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Securities and Exchange Commission
Washington, D.C. 20549

FORM 10-K

[X] Annual Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
(Mark One) for the fiscal year ended December 29, 2007 or
[ ] Transition Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
for the transition period from to

Commission file number 0-20388

LITTELFUSE, INC.
(Exact name of registrant as specified in its charter)

Delaware	36-3795742
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
800 East Northwest Highway, Des Plaines, Illinois	60016
(Address of principal executive offices)	(Zip Code)

847/824-1188
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange On Which Registered
Common Stock, $.01 par value	Nasdaq Global Select Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [X] No [ ]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [X]

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 (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

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

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

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

The aggregate market value of 22,355,469 shares of voting stock held by non-affiliates of the registrant was approximately $754,944,188 based on the last reported sale price of the registrant's Common Stock as reported on the Nasdaq Global Select Market on June 30, 2007.

As of February 22, 2008, the registrant had outstanding 22,710,618 shares of Common Stock.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Littelfuse, Inc. Proxy Statement for the 2008 Annual Meeting of Stockholders (the "Proxy Statement") are incorporated into Part III of this Form 10-K. Portions of the Littelfuse, Inc. Annual Report to Stockholders for the year ended December 29, 2007 (the "Annual Report to Stockholders") are incorporated into Parts II and III of this Form 10-K and are filed as Exhibit 13.1 to this Form 10-K.

PART I

The statements in this section, the letter to shareholders and the other sections of our Annual Report to Shareholders filed herewith and in this Annual Report on Form 10-K that are not historical facts are intended to constitute "forward-looking statements" entitled to the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995 ("PSRLA"). These statements may involve risks and uncertainties, including, but not limited to, risks relating to product demand and market acceptance, economic conditions, the impact of competitive products and pricing, product quality problems or product recalls, capacity and supply difficulties or constraints, coal mining exposures, failure of an indemnification for environmental liability, exchange rate fluctuations, commodity price fluctuations, the effect of the Company's accounting policies, labor disputes, restructuring costs in excess of expectations, pension plan asset returns being less than assumed, integration of acquisitions and other risks that may be detailed in "Item 1A. Risk Factors" below and in the Company's other Securities and Exchange Commission filings.

ITEM 1. BUSINESS

GENERAL

Littelfuse, Inc. (the "Company" or "Littelfuse") is the world's leading supplier of circuit protection products for the electronics industry, providing the broadest line of circuit protection solutions to worldwide customers. In the electronics market, the Company supplies leading manufacturers such as Alcatel-Lucent, Celestica, Delta, Flextronics, Foxconn, Hewlett-Packard, Huawei, IBM, Intel, Jabil, LG, Motorola, Nokia, Panasonic, Quanta, Samsung, Sanmina-SCI, Seagate, Siemens and Sony.

The Company is also the leading provider of circuit protection for the automotive industry and the third largest producer of electrical fuses in North America. In the automotive market, the Company's end customers include major automotive manufacturers in North America, Europe and Asia such as BMW, Chrysler, Daimler, Ford Motor, General Motors, Honda Motor, Hyundai and Toyota. The Company also supplies wiring harness manufacturers and auto parts suppliers worldwide, including Alcoa Automotive, Auto Zone, Delphi, Lear, Pep Boys, Siemens VDO, Sumitomo, Valeo and Yazaki. In the electrical market, the Company supplies representative customers such as Abbott, Carrier, Dow Chemical, DuPont, GE, General Motors, Heinz, International Paper, John Deere, Lithonia Lighting, Marconi, Merck, Otis Elevator, Poland Springs, Procter & Gamble, Rockwell and 3M. See "Business Environment: Circuit Protection Market."

Net sales by business unit for the periods indicated are as follows (in thousands):

	FISCAL YEAR		
	2007	2006	2005
Electronics	$ 348,957	$ 365,418	$ 305,870
Automotive	135,109	123,620	118,595
Electrical	52,078	45,821	42,624
Total	$ 536,144	$ 534,859	$ 467,089

The Company operates in three geographic territories, which are the Americas, Europe and Asia-Pacific. The Company manufactures products and sells to customers in all three territories. There has been and continues to be a shift in the Company's revenues, and consequently manufacturing, to the Asia-Pacific region. Net sales by geographic territories, based upon the shipped to destination, are as follows (in thousands):

	FISCAL YEAR		
	2007	2006	2005
Americas	$ 204,305	$ 215,892	$ 199,855
Europe	118,265	111,652	98,337
Asia-Pacific	213,574	207,315	168,897
Total	$ 536,144	$ 534,859	$ 467,089

The Company's products are sold worldwide through a direct sales force and manufacturers' representatives. For the year ended December 29, 2007, approximately 61.9% of the Company's net sales were to customers outside the United States (exports and foreign operations) including 18.6% to Hong Kong.

The Company manufactures many of its products on fully integrated manufacturing and assembly equipment. The Company maintains product quality through a Global Quality Management System with all manufacturing sites certified under ISO 9001:2000. In addition, several of the Littelfuse manufacturing sites are also certified under TS 16949 and ISO 14001.

References herein to "2005" or "fiscal 2005" refer to the fiscal year ended December 31, 2005. References herein to "2006" or "fiscal 2006" refer to the fiscal year ended December 30, 2006. References herein to "2007" or "fiscal 2007" refer to the fiscal year ended December 29, 2007.

The Company's annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports are currently available free of charge through the "Investor Relations" section of the Company's Internet website (http://www.littelfuse.com) as soon as practicable after such material is electronically filed with, or furnished to, the Securities and Exchange Commission, as well as on the website maintained by the SEC. Except as otherwise provided herein, such information is not incorporated by reference into this annual report on Form 10-K.

BUSINESS ENVIRONMENT: CIRCUIT PROTECTION MARKET

ELECTRONIC PRODUCTS

Electronic circuit protection products are used to protect circuits in a multitude of electronic systems. The Company's product offering includes a complete line of overcurrent and overvoltage solutions including: (1) fuses and protectors, (2) positive temperature coefficient ("PTC") resettable fuses, (3) varistors, (4) polymer electrostatic discharge ("ESD") suppressors, (5) discrete transient voltage suppression ("TVS") diodes, TVS diode arrays and protection thyristors, (6) gas discharge tubes, (7) power switching components, and (8) fuseholders, blocks and related accessories.

Electronic fuses and protectors are devices that contain an element that melts in an overcurrent condition. Electronic miniature and subminiature fuses are designed to provide circuit protection in the limited space requirements of electronic equipment. The Company's fuses are used in a wide variety of electronic products, including wireless telephones, consumer electronics, computers, modems and telecommunications equipment. The Company markets these products under the following trademarked and brand names: PICO(R) II and NANO2 (R) SMF.

Resettables are PTC polymer devices that limit the current when an overcurrent condition exists and then reset themselves once the overcurrent condition has cleared. The Company's product line offers both radial leaded and surface mount products.

Varistors are ceramic-based high-energy absorption devices that provide transient overvoltage and surge suppression for automotive, telecommunication, consumer electronics and industrial applications. The Company's product line offers both radial leaded and multilayer surface mount products.

Polymer ESD suppressors are polymer-based devices that protect an electronic system from failure due to rapid transfer of electrostatic charge to the circuit. The Company's PulseGuard(R) line of ESD suppressors is used in PC and PC peripherals, digital consumer electronics and wireless applications.

Discrete diodes, diode arrays and protection thyristors are fast switching silicon semiconductor structures. Discrete diodes protect a wide variety of applications from overvoltage transients such as ESD, inductive load switching or lightning, while diode arrays are used primarily as ESD suppressors. Protection thyristors are commonly used to protect telecommunications circuits from overvoltage transients such as those resulting from lightning. Applications include telephones, modems, data transmission lines and alarm systems. The Company markets these products under the following trademarked brand names: TECCOR(R), SIDACtor(R) and Battrax(R).

Gas discharge tubes are very low capacitance devices designed to suppress any transient voltage event that is greater than the breakover voltage of the device. These devices are primarily used in telecom interface and conversion equipment applications as protection from overvoltage transients such as lightning.

Power switching components are used to regulate energy to various type loads most commonly found in industrial and home equipment. These components are easily activated from simple control circuits or interfaced to computers for more complex load control. Typical applications include heating, cooling, battery chargers and lighting.

In addition to the above products, the Company is also a supplier of fuse holders (including OMNI-BLOK(R)), fuse blocks and fuse clips primarily to customers that purchase circuit protection devices from the Company.

AUTOMOTIVE PRODUCTS

Fuses are extensively used in automobiles, trucks, buses and off-road equipment to protect electrical circuits and the wires that supply electrical power to operate lights, heating, air conditioning, radios, windows and other controls. Currently, a typical automobile contains 30 to 100 fuses, depending upon the options installed. The fuse content per vehicle is expected to continue to grow as more electronic features are included in automobiles. The Company also supplies fuses for the protection of electric and hybrid vehicles.

The Company is a primary supplier of automotive fuses to United States, Asian and European automotive original equipment manufacturers ("OEM"), automotive component parts manufacturers and automotive parts distributors. The Company also sells its fuses in the replacement parts market, with its products being sold through merchandisers, discount stores and service stations, as well as under private label by national firms. The Company invented and owns most of the U.S. patents related to the blade type fuse which is the standard and most commonly used fuse in the automotive industry. The Company's automotive fuse products are marketed under trademarked brand names including ATO(R), MINI(R), MAXI(TM), MIDI(R), MEGA(TM), MasterFuse(R), JCASE(R) and CablePro(TM).

A majority of the Company's automotive fuse sales are made to wire harness manufacturers that incorporate the fuses into their products. The remaining automotive fuse sales are made directly to automotive manufacturers, retailers who sell automotive parts and accessories and through distributors who in turn sell most of their products to wholesalers, service stations and non-automotive OEMs.

ELECTRICAL PRODUCTS

The Company entered the electrical market in 1983 and manufactures and sells a broad range of low-voltage and medium-voltage circuit protection products to electrical distributors and their customers in the construction, OEM and industrial maintenance and repair operations ("MRO") markets.

Power fuses are used to protect circuits in various types of industrial equipment and in industrial and commercial buildings. They are rated and listed under one of many Underwriters' Laboratories fuse classifications. Major applications for power fuses include protection from over-load and short-circuit currents in motor branch circuits, heating and cooling systems, control systems, lighting circuits and electrical distribution networks.

The Company's POWR-GARD(R) product line features the Indicator(TM) series power fuse used in both the OEM and MRO markets. The Indicator(TM) technology provides visual blown fuse indication at a glance, reducing maintenance and downtime on production equipment. The Indicator(TM) product offering is widely used in motor protection and industrial control panel applications.

PRODUCT DESIGN AND DEVELOPMENT

The Company employs scientific, engineering and other personnel to continually improve its existing product lines and to develop new products at its research and engineering facilities in Des Plaines, Illinois; Irving, Texas; Swindon, U.K.; Duensen, Germany; and Dundalk, Ireland. The Product Technology Department maintains a staff of engineers, chemists, material scientists and technicians whose primary responsibility is the design and development of new products.

Proposals for the development of new products are initiated primarily by sales and marketing personnel with input from customers. The entire product development process ranges from several months to 18 months based on the complexity of development, with continuous efforts to reduce the development cycle. During fiscal years 2007, 2006 and 2005, the Company expended $21.7 million, $18.7 million and $16.7 million, respectively, on research, product design and development.

PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

The Company generally relies on patent and trademark laws and license and nondisclosure agreements to protect intellectual property and proprietary products. In cases where it is deemed necessary by management, key employees are required to sign an agreement that they will maintain the confidentiality of the Company's proprietary information and trade secrets. This information, for business reasons, is not disclosed to the public.

As of December 29, 2007, the Company owned 173 patents in North America, 90 patents in the European Economic Community and 41 patents in other foreign countries. The Company has also registered trademark protection for certain of its brand names and logos. The 173 North American patents are in the following product categories: 133 electronics, 25 automotive, 15 electrical. Patents and licenses are amortized over a period of 4-50 years, with a weighted average life of 11.7 years. Distribution networks are amortized over a period of 4-20 years, with a weighted average life of 15.3 years. Trademarks and tradenames are amortized over a period of 5-20 years, with a weighted average life of 18.2 years. The Company recorded amortization expense of $3.3 million, $3.1 million, and $2.4 million in 2007, 2006, and 2005, respectively related to intangible assets.

New products are continually being developed to replace older products. The Company regularly applies for patent protection on such new products. Although in the aggregate the Company's patents are important in the operation of its businesses, the Company believes that the loss by expiration or otherwise of any one patent or group of patents would not materially affect its business.

License royalties amounted to $0.3 million, $0.4 million and $0.5 million for fiscal 2007, 2006 and 2005, respectively.

MANUFACTURING

The Company performs the majority of its own fabrication and stamps some of the metal components used in its fuses, holders and switches from raw metal stock and makes its own contacts and springs. In addition, the Company fabricates silicon wafers for certain applications and performs its own plating (silver, nickel, zinc, tin and oxides). All thermoplastic molded component requirements used for such products as the ATO(R), MINI(R) and MAXI(TM) fuse product lines are met through the Company's in-house molding capabilities.

After components are stamped, molded, plated and readied for assembly, final assembly is accomplished on fully automatic and semi-automatic assembly machines. Quality assurance and operations personnel, using techniques such as statistical process control, perform tests, checks and measurements during the production process to maintain the highest levels of product quality and customer satisfaction.

The principal raw materials for the Company's products include copper and copper alloys, heat resistant plastics, zinc, melamine, glass, silver, raw silicon, solder and various gases. The Company uses a sole source for several heat resistant plastics and zinc. A particular type of silicon used in many of the Company's semiconductor products is experiencing high levels of market demand currently. The Company believes that suitable alternative heat resistant plastics and zinc as well as raw silicon are available from other sources at prices that would not have a material adverse effect on the Company. All of the other raw materials are purchased from a number of readily available outside sources.

A computer-aided design and manufacturing system (CAD/CAM) expedites product development and machine design and our laboratories test new products, prototype concepts and production run samples. The Company participates in "just-in-time" delivery programs with many of its major suppliers and actively promotes the building of strong cooperative relationships with its suppliers by utilizing early supplier involvement techniques and engaging them in pre-engineering product and process development.

MARKETING

The Company's domestic sales and marketing staff of over 35 people maintain relationships with major OEMs and distributors. The Company's sales, marketing and engineering personnel interact directly with OEM engineers to ensure appropriate circuit protection and reliability within the parameters of the OEM's circuit design. Internationally, the Company maintains a sales and marketing staff of over 100 people with sales offices in The Netherlands, the U.K., Germany, Spain, Ireland, Italy, Singapore, Taiwan, Japan, Brazil, Hong Kong, Korea, China and India. The Company also markets its products indirectly through a worldwide organization of over 60 manufacturers' representatives and distributes through an extensive network of electronics, automotive and electrical distributors.

ELECTRONICS

The Company retains manufacturers' representatives to sell its electronic products and to call on major domestic and international OEMs and distributors. The Company distributes approximately one-fourth of its domestic products directly to OEMs, with the remainder sold through distributors nationwide.

In the Asia-Pacific region, the Company maintains a direct sales staff and utilizes manufacturers' representatives and distributors in Japan, Singapore, Korea, Taiwan, China, Malaysia, Thailand, Hong Kong, India, Indonesia, Philippines, New Zealand and Australia. In Europe, the Company maintains a direct sales force and utilizes manufacturers' representatives and distributors to support a wide array of customers.

AUTOMOTIVE

The Company maintains a direct sales force to service all the major automotive OEMs and system suppliers. Approximately 22 manufacturers' representatives sell the Company's products to aftermarket fuse retailers such as AutoZone and Pep Boys. In Europe, the Company uses both a direct sales force and manufacturers' representatives to distribute its products to OEMs, major system suppliers and aftermarket distributors. In the Asia-Pacific region, the Company uses both a direct sales force and distributors to supply to major OEMs and system suppliers.

ELECTRICAL

The Company markets and sells its power fuses through manufacturers' representatives across North America. These representatives sell power fuse products through an electrical distribution network comprised of approximately 3,000 distributor buying locations. These distributors have customers that include electrical contractors, municipalities, utilities and factories (including both MRO and OEM).

The Company's field sales force (including regional sales managers and application engineers) and manufacturers' representatives call on both distributors and end-users (consulting engineers, municipalities, utilities and OEMs) in an effort to educate these customers on the capabilities and characteristics of the Company's products.

BUSINESS SEGMENT INFORMATION

The Company has three operating business unit segments: Electronics, Automotive and Electrical. For information with respect to the Company's operations in its three reportable business unit segments for the fiscal year ended December 29, 2007, see Business Unit Segment Information included as part of "Item 8. Financial Statements and Supplementary Data," which is incorporated herein by reference.

CUSTOMERS

The Company sells to over 10,000 customers worldwide. Sales to Arrow Pemco Group were less than 10% for 2007 and 2005, respectively, but 10.6% for 2006. No other single customer accounted for more than 10% of net sales during the last three years. During the 2007, 2006 and 2005, net sales to customers outside the United States (exports and foreign operations) accounted for approximately 61.9%, 61.1% and 59.8%, respectively, of the Company's total net sales.

COMPETITION

The Company's products compete with similar products of other manufacturers, some of which have substantially greater financial resources than the Company. In the electronics market, the Company's competitors include AVX, Bel Fuse, Bourns, Cooper Industries, EPCOS, On Semiconductor, STMicroelectronics and Tyco Electronics. In the automotive market, the Company's competitors include Cooper Industries, Pacific Engineering (a private company in Japan) and MTA (a private company in Italy). In the electrical market, the Company's major competitors include Cooper Industries and Ferraz Shawmut. The Company believes that it competes on the basis of innovative products, the breadth of its product line, the quality and design of its products and the responsiveness of its customer service in addition to price.

BACKLOG

The backlog of unfilled orders at December 29, 2007, was approximately $77.2 million, compared to $85.2 million at December 30, 2006. Substantially all of the orders currently in backlog are scheduled for delivery in 2008.

EMPLOYEES

As of December 29, 2007, the Company employed approximately 6,200 employees. Approximately 31 employees in the U.S., 1,070 employees in Mexico, 68 employees in Ireland and 114 employees in Germany are covered by collective bargaining agreements. The U.S. agreement expires on March 31, 2008, the Mexico agreements expire February 28, 2010 for 718 employees and January 31, 2010 for 352 employees for Matamoros and Piedras Negras, respectively, the Ireland agreement expires March 31, 2009, and the Germany agreement expires October 31, 2008 for 28 employees and December 31, 2008 for 86 employees. Overall, the Company has historically maintained satisfactory employee relations and many of its employees have long experience with the Company.

