
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 13, 2010



MINE SAFETY APPLIANCES COMPANY

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

1-15579
(Commission
File Number)

25-0668780
(IRS Employer
Identification Number)

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

15238
(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 2.01. Completion of Acquisition or Disposition of Assets

On October 13, 2010, Mine Safety Appliances Company (“MSA”) completed the previously announced acquisition of General Monitors, Inc. and its affiliated companies (collectively, “General Monitors”). General Monitors is a leading innovator and developer of advanced flame and gas detection systems. The acquisition was completed pursuant to the purchase agreements which are attached as Exhibits 10.1, 10.2 and 10.3 to MSA’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 13, 2010, which Form 8-K is incorporated herein by reference. The acquisition was made from the sellers set forth in such purchase agreements. Amendments which were entered into with respect to two of the purchase agreements are filed herewith as Exhibit 10.1 and Exhibit 10.2. Following the acquisition, General Monitors, Inc. and its affiliated companies became wholly owned subsidiaries of MSA.

Pursuant to the purchase agreements, MSA paid a purchase price of approximately \$280 million in cash, along with the assumption of certain liabilities. The purchase price is subject to a working capital adjustment. In accordance with the terms of the purchase agreements, \$38 million of the purchase price was placed in escrow to be used, if necessary, to satisfy certain indemnification obligations of the sellers.

The foregoing description of the transaction completed pursuant to the purchase agreements does not purport to be complete and is qualified in its entirety by reference to the purchase agreements, as amended.

Item 8.01. Other Events.

On October 14, 2010, MSA issued a press release announcing the completion of the acquisition of General Monitors, Inc. and its affiliated companies. The full text of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(a) Financial Statements of Business Acquired**

The financial statements required by this item are not included in this Current Report on Form 8-K. The financial statements will be provided in an amended report, which will be filed not later than 71 calendar days after the date that this initial report on Form 8-K must be filed.

(b) Pro Forma Financial Information

The pro forma financial information required by this item is not included in this Current Report on Form 8-K. The pro forma financial information will be provided in an amended report, which will be filed not later than 71 calendar days after the date that this initial report on Form 8-K must be filed.

(d) The following exhibits are furnished with this Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 dated October 13, 2010 to Asset Purchase Agreement, dated as of September 7, 2010, by and among (i) General Monitors, Inc.; (ii) Robert DePalma, Darin Brame, George Purvis, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust I, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust II, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust III, Joseph A. Sperske, as trustee for the Joseph A. Sperske Revocable Trust, and Phillip A. Robbbaro and Michelle Robbbaro, as trustees for the Robbbaro Family Trust; (iii) Joseph A. Sperske, as agent for the seller parties; (iv) Mine Safety Appliances Company; and (v) Fifty Acquisition Corp.
10.2	Amendment No. 1 dated October 13, 2010 to Equity Purchase Agreement, dated as of September 7, 2010, by and among (i) Cecil Lenihan; David Woods; Denis Connolly; Joseph A. Sperske, as Trustee of the Shelley Trust; Joseph A. Sperske, as Trustee of the Stasia Trust; Joseph A. Sperske, as Trustee of the Shannon Trust; Darin Brame; George Purvis; Joseph A. Sperske, as Trustee of the Joseph A. Sperske Revocable Trust; and Phillip A. Robbbaro and Michelle Robbbaro, as Trustees of the Robbbaro Family Trust; (ii) Joseph A. Sperske, as agent for the sellers; and (iii) Mine Safety Appliances Company.
99.1	Press release dated October 14, 2010.

