if the Common Stock is not listed on any such exchange, the highest and lowest sales prices per share of the Common Stock for such date on the National Association of Securities Dealers Automated Quotations System or any successor system then in use

("NASDAQ"). If there are no such sale price quotations for the date as of which fair market value is to be determined but there are such sale price quotations within a reasonable period both before and after such date, then fair market value shall be determined by taking a weighted average of the means between the highest and lowest sales prices per share of the Common Stock as so quoted on the nearest date before and the nearest date after the date as of which fair market value is to be determined. The average should be weighted inversely by the respective numbers of trading days between the selling dates and the date as of which fair market value is to be determined. If there are no such sale price quotations on or within a reasonable period both before and after the date as of which fair market value is to be determined, then fair market value of the Common Stock shall be the mean between the bona fide bid and asked prices per share of Common Stock as so quoted for such date on NASDAQ, or if none, the weighted average of the means between such bona fide bid and asked prices on the nearest trading date before and the nearest trading date after the date as of which fair market value is to be determined, if both such dates are within a reasonable period. The average is to be determined in the manner described above in this Section 4(G). If the fair market value of the Common Stock cannot be determined on the basis previously set forth in this Section 4(G) for the date as of which fair market value is to be determined, the Committee shall in good faith determine the fair market value of the Common Stock on such date. Fair market value shall be determined without regard to any restriction other than a restriction which, by its terms, will never lapse.

(H) The obligation of the Company to issue shares of the Common Stock under the Plan shall be subject to (i) the effectiveness of a registration statement under the Securities Act of 1933, as amended, with respect to such shares, if deemed necessary or appropriate by counsel for the Company, (ii) the condition that the shares shall have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange, if any, on which the Common Stock shares may then be listed and (iii) all other applicable laws, regulations, rules and orders which may then be in effect.

Subject to the foregoing provisions of this Section 4 and the other provisions of the Plan, any stock option granted under the Plan may be subject to such restrictions and other terms and conditions, if any, as shall be determined, in its discretion, by the Committee and set forth in the agreement referred to in Section 4(F), or an amendment thereto.

SECTION 5

Adjustment and Substitution of Shares

If a dividend or other distribution shall be declared upon the Common Stock payable in shares of the Common Stock, the number of shares of the Common Stock set forth in Section 3, the number of shares of the Common Stock then subject to any outstanding stock options and the number of shares of the Common Stock which may be issued under the Plan but are not then subject to outstanding stock options shall be adjusted by adding thereto the number of shares of the Common Stock which would have been distributable thereon if such shares had been outstanding on the date fixed for determining the shareholders entitled to receive such stock dividend or distribution.

If the outstanding shares of the Common Stock shall be changed into or exchangeable for a different number or kind of shares of stock or other securities of the Company or another corporation, whether through reorganization, reclassification, recapitalization, stock split-up, combination of shares, merger or consolidation, then there shall be substituted for each share of the Common Stock set forth in Section 3, for each share of the Common Stock subject to any then outstanding stock option, and for each share of the Common Stock which may be issued under the Plan but which is not then subject to any outstanding stock option, the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchangeable.

In case of any adjustment or substitution as provided for in this Section 5, the aggregate option price for all shares subject to each then outstanding stock option prior to such adjustment or substitution shall be the aggregate option price for all shares of stock or other securities (including any fraction) to which such shares shall have been adjusted or which shall have been substituted for such shares. Any new option price per share shall be carried to at least three decimal places with the last decimal place rounded upwards to the nearest whole number.

No adjustment or substitution provided for in this Section 5 shall require the Company to issue or sell a fraction of a share or other security. Accordingly, all fractional shares or other securities which result from any such adjustment or substitution shall be eliminated and not carried forward to any subsequent adjustment or substitution.

SECTION 6

Effect of the Plan on the Rights of Company and Shareholders

Nothing in the Plan, in any stock option granted under the Plan, or in any stock option agreement shall confer any right to any person to continue as a Director of the Company or interfere in any way with the rights of the shareholders of the Company or the Board of Directors to elect and remove Directors.

SECTION 7

Amendment and Termination

The right to amend the Plan at any time and from time to time and the right to terminate the Plan at any time are hereby specifically reserved to the Board; provided always that no such termination shall terminate any outstanding stock options granted under the Plan; and provided further that no amendment of the Plan shall (a) be made without shareholder approval if shareholder approval of the amendment is at the time required for stock options under the Plan to qualify for the exemption from Section 16(b) of the 1934 Act provided by Rule 16b-3 or by the rules of the NASDAQ National Market System or any stock exchange on which the Common Stock may then be listed, (b) amend more than once every six months the provisions of the Plan relating to the selection of the Directors to whom stock options are to be granted, the timing of such grants, the number of shares subject to any stock option, the exercise price of any stock option, the periods during which any stock option may be exercised and the term of any stock option other than to comport with changes in the Code or the rules and regulations thereunder or (c) otherwise amend the Plan in any manner that would cause stock options under the Plan not to qualify for the exemption provided by Rule 16b-3. No amendment or termination of the Plan shall, without the written consent of the holder of a stock option theretofore awarded under the Plan, adversely affect the rights of such holder with respect thereto.

Notwithstanding anything contained in the preceding paragraph or any other provision of the Plan or any stock option agreement, the Board shall have the power to amend the Plan in any manner deemed necessary or advisable for stock options granted under the Plan to qualify for the exemption provided by Rule 16b-3 (or any successor rule relating to exemption from Section 16(b) of the 1934 Act), and

any such amendment shall, to the extent deemed necessary or advisable by the Board, be applicable to any outstanding stock options theretofore granted under the Plan notwithstanding any contrary provisions contained in any stock option agreement. In the event of any such amendment to the Plan, the holder of any stock option outstanding under the Plan shall, upon request of the Committee and as a condition to the exercisability of such option, execute a conforming amendment in the form prescribed by the Committee to the stock option agreement referred to in Section 4(F) within such reasonable time as the Committee shall specify in such request.