ENVIRONMENTAL REGULATION

The Company is subject to numerous federal, state and local regulations relating to air and water quality, the disposal of hazardous waste materials, safety and health. Compliance with applicable environmental regulations has not significantly changed the Company's competitive position, capital spending or earnings in the past and the Company does not presently anticipate that compliance with such regulations will change its competitive position, capital spending or earnings for the foreseeable future.

The Company employs an environmental engineer to monitor regulatory matters and believes that it is currently in compliance in all material respects with applicable environmental laws and regulations, except with respect to its facilities located in Ireland and Irving, Texas. The Ireland facility was acquired in October 1999 in connection with the acquisition of the Harris suppression products division. Certain containment actions have been ongoing and full disclosure with appropriate agencies in Ireland has been initiated. The Company received an indemnity from Harris Corporation with respect to these matters. The Irving, Texas facility lease was assumed in July 2003 in connection with the acquisition of Teccor Electronics, Inc. The Company is taking the appropriate measures to bring this facility into compliance with Texas environmental laws, and the Company also received an indemnity from Invensys plc with respect to this matter.

Heinrich Industries, AG ("Heinrich"), which was acquired by the Company in May 2004, is responsible for maintaining coal mine shaft entrances. The Company is compliant with German regulations pertaining to the maintenance of the mines and has an accrual related to these coal mine shafts based on an engineering study estimating the cost of remediating the dangers (such as a shaft collapse) of abandoned coal mine shafts in Germany. The reserve is calculated based upon the cost of remediating the shafts that the study deems most risky.

ITEM 1A. RISK FACTORS

Our business, financial condition and results of operations are subject to various risks and uncertainties, including the risk factors we have identified below. These factors are not necessarily listed in order of importance. We may amend or supplement the risk factors from time to time by other reports that we file with the SEC in the future.

Our Industry is Subject to Intense Competitive Pressures

We operate in markets that are highly competitive. We compete on the basis of price, quality, service and/or brand name across the industries and markets we serve. Competitive pressures could affect prices we charge our customers or demand for our products.

We may not always be able to compete on price, particularly when compared to manufacturers with lower cost structures, especially those with more significant offshore facilities located where labor and other costs are lower than ours. Some of our competitors have substantially greater sales, financial and manufacturing resources and may have greater access to capital than Littelfuse. As other companies enter our markets or develop new products, competition may intensify further. Our failure to compete effectively could materially adversely affect our business, financial condition and results of operations.

We May be Unable to Manufacture and Deliver Products in a Manner that is Responsive to Our Customers' Needs

The end markets for our products are characterized by technological change, frequent new product introductions and enhancements, changes in customer requirements and emerging industry standards. The introduction of products embodying new technologies and the emergence of new industry standards could render our existing products obsolete and unmarketable before we can recover any or all of our research, development and commercialization expenses on capital investments. Furthermore, the life cycles of our products may change and are difficult to estimate.

Our future success will depend upon our ability to manufacture and deliver products in a manner that is responsive to our customers' needs. We will need to develop and introduce new products and product enhancements on a timely basis that keep pace with technological developments and emerging industry standards and address increasingly sophisticated requirements of our customers. We invest heavily in research and development without knowing that we will recover these costs. Our competitors may develop products or technologies that will render our products non-competitive or obsolete. If we cannot develop and market new products or product enhancements in a timely and cost-effective manner, our business, financial condition and results of operations could be materially adversely affected.

Our Business May be Interrupted by Labor Disputes or Other Interruptions of Supplies

A work stoppage could occur at certain of our facilities, most likely as a result of disputes under existing collective bargaining agreements with labor unions, or in connection with negotiations of new collective bargaining agreements. In addition, we may experience a shortage of supplies for various reasons, such as financial distress, work stoppages, natural disasters or production difficulties that may affect one of our suppliers. A significant work stoppage, or an interruption or shortage of supplies for any reason, if protracted, could substantially adversely affect our business, financial condition and results of operations.

Our Revenues May Vary Significantly from Period to Period

Our revenues may vary significantly from one accounting period to another due to a variety of factors including:

- changes in our customers' buying decisions;
- changes in demand for our products;
- our product mix;
- our effectiveness in managing manufacturing processes;
- costs and timing of our component purchases;
- the effectiveness of our inventory control;
- the degree to which we are able to utilize our available manufacturing capacity;
- our ability to meet delivery schedules;
- general economic and industry conditions; and
- local conditions and events that may affect our production volumes, such as labor conditions and political instability.

Our Ability to Manage Currency or Commodity Price Fluctuations or Shortages is Limited

As a resource-intensive manufacturing operation, we are exposed to a variety of market and asset risks, including the effects of changes in foreign currency exchange rates, commodity prices and interest rates. We have multiple sources of supply for the majority of our commodity requirements. However, significant shortages that disrupt the supply of raw materials or price increases could affect prices we charge our customers, our product costs, and the competitive position of our products and services. We monitor and manage these exposures as an integral part of our overall risk management program, which recognizes the unpredictability of markets and seeks to reduce the potentially adverse effects on our results. Nevertheless, changes in currency exchange rates, commodity prices and interest rates cannot always be predicted. In addition, because of intense price competition and our high level of fixed costs, we may not be able to address such changes even if they are foreseeable. Substantial changes in these rates and prices could have a substantial adverse effect on our results of operations and financial condition. For additional discussion of interest rate, currency or commodity price risk, see "Item 7A. Quantitative and Qualitative Disclosures about Market Risks."

The Bankruptcy or Insolvency of a Major Customer Could Adversely Affect Us

Certain of our major customers, such as those in the automotive industry, are suffering financial hardships. The bankruptcy or insolvency of a major customer could result in lower sales revenue and cause a material adverse effect on our business, financial condition and results of operations. In addition, the bankruptcy or insolvency of a major U.S. auto manufacturer likely could lead to substantial disruptions in the automotive supply base resulting in lower demand for our products, which likely would cause a decrease in sales revenue and have a substantial adverse impact on our business, financial condition and results of operations.

We Have Closed, Combined, Sold or Disposed of Certain Subsidiaries, Divisions or Assets, Which in the Past Has Reduced Our Sales Volume and Resulted in Restructuring Costs

We are a company that, from time to time, seeks to optimize its manufacturing capabilities and efficiencies through restructurings, consolidations, plant closings or asset sales. We may make further specific determinations to consolidate, close or sell additional facilities. Possible adverse consequences related to such actions may include various charges for such items as idle capacity, disposition costs, severance costs, impairments of goodwill and possibly an immediate loss of revenues, and other items in addition to normal or attendant risks and uncertainties. We may be unsuccessful in any of our current or future efforts to restructure or consolidate our business. Our plans to minimize or eliminate any loss of revenues during restructuring or consolidation may not be achieved. These activities may have a material adverse effect upon our business, financial condition or results of operations.

Operations and Supply Sources Located Outside the United States, Particularly in Emerging Markets, Are Subject to Increased Risks

Our operating activities outside the United States contribute significantly to our revenues and earnings. Serving a global customer base and remaining competitive in the global market place has required and may continue to require that we place more production in countries other than the United States, including emerging markets, to capitalize on market opportunities and maintain a cost-efficient structure. In addition, we source a significant amount of raw materials and other components from third-party suppliers or joint-venture operations in low-cost countries. Our international operating activities are subject to a number of risks generally associated with international operations, including risks relating to the following:

- general economic conditions;
- currency fluctuations and exchange restrictions;
- import and export duties and restrictions;
- the imposition of tariffs and other import or export barriers;
- compliance with regulations governing import and export activities;
- current and changing regulatory requirements;
- political and economic instability;
- potentially adverse income tax consequences;
- transportation delays and interruptions;
- labor unrest;
- natural disasters;
- terrorist activities;
- public health concerns;
- difficulties in staffing and managing multi-national operations; and
- limitations on our ability to enforce legal rights and remedies.

Any of these factors could have a material adverse effect on our business, financial condition and results of operations.

We Engage in Acquisitions and May Encounter Difficulties in Integrating These Businesses

We are a company that, from time to time, seeks to grow through strategic acquisitions. We have in the past acquired a number of businesses or companies and additional product lines and assets. We intend to continue to expand and diversify our operations with additional acquisitions. The success of these transactions depends on our ability to integrate the assets and personnel acquired in these acquisitions. We may encounter difficulties in integrating acquisitions with our operations and may not realize the degree or timing of the benefits that we anticipated from an acquisition.

Environmental Liabilities Could Adversely Impact Our Financial Position

Federal, state and local laws and regulations impose various restrictions and controls on the discharge of materials, chemicals and gases used in our manufacturing processes or in our finished goods. These environmental regulations have required us to expend a portion of our resources and capital on relevant compliance programs. Under these laws and regulations, we could be held financially responsible for remedial measures if our current or former properties are contaminated or if we send waste to a landfill or recycling facility that becomes contaminated, even if we did not cause the contamination. We may be subject to additional common law claims if we release substances that damage or harm third parties. In addition, future changes in environmental laws or regulations may require additional investments in capital equipment or the implementation of additional compliance programs in the future. Any failure to comply with new or existing environmental laws or regulations could subject us to significant liabilities and could have material adverse effects on our business, financial condition or results of operations.

In the conduct of our manufacturing operations, we have handled and do handle materials that are considered hazardous, toxic or volatile under federal, state and local laws. The risk of accidental release of such materials cannot be completely eliminated. In addition, we operate or own facilities located on or near real property that was formerly owned and operated by others. Certain of these properties were used in ways that involved hazardous materials. Contaminants may migrate from or within or through these properties. These releases or migrations may give rise to claims. Where third parties are responsible for contamination, the third parties may not have funds, or not make funds available when needed, to pay remediation costs imposed upon us under environmental laws and regulations.

We Derive a Substantial Portion of Our Revenues from Customers in the Automotive, Computer and Communications Industries, and We are Susceptible to Trends and Factors Affecting Those Industries as Well as the Success of Our Customers' Products

Net sales to the automotive, consumer electronics and communications industries represent a substantial portion of our revenues. Factors negatively affecting these industries and the demand for products also negatively affect our business, financial condition or results of operations. Any adverse occurrence, including industry slowdown, recession, political instability, costly or constraining regulations, armed hostilities, terrorism, excessive inflation, prolonged disruptions in one or more of our customers' production schedules or labor disturbances, that results in significant decline in the volume of sales in these industries, or in an overall downturn in the business and operations of our customers in these industries, could materially adversely affect our business, financial condition or results of operations. For example, the automotive industry is highly cyclical in nature and sensitive to changes in general economic conditions, consumer preferences and interest rates. In addition, the global automotive industry has overall manufacturing capacity far exceeding demand. To the extent that demand for certain of our customers' products decline, the demand for our products may decline. Reduced demand relating to general economic conditions, consumer preferences, interest rates or industry over capacity may have a material adverse effect upon our business, financial condition or results of operations.

Inability to Maintain Access to Capital Markets May Adversely Affect Our Business and Financial Results

Our ability to invest in our businesses, make strategic acquisitions and refinance maturing debt obligations may require access to the capital markets and sufficient bank credit lines to support short-term borrowings. If we are unable to access the capital markets or bank credit facilities, we could experience a material adverse affect on our business, financial condition and results of operations.

Fixed Costs May Reduce Operating Results if Our Sales Fall Below Expectations

Our expense levels are based, in part, on our expectations for future sales. Many of our expenses, particularly those relating to capital equipment and manufacturing overhead, are relatively fixed. We might be unable to reduce spending quickly enough to compensate for reductions in sales. Accordingly, shortfalls in sales could materially and adversely affect our operating results.

The Volatility of Our Stock Price Could Affect the Value of an Investment in Our Stock and Our Future Financial Position

The market price of our stock has fluctuated widely. Between December 31, 2006 and December 29, 2007, the closing sale price of our common stock ranged between a low of $30.16 and a high of $44.99, experiencing greater volatility over that time than the broader markets. The volatility of our stock price may be related to any number of factors, such as general economic conditions, industry conditions, analysts' expectations concerning our results of operations, or the volatility of our revenues as discussed above under "Our Revenues May Vary Significantly from Period to Period." The historic market price of our common stock may not be indicative of future market prices. We may not be able to sustain or increase the value of our common stock. Declines in the market price of our stock could adversely affect our ability to retain personnel with stock incentives, to acquire businesses or assets in exchange for stock and/or to conduct future financing activities with or involving our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

LITTELFUSE FACILITIES

The Company's operations are located in 36 owned or leased facilities worldwide, representing an aggregate of 2,282,760 square feet. The U.S. headquarters and largest manufacturing facility are located in Des Plaines, Illinois, supported by the Company's North American distribution center in nearby Elk Grove Village, Illinois. The Company has additional North American manufacturing facilities in Irving, Texas and two plants in Mexico. The European headquarters and primary European distribution center is in the Netherlands, with manufacturing plants in Ireland and Germany. Asia-Pacific operations include sales and distribution centers located in Singapore, Taiwan, Japan, China and Korea, with manufacturing plants in China, Taiwan and the Philippines. The Company does not believe that it will encounter any difficulty in renewing its existing leases upon the expiration of their current terms. Management believes that the Company's facilities are adequate to meet its requirements for the foreseeable future.

The following table provides certain information concerning the Company's facilities:

LOCATION	USE	SIZE (SQ.FT.)	LEASE/OWN	LEASE EXPIRATION DATE	PRIMARY PRODUCT
Des Plaines, Illinois	Administrative, Engineering, Manufacturing, Testing and Research	340,000	Owned	--	Auto, Electronics and Electrical
Elk Grove Village, Illinois	Warehousing	50,000	Leased	2008	Auto, Electronics and Electrical
Campbell, California	Engineering	1,710	Leased	2011	Electronics
Irving, Texas	Engineering, Manufacturing, Testing and Research	101,000	Leased	2010	Electronics
Brownsville, Texas	Distribution	15,750	Leased	2009	Electronics
Birmingham, Michigan	Sales	2,076	Leased	2011	Auto
Matamoros, Mexico	Manufacturing	77,500	Leased	2008	Electronics
Matamoros, Mexico	Administrative and Manufacturing	14,000	Leased	2008	Electronics
Arcola, Illinois	Manufacturing	45,000	Owned	--	Electrical
Piedras Negras, Mexico	Administrative and Manufacturing	99,822	Leased	2015	Auto
Piedras Negras, Mexico	Manufacturing	67,225	Leased	2009	Electrical
Piedras Negras, Mexico	Manufacturing	164,785	Leased	2009	Auto
Swindon, U.K.	Administrative, Marketing and Sales	6,500	Leased	2012	Electronics
Utrecht, the Netherlands	Sales, Administrative and Distribution	34,642	Owned	--	Auto and Electronics
Essen, Germany	Administrative	8,009	Leased	2011	Electronics and Auto
Eltville, Germany	Leased to third party	88,943	Owned	--	--
Essen, Germany	Leased to third party	37,670	Owned	--	--
Essen/Dortmund, Germany	Land leased to third party	--	Owned	--	--
Duensen, Germany	Manufacturing and Sales	43,971	Owned	--	Auto
Singapore	Sales and Distribution	8,663	Leased	2008	Electronics
Taipei, Taiwan	Sales	4,000	Leased	2008	Electronics
Seoul, Korea	Sales	4,589	Leased	2008	Electronics and Auto
Lipa City, Philippines	Manufacturing	116,046	Owned	--	Electronics
Lipa City, Philippines	Manufacturing	22,733	Leased	2008	Electronics
Dongguan, China	Administrative and Manufacturing	53,860	Leased	2009	Electronics
Dongguan, China	Manufacturing	104,716	Leased	2008	Electronics
Dongguan, China	Manufacturing	261,974	Leased	2012	Electronics
Suzhou, China	Manufacturing	80,732	Owned	--	Electronics
Suzhou, China	Manufacturing	12,390	Leased	2008	Electronics
Yang-Mei, Taiwan	Manufactuing, Sales, Distribution and Administrative	40,080	Owned	--	Electronics
Yung-Ping, Taiwan	Manufactuing, Sales, Distribution and Administrative	20,860	Leased	2011	Electronics
Wuxi, China	Manufacturing	220,068	Owned	--	Electronics
Hong Kong	Sales	6,403	Leased	2009	Electronics

Yokohama, Japan	Sales	6,243	Leased	2009	Electronics
Sao Paulo, Brazil	Sales	800	Leased	2009	Electronics and Auto
Dundalk, Ireland	Manufacturing	120,000	Owned	--	Electronics and Auto

Properties with lease expirations in 2008 renew at various times throughout the year. The Company does not anticipate any material impact as a result of such expirations.

ITEM 3. LEGAL PROCEEDINGS

The Company is not a party to any legal proceedings that it believes will have a material adverse effect upon the conduct of its business or its financial position.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There were no matters submitted to the Company's stockholders during the fourth quarter of fiscal 2007.

EXECUTIVE OFFICERS OF THE REGISTRANT

The executive officers of the Company are as follows:

NAME	AGE	POSITION
Gordon Hunter	56	Chairman of the Board of Directors, President and Chief Executive Officer
Philip G. Franklin	56	Vice President, Operations Support and Chief Financial Officer
Dal Ferbert	53	Vice President and General Manager of the Electrical Business Unit
David W. Heinzmann	44	Vice President of Global Operations
David R. Samyn	47	Vice President and General Manager of the Electronics Business Unit
Ryan Stafford	40	General Counsel and Vice President, Human Resources
Mary S. Muchoney	62	Corporate Secretary

Officers of Littelfuse are elected by the Board of Directors and serve at the discretion of the Board.

Gordon Hunter was elected as the Chairman of the Board of Directors of the Company and President and Chief Executive Officer effective January 1, 2005. Mr. Hunter served as Chief Operating Officer of the Company from November 2003 to January 2005. Mr. Hunter has been a member of the Board of Directors of the Company since June 2002, where he has served as Chairman of the Technology Committee. Prior to joining Littelfuse, Mr. Hunter was employed with Intel Corporation, where he was Vice President, Intel Communications Group, and General Manager, Optical Products Group, responsible for managing the access and optical communications business segments, from 2002 to 2003. Mr. Hunter was CEO for Calmar Optcom during 2001. From 1997 to 2002, he also served as a Vice President for Raychem Corporation. His experience includes 20 years with Raychem Corporation in the United States and Europe, with responsibilities in sales, marketing, engineering and general management.