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SIGNATURE

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

MINE SAFETY APPLIANCES COMPANY

By: /S/ DOUGLAS K. MCCLAIN
Douglas K. McClaine
Vice President, General Counsel and Secretary

Date: October 19, 2010

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>	<u>Method of Filing</u>
10.1	Amendment No. 1 dated October 13, 2010 to Asset Purchase Agreement, dated as of September 7, 2010, by and among (i) General Monitors, Inc.; (ii) Robert DePalma, Darin Brame, George Purvis, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust I, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust II, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust III, Joseph A. Sperske, as trustee for the Joseph A. Sperske Revocable Trust, and Phillip A. Robbbaro and Michelle Robbbaro, as trustees for the Robbbaro Family Trust; (iii) Joseph A. Sperske, as agent for the seller parties; (iv) Mine Safety Appliances Company; and (v) Fifty Acquisition Corp.	Filed herewith
10.2	Amendment No. 1 dated October 13, 2010 to Equity Purchase Agreement, dated as of September 7, 2010, by and among (i) Cecil Lenihan; David Woods; Denis Connolly; Joseph A. Sperske, as Trustee of the Shelley Trust; Joseph A. Sperske, as Trustee of the Stasia Trust; Joseph A. Sperske, as Trustee of the Shannon Trust; Darin Brame; George Purvis; Joseph A. Sperske, as Trustee of the Joseph A. Sperske Revocable Trust; and Phillip A. Robbbaro and Michelle Robbbaro, as Trustees of the Robbbaro Family Trust; (ii) Joseph A. Sperske, as agent for the sellers; and (iii) Mine Safety Appliances Company.	Filed herewith
99.1	Press release dated October 14, 2010.	Filed herewith

AMENDMENT NO. 1
TO
ASSET PURCHASE AGREEMENT
DATED SEPTEMBER 7, 2010

This Amendment No. 1 (this "Amendment") to that certain Purchase Agreement (as defined herein), dated as of October 13, 2010, is by and among Joseph A. Sperske, in his capacity as the Seller's Representative (the "Seller's Representative"), Mine Safety Appliances Company, a Pennsylvania corporation ("MSA"), and Fifty Acquisition Corp., a Nevada corporation ("FAC").

RECITALS

WHEREAS, the Seller's Representative, MSA, FAC, General Monitors, Inc., a Nevada corporation (the "Seller"), Robert DePalma, Darin Brame, George Purvis, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust I, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust II, Joseph A. Sperske, as trustee for the 1995 Edwards QSST Trust III, Joseph A. Sperske, as trustee for the Joseph A. Sperske Revocable Trust, and Phillip A. Robbbaro and Michelle Robbbaro, as trustees for the Robbbaro Family Trust are all party to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 7, 2010;

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller was to transfer title to certain real property in Singapore at the Closing;

WHEREAS, Seller is unable to locate the original Subsidiary Strata Certificate of Title Volume 399 Folio 72 and the original Subsidiary Strata Certificate of Title Volume 399 Folio 78 for the transfer of 2 Kallang Pudding Road #09-15 and #09-16 Singapore 349307; and

WHEREAS, the parties to the Purchase Agreement desire to amend the Purchase Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Purchase Agreement.

Section 2. Amendments to Purchase Agreement. Effective as of the date hereof, the Purchase Agreement shall be amended by adding the following to the Purchase Agreement:

(a) "Transfer of Singapore Real Property. Seller shall use commercially reasonable efforts to obtain replacements for the original Subsidiary Strata Certificate of Title Volume 399 Folio 72 and the original Subsidiary Strata Certificate of Title Volume 399 Folio 78 (collectively, the "Replacement Certificates") in order to be able to file the transfer documents with the Singapore Land Authority to transfer the ownership of the real property located at 2 Kallang Pudding Road #09-15 and #09-16 Singapore 349307 (the "Singapore Real Property")

from Seller to FAC. If the Singapore Real Property transfer from Seller to FAC is not completed through the filing of the transfer documents (along with such Replacement Certificates) with the Singapore Land Authority within one (1) year of the Closing Date, FAC shall be entitled to make a claim for Damages from the Seller Parties under the Purchase Agreement and under the Escrow Agreement, and any such claim for Damages shall not be subject to the Deductible Amount set forth in Section 5.1(c). Notwithstanding the foregoing, Buyer covenants that it will have the Purchase Agreement, which includes the Singapore Real Property transfer, stamped by the applicable Singapore authority and any associated stamp fee paid within thirty (30) days of the Closing Date.”