SECTION 8

Effective Date and Duration of Plan

The effective date and date of adoption of the Plan shall be December 17, 1990, the date of adoption of the Plan by the Board, provided that on or prior to December 31, 1991 such adoption of the Plan by the Board is approved by the affirmative vote of the holders of at least a majority of the outstanding shares of voting stock of the Company represented in person or by proxy at a duly called and convened meeting of such holders. Notwithstanding any other provision contained in the Plan, no stock option granted under the Plan may be exercised until after such shareholder approval.

SECTION 9

Change in Control

Notwithstanding any other provision of the Plan to the contrary, immediately prior to any Change in Control of the Company (as defined in this Section 9), all stock options which are then outstanding hereunder shall become fully vested and exercisable. As used in the immediately preceding sentence, "immediately prior" to the Change in Control shall mean sufficiently in advance of the Change in Control to permit the grantee to take all steps reasonably necessary to exercise the option fully and to deal with the shares purchased under the option so that those shares may be treated in the same manner in connection with the Change in Control as the shares of Common Stock of other shareholders.

A Change in Control shall be deemed to have occurred if the event set forth

in any one of the following four paragraphs shall have occurred:

(I) any Person (as defined in this Section 9) is or becomes the Beneficial Owner (as defined in this Section 9), 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 9)) 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 date hereof 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.

FIRST AMENDMENT
TO
1987 MANAGEMENT SHARE INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

MINE SAFETY APPLIANCES COMPANY, a Pennsylvania corporation (the "Company") and JOHN T. RYAN III (the "Grantee") having executed the above-entitled Restricted Stock Agreement (the "Agreement") as of March 15, 1996, do hereby execute this First Amendment thereto as of June 2, 1998.

1. The Agreement is hereby amended by the addition of the following new Section 12:

"12. Additional Accelerated Lapse of Restrictions. Notwithstanding

any other provision hereof, in addition to the 'Section 8 Events' which will cause an accelerated lapse (pursuant to Section 8 of the 1987 Plan) of any restrictions applicable to the Restricted Stock evidenced by this Agreement, all such restrictions shall lapse immediately prior to any occurrence of an event described in the following paragraph (an 'Acceleration Event'), regardless of the scheduled lapse of such restrictions. As used in the immediately preceding sentence, 'immediately prior' to the Acceleration Event shall mean sufficiently in advance of the Acceleration Event to permit the Grantee to take all steps reasonably necessary to deal with the Restricted Stock evidenced by this Agreement so that those formerly restricted shares may be treated in the same manner in connection with the Acceleration Event as the shares of the common stock of the Company held by other shareholders.

"An 'Acceleration Event' shall be deemed to have occurred if there is consummated a merger or consolidation of 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 (as defined below) is or becomes the Beneficial Owner (as defined below), 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.

"'Affiliate' shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

"'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 date hereof 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."

2. As amended by this First Amendment, the Agreement is hereby specifically ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of June 2, 1998.

MINE SAFETY APPLIANCES COMPANY

By /s/ Donald H. Cuozzo

Donald H. Cuozzo
Vice President and Secretary

WITNESS:

GRANTEE:

John T. Ryan III

MINE SAFETY APPLIANCES COMPANY
EXECUTIVE INSURANCE PROGRAM
As Amended and Restated as of May 5, 1998

Section 1 - Purpose

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The purpose of the Executive Insurance Program ("EIP" or "Plan") is to enable Mine Safety Appliances Company (the "Company") to assist certain of the Company's senior management employees in providing life insurance benefits for their families and dependents during their working career with the Company and to provide them with additional flexibility and post-employment benefits upon their retirement from active employment with the Company. This result is to be accomplished by substituting, for each eligible employee, all but \$50,000 of group term life insurance with individual life insurance. All of the premium cost will be paid by the Company.

Section 2 - Definitions

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The following definitions shall apply for purposes of the Plan unless another meaning is clearly required by the context.

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

"Beneficiary" shall mean any person, persons or entity who or which may be designated by a Participant as the recipient of any benefits to which the same may be entitled under the terms of the Plan upon the death of the Participant.

"Board" shall mean the Board of Directors of the Company as it may be constituted from time to time.

"Company" shall mean Mine Safety Appliances Company, including any subsidiaries or affiliates, or any successor thereto, except that in the definitions provided in this Section 2 of Change in Control and of Person, "Company" shall mean only the Mine Safety Appliances Company.

"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) 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 (which term shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) 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.

"Death Benefit" shall mean the gross amount payable by an Insurer under the -----
terms of a policy issued hereunder upon the death of a Participant. A portion of the Death Benefit, referred to as the "Insurance Amount" (as listed in the "Table of Insurance Amounts" attached hereto), will be paid to the Participant's Beneficiaries and the balance paid to the Company.

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

"Insurer" shall mean the Connecticut Mutual Life Insurance Company and/or -----
any other insurance carrier selected by the Company to issue Policies hereunder and which is authorized to do business in the Commonwealth of Pennsylvania.

"Participant" shall mean any member of senior management of the Company -----
authorized by the Board to participate in the Plan.

"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 date hereof 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.

"Plan" shall mean the Executive Insurance Program described herein.

"Policy" shall mean an insurance contract issued by an Insurer on the life

of a Participant.

"Retired Participant" shall mean a Participant who has terminated his

active employment as an employee of the Company on or after a date when his combined age and service satisfy the "Rule of 70" as follows: the sum of the Participant's age (measured in full and partial years, in increments of one-twelfth (1/12) year) and the Participant's years of employment with the Company (measured in full and partial years, in increments of one-twelfth (1/12) year) equals or exceeds 70.

Section 3 - Eligibility

Those members of management who are eligible to participate in the Executive Insurance Program shall be the Chief Executive Officer of the Company and such other key members of senior management as shall be designated from time to time by the Chief Executive Officer of the Company and approved for participation by the Board of Directors.

Section 4 - Amount and Effective Date of Coverage

The initial amount of life insurance coverage provided under the Plan to those selected for participation as of the effective date of the Plan shall be as described in the "Table of Insurance Amounts" attached hereto. The amount of life insurance provided to executives who are selected for participation after the effective date of the Plan shall be in an amount determined by the Chief Executive Officer and approved by the Board at the time of their selection.