Philip G. Franklin, Vice President, Operations Support and Chief Financial Officer, joined the Company in 1998 and is responsible for finance and accounting, investor relations, mergers and acquisitions, information systems and purchasing. Prior to Littelfuse, Mr. Franklin was Vice President and Chief Financial Officer for OmniQuip International, a private equity sponsored roll-up in the construction equipment industry, which he helped take public. Before that, Mr. Franklin served as Chief Financial Officer for both Monarch Marketing Systems, a subsidiary of Pitney Bowes, and Hill Refrigeration, a company controlled by Sam Zell. Earlier in his career, he worked in a variety of finance and general management positions at FMC Corporation.

Dal Ferbert, Vice President and General Manager, Electrical Business Unit, is responsible for the management of daily operations, sales, marketing and strategic planning efforts of the Electrical Business Unit (POWR-GARD Products). Mr. Ferbert joined the Company in 1976 as a member of the electronic distributor sales team. From 1980 to 1989 he served in the Materials Management Department as a buyer and then Purchasing Manager. In 1990, he was promoted to National Sales Manager of the Electrical Business Unit and then promoted to his current position in 2004.

David W. Heinzmann, Vice President, Global Operations, is responsible for Littelfuse's manufacturing and supply chain groups for all three of the Company's business units. Mr. Heinzmann began his career at the Company in 1985 and possesses a broad range of experience within the organization. He has held positions as a Manufacturing Manager, Quality Manager, Plant Manager and Product Development Manager. Mr. Heinzmann also served as Director of Global Operations of the Electronics Business Unit from early 2000 through 2003. He served as Vice President and General Manager, Automotive Business Unit, from 2004 through August 2007 and then was promoted to his current position.

David Samyn, Vice President and General Manager, Electronics Business Unit, is responsible for marketing, sales, product development and manufacturing for all electronics customers and products. Mr. Samyn joined the Company's management team in January 2003 as General Manager of the Electronics Business Unit. Prior to joining the Company, Mr. Samyn served as Vice President - Global Sales with Airfiber, Inc., an optical wireless telecom company in San Diego, CA from 2001 to 2003. Before that, Mr. Samyn spent five years with ADC Telecommunications where he had global sales and marketing responsibilities.

Ryan K. Stafford, General Counsel and Vice President, Human Resources., is responsible for recruiting, developing and retaining the global workforce and providing legal expertise. Mr. Stafford joined the Company's management team in January 2007. Prior to joining the Company, Mr. Stafford served as Vice President of China Operations for Tyco Engineered Products & Services from 2005 to 2006 and Vice President and General Counsel of it from 2001 to 2005. He served as Associate General Counsel for Grinnell Corporation from 1998 to 2001. Prior to that he was with the law firm Sulloway & Hollis P.L.L.C.

Mary S. Muchoney has served as Corporate Secretary since 1991, after joining Littelfuse in 1977. She is responsible for providing all secretarial and administrative functions for the President and Littelfuse Board of Directors. Ms. Muchoney is a member of the Society of Corporate Secretaries & Governance Professionals, as well as honorary member of the Society's Silver Quill Society.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Shares of the Company's Common Stock are traded under the symbol "LFUS" on the Nasdaq Global Select Market. As of February 22, 2008, there were 155 holders of record of the Company's Common Stock.

The Company has not paid any cash dividends in its history. Future dividend policy will be determined by the Board of Directors based upon its evaluation of earnings, cash availability and general business prospects. Currently, there are restrictions on the payment of dividends contained in the Company's credit agreements which relate to the maintenance of a minimum net worth and certain financial ratios.

The table below provides information with respect to purchases by the Company of shares of its common stock during the fourth quarter of fiscal 2007:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
Sep. 30, 2007 to Oct. 29, 2007	--	--	--	--
Oct. 30, 2007 to Nov. 29, 2007	500,000	$32.87	500,000	500,000
Nov. 30, 2007 to Dec. 29, 2007	--	--	--	--
Total	500,000	$32.87	500,000	500,000

The Company's Board of Directors authorized the repurchase of up to 1,000,000 shares under a program for the period May 1, 2007 to April 30, 2008.

The table below provides information with respect to the Company's quarterly stock prices during fiscal 2007 and 2006:

	2007				2006			
	4Q	3Q	2Q	1Q	4Q	3Q	2Q	1Q
High	$37.28	$37.65	$44.99	$41.45	$36.66	$38.00	$37.42	$36.65
Low	30.48	31.00	33.69	30.16	28.14	26.95	30.60	26.42
Close	33.19	35.69	33.77	40.60	31.88	34.70	34.38	34.13

ITEM 6. SELECTED FINANCIAL DATA

The table below provides selected financial data of the Company during the past five fiscal years (in thousands, except per share data):

	2007*	2006*	2005*	2004*	2003**
Net sales	$ 536,144	$ 534,859	$ 467,089	$ 476,833	$ 339,410
Gross profit	171,537	161,263	144,552	173,797	104,426
Operating income	51,309	28,858	26,966	57,003	26,081
Income from continuing operations	36,835	23,236	16,582	36,361	15,339
Net income	36,835	23,824	17,710	36,028	15,339
Per share of common stock:					
Income from continuing operations					
- Basic	1.66	1.04	0.74	1.64	0.70
- Diluted	1.64	1.03	0.73	1.61	0.70
Cash and cash equivalents	64,943	56,704	21,947	28,583	22,128
Total assets	491,365	464,966	403,931	425,769	311,570
Long-term debt	1,223	1,785	--	1,364	10,201

* Results include Heinrich acquisition. Results also reflect Efen as a discontinued operation. Refer to the Consolidated Financial Statements and notes thereto of the Company, set forth on pages 12 though 31 of the Annual Report to Stockholders incorporated herein by reference, for more information.

** Results include Teccor acquisition. Refer to the Consolidated Financial Statements and notes thereto of the Company, set forth on pages 12 though 31 of the Annual Report to Stockholders incorporated herein by reference, for more information.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information set forth under "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 1 through 9 of the Annual Report to Stockholders is incorporated herein by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

The information set forth under "Market Risk" on page 8 of the Annual Report to Stockholders is incorporated herein by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Report of Independent Registered Public Accounting Firm and the Consolidated Financial Statements and notes thereto of the Company set forth on pages 10 through 31 of the Annual Report to Stockholders are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Section 404 of the Sarbanes-Oxley Act of 2002 requires management to include in this Annual Report on Form 10-K a report on management's assessment of the effectiveness of the Company's internal control over financial reporting, as well as an attestation report from the Company's independent registered accounting firm on the effectiveness of the Company's internal control over financial reporting. Management's annual report on internal control over financial reporting is set forth under "Management's Report on Internal Control over Financial Reporting" on page 9 of the Annual Report to Stockholders and is incorporated herein by reference. The attestation report of our independent registered accounting firm is set forth on page 10 of the Annual Report to Stockholders and is incorporated herein by reference.

DISCLOSURE CONTROLS AND PROCEDURES

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to the Company's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

As of December 29, 2007, the Chief Executive Officer and Chief Financial Officer of the Company evaluated the effectiveness of the disclosure controls and procedures of the Company and concluded that these disclosure controls and procedures were effective.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There was no change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information set forth under "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement is incorporated herein by reference. Please also refer to the information set forth under "Executive Officers of the Registrant" in Part I of this Report. The Company maintains a code of ethics for its chief executive officer and senior financial officers and a code of conduct for all of its directors, officers and associates, which are available for public viewing on the Company's web site at www.littelfuse.com under the heading "Investors - Corporate Governance." There have been no material changes to the procedures by which security holders may recommend nominees to the Company's Board of Directors in 2007.

ITEM 11. EXECUTIVE COMPENSATION

The information set forth under "Election of Directors - Compensation Committee Interlocks and Insider Participation" and "Executive Compensation" in the Proxy Statement is incorporated herein by reference, except the section captioned "Compensation Committee Report" is hereby "furnished" and not "filed" with this annual report on Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information set forth under "Ownership of Littelfuse, Inc. Common Stock" and "Compensation Plan Information" in the Proxy Statement is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information set forth under "Certain Relationships and Related Transactions," "Election of Directors - Information Concerning Board of Directors and its Committees - Policy and Procedures with Respect to Related Person Transactions" and "Election of Directors" in the Proxy Statement is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information set forth under "Audit and Non-Audit Fees" in the Proxy Statement is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) Financial Statements and Schedules

(1) Financial Statements. The following financial statements included in the Annual Report to Stockholders are incorporated herein by reference.

(i) Report of Independent Registered Public Accounting Firm (page 9).

(ii) Consolidated Balance Sheets as of December 29, 2007 and December 30, 2006 (page 12).

(iii) Consolidated Statements of Income for the years ended December 29, 2007, December 30, 2006, and December 31, 2005 (page 13).

(iv) Consolidated Statements of Cash Flows for the years ended December 29, 2007, December 30, 2006, and December 31, 2005 (page 14).

(v) Consolidated Statements of Shareholders' Equity for the years ended December 29, 2007, December 30, 2006, and December 31, 2005 (page 15).

(vi) Notes to Consolidated Financial Statements (pages 16-31).

(2) Financial Statement Schedules. The following financial statement schedule is submitted herewith for the periods indicated therein.

(i) Schedule II-Valuation and Qualifying Accounts and Reserves

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and, therefore, have been omitted.

(3) Exhibits

See Exhibit Index on pages 21-22.

(b) Exhibits

See Exhibit Index on pages 21-22.

(c) Financial Statement Schedules

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and, therefore, have been omitted.

LITTELFUSE, INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS AND RESERVES
(IN THOUSANDS)

DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS CHARGED TO COSTS AND EXPENSES	DEDUCTIONS	BALANCE AT END OF YEAR
Year ended December 29, 2007				
Allowance for losses on accounts receivable	$ 983	$ 31	$ 276	$ 738
Reserves for sales discounts and allowances	$ 16,520	$ 45,970	$ 50,231	$ 12,259
Year ended December 30, 2006				
Allowance for losses on accounts receivable	$ 2,165	$ 127	$ 1,309	$ 983
Reserves for sales discounts and allowances	$ 9,738	$ 23,819	$ 17,037	$ 16,520
Year ended December 31, 2005				
Allowance for losses on accounts receivable	$ 1,481	$ 1,206	$ 522	$ 2,165
Reserves for sales discounts and allowances	$ 8,538	$ 17,536	$ 16,336	$ 9,738

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Littelfuse, Inc.

By /s/ Gordon Hunter

Gordon Hunter,
Chairman of the Board of Directors,
President and Chief Executive Officer

Date: February 26, 2008

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

/s/ Gordon Hunter Gordon Hunter	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)
/s/ Tzau-Jin Chung Tzau-Jin Chung	Director
/s/ John P. Driscoll John P. Driscoll	Director
/s/ Anthony Grillo Anthony Grillo	Director
/s/ John E. Major John E. Major	Director
/s/ William P. Noglows William P. Noglows	Director
/s/ Ronald L. Schubel Ronald L. Schubel	Director
/s/ Philip G. Franklin Philip G. Franklin	Vice President, Operations Support and Chief Financial Officer (Principal Financial and Principal Accounting Officer)

LITTELFUSE, INC.
INDEX TO EXHIBITS

NUMBER	DESCRIPTION OF EXHIBIT
3(I)	Certificate of Incorporation, as amended to date (filed as exhibit 3(I) to the Company's Form 10-K for the fiscal year ended January 3, 1998 (1934 Act File No. 0-20388) and incorporated herein by reference).
3(I)A	Certificate of Designations of Series A Preferred Stock (filed as exhibit 4.2 to the Company's Current Report on Form 8-K dated December 1, 1995 (1934 Act File No. 0-20388) and incorporated herein by reference).
3(II)	Bylaws, as amended to date (filed as exhibit 3.1 to the Company's Current Report on Form 8-K dated October 26, 2007 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.1*	Amended and Restated Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and Gordon Hunter.
10.2	1993 Stock Plan for Employees and Directors of Littelfuse, Inc., as amended (filed as exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended July 2, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.3*	Amended and Restated Littelfuse, Inc. Supplemental Executive Retirement Plan.
10.4*	Amended and Restated Littelfuse Deferred Compensation Plan for Non-employee Directors.
10.5*	Amended and Restated Change of Control Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and Gordon Hunter.
10.6*	Amended and Restated Change of Control Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and Philip G. Franklin.
10.7*	Amended and Restated Change of Control Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and David R. Samyn.
10.8*	Amended and Restated Change of Control Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and David W. Heinzmann.
10.9*	Amended and Restated Change of Control Employment Agreement dated as of December 31, 2007, between Littelfuse, Inc. and Hugh Dalsen Ferbert.
10.10	Stock Plan for New Directors of Littelfuse, Inc. (filed as exhibit 10.2 to the Company's Form 10-Q for the quarterly period ended July 2, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.11	Bank credit agreement among Littelfuse, Inc., as borrower, the lenders named therein and the Bank of America N.A., as agent, dated as of July 21, 2006 (filed as exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended September 30, 2006 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.12	Stock Plan for Employees and Directors of Littelfuse, Inc., as amended (filed as exhibit 10.3 to the Company's Form 10-Q for the quarterly period ended July 2, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.13*	Amended and Restated Littelfuse, Inc. Retirement Plan.
10.14	Littelfuse, Inc. 401(k) Savings Plan (filed as exhibit 4.8 to the Company's Form 10-K for the fiscal year ended December 31, 1992 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.15	Form of Non-Qualified Stock Option Agreement under the 1993 Stock Plan for Employees and Directors of Littelfuse, Inc. for employees of the Company (filed as exhibit 99.1 to the Company's Current Report on Form 8-K dated November 8, 2004 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.16	Form of Performance Shares Agreement under the 1993 Stock Plan for Employees and Directors of Littelfuse, Inc. (filed as exhibit 10.23 to the Company's Form 10-K for the annual period ended January 1, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.17	Form of Non-Qualified Stock Option Agreement under the 1993 Stock Plan for Employees and Directors of Littelfuse, Inc. for non-employee directors of the Company (filed as exhibit 10.24 to the Company's Form 10-K for the annual period ended January 1, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.18*	Summary of Director Compensation.
10.19	Amendment to Non-Qualified Stock Option Agreement and Agreement for Deferred Compensation between Littelfuse, Inc. and Gordon Hunter (filed as exhibit 10.27 to the Company's Form 10-K for the fiscal year ended December 31, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).

NUMBER	DESCRIPTION OF EXHIBIT
10.20	Littelfuse, Inc. Equity Incentive Compensation Plan (filed as exhibit A to Company Proxy Statement for Annual Meeting of Stockholders held on May 5, 2006 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.21	Littelfuse, Inc. Outside Directors' Stock Option Plan (filed as exhibit B to Company Proxy Statement for Annual Meeting of Stockholders held on May 5, 2006 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.22	Form of Non-Qualified Stock Option Agreement under the Littelfuse, Inc. Outside Directors Stock Option Plan (filed as exhibit 99.6 to the Company's Current Report on Form 8-K dated May 5, 2006 (1934 Act File No 0-20388) and incorporated herein by reference).
10.23	Form of Performance Shares Agreement under the Littelfuse, Inc. Equity Incentive Compensation Plan (filed as exhibit 99.5 to the Company's Current Report on Form 8-K dated May 5, 2006 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.24	Form of Non-Qualified Stock Option Agreement under the Littelfuse, Inc. Equity Incentive Compensation Plan (filed as exhibit 99.4 to the Company's Current Report on Form 8-K dated May 5, 2006 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.25	Littelfuse, Inc. Outside Directors' Equity Plan (filed as exhibit A to Company's Proxy Statement for Annual Meeting of Stockholders held on April 27, 2007, dated March 22, 2007, (1934 Act File No. 0-20388) and incorporated herein by reference).
10.26	Form of Stock Option Agreement under the Littelfuse, Inc. Equity Incentive Compensation Plan (filed as exhibit 99.3 to the Company's Current Report on Form 8-K dated April 27, 2007 (1934 Act File No 0-20388) and incorporated herein by reference).
10.27	Form of Performance Shares Agreement under the Littelfuse, Inc. Equity Incentive Compensation Plan (filed as exhibit 99.4 to the Company's Current Report on Form 8-K dated April 27, 2007 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.28	Form of Stock Option Award Agreement under the Littelfuse, Inc. Outside Directors' Equity Plan (filed as exhibit 99.5 to the Company's Current Report on Form 8-K dated April 27, 2007 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.29	Form of Restricted Stock Unit Award Agreement under the Littelfuse, Inc. Outside Directors' Equity Plan (filed as exhibit 99.6 to the Company's Current Report on Form 8-K dated April 27, 2007 (1934 Act File No. 0-20388) and incorporated herein by reference).
13.1*	Portions of Littelfuse Annual Report to Stockholders for the fiscal year ended December 29, 2007.
14.1	Code of Ethics for Principal Executive and Financial Officers (filed as exhibit 14.1 to the Company's Form 10-K for the annual period ended January 1, 2005 (1934 Act File No. 0-20388) and incorporated herein by reference).
21.1*	Subsidiaries.
23.1*	Consent of Independent Registered Public Accounting Firm.
31.1*	Rule 13a-14(a)/15d-14(a) certification of Gordon Hunter.
31.2*	Rule 13a-14(a)/15d-14(a) certification of Philip Franklin.
32.1+	Section 1350 certification.

Except for Exhibit 10.11, Exhibits 10.1 through 10.29 are management contracts or compensatory plans or arrangements.

* Filed with this Report.

\+ Furnished with this Report.

EXHIBIT 10.1

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT made and entered into by and between Littelfuse, Inc. (the "COMPANY") and Gordon Hunter (the "EXECUTIVE") as of the 31st day of December, 2007 (the "EFFECTIVE DATE"). All terms not otherwise defined elsewhere herein shall have the meaning set forth in Section 13 hereof.