(b) “Consents. With respect to any consents which Buyer indicated to Seller were required for Closing and which were not obtained at or prior to Closing, Seller and Seller’s Representative shall assist Buyer after Closing in every reasonable effort to obtain such consents.”

Section 3. References. From and after the date hereof, any reference to the Purchase Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to include this Amendment unless the context shall otherwise require.

Section 4. Continued Effectiveness. Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Purchase Agreement, or any amendment or addendum thereto, and the Purchase Agreement will remain unchanged and in full force and effect. In the event of any conflict between the Purchase Agreement and this Amendment, this Amendment shall prevail.

Section 5. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

JOSEPH A. SPERSKE, as Seller's Representative

/s/ Joseph A. Sperske

MINE SAFETY APPLIANCES COMPANY

By: /s/ Dennis L. Zeitler

Name: Dennis L. Zeitler

Title: Senior Vice President

FIFTY ACQUISITION CORP.

By: /s/ Dennis L. Zeitler

Name: Dennis L. Zeitler

Title: Treasurer

Signature Page to Amendment No. 1 to the Asset Purchase Agreement

**AMENDMENT NO. 1
TO
EQUITY PURCHASE AGREEMENT
DATED SEPTEMBER 7, 2010**

This Amendment No. 1 (this "Amendment") to that certain Purchase Agreement (as defined herein), dated as of October 13, 2010, is by and among Joseph A. Sperske, in his capacity as the Members' Representative (the "Members' Representative"), and Mine Safety Appliances Company, a Pennsylvania corporation ("Buyer").

RECITALS

WHEREAS, the Members' Representative; Buyer; Cecil Lenihan; David Woods; Denis Connolly; Joseph A. Sperske, as Trustee of the Shelley Trust; Joseph A. Sperske, as Trustee of the Stasia Trust; Joseph A. Sperske, as Trustee of the Shannon Trust; Darin Brame; George Purvis; Joseph A. Sperske, as Trustee of the Joseph A. Sperske Revocable Trust; and Phillip A. Robbbaro and Michelle Robbbaro, as Trustees of the Robbbaro Family Trust are all party to that certain Equity Purchase Agreement (the "Purchase Agreement") dated as of September 7, 2010 with respect to the equity interests of General Monitors Transnational, LLC, a Nevada limited liability company (the "Company");

WHEREAS, the Purchase Agreement contemplates that each of the Gassonic Equityholders other than the Company will enter into individual stock purchase agreements with Buyer (or its designee) and the Members' Representative ("Individual Purchase Agreements") pursuant to which Buyer (or its designee) would purchase all shares owned by said Gassonic Equityholders in Gassonic;

WHEREAS, instead of entering into Individual Purchase Agreements, the parties have agreed that the Gassonic Equityholders other than the Company will enter into Share Purchase Agreements pursuant to certain share purchase provisions contained in the existing Shareholders' Agreement of Gassonic ("Share Purchase Agreements");

WHEREAS, the Company and Andrew Yong have entered into an agreement to terminate the nominee relationship between them with respect to the five percent interest in Wuxi held in the Company's name as nominee for Mr. Yong, and transfer to the Company the 500 shares of GMHK owned by Mr. Yong; and

WHEREAS, the parties to the Purchase Agreement desire to amend the Purchase Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Purchase Agreement.

Section 2. Amendments to Purchase Agreement. Effective as of the date hereof, the Purchase Agreement shall be amended by adding the following to the Purchase Agreement:

(a) All references contained in the Purchase Agreement to execution of Individual Purchase Agreements by the Gassonic Equityholders other than the Company and the closing of the purchases contemplated thereunder (including without limitation the references set forth in Sections 2.1(c), 4.1(r)(ii), 4.1(t), 4.2(i), and 4.2(j)) are hereby deleted and replaced with references to execution and delivery by said Gassonic Equityholders of the Share Purchase Agreements; provided that the parties agree that the purchases under the Share Purchase Agreements will close within the time frame provided for in such Share Purchase Agreements and, as a result, shall not be a condition precedent to the Closing under the Purchase Agreement.