The effective date of insurance coverage hereunder shall be the later of the date of the employee's selection for participation herein or acceptance by the Insurer as a standard risk. The cancellation of a Participant's group term life insurance in excess of \$50,000, and his actual participation in this Plan shall be conditioned upon his insurability in a standard risk category for the benefit to be provided herein or, if not insurable in a standard risk category, the acceptance by the Company of the non-standard risk category proposed by the Insurer.

The Board reserves the right to change the amount of insurance on the life of any Participant from time to time, and any such change in the level of insurance shall be effective as of the later of the first day of the month coincident with or next following the effective date of the change or the date of acceptance by the Insurer of the new insurance amount at standard rates, or acceptance by the Company of an offer of insurance made by the Insurer at non-standard rates; provided, however, that, from and after the first date on which the combined age and service of any Participant (whether a Retired Participant or an active Participant) satisfy the Rule of 70 (as the satisfaction of such Rule is described in the definition of Retired Participant which appears in Section 2 hereof) or will have satisfied the Rule of 70 upon an assumed immediate termination of employment (as the requirements for satisfaction of such Rule may have been modified by any written Severance Agreement between the Company and such Participant), the amount of insurance on the life of such

Participant (sometimes referred to in this Plan as the "Insurance Amount") cannot be decreased.

Section 5 - Payment for Coverage

The cost of the applicable amount of life insurance on the life of the Participant shall be paid when due by the Company. The Company shall annually furnish each Participant with a statement of imputed income reportable by the Participant for income tax purposes as a result of the payment.

Section 6 - Payment of Proceeds Upon Death While Employed

In the event of the death of the Participant while employed by the Company, the gross death benefit payable under the Policy shall be split between the Company and the Participant's Beneficiary. The Beneficiary shall receive an amount equal to the Insurance Amount and the Company shall receive the difference between the gross Death Benefit and the Insurance Amount. The amounts payable to the Company and the Beneficiary shall be paid directly to each payee by the Insurer directly from the Insurer.

Section 7 - Options Upon Retirement of a Participant

Subject to Section 8 hereof, at any time prior to the year in which a Participant becomes a Retired Participant, he shall have the right to make an irrevocable election in writing of one of the following three options with respect to his Insurance Amount. If a Participant shall fail to make such an election, he shall be deemed to have elected the supplemental retirement benefit payments described in this Section 7 as Option 3.

- (1) Maintain the Existing Arrangement. Under this option the Executive

Insurance Program would remain as it existed prior to the Participant's retirement. For federal income tax purposes, a Retired Participant will be deemed to have received imputed income, but the Death Benefit received by the Participant's Beneficiary will not be subject to federal income tax.

- (2) Company-Paid Post-Retirement Death Benefit. Alternatively, the

Participant can elect not to continue the Executive Insurance Program, but in lieu thereof, can elect a non-insured post-retirement death benefit equal to the Insurance Amount in effect at the date of the Participant's retirement. Under this Option there is no imputed income for tax purposes to the Retired Participant but the Death Benefit paid to the Participant's Beneficiary by the Company will be subject to federal income tax when received.

(3) Supplemental Retirement Benefits. Rather than a continuation of the

Death Benefit described in either Option 1 or Option 2 above, a Participant can elect to receive a series of supplemental retirement payments which, in the aggregate, equal three-quarters (75%) of the pre-retirement Insurance Amount. Payment of the supplemental retirement benefits shall be made in a series of approximately equal semi-monthly payments over a period of 15 years. Payment of such semi-monthly payments to the Retired Participant shall commence no later than sixty days after the Retired Participant's termination of employment with the Company.

The Supplemental Retirement Benefit Option may be elected by a Participant at any time on or after August 1, 1991. It shall be available to any Participant who retires on or after that date as well as to any previously Retired Participant who had previously elected either Option 1 or Option 2. If the supplemental retirement payments of Option 3 are elected, and in the event of the death of the Retired Participant prior to the completion of the 15-year payment period, the then unpaid installments shall continue to be paid to the Retired Participant's Beneficiary or, at the discretion of the Board, may be commuted and paid to such Beneficiary in a single sum as soon as may be practicable after the Board's decision to make such a single sum payment.

Section 8 - Effect of a Change in Control

Notwithstanding any other provision of this Plan, if a Participant's termination of employment occurs on, or within the three-year period immediately following, a Change in Control and the Participant thereupon becomes a Retired Participant within the meaning of Section 2 hereof (the determination of such Retired Participant status taking into account any relevant provision in any written Severance Agreement the Participant may have with the Company), then, not later than the fifth (5th) business day following such termination, the Company shall pay the Retired Participant a lump sum amount equal to the present value of the series of supplemental retirement payments described as Option 3 in Section 7 hereof to which the Retired

Participant would otherwise be entitled if the Retired Participant had elected Option 3. The Company's payment of such lump sum shall be in lieu of making payment to the Retired Participant in accordance with any option described in Section 7 hereof. For purposes of this Section 8, such present value shall be determined using a discount rate equal to 120% of the applicable rate provided in section 1274(b)(2)(B) of the Internal Revenue Code of 1986, as amended from time to time.

Section 9 - Administration, Amendment, Termination

The Board, or its delegate, shall be the "Administrator" of this Plan, and shall have full power and authority to interpret, construe and administer the same. Any such interpretation and construction shall be final and binding upon any and all parties in interest. In addition, the Board shall have the right to amend this Plan from time to time, and to terminate it at any time.. Notwithstanding the foregoing provisions of this Section 9, no amendment or termination of this Plan by the Board and no act (or failure to act) by the Board (or its delegate) as Administrator shall affect detrimentally the rights under the Plan of any Retired Participant or of any active Participant whose combined age and service have satisfied the Rule of 70 (as the satisfaction of such Rule is described in the definition of Retired Participant which appears in Section 2 hereof) or will have satisfied the Rule of 70 upon an assumed immediate termination of employment (as the requirements for satisfaction of such Rule may have been modified by any written Severance Agreement between the Company and such Participant).