WHEREAS, the operations of the Company and its Affiliates are a complex matter regarding direction and leadership in a variety of arenas, including financial, strategic planning, manufacturing, sales, human resources, regulatory, customer relations and others;

WHEREAS, the Executive is possessed of certain experience and expertise that qualify the Executive to provide the direction and leadership required by the Company and its Affiliates; and

WHEREAS, the Company and the Executive have previously entered into an Employment Agreement, dated as of May 1, 2006 (the "Original Agreement") providing for the continued employment of the Executive as Chairman, Chief Executive Officer and President of the Company; and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

1. EMPLOYMENT. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and the Executive hereby accepts continued employment.

2. TERM. The term of Executive's employment under this Agreement shall commence on May 1, 2006 and shall end on the first date on which the term is terminated pursuant to Section 5 hereof. The term of this Agreement is hereafter referred to as "THE TERM OF THIS AGREEMENT" or "THE TERM HEREOF."

3. CAPACITY AND PERFORMANCE.

(a) During the term hereof, the Executive shall serve the Company as its Chairman, Chief Executive Officer and President. In addition, and without further compensation, the Executive shall serve as an officer of one or more of the Company's Affiliates if so elected or appointed from time to time. During the

term hereof, if elected or appointed, Executive shall serve as a member of the Board of Directors of the Company (the "BOARD"). Upon cessation of employment with the Company, Executive shall offer to resign as a member of the Board.

(b) During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall perform the duties and responsibilities and have the authority of Executive's position and such other duties, responsibilities and authority on behalf of the Company and its Affiliates, reasonably consistent with Executive's position, as may be reasonably designated from time to time by the Board or by its designees. Executive's duties, responsibilities and authority shall be commensurate with the duties, responsibilities and authority of similarly positioned executives of similar businesses of similar size in the United States. During the term, Executive shall report to the Board.

(c) During the term hereof, the Executive shall devote Executive's full business time and best efforts, business judgment, skill and knowledge exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of Executive's duties and responsibilities to them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the term of this Agreement, except as may be expressly approved in writing in advance by the Board. The foregoing restriction, however, shall not be interpreted to prohibit the Executive from (i) involvement in any charitable or community activities or organizations (including, without limitation, participation in industry trade groups) or (ii) serving on the board of directors of up to one (1) non-competing, for-profit business enterprise without the prior approval in writing in advance by the Board, that does not give rise to a conflict of interest and that does not materially interfere with Executive's ability to perform Executive's duties and responsibilities under this Agreement.

(d) Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of the Company and its Affiliates and to do no act which would, directly or indirectly, injure the Company and/or its Affiliates' business, interests or reputation. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, particularly commercial activities, which interest might in any way adversely affect the Company and/or its Affiliates, involves a possible conflict of interest. In keeping with Executive's fiduciary duties to the Company and its Affiliates, Executive agrees that Executive shall not knowingly become involved in a conflict of interest with the Company and/or its Affiliates, or upon discovery thereof, allow such a conflict to continue. Moreover, Executive shall not engage in any activity that is reasonably likely to involve a possible conflict of interest without first obtaining written approval in accordance with the Company's conflict of interest policy and procedures.

(e) The duties and responsibilities to be performed by the Executive shall be performed primarily at the Company's Des Plaines, Illinois headquarters offices, subject to reasonable travel requirements on behalf of the Company consistent with the nature of Executive's duties and responsibilities.

4. COMPENSATION AND BENEFITS. As compensation for all services performed by the Executive under and during the term hereof and subject to performance of the Executive's duties and of the obligations of the Executive to the Company and its Affiliates, pursuant to this Agreement or otherwise:

(a) BASE SALARY. During the term hereof, the Company will pay the Executive a base salary at the rate of Five Hundred Twenty-Five Thousand Dollars ($525,000.00) per annum, payable in accordance with the payroll practices of the Company for its executives and subject to annual review and to increase, but not decrease, from time to time by the Board in its discretion. Such base salary, as from time to time in effect, is hereafter referred to as the "BASE SALARY."

(b) INCENTIVE COMPENSATION. For fiscal year 2006 and each fiscal year thereafter, the Executive will be eligible to receive an annual incentive bonus with a target bonus of fifty percent (50%) of the Base Salary, based on performance against and payable in accordance with the Company's management incentive plan for such fiscal year, and subject to a maximum opportunity of 100% of Base Salary for superior performance; provided that, either (i) the Executive must be employed by the Company hereunder on the last day of the fiscal year and must not have given nor received notice of termination under Section 5(c) or (f) hereunder in order to be eligible to receive such bonus, or (ii) the Executive must have been terminated pursuant to Section 5(a), (b), (d) or (e) in order to be eligible to receive such bonus pro-rated for the partial term of service for the fiscal year ending on the date of termination. Except as otherwise provided in this Agreement, the amount of any incentive bonus earned by the Executive hereunder shall be determined by the Board (or such designated committee), based on its assessment, in the exercise of its discretion, of performance against established goals in accordance with such annual management incentive plan.

(c) LONG TERM INCENTIVES. Executive shall be eligible to receive such annual stock option, restricted share or other incentive grants/awards ("LONG TERM INCENTIVES") as may be determined by the Board in its discretion.

(d) VACATIONS. During the term hereof, the Executive shall be entitled to earn four (4) weeks of vacation per fiscal year, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. Vacation shall otherwise be governed by the policies of the Company, as in effect from time to time.

(e) EMPLOYEE BENEFITS. During the term hereof and subject to any contribution therefor generally required of senior level executives of the Company, the Executive shall be entitled to participate in any and all employee benefit plans

from time to time in effect for employees of the Company generally, except to the extent such plans are in a category of benefit otherwise provided to the Executive by this Agreement. Such participation shall be subject to the terms of the applicable plan documents and generally applicable Company policies. The Company may alter, modify, add to or delete its employee benefit plans at any time as it, in its sole judgment, determines to be appropriate, without recourse by the Executive.

(f) BUSINESS EXPENSES. The Company shall pay or reimburse the Executive for all reasonable, customary and necessary business expenses incurred or paid by the Executive in the performance of Executive's duties and responsibilities hereunder during the term hereof, subject to any maximum annual limit and other restrictions on such expenses set by the Board and to such reasonable substantiation and documentation as may be specified in advance by the Company from time to time.

(g) PERQUISITES. During the term hereof, the Company will provide the Executive with the following perquisites:

i. Automobile. The Company shall provide Executive with an automobile in accordance with the Company's automobile policy for executives.

ii. Home Office. On behalf of the Executive, the Company will provide and maintain a home office computer, facsimile, telephone and required access line(s).

iii. Financial Planning. The Company shall pay or reimburse Executive for up to Fifteen Thousand Dollars ($15,000.00) per fiscal year for financial planning and tax counseling services.

iv. Legal Fees. The Company shall pay or reimburse Executive for the reasonable legal fees incurred by Executive attendant to the development of this Agreement, up to a maximum of Five Thousand Dollars ($5,000.00).

5. TERMINATION OF EMPLOYMENT AND SEVERANCE BENEFITS. The term of this Agreement shall end and the Executive's employment hereunder shall terminate upon the first to occur of the following circumstances:

(a) DEATH. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately and automatically terminate. In such event, the Company will pay or provide to the Executive's designated beneficiary or, if no beneficiary has been designated by the Executive, to Executive's estate:

i. the Base Salary earned but not paid through the date of termination.

ii. any vacation time earned but not used through the date of termination.

iii. any business expenses incurred by the Executive but un-reimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within sixty (60) days of termination and that such expenses are reimbursable under Company policy,

iv. if the date of termination occurs after the end of a fiscal year and prior to the payment of the incentive compensation award (as described in paragraph 4(b)) for such prior fiscal year, payment of any earned incentive compensation award will be made at the regularly scheduled time,

v. any vested benefits under the Company's employee benefits plans, and

vi. any benefit continuation and/or conversion rights under the Company's employee benefits plans,

(all of the foregoing, "ACCRUED BENEFITS"). In addition to the Accrued Benefits, the Company shall pay to the Executive's estate the award under Section 4(b) for the performance period in which the date of termination occurs, based on actual performance for the entire period; provided, however, that such award shall be subject to a pro-rata reduction to reflect the portion of the performance period following the date of termination, and with payment to be made at the regularly scheduled time for payment of such amounts to executives of the Company. Except as otherwise specifically set forth in this Agreement, any Long Term Incentives, or as required by law, the Company shall have no further obligation to the Executive.

(b) DISABILITY.

i. The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during Executive's employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to substantially perform Executive's duties and responsibilities hereunder, with or without reasonable accommodation, for one hundred eighty (180) days during any period of three hundred and sixty-five (365) consecutive calendar days. In the event of such termination, except as otherwise specifically set forth in this Agreement, any Long Term Incentives, or as required by law, the Company shall have no further obligation to the Executive, other than for payment of the Accrued Benefits. In addition to the Accrued Benefits, the Company shall pay to the Executive or the Executive's duly appointed guardian the award under Section 4(b) for the performance period in which the date of termination occurs, based on actual performance for the entire period; provided, however, that such award shall be subject to a pro-rata reduction to reflect the portion of the performance period following the date of

termination, and with payment to be made at the regularly scheduled time for payment of such amounts to executives of the Company.

ii. The Board may designate another employee or a Board member to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4(a), perquisites in accordance with Section 4(g), and benefits in accordance with Section 4(e), to the extent permitted by the then-current terms of the applicable employee benefit plans, until the Executive becomes eligible for disability income benefits under the Company's disability income plan or until the termination of Executive's employment, whichever shall first occur. While receiving disability income payments under the Company's disability income plan, the Executive shall be entitled to receive any Base Salary under Section 4(a) hereof, reduced by the amount of any disability benefits paid for the same period of time, and shall continue to participate in perquisites in accordance with Section 4(g) and Company employee benefit plans in accordance with Section 4(e) and the terms of such plans, until the termination of Executive's employment.

iii. If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to substantially perform Executive's duties and responsibilities hereunder, with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or Executive's duly appointed guardian, if any, has no reasonable objection to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and the Executive shall fail to submit to such medical examination, the Company's determination of the issue shall be binding on the Executive.

(c) BY THE COMPANY FOR CAUSE. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following, as determined by the Board in its reasonable judgment, shall constitute "CAUSE" for termination: (i) the Executive's willful failure to perform in accordance with the direction of the Board (other than by reason of disability), or gross negligence in the performance of, Executive's material duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's breach of any of Executive's obligations under Section 3(d), 7, 8 or 9 of this Agreement; (iii) conviction of the Executive of, or the Executive's plea of guilty or no contest to, a felony; (iv) conduct by the Executive that constitutes fraud, gross negligence or gross misconduct that results in material harm to the Company; (v) other conduct by the Executive that is, or could reasonably be expected to be, materially harmful to the Company or any of its Affiliates; or (vi) a material breach of this Agreement by

Executive not cured to the reasonable satisfaction of the Board within thirty (30) days after written notice to Executive of such material breach. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation to the Executive, other than for the Accrued Benefits; provided, however, that the Executive shall be reinstated if within ten (10) business days following termination for Cause the Executive can demonstrate to the Board, and the Board in its sole discretion agrees that there was no reasonable basis for termination of the Executive for Cause.

(d) BY THE COMPANY OTHER THAN FOR CAUSE. The Company may terminate the Executive's employment hereunder other than for Cause at any time upon sixty (60) days' notice to the Executive. During such sixty (60) day notice period, the Company may require that the Executive cease performing some or all of Executive's duties and responsibilities and/or not be present at any or all time(s) at the Company's headquarters offices and/or other facilities. In the event of such termination, the following provisions shall apply:

i. In addition to the Accrued Benefits, the Company shall, subject to the remaining provisions of this Section 5(d):

A. until the conclusion of a period of twelve (12) months following the date of termination of the Executive's employment hereunder, (1) continue to pay the Executive the Base Salary at the rate in effect on the date of termination and (2) pay the Executive an amount equal to the Section 4(b) annual incentive bonus at target payable in equal installments at the same time Base Salary hereunder is paid (each such payment being hereinafter referred to as a "Severance Payment");

B. if Executive elects to exercise his COBRA continuation rights to continue his Company sponsored group health and dental plan benefits, subject to any employee contribution generally applicable to senior level executives actively employed by the Company, continue to contribute to the premium cost of the Executive's participation, and that of Executive's eligible dependents, in the Company's group health and dental plans, provided that the Executive and such dependents are entitled to continue such participation under applicable law and plan terms, but not to exceed twelve (12) months;

C. pay to the Executive the award under Section 4(b) for the performance period in which the date of termination occurs, based on actual performance for the entire period; provided, however, that such award shall be subject to a pro-rata reduction to reflect the portion of the performance period following the date of termination, and with payment to be made at the regularly

scheduled time for payment of such amounts to executives of the Company;

D. subject to any employee contribution generally applicable to senior level executives actively employed by the Company, continue to contribute to the premium cost of the Executive's participation in the Company's group life insurance plan, provided that the Executive is entitled to continue such participation under applicable law and plan terms, but not to exceed twelve (12) months; and

E. pay for costs and expenses of outplacement services selected by the Executive and reasonably acceptable to the Company, up to a maximum cost to the Company of Twenty-Five Thousand Dollars ($25,000.00) with payment to be made by the Company to the outplacement vendor upon the submission to the Company of documentation reasonably satisfactory to the Company evidencing the incurrence of such costs and expenses within sixty (60) days following Executive's date of termination.

ii. Any obligation of the Company to the Executive hereunder is conditioned, however, (A) upon the Executive signing a waiver and release of claims agreement in a form utilized by the Company for senior level executives of the Company (the "EMPLOYEE RELEASE") within twenty-one days (or such greater period as the Company may specify) following the later of the date on which the Executive (or, in the case of termination by the Executive for Good Reason, the Company) receives notice of termination of employment or the date the Executive receives a copy of the Employee Release, (B) upon the Executive not revoking the Employee Release in a timely manner thereafter, and (C) upon the Executive meeting Executive's obligations under Section 6(c) hereof. The Employee Release shall be furnished to Executive as soon as practical after the date on which the Company or the Executive receives the notice of termination, but in no event later than the latest date that will insure that the revocation period referred to above will expire not later than March 1 of the year following the year in which the Executive's employment is terminated, and upon the effective date of the Employee Release, all Severance Payments that would have been paid on payroll dates since the date of termination shall be paid to the Executive in a lump sum.

iii. In order to satisfy the requirements of Section 409A, the following shall apply to the time of payment of the Severance Payments:

A. Each Severance Payment shall be treated as a separate payment for purposes of Section 409A.

B. The aggregate amount of all Severance Payments, if any, payable after March 15 of the year following the year that includes the termination date(the "Short Term Deferral Date"), but before the date that is six months after the termination date (the "Six Month Date") (such period of time being hereinafter referred to as the "409A Limitation Period") shall not exceed two times the lesser of (1) the Base Salary on the last day of the year immediately preceding the year that includes the termination date or (2) the limit in effect under Section 401(a)(17) of the Code during the year that includes the termination date (the "409A Limit"). For avoidance of doubt, if the Six Month Date occurs before the Short Term Deferral Date, there shall be no 409A Limitation Period and the provisions of this Section 5(d)(iii)(B) and Section 5(d)(iii)(C) shall not apply.

C. To the extent the sum of the Severance Payments payable during the 409A Limitation Period would otherwise exceed the 409A Limit, such payments shall be reduced, in reverse order of payment, to the extent necessary so that the sum does not exceed the 409A Limit, and the amount by which the Severance Payments are reduced will be paid to Executive in a lump sum, without interest, six months after the termination date. However, if Executive dies during such period, the 409A Limit shall not apply to payments to the Executive's beneficiary (and the amount by which any payments to the Executive were reduced shall be paid to the beneficiary as soon as practical after Executive's death.).

D. All Severance Payments other than Severance Payments that either (1) are paid before the Short Term Deferral Date, or (2) are paid after the Short Term Deferral Date but do not exceed in the aggregate the 409A Limit (whether or not the provisions of Section 5(d)(iii)(B) and (C) apply), are hereinafter referred to as "409A Severance Payments." 409A Severance Payments are considered deferred compensation subject to Section 409A, and such payment shall in no event be paid at a time other than that provided in Section 5(d)(i), as modified by Section 5(d)(iii)(C), if applicable. For this purpose, Severance Payments paid after the Short Term Deferral Date shall not be considered 409A Severance Payments until the cumulative total of such Severance Payments, in chronological order of payment, exceeds the 409A Limit. The Severance Payment that causes the cumulative total of such Severance Payments to exceed the 409A Limit shall be considered a 409A Severance Payments to the extent of such excess, and all subsequent Severance Payments shall be 409A Severance Payments.

iv. Notwithstanding the provisions of this Section 5(d), however, in the event that, within a reasonable time (which time shall not exceed ninety (90) days) following termination of the Executive's employment by the Company hereunder, the Board determines in good faith that circumstances existed which would have constituted a basis for termination of the Executive's employment for Cause, the Executive's employment will be deemed to have been terminated for Cause in accordance with Section 5(c) hereof.

(e) BY THE EXECUTIVE FOR GOOD REASON. The Executive may terminate Executive's employment hereunder for Good Reason, upon notice to the Board setting forth in reasonable detail the nature of such Good Reason. The following shall constitute "GOOD REASON" for termination by the Executive: (i) a material breach of the Agreement by the Company not cured within thirty (30) days after written notice by the Executive to the Company, or (ii) without Executive's written consent: (A) any change in title or any material diminution of Executive's duties or authority, (B) assignment of duties materially inconsistent with Executive's duties in effect on the Effective Date, (C) any change in the reporting structure, or (D) any requirement that Executive relocate his principal residence as in effect on the Effective Date or office other than at the Company's headquarters offices. In the event of termination in accordance with this Section 5(e), the Executive will be entitled to the same pay and benefits Executive would have been entitled to receive had the Executive's employment been terminated by the Company other than for Cause in accordance with Section 5(d) above; provided, that the Executive satisfies all conditions to such entitlement, including without limitation the signing of an effective Employee Release and meeting Executive's obligations under Section 6(c) hereof. It is agreed and understood that Good Reason shall cease to exist for an event on the sixtieth (60th) day following the later of its occurrence or Executive's reasonable knowledge thereof, unless the Executive has given the Board written notice thereof prior to such date.

(f) BY THE EXECUTIVE OTHER THAN FOR GOOD REASON. The Executive may terminate Executive's employment hereunder at any time upon sixty (60) days' prior written notice to the Board. In the event of termination by the Executive pursuant to this Section 5(f), the Board may elect to waive the period of notice, or any portion thereof, and, if the Board so elects, the Company will pay the Executive the Base Salary for the notice period or for any remaining portion of the period. The Company shall have no further obligation to the Executive, other than for the Accrued Benefits due to Executive.