(b) In no event shall any Gassonic Equityholder other than the Company (i) be required to deposit any portion of the purchase price payable to it for its shares in Gassonic with the Escrow Agent pursuant to Section 1.2(b) of the Purchase Agreement or be deemed to have agreed to the terms of the Escrow Agreement (as defined in Section 1.2(b) of the Purchase Agreement), it being understood that the portion of the purchase price which such Gassonic Equityholders was to deposit under the Escrow Agreement shall instead be deposited by the GMT Members, or (ii) with respect to the working capital adjustment set forth in Section 1.4 of the Purchase Agreement, be responsible for contributing to any payment due to Buyer under Section 1.4(c)(ii) of the Purchase Agreement or be entitled to receive any proceeds from any amount payable by Buyer under Section 1.4(c)(i) of the Purchase Agreement, it being understood and agreed that any working capital adjustment payment due to Buyer which relates to Gassonic shall be made by the GMT Members through withdrawal of such amount from the Escrow Account maintained with respect to the Company and any working capital adjustment payment made by Buyer which relates to Gassonic shall be payable to the Members' Representative (for the benefit of the GMT Members).

(c) The Cash Purchase Price as set forth in Section 1.2(a) of the Purchase Agreement shall be deleted and shall instead be: \$68,837,100 USD.

(d) The Escrow Amount as set forth in Section 1.2(b) of the Purchase Agreement shall be deleted and shall instead be: \$11,350,900 USD.

(e) The names of Martin Tranderup Olesen and Gregory Neethling shall be deleted from Schedules 6.1, 6.2 and 6.3 to the Purchase Agreement, it being understood and agreed that Messrs. Olesen and Neethling will not be bound by the covenants contained in Sections 6.1, 6.2 and 6.3 of the Purchase Agreement but instead will be bound by the covenants contained in Section 11 of the Share Purchase Agreements.

(f) The GMT Members have informed the Buyer that the Company, the Members' Representative and Mr. Yong have entered into a Cancellation, Transfer and Waiver agreement that provides for the (i) termination of the nominee relationship between the Company and Mr. Yong with respect to the five percent interest in Wuxi held in the Company's name as nominee for Mr. Yong, and (ii) transfer to the Company of 500 shares of GMHK owned by Mr. Yong. Further, the promissory note dated as of September 15, 2008 made by Mr. Yong in favor of the Company in the original principal amount of \$124,677.57 and with an outstanding balance of

USD\$36,517 representing both principal and accrued but unpaid interest as of October 13, 2010, will be paid in-full and cancelled. No representations or warranties are made by the GMT Members to Buyer with respect to the termination of the nominee relationship or transfer of the shares of GMHK set forth in this Section 2(f), other than that funds from the GMT Members were used in an amount sufficient to complete the transactions described above in this Section 2(f).

Section 3. References. From and after the date hereof, any reference to the Purchase Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to include this Amendment unless the context shall otherwise require.

Section 4. Continued Effectiveness. Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Purchase Agreement, or any amendment or addendum thereto, and the Purchase Agreement will remain unchanged and in full force and effect. In the event of any conflict between the Purchase Agreement and this Amendment, this Amendment shall prevail.