Section 10 - Miscellaneous Matters

(a) No Right to Assets. No Participant, Beneficiary or other person or

entity claiming entitlement to any benefit from or through such person shall have any right to or title in any policy or any other asset obtained by the Company for the purpose of funding the benefits provided hereunder except as otherwise expressly provided herein.

(b) Alienation. Except with respect to the designation of a

Beneficiary to be the recipient of any death benefits hereunder, or the assignment of the incidents of ownership of any death benefits hereunder, the interest of Participants and their Beneficiaries under the Plan are not in any way subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, assigned,

alienated or encumbered, and any attempt to do so shall be void

(c) Construction. The Plan shall be construed and administered

according to the laws of the Commonwealth of Pennsylvania and any 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 apply, and whenever any words are used 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. Headings of Sections of this instrument are inserted for convenience of reference only and as such they constitute no part of this Plan and are not to be considered in the construction hereof.

(d) Limitation of Benefit. All benefits hereunder except those

described in Section 8 and Options 2 and 3 of Section 7 shall be payable solely by the Insurer(s) under the Policies issued hereunder, and the Company does not assume any liability or responsibility therefor or guarantee such benefits. The liability and responsibility of the Company are strictly limited to the provisions of this Plan.

TABLE OF INSURANCE AMOUNTS

Title -----	Amount -----
Chairman	\$1,000,000
President	\$750,000
Vice President	\$600,000
Executive	\$300,000

MINE SAFETY APPLIANCES COMPANY
ANNUAL INCENTIVE BONUS PLAN

MAY 5, 1998

1. Purposes.

The purposes of the Mine Safety Appliances Company Annual Incentive Bonus Plan are to attract and retain highly-qualified executives by providing appropriate performance-based short-term incentive awards, to provide strong financial incentive each year for the excellent performance of each participating executive by making a significant percentage of the executive's total cash compensation dependent upon the level of corporate and individual performance attained for the year, and, by accomplishing those objectives, to increase shareholder value.

2. Definitions in Last Section.

For purposes of the Plan, capitalized terms, unless defined where the respective term first appears in the Plan, shall have the meanings given in the last Section hereof.

3. Eligibility.

With respect to any Plan Year, all Company officers and such key employees of the Company and its Subsidiaries as are designated by the Chief Executive Officer shall participate in the Plan.

4. Bonuses.

(a) Participant's Target Bonus. The Committee shall establish the amount of the target Bonus for each Participant with respect to each Plan Year. A Participant's target Bonus for a particular Plan Year shall be the dollar amount resulting from multiplying the median market level salary (represented by the salary midpoint as of the January 1st immediately following the Plan Year) for an individual in the Participant's position by

a percentage determined by the Committee. With respect to any Participant other than the Chief Executive Officer, the Committee shall be assisted in determining the applicable percentage by the recommendation of the Chief Executive Officer. After a Participant's target Bonus has been established for a particular Plan Year, it cannot be changed, except that, in the sole discretion of the Committee (assisted by the recommendation of the Chief Executive Officer with respect to any Participant other than the Chief Executive Officer), a Participant's target Bonus can be adjusted if the Participant's position is changed during such Plan Year (whether or not the Participant's title is changed).

(b) Participant's Performance Goal. For each Plan Year, the

applicable Performance Goal for each Participant shall be comprised of one or more EBIT targets. In the case of the Chief Executive Officer, the Performance Goal shall be the attainment of the target Consolidated EBIT. In the case of any other Participant, the Performance Goal shall be the attainment of such EBIT targets (including Consolidated EBIT, United States EBIT and Divisional EBIT) as the Chief Executive Officer, in his sole discretion, shall determine to be relevant to the Participant's performance and such EBIT targets shall be weighted for their relevance to the Participant's performance in such manner as the Chief Executive Officer, in his sole discretion, shall determine to be appropriate; provided, however, that attainment of the target Consolidated EBIT shall constitute at least 25% of the Performance Goal for each Participant who is an officer of the Company. The Performance Goal for any such Participant may be (but need not be) different each Plan Year and different Performance Goals may be applicable to different Participants.

(c) Two-Stage Calculation of Bonus Earned by a Participant. The

calculation of the actual Bonus earned by a Participant with respect to a Plan Year shall be done in two stages. The first stage shall be based on the degree of attainment of the applicable Performance Goal during the relevant Plan Year and shall calculate the tentative Bonus earned under the Plan as a percentage of the Participant's target Bonus, which percentage shall

vary depending upon the extent to which the Performance Goal has been attained and may be lesser than, greater than, or equal to 100%. Notwithstanding the immediately preceding sentence, but subject to Section 4(h) hereof, if less than 50% of an EBIT target which is a component of a Participant's Performance Goal with respect to a particular Plan Year is achieved, no Bonus shall be paid to the Participant with respect to that EBIT target for the Plan Year (that is, the tentative Bonus with respect to that one weighted component of the Participant's Performance Goal shall be zero), but any such failure to achieve 50% of that EBIT target shall not affect the calculation of the tentative Bonus with respect to the achievement of any other EBIT target which is also a weighted component of the Participant's Performance Goal.

The second stage of the calculation shall multiply the tentative Bonus so determined by a percentage which represents a personal performance factor (the "Personal Performance Percentage"). The Personal Performance Percentage shall vary based on the Participant's individual performance during the Plan Year and may be lesser than, greater than, or equal to 100%. In the case of the Chief Executive Officer, the Personal Performance Percentage shall be determined by the Committee in its sole discretion. In the case of any other Participant, the Personal Performance Percentage shall be determined by the Chief Executive Officer, in his sole discretion, with the assistance of a recommendation from the Participant's direct supervisor (if other than the Chief Executive Officer). Notwithstanding any other provision of this Section 4(c), the Personal Performance Percentage with respect to each Participant shall not be less than 80% nor greater than 120%, and the Bonus paid to any Participant with respect to any Plan Year shall not exceed 150% of the Participant's target Bonus with respect to the Plan Year.

(d) Maximum Aggregate Bonuses for Plan Year. The maximum amount

payable as Bonuses hereunder with respect to any Plan Year shall not exceed 3% of Consolidated EBIT for such Plan Year.

(e) Committee Review and Adjustment of Calculation.