(g) CHANGE OF CONTROL. The Executive shall be covered under the Company's Change of Control Employment Agreement as in effect from time to time during the term of this Agreement. Any amounts and/or benefits payable, paid or provided to the Executive under such Change of Control Employment Agreement shall be in lieu of and not in addition to amounts and/or benefits payable or provided under this Agreement. This Agreement is not intended to preclude

amounts and/or benefits payable under the Change of Control Employment Agreement should the events described therein occur.

(h) DEFINITION OF TERMINATION OF EMPLOYMENT. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

i. The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

ii. Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

iii. For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

(i) COMPLIANCE WITH SECTION 409A. The provisions of this Section 5 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 5 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409(a)(1)(B) of the Code.

6. EFFECT OF TERMINATION. The provisions of this Section 6 shall apply to termination pursuant to Section 5 or otherwise.

(a) The Executive shall promptly give the Company notice of all facts necessary for the Company to determine the amount and duration of its obligations in connection with any termination pursuant to Section 5(b)-(f) hereof.

(b) Except for group health and dental plan coverage and group life insurance coverage continued pursuant to Section 5(d) or 5(e) hereof, benefits shall terminate pursuant to the terms of the applicable employee benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payment to the Executive following such date of termination. Executive shall be afforded such benefit continuation and/or conversion rights as required by law or the Company's benefits plans.

(c) The Executive agrees that if, on the date Executive's employment with the Company terminates, howsoever caused, the Executive is a member of the Board or of the board of directors of any of the Affiliates or holds any position or office with the Company or any of the Affiliates, the termination shall constitute Executive's offer of resignation from all such memberships, positions and offices, effective as of the date of termination of Executive's employment and Executive agrees to execute confirmation of any such resignations requested by the Company.

(d) Provisions of this Agreement shall survive any termination if so provided herein or if necessary or desirable to accomplish the purposes of other, surviving provisions, including without limitation the obligations of the Executive under Sections 7, 8 and 9 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Section 5(d) or 5(e) hereof is expressly conditioned upon the Executive's continued full performance of obligations under Sections 7, 8 and 9 hereof.

7. CONFIDENTIAL INFORMATION, RETURN OF DOCUMENTS AND PROPERTY, CONTINUED COOPERATION, AND NONDISPARAGEMENT.

(a) The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information, that the Executive may develop Confidential Information for the Company or its Affiliates and that the Executive may learn of Confidential Information during the course of employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall not disclose to any Person or use, other than as required by applicable law or for the proper performance of Executive's duties and responsibilities to the Company and its Affiliates, any Confidential Information obtained by the Executive incident to Executive's employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination.

(b) All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or its Affiliates and

any copies, in whole or in part, thereof (the "DOCUMENTS"), whether or not prepared by the Executive, and any tangible property of the Company furnished to the Executive, including, but not limited to, computers, personal digital assistants, credit cards, and identification cards, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and tangible property of the Company and shall surrender to the Company at the time Executive's employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents and other tangible property of the Company then in the Executive's possession or control.

(c) During the term hereof and for a reasonable period thereafter (but not less than twelve (12) months following termination of Executive's employment), the Executive agrees to cooperate with the Company with respect to all matters arising during or related to Executive's employment, including without limitation cooperation in connection with any litigation or governmental investigation or regulatory or other proceeding which may have arisen or which may arise following the execution of this Agreement. As part of the cooperation agreed to herein, the Executive shall provide complete and truthful information to the Company and its attorneys with respect to any matter arising during or related to Executive's employment. Further, the Executive shall be available to meet with Company personnel and the Company's attorneys and shall provide to the Company and its attorneys any and all documentary or other physical evidence pertinent to any such matter; and, at the Company's request upon reasonable notice, the Executive shall travel to such places as the Company may specify (for which the Company will reimburse Executive for reasonable travel and lodging expenses) and provide such complete and truthful information and evidence to parties whom the Company may specify. Further, upon the oral request of the Company or its attorneys, the Executive shall testify, truthfully and accurately, to any such matter in any civil case to which the Company is a party or in connection with any investigation or regulatory or other proceeding relating to the Company or its activities. To the extent legally permissible, the Executive shall promptly notify the Board, within two business days, of Executive's receipt from any third party or governmental entity of a request for testimony and/or documents, whether by legal process or otherwise, relating to any matter arising during or relating to Executive's employment. Except as otherwise expressly provided herein, the Executive shall not charge the Company for Executive's compliance with obligations under this Section 7(c), but shall be reimbursed for all reasonable and documented out of pocket expenses incurred at the request of the Company. The Executive's compliance with this Section 7(c) shall be reasonably requested by the Company, so, where practicable, to minimize interference with the Executive's then current employment. In the event the Executive can demonstrate loss of base salary from the Executive's full-time employer during any period of time the Executive is complying with this Section 7(c), the Company will compensate the Executive for Executive's reasonable time at an amount to be then agreed upon between the Company and the Executive.

(d) During the term hereof and thereafter, the Executive agrees that the Executive shall not take any actions or make any statements to the public, current, former or future Company employees, prospective future employers, the media, or any other third party whatsoever that disparages or reflects negatively upon the Company and its Affiliates, and its and their directors, officers, or employees. The Company agrees following the end of the term the Company shall instruct its senior officers and members of the Board not to take any actions or make any statements to the public, media, or any other third party whatsoever that disparages or reflects negatively upon the Executive. Notwithstanding the foregoing provisions of this Section 7(d), nothing herein shall prevent the Company and its Affiliates, and its and their directors, officers and employees or the Executive from responding truthfully to any information requests or questions posed in any formal or informal legal, regulatory, administrative or other proceedings involving any court, tribunal or governmental body or agency or as otherwise required by law.

8. ASSIGNMENT OF RIGHTS TO INTELLECTUAL PROPERTY.

(a) The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company and to permit the Company to enforce any patents. copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company for time spent in complying with these obligations, but shall be reimbursed for all reasonable and documented out of pocket expenses incurred at the request of the Company. All copyrightable works that the Executive creates shall be considered "work made for hire".

(b) As used in this Agreement, "INTELLECTUAL PROPERTY" means any invention, formula, process, discovery, development, design, innovation or improvement (whether or not patentable or registrable under copyright statutes) made, conceived, or first actually reduced to practice by the Executive solely or jointly with others, during Executive's employment by the Company, provided, however, notice is hereby provided that, in accordance with Illinois law (765 Ill. Comp. Stat. 1060/2), the term "Intellectual Property" shall not apply to any invention that the Executive develops entirely on Executive's own time and without using the equipment, supplies, facilities or trade secret information of the Company, unless (i) such invention relates to the business of the Company or to the actual or demonstrably anticipated research or development of the Company or (ii) the invention results from any work performed by the Executive for the Company.

9. RESTRICTED ACTIVITIES. The Executive agrees that some restrictions on Executive's activities during and after Executive's employment are necessary to protect the goodwill, Confidential Information and other legitimate interests of the Company and its Affiliates:

(a) While the Executive is employed by the Company and for the period of twelve (12) months immediately following Executive's employment by the Company (in the aggregate, with the period of Executive's employment, the "NON-COMPETITION PERIOD"), the Executive shall, not, directly or indirectly, whether as owner, partner, investor, consultant, agent, executive or managerial employee, co-venturer or otherwise, compete with the Company or any of its Affiliates within the United States, Europe or Asia or undertake any planning for any business competitive with the Company or any of its Affiliates. Specifically, but without limiting the foregoing, the Executive agrees not to engage in any manner in any activity that is directly or indirectly competitive with the business of the Company or any of its Affiliates as conducted or under consideration at any time during the Executive's employment. Restricted activity includes without limitation. providing services, directly or indirectly, with or without compensation, whether as an executive or managerial employee, independent contractor, officer, director or otherwise, to any Person who does, or has plans to become. a competitor of the business of the Company or any of its Affiliates. For the purposes of this Section 9, the business of the Company and its Affiliates shall include all Products and the Executive's undertaking shall encompass all items. products and services that may be used in substitution for Products. The foregoing restrictions shall not preclude the Executive from retaining or making passive investment interests of less than two percent (2%) in corporations whose stock is registered under the Securities Exchange Act of 1934, as amended.

(b) The Executive agrees that, during Executive's employment with the Company, Executive will not undertake any outside activity, whether or not competitive with the business of the Company or its Affiliates, that could reasonably give rise to a conflict of interest or otherwise interfere with Executive's duties and obligations to the Company or any of its Affiliates. Further, the Executive agrees that, during Executive's employment and thereafter, Executive will comply with the policies of the Company and directives of the Board with respect to conflicts of interest, code of conduct, publicity and disparagement of the Company, its business and its management, as in effect from time to time.

(c) The Executive acknowledges the interest of the Company and its Affiliates in maintaining a stable work force and agrees that, during the Non-Competition Period, Executive will not (i) hire or attempt to hire any employee of the Company or any of its Affiliates, assist in such hiring by any Person or encourage any such employee to terminate his or her relationship with the Company or any of its Affiliates or (ii) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish those services or its relationship with the Company or any of its Affiliates.

(d) Further, freely and knowingly acknowledging and agreeing that the Company and its Affiliates have a near permanent relationship with their customers, the Executive agrees that, during the Non-Competition Period, Executive will not directly or indirectly solicit or encourage any customer of the Company or any of its Affiliates to terminate or diminish its relationship with them, or to conduct with any Person any business or activity which such customer conducts or could conduct with the Company or any of its Affiliates.

10. NOTIFICATION REQUIREMENT. Until sixty (60) days after the conclusion of the Non-Competition Period, the Executive shall give notice to the Company of each new business activity Executive plans to undertake, at least twenty-one (21) days prior to beginning any such activity. Such notice shall state the name and address of the Person for whom such activity is undertaken and the nature of the Executive's business relationship(s) and position(s) with such Person. The Executive shall provide the Company with such other pertinent information concerning such business activity as the Company may reasonably request in order to determine the Executive's continued compliance with Executive's obligations under Sections 7, 8 and 9 hereof.

11. ENFORCEMENT OF COVENANTS. The Executive acknowledges that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon Executive pursuant to Sections 7, 8 and 9 hereof. The Executive agrees that those restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were Executive to breach any of the covenants contained in Sections 7, 8 or 9 hereof, the damage to the Company and its Affiliates would be irreparable. The Executive therefore agrees that the Company and its Affiliates, in addition to any other remedies available to them, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants, without having to post bond. The parties further agree that, in the event that any provision of Section 7, 8 or 9 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

12. CONFLICTING AGREEMENTS. The Executive hereby represents and warrants that the execution of this Agreement and the performance of Executive's obligations hereunder will not breach or be in conflict with any other agreement to which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or similar covenants or any court order or other legal obligation that would affect the performance of Executive's obligations hereunder. The Executive will not disclose to or use on behalf of the Company any proprietary information of a third party without such party's consent.

13. DEFINITIONS. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

(a) "AFFILIATES" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority. contract or equity interest.

(b) "CONFIDENTIAL INFORMATION" means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom any of them plans to compete or do business and any and all information, which, if disclosed by the Company or its Affiliates would assist in competition against them. Confidential Information includes without limitation such information relating to (i) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (ii) the Products, (iii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iv) the identity and special needs of the customers of the Company and its Affiliates and (v) the people and organizations with whom the Company and its Affiliates have business relationships and those relationships. Confidential Information also includes any information that the Company or any of its Affiliates have received, or may receive hereafter, belonging to customers or others with any understanding, express or implied, that the information would not be disclosed. Confidential Information does not include any information that (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Executive) or (ii) was available to the Executive on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not and was not bound by a confidentiality agreement regarding such material, the Company, its affiliates or its business. In addition, in the event that the Executive become legally compelled (by deposition, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, such Confidential Information, to the extent the Executive and the Company cannot, after using all commercially reasonable efforts, obtain a protective order or other appropriate remedy, shall not be deemed to be Confidential Information solely to the extent and for the limited purpose the Executive is advised by counsel that the Executive is legally required to disclose such Confidential Information and the Executive shall use Executive's best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) "PERSON" means an individual, a corporation, a limited liability company, an association; a partnership, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

(d) "PRODUCTS" mean all products actively planned. researched. developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its Affiliates, together with all services provided or planned by the Company or any of its Affiliates, during the Executive's employment.

14. WITHHOLDING. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

15. ASSIGNMENT. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Executive is transferred to a position with any of the Affiliates (provided such assignment shall not relieve the Company from its duties and obligations hereunder) or in the event that the Company shall hereafter effect a reorganization, consolidate with, or merge into, any Person or transfer all or substantially all of its properties or assets to any Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

16. SEVERABILITY. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and assigned by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. NOTICES. Any and all notices, requests. demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, consigned to a reputable national overnight courier or deposited in the United States mail, postage prepaid, registered or certified, and addressed to the Executive at Executive's last known home address on the books of the Company or, in the case of the Company, at its principal place of business, attention of the Vice President Human Resources, or to such other address as either party may specify by notice to the other actually received.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment, except as otherwise provided in Section 5(f) with respect to Change of Control Employment Agreements, and provided that this Agreement shall not supersede the Agreement for Deferred Compensation, dated December 20, 2005, between the Executive and the Company, pursuant to which the Company agreed to compensate the Executive for the increase in the exercise price of certain of the Executive's stock options.

20. AMENDMENT. This Agreement may be amended or modified only by a written instrument signed by the Executive and by an expressly authorized representative of the Company.

21. HEADINGS. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

22. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

23. GOVERNING LAW. This is an Illinois contract and shall be construed and enforced under and be governed in all respects by the laws of the State of Illinois, without regard to the conflict of laws principles thereof.

24. SURVIVORSHIP. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement.

25. CONSTRUCTION. The parties acknowledge that this Agreement is the result of arm's-length negotiations between sophisticated parties each afforded representation by legal counsel. Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

26. SET OFF; NO MITIGATION. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim or recoupment of monies owed by Executive to the Company or its Affiliates. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment.

27. INDEMNIFICATION; INSURANCE. The Company agrees that it shall indemnify Executive for any and all liabilities of Executive that arise by reason of the fact that Executive is or was a director, officer or employee of the Company and its Affiliates to the fullest extent permitted by the laws of the State of Illinois, and that it will provide director and officer liability insurance coverage on the same basis as provided to the other directors and officers of the Company during the term of this Agreement and for a period of ten (10) years thereafter. This provision shall survive any expiration or termination of this Agreement.

28. DISPUTE RESOLUTION. Subject to the rights of the Company pursuant to Section 11 above, any controversy, claim or dispute arising out of or relating to this Agreement, the breach thereof, or the Executive's employment by the Company shall be settled by arbitration with one arbitrator. The arbitrator shall be currently licensed to practice law in a state within the United States. The arbitration will be administered by the American Arbitration Association in accordance with its National Rules for Resolution of Employment Disputes. The arbitration proceeding shall be confidential, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Any such arbitration shall take place in the Chicago, Illinois area, or in any other mutually agreeable location. In the event any judicial action is necessary to enforce the arbitration provisions of this Agreement, sole jurisdiction shall be in the federal and state courts, as applicable, located in Illinois. Any request for interim injunctive

relief or other provisional remedies or opposition thereto shall not be deemed to be a waiver or the right or obligation to arbitrate hereunder. To the extent a party prevails in any dispute arising out of this Agreement or any of its terms and provisions, all reasonable costs, fees and expenses relating to such dispute, including the parties' reasonable legal fees, shall be borne by the party not prevailing in the resolution of such dispute, but only to the extent that the arbitrator or court, as the case may be, deems reasonable and appropriate given the merits of the claims and defenses asserted.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Company, by its duly authorized representative, and by the Executive, effective as of the date first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ Gordon Hunter	By: /s/ Ryan K. Stafford
Gordon Hunter	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.3

LITTELFUSE, INC.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(AMENDED AND RESTATED AS OF JANUARY 1, 2008)

LITTELFUSE, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(AMENDED AND RESTATED AS OF JANUARY 1, 2008)

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LITTELFUSE, INC.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(AMENDED AND RESTATED AS OF JANUARY 1, 2008)

ARTICLE I. ESTABLISHMENT AND PURPOSE

1.1 Establishment and Purpose. Effective as of October 1, 1993, Littelfuse, Inc. (the "Employer") established the LITTELFUSE, INC. SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN (the "Supplemental Plan"), a non-qualified supplemental executive retirement plan to provide certain executive employees of the Employer with competitive retirement benefits. The Supplemental Plan is an unfunded supplemental executive retirement plan within the meaning of Sections 201(2), 301(a)(3), 401(a)(1) and 4021(b)(6) of ERISA for a select group of highly compensated employees or management employees. The Supplemental Plan is hereby amended and restated, effective as of January 1, 2008, to incorporate all prior amendments and to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code").

1.2 Application of Supplemental Plan. The terms of this Supplemental Plan are applicable only to eligible employees under Section 3.1 hereof who are in the active employ of the Employer on or after October 1, 1993.

ARTICLE II. DEFINITIONS AND CONSTRUCTION

2.1 Definitions. The following terms shall have the meanings stated below unless the context clearly indicates otherwise.

(a) "Account" means the bookkeeping account maintained by the Employer in the name of each Participant reflecting amounts credited to the Participant's Account each Plan Year pursuant to Section 3.4.

(b) "Beneficiary" means the person or persons designated by the Participant in writing to receive any benefits otherwise payable under this Plan on behalf of the Participant after the Participant's death. To be effective, such Beneficiary designation must be filed with the Employer prior to the Participant's death. The Beneficiary shall be the person or persons last so designated by the Participant, or, if there is no such designation filed with the Employer at the time of the Participant's death, the Participant's estate.

(c) "Board" means the Board of Directors of the Employer.