Section 5. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

JOSEPH A. SPERSKE, as Members' Representative

/s/ Joseph A. Sperske

MINE SAFETY APPLIANCES COMPANY

By: /s/ Dennis L. Zeitler

Name: Dennis L. Zeitler

Title: Senior Vice President

Signature Page to Amendment No. 1 to the Equity Purchase Agreement



FROM: MSA (Mine Safety Appliances Company)
Ticker: MSA (NYSE)
Contact: Mark Deasy – (412) 967-3357

For Immediate Release

MSA Completes Acquisition of General Monitors
*California Company Strengthens MSA's Presence in Oil, Gas and
Petrochemical Markets*

PITTSBURGH, October 14, 2010 – MSA (NYSE: MSA) today announced it has completed the acquisition of General Monitors of Lake Forest, Ca., a leading innovator and developer of fixed systems for gas and flame detection. General Monitors is a privately held company that employs approximately 225 people globally and had 2009 revenues of approximately \$80 million. The transaction, which MSA announced in early September, is valued at \$280 million and is being financed with a combination of existing cash balances and incremental borrowing.

With the acquisition complete, MSA significantly strengthens its position in the global oil, gas and petrochemical markets by adding a highly recognized and respected brand of fixed gas and flame detection systems to a very complementary MSA product line. General Monitors' products and systems are used in a broad range of oil and gas exploration and refining applications as well as in a diverse range of industrial plant settings. William M. Lambert, MSA President and CEO, commented that the acquisition accelerates a key element of MSA's long-term corporate strategy to provide a broad line of gas and flame detection solutions to customers in the estimated \$850 million market the two companies serve.

(more)

“We’re very excited about finalizing this transaction and bringing our two great companies together,” Mr. Lambert said. “There are many synergies that make this acquisition a superb fit for both organizations, including an industry leading product line, a highly complementary geographic footprint, and a mutually intense focus on driving customer satisfaction and loyalty. Most importantly, our companies have very similar cultures built on integrity and defined by a passion for innovation and a commitment to one mission: protecting and saving lives,” he said.

Over the past several weeks, since the acquisition was announced, Mr. Lambert said the company has focused on developing a comprehensive cross-functional integration process that is designed to ensure the success of the venture. “At the center of this process is a joint integration team comprised of functional area business leaders from both organizations,” Mr. Lambert noted. “Overall, as we prepared for the closing of the transaction, this team made great progress in developing a precise process-driven blueprint, covering nine functional areas, that is designed to ensure the integration is fully planned and effectively executed. Needless to say, with the required legal and regulatory approvals now secured, we’re very excited to be in a position to put this plan into action,” he added.

As was announced previously, General Monitors President and CEO Phillip A. Robbbaro will continue to work for the company in the same capacity, and MSA has retained the strong General Monitors management team as part of the acquisition, with many of those members serving on the cross-functional integration team.

(more)

“The long-range goal of this venture is simple, “Mr. Robbbaro said. “We plan to gain synergies by leveraging the technological expertise, market reach and best practices of both organizations to provide our customers with the best solutions available in gas and flame detection systems. Our respective product lines complement each other exceedingly well in virtually every market we serve, and we will grow by delivering greater value to our customers than either company could do by itself.”

General Monitors was founded in 1961 by four aerospace engineers dedicated to providing hydrogen gas monitoring safety equipment for the U.S. space program. This focus on protecting life in the workplace evolved into a corporate commitment to provide gas and flame detection throughout the world’s energy related industries. Over the years, the company has grown steadily, earning a worldwide reputation as a leader in innovative, high-quality gas monitoring and flame detection products.

About MSA

Established in 1914, MSA is a global leader in the development, manufacture and supply of safety products that protect people’s health and safety. Many MSA products typically integrate any combination of electronics, mechanical systems and advanced materials to protect users against hazardous or life-threatening situations. The company’s comprehensive line of products is used by workers around the world in the fire service, oil, gas and petrochemical industry, homeland security, construction, mining and other industries, as well as the military. Principal products include self-contained breathing apparatus, gas masks, gas detection instruments, head protection, ballistic body armor, fall protection devices and thermal imaging cameras. The company also provides a broad range of consumer and contractor safety products through various retail channels. MSA has annual sales of approximately \$1 billion, manufacturing operations in the United States, Europe, Asia and Latin America, and more than 40 international locations. Additional information is available on the company’s Web site at www.msanet.com.

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