The Committee shall review the Bonuses calculated pursuant to Sections 4(c) and 4(d) hereof with respect to each Plan Year and, subject to Section 4(d) and the last sentence of Section 4(c) hereof, the Committee may, in its sole discretion, adjust (including increasing, reducing or eliminating) the amount of any Bonus before making a recommendation to the Board regarding the Bonuses (if any) to be paid with respect to the Plan Year.

(f) Employment Requirement for Bonus Payment and Exceptions Thereto.

(i) Except as provided in Sections 4(f)(ii) and 4(f)(iii) hereof, payment of a Bonus to a particular Participant for a Plan Year shall be made only if, and to the extent that, the foregoing requirements of this Section 4 have been met with respect to the Plan Year and only if the Participant is employed by the Company or one of its Subsidiaries for the entire Plan Year (from the first day of the Plan Year through the last day of the Plan Year), except as set forth in Section 4(h) hereof.

(ii) If, under circumstances described in this Section 4(f)(ii), a Participant has been employed by the Company (or one of its Subsidiaries) for only part of a Plan Year, a pro-rata Bonus shall be paid to the Participant. The pro-rata Bonus shall be calculated by multiplying the Bonus which would be payable if such employment had been for the entire Plan Year by a fraction, the numerator of which shall be the Participant's days of such employment during the Plan Year (except as provided in Section 4(f)(ii)(E) hereof) and the denominator of which shall be 365. The circumstances under which such a pro-rata Bonus shall become payable with respect to a Plan Year are the following:

(A) the Participant's employment has terminated during the Plan Year under circumstances which qualify the Participant for retirement (including early retirement) under the Non-Contributory Pension Plan for Employees of Mine Safety Appliances Company (or any successor plan thereto);

(B) the Participant has died during the Plan Year;

(C) the Participant was newly hired by the Company or one of its Subsidiaries during the Plan Year and remained so employed on the last day of the Plan Year;

(D) the individual (not initially a Participant) was already employed by the Company or one of its Subsidiaries on the first day of the Plan Year, but became a Participant later in the Plan Year in connection with a promotion (either by designation by the Chief Executive Officer or by promotion to a position as Company officer); and

(E) the Participant was disabled (within the meaning of the Company's long-term disability plan) during part of the Plan Year; in that event the numerator of the fraction used to calculate the pro-rata Bonus shall be either the days of the Plan Year during which the Participant was actively at work or such other number (which shall not be more than 365) as is determined by the Committee in its sole discretion.

(iii) Subject to Section 4(d) and the last sentence of Section 4(c) hereof, the Committee, in its sole discretion, may determine that the Company shall pay a Bonus with respect to a Plan Year (in an amount and, notwithstanding the first two sentences of Section 4(g) hereof, at a time determined in its sole discretion) to any Participant whose employment with the Company or one of its Subsidiaries has terminated during the Plan Year.

(g) Time of Payment; Termination for Cause. As soon as practicable after -----
the Plan Year, the following shall be accomplished: (i) the calculation of the Bonuses with respect to a Plan Year pursuant to Sections 4(c) and 4(d) hereof, (ii) the Committee's review of, and recommendation to the Board with respect to, such Bonuses pursuant to Sections 4(e) and 4(f) hereof, and (iii) the action of the Board making a final determination (subject to Section 4(d) and the last sentence of

Section 4(c) hereof) as to what Bonuses (if any) shall be paid with respect to the Plan Year. Except as provided in the two immediately following sentences and in Section 4(h) hereof, all Bonuses to which Participants become entitled under this Section 4 with respect to a Plan Year shall be paid in lump sum cash payments as soon as practicable after such Board determination, but not later than the March 15th immediately following the Plan Year. Notwithstanding any of the foregoing provisions of the Plan, if the employment of a Participant has been terminated for cause (as determined in the sole discretion of the Committee prior to the occurrence of any Change in Control) at any time before the Company has paid the Participant's Bonus with respect to a Plan Year, no Bonus shall be paid to the Participant with respect to such Plan Year. For purposes of the Plan, after a Change in Control has occurred, the Committee shall have no power to determine that a termination of a Participant's employment has been made for cause.

(h) Change in Control. Notwithstanding any other provision of the

Plan to the contrary, (i) if a Change in Control of the Company shall occur following a Plan Year as to which the actual Bonuses to be paid have been determined (but such Bonuses have not yet been paid), such Bonuses shall be paid immediately in cash, (ii) if a Change in Control shall occur following a Plan Year as to which the actual Bonuses to be paid have not yet been determined, such Bonuses shall be immediately determined and paid in cash, and (iii) if a Change in Control shall occur during a Plan Year as to which target Bonuses have been established (but the actual Bonuses to be paid have not yet been determined), such Plan Year shall be deemed to have been completed, the target levels of performance set forth under the respective Performance Goals shall be deemed to have been attained, the respective Personal Performance Percentages shall be deemed to be 100%, and a pro rata portion of the Bonus so determined for each Participant for such partial Plan Year (based on the number of full and partial months which have elapsed with respect to such Plan Year) shall be paid immediately in cash to each Participant for whom a target Bonus for such Plan Year was established.

5. Administration.

The Plan shall be administered by the Committee. The Committee shall have the authority in its sole discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation, to make adjustments in the Performance Goals in response to changes in applicable laws, regulations, or accounting principles; to construe and interpret the Plan; to prescribe, amend and rescind rules and regulations relating to the Plan; and to make all other determinations deemed necessary or advisable for the administration of the Plan.

The Committee shall consist of two or more persons. The Committee may appoint a chairperson and a secretary and may make such rules and regulations for the conduct of its business as it shall deem advisable, and shall keep minutes of its meetings. All determinations of the Committee shall be made by a majority of its members either present in person or participating by conference telephone at a meeting or by unanimous written consent. The Committee may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Committee or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the Plan. All decisions, determinations and interpretations of the Committee (except those which are specifically stated herein to be subject to Board action) shall be final and binding on all persons, including the Company, the Participant (or any person claiming any rights under the Plan from or through any Participant) and any shareholder.

No member of the Board or the Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any Bonus hereunder.