(d) "Change in Control" means the occurrence of any of the following events:

(1) a business combination, including a merger or consolidation, of the Employer and the shareholders of the Employer prior to the combination do not continue to own, directly or indirectly, more than fifty-one percent (51%) of the equity of the combined entity;

(2) a sale, transfer, or other disposition in one or more transactions (other than in transactions in the ordinary course of business or in the nature of a financing) of the assets or earning power aggregating more than forty-five percent (45%) of the assets or operating revenues of the Employer to any person or affiliated or associated group of persons (as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") in effect as of the date hereof);

(3) the liquidation of the Employer;

(4) one or more transactions which result in the acquisition by any person or associated group of persons (other than the Employer, any employee benefit plan whose beneficiaries are Employees of the Employer or TCW Special Credits or any of its affiliates) of the beneficial ownership (as defined in Rule 13d-3 of the Exchange Act, in effect as of the date hereof) of forty percent (40%) or more the common stock of the Employer, securities representing forty percent (40%) or more of the combined voting power of the voting securities of the Employer which affiliated persons owned less than forty percent (40%) prior to such transaction or transactions; or

(5) the election or appointment, within a twelve (12) month period, of any person or affiliated or associated group, or its or their nominees, to the Board such that such persons or nominees, when elected or appointed, constitute a majority of

the Board and whose appointment or election was not approved by a majority of those persons who were members of the Board at the beginning of such period or whose election or appointment was made at the request of an Acquiring Person.

An "Acquiring Person" is any person who, or which, together with all affiliates or associates of such person, is the beneficial owner of twenty percent (20%) or more of the common stock of the Employer then outstanding, except that an Acquiring Person does not include the Employer or any employee benefit plan of the Employer or any person holding common stock of the Employer for or pursuant to such plan. For the purpose of determining who is an Acquiring Person, the percentage of the outstanding shares of the common stock of which a person is a beneficial owner shall be calculated in accordance with Rule 13d-e of the Exchange Act.

(e) "Code" means the Internal Revenue Code of 1986, as now in effect or hereafter amended.

(f) "Committee" means the Compensation Committee of the Board.

(g) "Compensation" means (i) an Employee's base salary paid and any other cash incentive compensation paid during a Plan Year from the Employer except the annual bonus, (ii) bonuses attributable to a Plan Year regardless of whether paid during such Plan Year, and (iii) any salary reduction contributions made on behalf of, or compensation deferrals elected by, the Participant during a Plan Year to or under any plan maintained by the Employer under Code Sections 401(k) or 125 and under any nonqualified savings plan of the Employer which permits the Participant to accumulate amounts in excess of the limits of Section 402(g) of the Code, but shall exclude any amount includible in income by reason of participation in this Supplemental Plan and the amount of any payment, or accrual, of deferred bonuses (i.e., bonuses for which payment is deferred for more than one year from the date for which the services relating to such bonus were performed).

(h) "Competitor" means any corporation, partnership, sole proprietorship, joint venture, association or any other business organization (i) that offers any product or product category offered by the Employer and which product or product category exceeds 10% of the gross revenues or 10% of the pre-tax earnings of the Employer for the Employer's most recently ended fiscal year, and (ii) that conducts business in any location within North America.

(i) "Disability" means any accidental bodily injury or sickness.

(j) "Disability Retirement Date" means the last day of the month coincident with or next following the date on which a Participant terminates employment due to Total Disability.

(k) "Early Retirement Date" means the last day of the month coincident with or next following the date the Participant has attained age 55 and completed 10 Years of Service with the Employer.

(l) "Employee" means an individual who is in the employ of the Employer and who is either a highly compensated employee or a management employee.

(m) "Employer" means Littelfuse, Inc. and any of its wholly-owned subsidiaries.

(n) "Employment Termination Date" means, with respect to any Participant, the date on which the Participant's employment with the Employer is terminated whether because or retirement, resignation, dismissal, Total Disability, or death. Anything else contained in the Supplemental Plan to the contrary notwithstanding, a Participant shall be considered to have terminated employment, or to have retired, if, and only if, the Participant has incurred a separation from service with the Employer as defined in Section 409A of the Code. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(1) A Participant shall not be considered to have separated from service so long as the Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as a Participant retains a right to reemployment with the Employer under an applicable statute or by contract.

(2) Regardless of whether his employment has been formally terminated, a Participant will be considered to have separated from service only as of the date it is reasonably anticipated that no further services will be performed by the Participant for the Employer, or that the level of bona fide services the Participant will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Participant has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Participant shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(3) For purposes of determining whether a Participant has separated from service, all services provided for the Employer, or for any other entity that is part of a controlled group that includes the Employer as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that a Participant shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Employer or any other such entity.

(o) "ERISA" means the Employee Retirement Income Security Act of 1974, as now in effect or hereafter amended.

(p) "Final Average Compensation" means the average annual Compensation paid to the Participant by the Employer during the five consecutive calendar year period preceding his termination of employment with the Employer.

(q) "Normal Retirement Age" means age 62.

(r) "Normal Retirement Date" means the last day of the month coincident with or next following the date the Participant attains Normal Retirement Age.

(s) "Participant" means a person who has satisfied the requirements of Sections 3.1 and 3.2.

(t) "Plan Year" means the calendar year; provided the initial Plan Year means the period beginning October 1, 1993 and ending December 31, 1993.

(u) "Targeted Retirement Benefit" means with respect to each Participant the amount determined under the formula set forth in Section 3.3.

(v) "Terminated for Cause" means an Employee's termination of employment due to any one of the following:

(i) The Employee's felonious theft from the Employer, embezzlement of Employer funds, or any other fraud or dishonesty in any dealings with the Employer.

(ii) The Employee's acceptance of any bribe, kick-back or other item of value from any person as consideration for acting or failing to act on behalf of the Employer.

(iii) The Employee fails or refuses to competently perform the duties that the Employee is reasonably expected to perform, occasioned other than by reason of the Total Disability of the Employee, and such failure or refusal is not cured within sixty (60) calendar days after receipt of written notice from the Employer specifying said failure or refusal, such notice being given pursuant to a resolution adopted by the Board.

(iv) The Employee is convicted of any felony or crime involving moral turpitude.

(w) Total Disability means that the Participant has been determined to suffer from a Disability which entitles him to benefits under the long term disability plan of the Employer in which the Participant participates (or would be eligible to participate but for an election not to do so), or if the Employer does not maintain any such plan, means that the Participant has been determined to have been disabled by the Social Security Administration as of his Employment Termination Date.

(x) "Valuation Date" means the last day of each Plan Year and the date the Supplemental Plan is terminated.

(y) "Year of Service" means each twelve (12) consecutive month period during which the Participant is a full-time Employee of the Employer, commencing on the Employee's date of hire and each subsequent anniversary of such date.

(z) "Late Retirement Date" means the earlier of (i) the last day of the month coincident with or next following the date on which the Participant terminates employment after his Normal Retirement Date, or (ii) the last day of the Plan Year during which the Participant attains age 70-1/2.

In addition, other terms are defined in Article III which are used in the calculation of benefits.

2.2 Gender and Number. Except when otherwise indicated by the context, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular, and the singular shall include the plural.

2.3 Employment Rights. Establishment of this Supplemental Plan shall not be construed to give any Participant the right to be retained by the Employer or the right to any benefits not specifically provided by this Supplemental Plan.

2.4 Severability. In the event any provision of this Supplemental Plan shall be held invalid or illegal for any reason, any illegality or invalidity shall not affect the remaining parts of this Supplemental Plan, but this Supplemental Plan shall be construed and enforced as if the illegal or invalid provision had never been inserted, and the Employer shall have the privilege and opportunity to correct and remedy such questions of illegality or invalidity by amendment as provided in this Supplemental Plan.

2.5 Applicable Law. This Plan is intended to be exempt from Title IV of ERISA. This Plan shall be governed and construed in accordance with Title I of ERISA (including the exclusion for plans of this type contained therein) and the laws of the State of Illinois to the extent not preempted by ERISA. This Supplemental Plan is also intended to comply with the requirements of Section 409A of the Code and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Supplemental Plan shall be construed in such a manner that no amounts payable to a Participant are subject to the additional tax and interest provided in Section 409A(a)(1)(B) or Section 409A(b) of the Code.

ARTICLE III. SUPPLEMENTAL PLAN BENEFITS

3.1 Eligibility for Participation. From time to time the Board, by resolution, shall name the Employee or Employees who are eligible to participate in the Supplemental Plan.

3.2 Participation. Any Employee shall become a Participant as of the date the Board specifies that the Employee is eligible to participate in the Supplemental Plan pursuant to Section 3.1.

3.3 Target Benefit.

(a) Targeted Retirement Benefit. The amount of a Participant's Targeted Retirement Benefit shall equal the excess, if any, of: (i) 65% of the Participant's Final Average Compensation (determined as of the Valuation Date) multiplied by a fraction (not in excess of one), the numerator of which equals the Participant's anticipated Years of Service with the Employer beginning on the Participant's date of hire by the Employer (or such other date as is specified for the Participant in the Board resolution initially naming such Employee as eligible to participate in this Supplemental Plan) and ending on his Normal Retirement Date or, if later, the Valuation Date, and the denominator of which is 12; over (ii) the Offset Amount as defined in subsection (b).

(b) Offset Amount. A Participant's Offset Amount is (i) the value of the Participant's accrued benefit under any qualified retirement plan (existing or to be adopted) sponsored by the Employer attributable to 'employer contributions' within the meaning of Section 411(c)(1) of the Code (other than employer contributions made pursuant to an employee's election that meets the requirements of Section 401(k)(2) of the Code), and (ii) 50% of the amount of the Participant's Social Security retirement benefit. For purposes of determining a Participant's Offset Amount under this subsection (b), the value of each of the benefits described in the preceding sentence shall be projected to the Participant's Normal Retirement Date or, if later, the Valuation Date, and converted to a 50% joint and survivor annuity commencing on the Participant's Normal Retirement Date or, if later, the Valuation Date. The conversion, if any, shall utilize the actuarial assumptions set forth in Section 3.5(d). The projection of any defined contribution plan account balance shall be based upon the value of the Participant's plan accounts on the Valuation Date with earnings projected until the Participant's Normal Retirement Date or, if later, the Valuation Date based on the interest rate set forth in Section 3.5(a).

3.4 Allocation Formula.

(a) As of each Valuation Date that occurs coincident with or prior to a Participant's Normal Retirement Date, the Account of a Participant shall be credited with an amount which would be necessary to fund such Participant's Targeted Retirement Benefit, determined as of each Valuation Date, through level annual contributions. As of each Valuation Date that occurs after a Participant's Normal

Retirement Date but coincident with or prior to his Late Retirement Date, the Account of each Participant shall be credited with an amount which would be necessary to fund the difference between (i) the Participant's Targeted Retirement Benefit determined as of the Valuation Date and (ii) the Participant's Targeted Retirement Benefit determined as of the immediately preceding Valuation Date; provided, however that in no event shall the difference be less than zero. The determination of the amount necessary to fund a Targeted Retirement Benefit shall be based on (i) the individual level premium method, and (ii) the actuarial assumptions set forth in Section 3.5. For a Plan Year, a Participant's Account shall be credited in accordance with this Section 3.4(a); provided, that the Participant is an Employee on the last day of the Plan Year. The immediately preceding sentence shall not apply for a Plan Year during which (i) the Supplemental Plan is terminated, or (ii) a Participant has terminated employment on or after attainment of Normal Retirement Age or due to death or Total Disability.

(b) As of each Valuation Date, the Account of each Participant shall be credited with interest at the rate set forth in Section 3.5 that has accrued on the Account since the immediately preceding Valuation Date. Each Plan Year, a Participant's Account shall be credited in accordance with this Section 3.4(b) until the Plan Year during which the Participant's benefits commence pursuant to Section 3.7, except as otherwise provided.

3.5 Actuarial Assumptions. Actuarial assumptions used under this Supplemental Plan shall be as follows:

(a) Post-retirement interest rate of 8.00% with post-retirement mortality based on the 1983 Group Annuity Mortality Table.

(b) A pre-retirement interest rate of 8.00% and no pre-retirement mortality.

(c) For purposes of determining the Offset in Section 3.3(b), the projection of Social Security retirement benefits shall be based upon the law as in effect on the Valuation Date, and shall assume (i) no cost of living increases in Social Security retirement benefits, and (ii) no increase in Participant Compensation (based on the Participant's Compensation for the full calendar year ending on or immediately prior to a Valuation Date) through the Participant's Normal Retirement Date or, if later, the Valuation Date.

(d) For purposes of converting a Participant's benefits under a qualified defined benefit plan as required under Section 3.3(b), the actuarial assumptions under such plan shall be used.

(e) For purposes of accruing interest under Section 3.8(b)(ii), the rate of interest as of a Valuation Date shall be the average annual rate of interest charged on long-term debt (including the current portion) of the Employer for the calendar year immediately preceding the Valuation Date.

3.6 Vesting.

(a) A Participant shall vest in his Account balance pursuant to the following table:

If a Participant's Years of Service is	The Participant's vested percentage in his Account shall be
1	0
2	0
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10	100

(b) Notwithstanding the vesting schedule specified in Section 3.6(a), a Participant's vested percentage in his Account balance shall be 100% upon his death, Total Disability or attainment of Normal Retirement Age.

(c) Notwithstanding the vesting schedule specified in Section 3.6(a), a Participant shall forfeit his entire Account balance if (i) he is Terminated for Cause, or (ii) he is employed by a Competitor within two years of his Employment Termination Date. If the Employer or the Committee determines that a Participant has become employed by a Competitor within two years from the Participant's Employment Termination Date, the Employer or Committee shall send to the Participant a written demand (the "Demand") for the Participant to repay to the Employer any amounts paid to the Participant under this Supplemental Plan. The Participant shall make such repayment within thirty (30) calendar days after the date the Demand is mailed to the Participant. The repayment shall be made by certified check, cashiers check, wire transfer or such other method as required by the Employer. The Demand must be mailed within one year from the date the Participant started employment with the Competitor; otherwise such Demand shall be without force and effect and the Participant shall not be required to repay any amounts to the Employer under this subsection (c). If a Participant fails to repay on a timely basis all or some portion of the amount due the Employer under this subparagraph (c), the Employer shall be entitled to receive from the Participant any attorneys' fees and costs that it incurs in connection with the collection of such amount.

3.7 Payment of Benefits. A Participant's benefit under this Supplemental Plan shall be based on his vested Account balance and shall commence pursuant to the rules specified in this Section 3.7 and Section 3.8.

(a) Termination of Employment. Except as otherwise provided below, distribution of a Participant's benefit shall commence on the first business day that is at least six

months after his Employment Termination Date. Such benefit shall be paid in the form specified in Section 3.8.

(b) Election of Later Date. A Participant may elect to commence his benefit on the later of the date specified in paragraph (a) or the day the Participant attains a specified age. Such election must be made not later than December 31, 2007, for a Participant who is a Participant on such date, or within 30 days after the date on which the Participant is first designated as eligible to participate pursuant to Section 3.2 (provided that the Participant did not previously participate in any nonaccount balance plan required to be aggregated with the Plan pursuant to Code Section 409A). Any election pursuant to this paragraph (a) shall be made in writing in accordance with procedures established by the Committee, and shall be irrevocable after the last day for making the election.

(c) Termination of Employment Due to Total Disability. Distribution of a Participant's benefit who terminates employment by reason of Total Disability shall commence as soon as administratively feasible, but in no event more than 90 days, following the Participant's Disability Retirement Date.

(d) Termination of Employment Due to Death. If a Participant dies prior to termination of employment, or after termination of employment but prior to the commencement date determined under paragraph (a) or (b), distribution of benefits shall be made to the Participant's Beneficiary as soon as administratively feasible, but in no event more than 90 days, following the date of the Participant's death.

(e) Nondeductible Payments. If the Employer reasonably anticipates that any payment to a Participant for a taxable year of the Employer would not be deductible by the Employer solely by reason of the limitation under Section 162(m) of the Code, the Employer shall limit the benefit to the amount which is deductible by the Employer. The amount by which the Participant's benefit is reduced shall be retained in the Participant's Account shall be distributed to the Participant or his or her Beneficiary (in the event of the Participant's death) in the first calendar year in which the Employer reasonably anticipates that the deductibility of such distribution will not be limited by Section 162(m) or, if earlier, during the period that commences on the day that is specified in paragraph (a) or (b) and ends on the later of the last day of the year in which the day specified in paragraph (a) or (b) occurs or the 15th day of the third month following the day specified in paragraph (a) or (b); provided that all other distributions of deferred compensation the deductibility of which would also be limited by Section 162(m) are also deferred.

(f) Inclusion in Income. Anything else contained herein to the contrary notwithstanding, if any portion of a Participant's Account is included in his taxable income by reason of Section 409A of the Code, the portion so included shall be distributed to him as soon as administratively feasible."

3.8 Forms of Distribution. A Participant's benefit payment under this Supplemental Plan shall be based on the value of the Participant's vested Account balance, determined as of the Valuation Date immediately preceding the date benefit payments commence. The conversion of a benefit payment to an annuity form shall be based on the actuarial assumptions set forth in Section 3.5. A Participant's benefit shall automatically be paid in the normal form specified in paragraph (a) below, unless the Participant elects an optional form of payment specified in paragraph (b) or (c) below.

(a) Normal Form of Payment. A Participant's benefit shall be paid in a lump sum equal to the Participant's vested Account balance unless the Participant elects to receive an optional form of payment as provided in paragraph (b). Such election must be made not later than December 31, 2007, for a Participant who is a Participant on such date, or within 30 days after the date on which the Participant is first designated as eligible to participate pursuant to Section 3.2 (provided that the Participant did not previously participate in any nonaccount balance plan required to be aggregated with the Plan pursuant to Code Section 409A). Notwithstanding the foregoing, a Participant who has elected payment in the form of a life annuity may elect a different form of life annuity that is actuarially equivalent (but not any other form of payment) at any time until payment commences. Any election pursuant to this paragraph (a) shall be made in writing in accordance with procedures established by the Committee, and shall be irrevocable after the last day for making the election.

(b) Optional Forms of Payment. In lieu of the normal form of benefit, a Participant may elect one of the following optional forms of benefit:

(i) For a Participant who is married on the date his benefits start, a monthly benefit payable for the lifetime of the Participant and upon the Participant's death a monthly benefit equal to fifty percent (50%) of the Participant's monthly benefit payable to the Participant's surviving spouse for the spouse's lifetime.

(ii) A monthly benefit payable for the lifetime of the Participant, with no benefits payable after the death of the Participant.