6. General Provisions.

(a) No Right To Continued Employment. Nothing in the Plan or in any

Bonus hereunder shall confer upon any Participant the right to continue in the employ of the Company or any of its Subsidiaries or to be entitled to any remuneration or benefits not set forth in the Plan or to interfere with or limit in any way the right of the Company to terminate such Participant's employment.

(b) Withholding Taxes. The Company or Subsidiary employing any

Participant shall deduct from all payments under the Plan any taxes required to be withheld by federal, state or local governments.

(c) Amendment and Termination of the Plan. The Board may at any time

and from time to time alter, amend, suspend, or terminate the Plan in whole or in part. Additionally, the Committee may make such amendments as it deems necessary to comply with other applicable laws, rules and regulations. Notwithstanding the foregoing, no amendment, suspension or termination of the Plan shall affect adversely any of the rights of any Participant, without such Participant's written consent, with respect to any target Bonus theretofore established with respect to the Participant (or any Bonus to which the Participant has become entitled) under the Plan.

(d) Participant Rights. No Participant in the Plan for a particular

Plan Year shall have any claim to be granted any target Bonus under the Plan for any subsequent Plan Year, and there is no obligation for uniformity of treatment for Participants.

(e) Unfunded Status of Bonuses. The Plan is intended to constitute

an "unfunded" plan for incentive compensation. With respect to any payments which at any time are not yet made to a Participant with respect to a Bonus, nothing contained in the Plan or any related document shall give any such Participant any rights that are greater than those of a general creditor of the Company.

(f) Governing Law. The Plan and the rights of all persons claiming

hereunder shall be construed and determined in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law principles thereof, except to the extent that such law is preempted by federal law.

(g) Effective Date. This Plan memorializes in writing the existing

annual bonus policy of the Company, while adding certain Change-in-Control protection with respect to the Bonuses provided under the Plan; therefore, upon approval by the Board during the 1998 Plan Year, the Plan (with such added protection) shall take effect as of January 1, 1998 (the "effective date").

7. Definitions.

The following terms, as used herein, shall have the following meanings:

- (a) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.
- (b) "Board" shall mean the Board of Directors of the Company.
- (c) "Bonus" shall mean any annual incentive bonus to which a Participant becomes entitled pursuant to the Plan; the establishment of a "target Bonus" with respect to a Participant pursuant to Section 4(a) hereof does not, by itself, entitle the Participant to payment of any Bonus hereunder; a Bonus must be earned and become payable pursuant to other provisions hereof.
- (d) "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) 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 (which term shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) 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 effective 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 effective 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 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.

- (e) "Chief Executive Officer" shall mean the Chief Executive Officer of the Company.
- (f) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- (g) "Committee" shall mean the Compensation Committee of the Board.
- (h) "Company" shall mean Mine Safety Appliances Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, or (except as used in the definitions of Change in Control and Person in this Section 7) any successor corporation.
- (i) "EBIT" shall mean "earnings before interest and taxes". The Committee shall establish target EBITs (and the formula and method(s) for calculating EBIT amounts) for each Plan Year with respect to the Company's consolidated worldwide operations ("Consolidated EBIT") and the Company's United States operations ("United States EBIT"), and the Chief Executive Officer shall establish target EBITs for the Company's various divisions and Subsidiaries (respectively, "Divisional EBIT"). As soon as practicable after each Plan Year, the Committee shall determine the levels of Consolidated EBIT, the United States EBIT and the respective Divisional EBITs which were achieved during the Plan Year.
- (j) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.
- (k) "Participant" shall mean an officer or other employee of the Company or one of its Subsidiaries who is eligible to participate herein pursuant to Section 3 hereof and for whom a target Bonus is established with respect to the relevant Plan Year.

- (l) "Performance Goal" shall have the meaning given such term in Section 4(c) hereof.
- (m) "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 date hereof 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.
- (n) "Personal Performance Percentage" shall have the meaning given such term in Section 4(c)

hereof.

- (o) "Plan" shall mean Mine Safety Appliances Company Annual Incentive Bonus Plan, as amended from time to time.
- (p) "Plan Year" shall mean the Company's fiscal year.
- (q) "Subsidiary" shall mean any subsidiary of the Company which is designated by the Board or the Committee to have any one or more of its employees participate in the Plan.

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT ("Agreement") is made on May 20, 1998, by
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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, 2000, unless further extended as
hereinafter provided. Commencing on January 1, 2000 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 thirty-six (36) 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. Except as provided in Section 9.1 hereof, 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 of 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, 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, 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, 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.

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, (ii) by the Executive with Good Reason or (iii) by the Executive in a Window Period Termination, 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs). For purposes of any determination regarding the applicability of the immediately preceding sentence, any position taken by the Executive shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that such position is not correct. 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 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).

(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. For purposes of this paragraph of Section 6.1(B), in determining which benefits were "provided" at the applicable date, the Executive shall be deemed to have elected the most comprehensive benefits and coverage available to the Executive at that date (whether or not actually elected); further, such benefits shall include, without limitation, an unrestricted right for the Executive and the Executive's dependents to select their own care providers. 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) Notwithstanding any provision of the Company's Executive Insurance Program (with any successor plan or program, the "EIP"), if the Executive participates in the EIP, the Executive's right to be treated as a "Retired Participant" under the EIP (as defined therein) after the Date of Termination shall be determined by adding to the actual age and service credit of the Executive, as determined under the provisions of the EIP, an additional thirty-six (36) months of age and service credit.

(D) 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.

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 section 280G of the Code 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); provided, however, that the Executive may elect to have the noncash Severance

Payments reduced (or eliminated) prior to any reduction of the cash Severance Payments.

(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 section 280G(b) of the Code 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 independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) 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 section 280G(b)(4)(B) of the Code, 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 sections 280G(d)(3) and (4) of the Code.

(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). If the Executive objects to the Company's calculations, the Company shall pay to the Executive such portion of the Severance Payments (up to 100% thereof) as the Executive determines is necessary to result in the proper application of subsection A of this Section 6.2.

6.3 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; 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), as determined in good faith by the Executive, 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 section 1274(b)(2)(B) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth (30th) day after the Date of Termination (or, if earlier, the thirtieth (30th) day after the Executive's receipt of an excess parachute payment). In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive, payable on the fifth (5th) business day after demand by the Company (together with interest at 120% of the rate provided in section 1274(b)(2)(B) of the Code).

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 section 4999 of the Code to any payment or benefit provided hereunder; provided, however, that no such fees and expenses shall be paid unless the Executive prevails on at least one of the issues he raises. 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.

7. Termination Procedures and Compensation During Dispute.

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 based on clause (ii) or (iii) of the definition of Cause herein is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (ii) or (iii) of the definition of Cause herein, and 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).

7.3 Dispute Concerning Termination. If within fifteen (15) days

after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 7.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the earlier of (i) the date on which the Term ends or (ii) the date

on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.

7.4 Compensation During Dispute. If a purported termination occurs

on or after a Change in Control (or is deemed to have so occurred pursuant to the second and third sentences of Section 6.1 hereof) and during the Term and the Date of Termination is extended in accordance with Section 7.3 hereof, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given until the Date of Termination, as determined in accordance with Section 7.3 hereof. Amounts paid under this Section 7.4 are in addition to all other amounts due under this Agreement (other than those due under Section 5.2 hereof) and shall not be offset against or reduce any other amounts due under this Agreement.

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 or Section 7.4 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 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. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the

Executive's employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

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: 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 (including, without limitation, the provision relating to one year's separation pay in the Company's letter to you dated November 26, 1996, but only if an amount becomes payable to you under Section 6.1(A) hereof). The validity, interpretation, construction and performance of this

Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. 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 until the Date of Termination 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 section 280G(b)(3) of the Code.

(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 (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or 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) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or (ii) the engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) 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 and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Committee by clear and convincing evidence that Cause exists.

(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 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.

(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 Personnel 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 section 4999 of the Code.

(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 (VII) 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, unless, in the case of any act or failure to act described in paragraph (I), (V), (VI) or (VII) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(I) the assignment to the Executive of any duties inconsistent with the Executive's status as an executive officer of the Company or a substantial adverse alteration in the nature or status of the Executive's 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 1998 Management Share Incentive Plan, the Executive Insurance Program, 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) except for any changes required by applicable law, 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, 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 enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(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.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. 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.

For purposes of any determination regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that Good Reason does not exist.

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

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

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

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

Mine Safety Appliances Company

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT ("Agreement") is made on May 20, 1998, 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, 2000, unless further extended as
hereinafter provided. Commencing on January 1, 2000 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 thirty-six (36) 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. Except as provided in Section 9.1 hereof, 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 of 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, 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, 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, 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.

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, (ii) by the Executive with Good Reason, or (iii) by the Executive in a Window Period Termination, 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs). For purposes of any determination regarding the applicability of the immediately preceding sentence, any position taken by the Executive shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that such position is not correct. 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 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).

(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. For purposes of this paragraph of Section 6.1(B), in determining which benefits were "provided" at the applicable date, the Executive shall be deemed to have elected the most comprehensive benefits and coverage available to the Executive at that date (whether or not actually elected); further, such benefits shall include, without limitation, an unrestricted right for the Executive and the Executive's dependents to select their own care providers. 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) Notwithstanding any provision of the Company's Executive Insurance Program (with any successor plan or program, the "EIP"), if the Executive participates in the EIP, the Executive's right to be treated as a "Retired Participant" under the EIP (as defined therein) after the Date of Termination shall be determined by adding to the actual age and service credit of the Executive, as determined under the provisions of the EIP, an additional thirty-six (36) months of age and service credit.

(D) 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.

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 not be deductible (in whole or part), by the Company, an Affiliate or Person making such payment or providing such benefit as a result of section 280G of the Code, then, to the extent necessary to make such portion of the Total Payments deductible (and after taking into account any reduction in the Total Payments provided by reason of section 280G of the Code in such other plan, arrangement or agreement), the cash Severance Payments shall first be reduced (if necessary, to zero), and all other Severance Payments shall thereafter be reduced (if necessary, to zero); provided, however, that the Executive may elect to have the noncash Severance Payments reduced (or eliminated) prior to any reduction of the cash Severance Payments.

(B) For purposes of this limitation, (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 section 280G(b) of the Code 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 which was, immediately prior to the Change in Control, the Company's independent auditor (the "Auditor"), does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code, including by reason of section 280G(b)(4)(A) of the Code, (iii) the Severance Payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (i) or (ii)) in their entirety constitute reasonable compensation for services actually rendered within the meaning of section 280G(b)(4)(B) of the Code or are otherwise not subject to disallowance as deductions by reason of section 280G of the Code, in the opinion of Tax Counsel, and (iv) the value of any noncash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of sections 280G(d)(3) and (4) of the Code.

(C) If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that, notwithstanding the good faith of the Executive and the Company in applying the terms of this Section 6.2, the Total Payments paid to or for the Executive's benefit are in an amount that would result in any portion of such Total Payments being subject to the Excise Tax, then, if such repayment would result in (i) no portion of the remaining Total Payments being subject to the Excise Tax and (ii) a dollar-for-dollar reduction in the Executive's taxable income and wages for purposes of federal, state and local income and employment taxes, the Executive shall have an obligation to pay the Company upon demand an amount equal to the sum of (i) the excess of the Total Payments paid to or for the Executive's benefit over the Total Payments that could have been paid to or for the Executive's benefit without any portion of such Total Payments being subject to the Excise Tax; and (ii) interest on the amount set forth in clause (i) of this sentence at the rate provided in section 1274(b)(2)(B) of the Code from the date of the Executive's receipt of such excess until the date of such payment.

6.3 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; 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), as determined in good faith by the Company, 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 section 1274(b)(2)(B) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth (30th) day after the Date of Termination (or, if earlier, the thirtieth (30th) day after the Executive's receipt of an excess parachute payment). In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive, payable on the fifth (5th) business day after demand by the Company (together with interest at 120% of the rate provided in section 1274(b)(2)(B) of the Code). 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 section 4999 of the Code to any payment or benefit provided hereunder; provided, however, that no such fees and expenses shall be paid unless the Executive prevails on at least one of the issues he raises. 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.