(iii) A monthly benefit payable for the lifetime of the Participant with a guaranteed payment period of up to 120 months (as selected by the Participant). If a Participant dies prior to the end of the guaranteed payment period, the monthly benefit for the remaining portion of such period shall be paid to the Participant's designated Beneficiary with no benefits payable after the end of such period. If a Participant dies after the end of the guaranteed payment period, no monthly benefit shall be paid thereafter. As of each Valuation Date occurring during the guaranteed payment period, the Account of such Participant shall be credited with interest at the rate set forth in Section 3.5(e) that has accrued since the immediately preceding Valuation Date (or, if occurring at a later date, since the date benefit payments commenced) if the payment period is less

than 48 months. If the guaranteed payment period is in excess of 47 months, the Account of such Participant shall be credited with interest that has accrued since the immediately preceding Valuation Date (or, if occurring at a later date, since the date benefit payments commenced) at the greater of (x) the rate set forth in Section 3.5(e) plus two percentage points, or (y) the rate set forth in Section 3.5(b). The Participant's monthly benefit payment shall be adjusted on each Valuation Date occurring during the guaranteed payment period to reflect changes in the Participant's Account due to the accrual of interest.

(c) Payment on Death. Payment to a Participant's Beneficiary pursuant to Section 3.7(c) shall be paid in a lump sum, unless the Participant elects payment in accordance with paragraph (b)(ii) or (b)(iii) (substituting the life of the Beneficiary for that of the Participant). The form of payment to the Beneficiary need not be the same as the form of payment to the Participant. Election of a form of payment to the Beneficiary may be made either at the time described in paragraph (a) or at least one year prior to the Participant's death, and any election made after the time specified in paragraph (a) shall be null and void if the Participant dies within one year after making the election.

3.9 Beneficiary Designation. The Participant shall have the right, at any time, to submit to the Employer a written designation of a Beneficiary to whom payment of the Participant's benefit under the Plan shall be made in the event of the Participant's death prior to complete distribution of the Participant's benefit in accordance with the provisions hereunder. The designation of a Beneficiary shall be made at such time and in such manner as the Committee may require.

ARTICLE IV. GENERAL PROVISIONS

4.1 Action by the Employer. Any action required of or permitted by the Employer under this Supplemental Plan shall be by resolution of the Board or any person or persons authorized by resolution of the Board, including, but not limited to, the Committee.

4.2 Administration. This Supplemental Plan shall be administered by the Committee. The Committee shall have, to the extent appropriate, the same powers, rights, duties, and obligations with respect to this Supplemental Plan as it would have if it were charged with the duties of the Plan Administrator of any retirement plan qualified under Section 401(a) of the Code. The Committee is specifically granted the authority to interpret, in its sole discretion, all terms and provisions of this Supplemental Plan.

4.3 Expenses. The expenses of administering this Supplemental Plan shall be borne by the Employer.

4.4 Indemnification and Exculpation. The members of the Committee, its agents and officers, directors and employees of the Employer shall be indemnified and held harmless by the Employer against and from any and all loss, cost, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be party or in which they may be involved by reason of any action taken or failure to act under this Supplemental Plan and against and from any and all amounts paid by them in settlement (with the Employer's written approval) or paid by them in satisfaction of a judgment in any such action, suit, or proceeding. The foregoing provision shall not be applicable to any person if the loss, cost, liability, or expense is due to such person's gross negligence or willful misconduct. The rights of indemnification contained in this Section 4.4 are in addition to and in no way affect any rights to indemnification otherwise provided under the Employer's by-laws.

4.5 Funding. All benefits paid under this Plan shall be paid from the general assets of the Employer subject to Section 4.6. Such amounts shall be reflected on the accounting records of the Employer but shall not be construed to create or require the creation of a trust, custodial, or escrow account. Any amounts credited to a Participant's Account under the Plan and any earnings thereon shall remain the property of the Employer. To the extent that any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create a trust or fiduciary relationship of any kind between the Employer and an Employee, his Beneficiary, or any other person.

4.6 Change in Control.

(a) Contemporaneous with the execution of this Supplemental Plan, the Employer shall establish and execute an irrevocable grantor trust ("Rabbi Trust") within the meaning of Sections 671 through 679 of the Code with corpus and income of the Rabbi Trust to be treated as assets and income, respectively, of the Employer for purposes of federal, state and local income tax laws. The Rabbi Trust shall be executed on behalf of the Employer by an authorized officer of the Employer and

on behalf of the trustee of the Rabbi Trust by an authorized officer of the trustee (the "Trustee"). The Trustee shall be selected by the Board and shall be a financial institution with assets of at least $500,000,000 and with offices located within the United States. At the time of its execution, the Employer shall initially contribute to the Rabbi Trust the amount of $1,000. The Rabbi Trust shall be a means of segregating and accumulating funds to be used to pay benefits pursuant to the terms of the Supplemental Plan and no part of the assets of the Rabbi Trust shall be recoverable by the Employer until all benefits payable under the Plan have been paid to Participants and Beneficiaries; provided, however, that the assets of the Rabbi Trust shall be subject at all times to the claims of the Employer's creditors. The Employer shall be relieved of any obligation to pay any benefits under this Supplemental Plan to the extent that obligation has been discharged through payments made under the Rabbi Trust. Except as otherwise provided in this Section 4.6, the Employer shall be under no obligation to contribute funds to the Rabbi Trust.

(b) Within one business day of a Change in Control, the Employer shall wire transfer funds to the Trustee in an amount equal to the aggregate value of all Participants' vested Account balances determined as of the Valuation Date immediately preceding or coincident with such Change in Control.

(c) Anything else contained herein to the contrary notwithstanding, (1) no transfer shall be made to the Rabbi Trust (and no assets of the Employer shall otherwise be restricted for the payment of benefits under the Supplemental Plan, whether or not such assets are subject to the claims or creditors) if such transfer would be considered to be made in connection with a change in the Employer's financial health within the meaning of Section 409A(b)(2) of the Code, and (2) no transfer shall be made to the Rabbi Trust (and no assets of the Employer shall otherwise be set aside or reserved) for payment of benefits to a Participant who is either a covered employee as defined in Section 162(m)(3) of the Code, or subject to Section 16(a) of the Securities Exchange Act of 1934, during any restricted period with respect to any defined benefit pension plan as defined in Section 409A(b)(3) of the Code.

4.7 Interests not Transferable. The interests of the Participants and their beneficiaries under this Supplemental Plan are not subject to the claims of their creditors and may not be voluntarily or involuntarily transferred, assigned, alienated, or encumbered.

4.8 Cessation of Business. In the event that the Employer is liquidated in a corporate dissolution taxed under Section 331 of the Code, or the dissolution of the Supplemental Plan is approved by a bankruptcy court pursuant to Section 503(b)(1)(A) of the U.S. Bankruptcy Code, the Supplemental Plan shall be dissolved as soon as possible but not later than 12 months after such corporate dissolution or court approval, and all Participant's Accounts shall be fully vested and distributed to them in a lump sum as soon as administratively feasible after the date of dissolution.

4.9 Effect on Other Benefit Plans. Amounts credited or paid under this Supplemental Plan shall not be considered to be compensation for the purposes of calculating benefits under any other employee benefit plans maintained by the Employer. Notwithstanding the foregoing, the treatment of such amounts under any other employee benefit plan or other compensation arrangement may be determined pursuant to the provisions of such plan.

4.10 Claims and Appeals Procedure. Each person asserting a right to benefits under the Supplemental Plan (the "Applicant") must submit a written claim for benefits to the Employer. Such claim shall be filed not more than one year after the Applicant knows, or with the exercise of reasonable diligence would know, of the basis for the claim. A formal claim shall not be required for the distribution of a Participant's Account in the ordinary course of business, but in any case a claim that relates to a dispute over the amount of a distribution shall be filed not more than one year after the distribution is paid.

If a claim for benefits by the Applicant is denied, in whole or in part, the Employer, shall furnish the Applicant within 90 days after receipt of such claim, a written notice which specifies the reason for the denial, refers to the pertinent provisions of the Supplemental Plan on which the denial is based, describes any additional material or information necessary for properly completing the claim and explains why such material or information is necessary, and explains the claim review procedures of this Section 4.10. Such notice will further describe that the Applicant has a right to bring a civil action under Section 502 of ERISA if his claim is denied after an appeal and review, subject to Section 4.11. The 90-day period may be extended by up to an additional 90 days if required by special circumstances, in which event the Applicant shall be notified in writing by the end of the initial 90-day period of the reason for the extension and an estimate of when the claim will be processed.

Any Applicant whose claim is denied under the provisions described above may request a review of the denied claim by written request to the Committee within 60 days after receiving notice of the denial. If such a request is made, the Committee shall make a full and fair review of the denial of the claim and shall make a decision not later than 60 days after receipt of the request, unless special circumstances (such as the need to hold a hearing) require an extension of time, in which case a decision shall be made as soon as possible but not later than 120 days after receipt of the request for review, and written notice of the reason for the extension and an estimate of when the review will be complete shall be given to the Applicant before the commencement of the extension. The decision on review shall be in writing and shall include specific reasons for the decision and specific references to the pertinent provisions of the Supplemental Plan on which the decision is based. Such notice will further describe that the Applicant has a right to bring a civil action under Section 502 of ERISA, subject to Section 4.11.

No person entitled to benefits under the Supplemental Plan shall have any right to seek review of a denial of benefits, or to bring any action to enforce a claim for benefits, in any court or administrative agency (including any arbitration pursuant to Section 4.11) prior to his filing a claim for benefits and exhausting all of his rights under this Section 4.10, or more than 180 days after he receives the Committee's decision on review of the denial of his claim. Although not required to do so, an Applicant, or his representative, may choose to state the reason or reasons he believes he is entitled to benefits, and may choose to submit written evidence, during the initial claim process or review of claim denial process. However, failure to state any such reason

or submit such evidence during the initial claim process or review of claim denial process, shall permanently bar the Applicant, and his successors in interest, from raising such reason or submitting such evidence in any forum at any later date. An Applicant whose claim is denied initially or on review is entitled to receive, on request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to such claim for benefits.

The provisions of this Section 4.10 are intended to comply with the requirements of Department of Labor Regulations Section 2560.503-1 and shall be so construed. Consistent with such requirements, each Claimant shall have the right to be represented by a qualified representative (who need not be an attorney) and to receive upon written request copies of all documents, records or other information that are relevant to his claim as defined in Section 2560.503-1(m)(8).

4.11 Arbitration. Subject to Section 4.10, either a Participant or the Employer shall have the right to elect (in lieu of litigation) within the time period specified in this Section 4.11 to have any dispute or controversy arising under or in connection with the Plan settled by arbitration, conducted before a panel composed of three arbitrators (the "Arbitration Panel"), the Participant and Employer each selecting one arbitrator and the Chicago office of the American Arbitration Association ("AAA") selecting one arbitrator with such Arbitration Panel sitting in a location selected by the Employer within 25 miles from the location of the Employer's principal place of business. A party must give written notice (the "Arbitration Notice") to all affected parties and the Committee of its election to arbitrate a dispute arising under the Supplemental Plan. The Arbitration Notice shall set forth in detail the party's position as to the disputed matter or matters. The Arbitration Notice may be provided to the other party and the Committee at any time; provided, however that the Arbitration Notice must be provided upon the earlier of (i) sixty (60) calendar days from the date any party hereunder has filed suit in any court of competent jurisdiction regarding the disputed matter or matters set forth in the Arbitration Notice, or (ii) the date the statute of limitations has elapsed for filing a suit in any court of competent jurisdiction with respect to the disputed matter or matters set forth in the Arbitration Notice. The Participant and Employer shall within five (5) calendar days of the date the Arbitration Notice is given provide written notice to the Committee of the individual approved by such party to serve as an arbitrator. The Committee shall within five (5) calendar days of the date the Arbitration Notice is given request that the AAA select an individual to serve as the third arbitrator. Upon receipt of the name of the third arbitrator selected by AAA, the Committee shall promptly deliver to the parties notice of the selection of the three arbitrators to serve on the Arbitration Panel together with each arbitrator's name and address. The determination of a majority of the three arbitrators serving on the Arbitration Panel shall be final and binding upon the parties. To the extent not otherwise inconsistent with the express provisions of this Plan, the rules of the AAA then in effect shall apply unless the Participant and the Employer otherwise agree. Judgment may be entered on the award of the Arbitration Panel in any court having jurisdiction. The Arbitration Panel, in its sole discretion, may award attorneys' fees and costs to the party in whose favor the Arbitration Panel rules.

4.12 Notice. Any notices, requests, demands, elections, or other communications provided by this Plan shall be sufficient if in writing and sent by registered or certified mail to the Participant at the last address he has filed in writing with the Employer, or, in the case of the Employer, at its principal offices.

4.13 Tax Liability. The Employer may withhold from any payment of benefits hereunder any taxes required to be withheld and such sum as the Employer may reasonably estimate to be necessary to cover any taxes for which the Employer may be liable to withhold on behalf of a Participant and which may be assessed with regard to such payment.

4.14 Successors. Any successor to the Employer may adopt this Plan and, in such event, shall be subject to all of the provisions of the Supplemental Plan to the same extent as the Employer. As used in this Supplemental Plan, the term "successor" shall mean any person, firm, corporation, or business entity which at any time, whether by merger, purchase, or otherwise, acquires all or essentially all of the assets or business of the Employer.

ARTICLE V. AMENDMENT AND TERMINATION

5.1 Amendment. The Employer reserves the right to amend this Supplemental Plan from time to time, except as follows:

(a) No amendment to the Supplemental Plan shall have the effect of reducing or eliminating any benefits payable or accrued but not yet payable under the terms of this Supplemental Plan as of the date of the amendment.

(b) No amendments may be made to Sections 2.1(d) and 4.6 with respect to a Participant without the express written approval of such Participant.

(c) Article II and Article III may be amended at any time provided, however, that such amendment shall not take effect until twelve months after its adoption if less than 75% of the Participants consent in writing to the amendment. This paragraph (c) shall not apply to Section 3.5 which may be amended at any time by the Employer.

(d) No amendment by the Employer or any successor shall change the provisions of Sections 5.1(a), 5.1(b), 5.1(c) and this 5.1(d) hereof.

5.2 Termination. Upon termination, the Accounts of all Participants shall be fully vested, and shall be paid upon each Participant's Employment Termination Date in accordance with Article III, unless the Committee determines that the Supplemental Plan may be amended in connection with such termination to provide for an immediate distribution of all Participants' Accounts consistently with Section 409A of the Code.

IN WITNESS WHEREOF, Littelfuse, Inc. has caused this instrument to be executed by its duly authorized officers pursuant to a resolution of the Board of Directors, this 26th day of October, 2007.

LITTELFUSE, INC.

By /s/ Gordon Hunter

Chairman of the Board of Directors

ATTEST:

By /s/ Mary S. Muchoney

Corporate Secretary

EXHIBIT 10.4

AMENDED AND RESTATED LITTELFUSE DEFERRED COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS

ARTICLE I
PURPOSE OF THE PLAN

The purpose of the Littelfuse Deferred Compensation Plan for Non-employee Directors (the "Plan") is to promote the ownership by non-employee directors of Littelfuse, Inc., a Delaware corporation (the "Company"), of shares of common stock, $.01 par value, of the Company (the "Company Common Stock"), by allowing them to elect to receive shares of the Company Common Stock in lieu of their receiving some or all of the cash compensation which they would otherwise be entitled to receive as payment for their services as directors of the Company. The Company believes that ownership of the Company Common Stock by its non-employee directors aligns the interests of such non-employee directors more closely with the interests of the stockholders of the Company and that the Plan will also assist the Company in attracting and retaining highly qualified persons to serve as non-employee directors of the Company.

The Plan was originally adopted effective March 17, 2005, and has since been amended. This Plan is hereby amended and restated in its entirety, in order to incorporate all prior amendments and to make certain additional amendments required to comply with Section 409A of the Internal Revenue Code of 1986 (the "Code").

ARTICLE II
ELECTIONS BY ELIGIBLE DIRECTORS

Section 2.1. Eligibility. Any person who is serving as a director of the Company and who is not an employee of the Company or any of its subsidiaries shall be eligible to participate under the Plan (hereinafter referred to individually as an "Eligible Director" and collectively as the "Eligible Directors").

Section 2.2. Compensation. As used herein, the term "Compensation" shall mean any and all fees and retainers payable in cash to an Eligible Director by the Company for his or her services as a director, including, without limitation, his or her annual retainer and meeting fees. A Director shall be deemed to have earned one-fourth of his or her annual retainer fee on the date of each of the four regularly scheduled Board of Directors meetings, whether or not he or she attends such meeting.

Section 2.3. Compensation Deferral for 1995. Not later than June 30, 1995, an Eligible Director may, by filing a written election with the Secretary of the Company, direct the Company (a) to defer some or all of his or her Compensation for 1995 which has not theretofore been earned by such Eligible Director in such amount or percentage as specified by such Eligible Director and (b) to credit the amount of such deferral to an account maintained on the books of the Company for such Eligible Director (the

"Deferred Compensation Account"), such credit to be made as of the date that such Compensation is deemed to have been earned by such Eligible Director.

Section 2.4. Compensation Deferral for 1996. Not later than June 30, 1995, an Eligible Director may, by filing a written election with the Secretary of the Company, direct the Company (a) to defer some or all of his or her Compensation for 1996 in such amount or percentage as specified by such Eligible Director and (b) to credit the amount of such deferral to such Eligible Director's Deferred Compensation Account, such credit to be made as of the date that such Compensation is deemed to have been earned by such Eligible Director.

Section 2.5. Compensation Deferral for 1997 and Later Years. An Eligible Director may, by filing a written election with the Secretary of the Company from time to time, direct the Company (a) to defer some or all of his or her Compensation which is payable to him or her on or after January 1, 1997, in such amount or percentage as specified by such Eligible Director and (b) to credit the amount of such deferral to such Eligible Director's Deferred Compensation Account, such credit to be made as of the date that such Compensation is deemed to have been earned by such Eligible Director. Effective for Compensation paid on or after January 1, 2005, such election may be made within 30 days after an Eligible Director is first elected to the Board. If not made during such 30 day period, the election may be made prior to the beginning of any subsequent year, and shall take effect on the first day of such subsequent year.

Section 2.6. Interest. The Company shall credit the Deferred Compensation Account for each Eligible Director with interest at the rate of eight percent (8%) per annum on the balance of the Deferred Compensation Account from time to time, such credit to be made on a monthly basis.