7. Termination Procedures and Compensation During Dispute.

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 based on clause (ii) or (iii) of the definition of Cause herein is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (ii) or (iii) of the definition of Cause herein, and 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).

7.3 Dispute Concerning Termination. If within fifteen (15) days

after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 7.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the earlier of (i) the date on which the Term ends or (ii) the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.

7.4 Compensation During Dispute. If a purported termination occurs

on or after a Change in Control (or is deemed to have so occurred pursuant to the second and third sentences of Section 6.1 hereof) and during the Term and the Date of Termination is extended in accordance with Section 7.3 hereof, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given until the Date of Termination, as determined in accordance with Section 7.3 hereof. Amounts paid under this Section 7.4 are in addition to all other amounts due under this Agreement (other than those due under Section 5.2 hereof) and shall not be offset against or reduce any other amounts due under this Agreement.

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 or Section 7.4 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 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. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

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: 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. 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 until the Date of Termination

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 section 280G(b)(3) of the Code.

(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 (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or 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) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or (ii) the engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) 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 and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Committee by clear and convincing evidence that Cause exists.

(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 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.

(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 Personnel 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 section 4999 of the Code.

(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 (VII) 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, unless, in the case of any act or failure to act described in paragraph (I), (V), (VI) or (VII) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(I) the assignment to the Executive of any duties inconsistent with the Executive's status as an executive officer of the Company or a substantial adverse alteration in the nature or status of the Executive's 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 1998 Management Share Incentive Plan, the Executive Insurance Program, 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) except for any changes required by applicable law, 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, 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 enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(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.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. 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.

For purposes of any determination regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that Good Reason does not exist.

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

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

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

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

(Z) "Window Period Termination" shall mean a termination of the Executive's employment by the Executive without Good Reason by giving a Notice of Termination during the one-year period beginning on the date of a Change in Control and ending on the first anniversary thereof.

MINE SAFETY APPLIANCES COMPANY

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT ("Agreement") is made on May 20, 1998, 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, 2000, unless further extended as
hereinafter provided. Commencing on January 1, 2000 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 thirty-six (36) 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. Except as provided in Section 9.1 hereof, 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 of 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, 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, 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, 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.

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, (ii) by the Executive with Good Reason or (iii) by the Executive in a Window Period Termination, 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs) 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 (whether or not a Change in Control ever occurs). For purposes of any determination regarding the applicability of the immediately preceding sentence, any position

taken by the Executive shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that such position is not correct. 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 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).

(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. For purposes of this paragraph of Section 6.1(B), in determining which benefits were "provided" at the applicable date, the Executive shall be deemed to have elected the most comprehensive benefits and coverage available to the Executive at that date (whether or not actually elected); further, such benefits shall include, without limitation, an unrestricted right for the Executive and the Executive's dependents to select their own care providers. 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) Notwithstanding any provision of the Company's Executive Insurance Program (with any successor plan or program, the "EIP"), if the Executive participates in the EIP, the Executive's right to be treated as a "Retired Participant" under the EIP (as defined therein)

after the Date of Termination shall be determined by adding to the actual age and service credit of the Executive, as determined under the provisions of the EIP, an additional thirty-six (36) months of age and service credit.

(D) 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.

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 section 280G of the Code 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); provided, however, that the Executive may elect to have the noncash Severance

Payments reduced (or eliminated) prior to any reduction of the cash Severance Payments.

(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 section 280G(b) of the Code 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 independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) 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 section 280G(b)(4)(B) of the Code, 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 sections 280G(d)(3) and (4) of the Code.

(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). If the Executive objects to the Company's calculations, the Company shall pay to the Executive such portion of the Severance Payments (up to 100% thereof) as the Executive determines is necessary to result in the proper application of subsection A of this Section 6.2.

6.3 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; 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), as determined in good faith by the Executive, 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 section 1274(b)(2)(B) of the Code) as soon as the amount thereof can be determined but in no event

later than the thirtieth (30th) day after the Date of Termination (or, if earlier, the thirtieth (30th) day after the Executive's receipt of an excess parachute payment). In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive, payable on the fifth (5th) business day after demand by the Company (together with interest at 120% of the rate provided in section 1274(b)(2)(B) of the Code).

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 section 4999 of the Code to any payment or benefit provided hereunder; provided, however, that no such fees and expenses shall be paid unless the Executive prevails on at least one of the issues he raises. 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.

7. Termination Procedures and Compensation During Dispute.

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 based on clause (ii) or (iii) of the definition of Cause herein is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (ii) or (iii) of the definition of Cause herein, and 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).

7.3 Dispute Concerning Termination. If within fifteen (15) days

after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 7.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the earlier of (i) the date on which the Term ends or (ii) the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.

7.4 Compensation During Dispute. If a purported termination occurs

on or after a Change in Control (or is deemed to have so occurred pursuant to the second and third sentences of Section 6.1 hereof) and during the Term and the Date of Termination is extended in accordance with Section 7.3 hereof, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given until the Date of Termination, as determined in accordance with Section 7.3 hereof. Amounts paid under this Section 7.4 are in addition to all other amounts due under this Agreement (other than those due under Section 5.2 hereof) and shall not be offset against or reduce any other amounts due under this Agreement.

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 or Section 7.4 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 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. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

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: 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. 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 until the Date of Termination 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 section 280G(b)(3) of the Code.

(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 (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or 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) after a written demand for substantial

performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or (ii) the engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) 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 and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Committee by clear and convincing evidence that Cause exists.

(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 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.

(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 Personnel 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 section 4999 of the Code.

(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 (VII) 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, unless, in the case of any act or failure to act described in paragraph (I), (V), (VI) or (VII) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(I) the assignment to the Executive of any duties inconsistent with the Executive's status as an executive officer of the Company or a substantial adverse alteration in the nature or status of the Executive's 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 1998 Management Share Incentive Plan, the Executive Insurance Program, 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) except for any changes required by applicable law, 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, 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 enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(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.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. 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.

For purposes of any determination regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that Good Reason does not exist.

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

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

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

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

Mine Safety Appliances Company