Section 2.7. Elections. Once an election by an Eligible Director to defer some or all of his or her Compensation becomes effective pursuant to this Article, such election shall remain in effect until written notice terminating or amending said election is delivered by said Eligible Director to the Secretary of the Company. Effective as of January 1, 2005, any termination or amendment of an election shall take effect on the first day of the year following the year in which the notice is delivered to the Secretary.

Section 2.8. Maximum Number of Shares. The maximum number of shares of Company Common Stock which may be issued pursuant to the Plan shall be 160,000 shares.

ARTICLE III
ESTABLISHMENT OF AND CONTRIBUTIONS TO TRUST

Section 3.1. Establishment of Trust. The Company shall establish a trust (the "Trust") with an independent third party trustee approved by the Board of Directors of the Company (the "Trustee") pursuant to a trust agreement approved by the Board of Directors of the Company (the "Trust Agreement") for the purpose of holding shares of the Company Common Stock for the benefit of the Eligible Directors.

Section 3.2. Establishment of Trust Accounts. The Trustee shall establish a separate account under the Trust (a "Trust Account" and, collectively with all other Trust Accounts, the "Trust Fund") for any Eligible Director who elects to defer Compensation pursuant to the Plan.

Section 3.3. Contribution of Shares to Trust Accounts. Commencing on May 16, 2005, and continuing on each business day which is closest to each subsequent August 15, November 15, February 15 and May 15 during the term of the Plan, the Company shall issue in the name of the Trustee and deliver to the Trustee stock certificates representing that number of shares of Company Common Stock which is equal to the balance of the Eligible Director's Deferred Compensation Account on the Valuation Date divided by the Current Market Price; provided, however, that no fractional shares shall be issued. The Company shall reduce such Eligible Director's Deferred Compensation Account by the amount thereof which was used to purchase said shares of Company Common Stock and the Trustee shall credit the Trust Account of such Eligible Director with such number of shares of Company Common Stock. As used herein, the term "Valuation Date" with respect to each such issuance of shares shall mean the date the Company issues said shares and the term "Current Market Price" with respect to each such issuance of shares shall mean the average of the closing prices for shares of the Company Common Stock on The Nasdaq Stock Market on the five days immediately preceding the Valuation Date upon which shares of the Company Common Stock were traded on The Nasdaq Stock Market.

Section 3.4. Dividends and Distributions. All dividends payable in cash with respect to any shares of Company Common Stock held in the Trust for the benefit of an Eligible Director which are received by the Trustee shall be reinvested by the Trustee in shares of Company Common Stock, either pursuant to purchases from the Company or from third parties, credited to the Trust Account of such Eligible Director and held by the Trustee for the benefit of such Eligible Director and distributed to such Eligible Director pursuant to Article IV hereof. All non-cash dividends or other distributions with respect to any shares of Company Common Stock held in the Trust for the benefit of an Eligible Director which are received by the Trustee, or any shares of stock or other securities of another entity into which such shares of Company Common Stock shall be converted or exchanged pursuant to a merger, consolidation, exchange offer or other transaction which are received by the Trustee, shall be credited to such Eligible Director's Trust Account and held by the Trustee for the benefit of such Eligible Director and distributed to such Eligible Director pursuant to Article IV hereof.

Section 3.5. Voting of Shares. All shares of Company Common Stock or other voting securities credited to an Eligible Director's Trust Account shall be voted by and in the discretion of the Trustee.

Section 3.6. Trustee's Fees. All fees and expenses of the Trustee under the Trust Agreement shall be paid by the Company.

Section 3.7. Vesting. Except as otherwise provided in Article V hereof, the interests of the Eligible Directors in their respective Deferred Compensation Accounts and Trust Accounts shall at all times be fully vested and non-forfeitable.

ARTICLE IV
DISTRIBUTION OF ACCOUNTS

Section 4.1. Time of Distributions. Distributions of any amounts or assets credited to an Eligible Director's Deferred Compensation Account and Trust Account shall commence or be made in the manner described in Section 4.2 hereof within ten (10) days after the earlier of: (i) the date of the Eligible Director' termination of service as a director of the Company on account of resignation, removal, replacement, retirement, death or otherwise; or (ii) the date the Board of Directors of the Company determines that it is in the best interests of the Company or such Eligible Director that such distribution shall be made; provided, however, that such Eligible Director must abstain from voting on or with respect to, and may not otherwise participate in, any such determination. The Board of Directors may only direct a distribution pursuant to clause (ii) of any amount that was deferred on or after January 1, 2005 (or the income attributable to such amounts) to the extent the Board of Directors determines that such distribution is necessary to alleviate an unforeseeable emergency, including any tax imposed on the distribution. For purposes of the preceding sentence, an unforeseeable emergency means a severe financial hardship to the Eligible Director resulting from an illness or accident of the Eligible Director (or the Eligible Director's spouse, Beneficiary, or tax dependent); loss of the Eligible Director's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Eligible Director, determined in accordance with regulations or other guidance promulgated under Section 409A of the Code. For purposes of this Section 4.1, an Eligible Director shall not be considered to have terminated his or her service as a director until he has incurred a separation from service as defined in Section 409A of the Code.

Section 4.2. Method of Distribution.

(a) At the time of an Eligible Director's initial election described in Article II, the Eligible Director making such election shall specify in a written notice delivered to the Secretary of the Company whether the amounts and assets credited to his or her Deferred Compensation Account and Trust Account shall be distributed to him or her (or his or her beneficiary) in a single lump sum distribution at the time described in Section 4.1, or in not more than ten annual installments. The first such installment shall be paid not more at the time described in Section 4.1, and subsequent payments shall be made on each anniversary of such date. The amount of each such installment shall be equal to the cash balance in his or her Deferred Compensation Account and the number of shares in his or her Trust Account immediately prior to the distribution divided by the number of installments remaining to be paid (rounded to the next higher number of whole shares with respect to the Trust Account). If an Eligible Director shall fail to make such an election, he or she shall be deemed to have elected a lump sum distribution.

(b) The Eligible Director may change such distribution election from time to time by delivering written notice to the Secretary of the Company, subject to the following. Effective as of January 1, 2008, no change in a distribution election may be made within one year before the Eligible Director terminates his or her service as a director, and if an Eligible Director's service is terminated within one year after notice of any such change is given to the Secretary, such change will be null and void. If an Eligible Director changes his or her distribution election on or after January 1, 2008, then the portion of his or her Deferred Compensation Account, and the number of shares in his or her Trust Account. attributable to amounts deferred after December 31, 2004, and before the first day of the year following the year in which the notice of such change is given to the Secretary (including amounts attributable to earnings), shall be distributed (or begin to be distributed in the case of installments) on the day that is five years after the date it would have been distributed had such change not been made. For purposes of Section 409A of the Internal Revenue Code of 1986, payment in installments shall be considered a single payment.

(c) Any amounts or assets credited to an Eligible Director's Deferred Compensation Account and Trust Account shall be distributed or commence to be distributed to such Eligible Director or his or her beneficiary at the time described in Section 4.1 in the manner so specified. If the Company is not Insolvent (as hereinafter defined) at the time of any distribution, the distributions shall be made from the Eligible Director's Deferred Compensation Account and Trust Account (as applicable) and charged to the Eligible Director's Deferred Compensation Account and Trust Account (as applicable).

Section 4.3. Designation of Beneficiary. Each Eligible Director participating in the Plan shall designate a beneficiary or beneficiaries to whom distributions shall be made pursuant to Section 4.2 in the event of the death of the Director before his or her entire Deferred Compensation Account and Trust Account is distributed. If there is no designated beneficiary, or no designated beneficiary surviving at an Eligible Director's death, the Eligible Director's beneficiary shall be his or her estate. Beneficiary designations shall be made in writing. An Eligible Director may designate a new beneficiary or beneficiaries at any time by filing a new election with the Secretary of the Company.

Section 4.4. Taxes. In the event any taxes are required by law to be withheld or paid from any distributions made pursuant to the Plan, the Company or Trustee (as applicable) shall deduct the amount of such taxes from such distributions and shall transmit the withheld amounts to the appropriate taxing authority or obtain payment from the appropriate Eligible Director of the amount of any such taxes prior to any such distributions.

ARTICLE V
CREDITORS AND INSOLVENCY

Section 5.1. Claims of the Company's Creditors. All balances in the Deferred Compensation Accounts and assets held in the Trust Accounts pursuant to the Plan, and

any issuances of shares of Company Common Stock to be made by the Company and any distribution to be made by the Trustee pursuant to the Plan and Trust Agreement, shall be subject to the claims of the general creditors of the Company, including judgment creditors and bankruptcy creditors. The rights of an Eligible Director or his or her beneficiaries to any assets of the Company or the Trust Fund shall be no greater than the rights of an unsecured creditor of the Company.

Section 5.2. Notification of Insolvency. In the event the Company becomes Insolvent, the Board of Directors of the Company or the President of the Company shall promptly notify the Trustee of that fact. In the event the Company becomes Insolvent, the Company shall not issue any further shares of Company Common Stock under the Plan. The Trustee shall not make any further distributions from the Trust Fund to any Eligible Director or any beneficiary under the Plan after such notification that the Company is Insolvent is received or at any time after the Trustee has knowledge that the Company is Insolvent. Under any such circumstance, the Trustee shall deliver any property held in the Trust Fund only as a court of competent jurisdiction may direct to satisfy the claims of the Company's creditors or otherwise. For purposes of this Plan, the Company shall be deemed to be "Insolvent" if the Company is subject to a pending voluntary or involuntary proceeding as a debtor under the United States Bankruptcy Code, as amended, or is unable to pay its debts as they become due.

ARTICLE VI
MISCELLANEOUS

Section 6.1. Funding. Neither any Eligible Director, nor his or her beneficiaries, nor his or her heirs, successors or assigns, shall have any secured interest in or claim on any property or assets of the Company or the Trust under or pursuant to the Plan or otherwise. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to credit certain amounts to the Deferred Compensation Accounts and to issue and deliver shares of the Company Common Stock to the Trustee for the benefit of the Eligible Directors. The Company shall fund the Trust in accordance with the terms of the Plan, but all assets contained therein shall be and remain subject to the claims of the Company's general creditors as provided in Article V hereof.

Section 6.2. Term of Plan. The Board of Directors of the Company reserves the right to amend the Plan or Trust Agreement or terminate the Plan or Trust at any time; provided, however, that no amendment or termination shall affect the rights of Eligible Directors to amounts or assets previously credited to their Deferred Compensation Accounts or Trust Accounts and, provided further, that the Plan may not be amended more than once every six months, other than to comport with changes in the Code or the Employee Retirement Income Security Act, as amended, or the rules thereunder, if such amendment would cause the Plan not to be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934. Notwithstanding the foregoing, the Trust shall remain in effect until such time as the entire corpus of the Trust Fund has been distributed pursuant to the terms of the Trust Agreement, and the Plan shall remain in effect until

such time as all amounts credited to Eligible Directors' Deferred Compensation Accounts are distributed pursuant to Article IV hereof.

Section 6.3. Assignment. No right or interest of any Eligible Director or his or her beneficiary (or any person claiming through or under such Eligible Director or his or her beneficiary) in any benefit or payment under the Plan or the Trust shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of such Eligible Director.

Section 6.4. Tax Effect. This Plan is intended to be treated as an unfunded deferred compensation plan under the Code and, with respect to amounts deferred on and after January 1, 2005, to comply in all respects with the requirements of Section 409A of the Code and the regulations thereunder, and, to the maximum extent permitted by law, the Plan shall be so construed and administered. It is the intention of the Company that the amounts of Compensation which an Eligible Director elects to have deferred pursuant to the Plan shall not be included in the gross income of such Eligible Director or his or her beneficiaries until such time as the amounts or assets credited to such Eligible Director's Deferred Compensation Account and Trust Account are distributed to the Eligible Director or his or her beneficiary under the Plan. If at any time any amount attributable to the Eligible Directors' Deferred Compensation Accounts or Trust Accounts are includible in the gross income of any Eligible Director or his or her beneficiary before distribution pursuant to Article IV hereof, the amount includible in income shall be immediately distributed to the respective Eligible Director or beneficiary. Distributions described in the preceding sentence shall only be made from the Trust if the Company is not Insolvent at the time for such distribution.

Section 6.5. Compliance with Rule 16b-3. It is the intent of the Company that the Plan comply in all respects with applicable provisions of Rule 16b-3 under the Securities Exchange Act of 1934. Accordingly, if any provision of the Plan does not comply with the requirements of said Rule 16b-3 as then applicable to any such Eligible Director, or would cause any Eligible Director to no longer be deemed a "disinterested person" within the meaning of said Rule 16b-3, such provision shall be construed or deemed amended to the extent necessary to conform to such requirements with respect to such Eligible Director. In addition, the Board of Directors of the Company shall have no authority to make any amendment, alteration, suspension, discontinuation or termination of the Plan or take other action if and to the extent such authority would cause an Eligible Director's transactions under the Plan not to be exempt or any Eligible Director no longer to be deemed a "disinterested person," under said Rule 16b-3.

Section 6.6. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 6.7. Successors. The provisions of this Plan shall bind and inure to the benefit of the Company and its successors and assigns.

Section 6.8. Effective Date of Plan. The Plan shall be effective as of March 17, 1995, subject to approval by the stockholders of the Company. Any Compensation deferral elections, credits to Deferred Compensation Accounts or contributions to the Trust made prior to such stockholder approval shall be contingent on such approval, and if such approval is not obtained prior to June 1, 1995, all Compensation deferral elections shall be deemed to be cancelled and all amounts or assets credited to the Deferred Compensation Accounts and the Trust Accounts shall be distributed to the Eligible Directors or their beneficiaries. Distributions described in the preceding sentence shall only be made if the Company is not Insolvent at the time for such distribution.

Section 6.9. No Right to Continued Service. Nothing contained herein shall be construed to confer upon any Eligible Director the right to continue to serve as a Director of the Company or in any other capacity.

Section 6.10. Compliance with Section 409A. Effective January 1, 2005, the Plan shall be amended as follows:

(i) Distributions. Notwithstanding anything to the contrary contained in the Plan, no distributions shall be permitted or made under the Plan which would cause the Plan not to meet, or be deemed to be operated not in accordance with, the requirements of Section 409A(a)(2) of the Code.

(ii) Acceleration of Benefits. Notwithstanding anything to the contrary contained in the Plan, the acceleration of the time or schedule of any payment or distribution under the Plan which would cause the Plan not to meet, or be deemed to be operated not in accordance with, the requirements of Section 409A(a)(2) of the Code is prohibited, except as provided in regulations promulgated from time to time by the Secretary of the Treasury.

(iii) Elections. Notwithstanding anything to the contrary contained in the Plan, no elections shall be permitted or made under the Plan which will cause the Plan to fail to meet, or be deemed to be operated not in accordance with, the requirements of Section 409A(a)(4) of the Code.

The provisions of this Section 6.10 shall not apply to amounts deferred before January 1, 2005, except to the extent necessary to prevent the Plan from (i) failing to meet the requirements of Section 409A(a)(2), (3) and (4) of the Code or (ii) not being operated in accordance with such requirements.

EXHIBIT 10.5

AMENDED AND RESTATED
CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 2007, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and GORDON HUNTER (hereinafter referred to as the "Executive");

WITNESSETH:

WHEREAS, the Board of Directors of the Company (hereinafter referred to as the "Board") has determined that it is in the best interests of the Company and its stockholders to provide the Executive with certain protections against the uncertainties usually created by a Change of Control (as such term is hereinafter defined); and

WHEREAS, in order to better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefiting the Company and its stockholders, the Company and the Executive have entered into a Change of Control Employment Agreement, dated as of September 1, 2006 (the "Original Agreement"); and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

Section 1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b) hereof) on which a Change of Control (as defined in Section 2 hereof) occurs. Notwithstanding anything to the contrary contained in this Agreement, if a Change of Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the direct or indirect request of a third party who theretofore had taken any steps intended to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement the "Effective Date" shall mean the date immediately prior to the date of such termination of employment.

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on January 1, 2009.

Section 2. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

(a) The acquisition in one or more transactions by any individual, entity or group (hereinafter referred to collectively as a "Person") within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (hereinafter referred to as the "Exchange Act"), of beneficial ownership (within the meaning of, and calculated in accordance with, Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (hereinafter referred to as the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (hereinafter referred to as the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2 or (v) any acquisition by Oaktree Capital Management, LLC, a California limited liability company, or any of its Affiliates or Associates (as used herein, the terms "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act); or

(b) Individuals who, as of the date hereof, constitute the Board (hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (hereinafter referred to as a "Business Combination") unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior

to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company within one year after a Business Combination.

Section 3. Employment Period. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to remain as an employee of the Company, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of such date (the "Employment Period").

Section 4. Terms of Employment.

(a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 20 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary (hereinafter referred to as the "Annual Base Salary"), which shall be paid at a monthly rate, equal to at least twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as used in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (hereinafter referred to as the "Annual Bonus") in cash at least equal to the Executive's highest bonus under the Company's incentive bonus program or any comparable bonus under any predecessor or successor plan, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (hereinafter referred to as the "Recent Annual Bonus"). Each such Annual Bonus shall be paid no later than the fifteenth day of the third month of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus. Any such deferral election shall be made not later than the first day of the fiscal year for which the Annual Bonus is paid, and shall be made in accordance with policies adopted by the Company in compliance with Section 409A.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide

the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this

Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties and such failure is not cured within sixty (60) calendar days after receipt of such written demand; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, any act or failure to act on the part of the Executive in violation or contravention of any order, resolution or directive of the Board of Directors of the Company shall be considered "willful" unless such order, resolution or directive is illegal or in violation of the certificate of incorporation or by-laws of the Company; provided, however, that no other act or failure to act on the part of the Executive, shall be considered "willful," unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the Executive is not elected to, or is removed from, any elected office of the Company which the Executive held immediately prior to the Effective Date;

(ii) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position, authority, duties or responsibilities as contemplated by

Section 4(a) hereof, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iv) the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date; or

(v) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 12(b) hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets 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 and (iii) if the Date of Termination (as defined below) is other than the date of delivery of such notice, specifies the termination date (which date shall be not more than 30 days after the delivery of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of delivery of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination, (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be, and (iv) if the Executive's employment is terminated by the Executive without Good Reason, the last day of employment of the Executive with the Company.

(f) Definition of Termination of Employment. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A.

By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

Section 6. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause or Disability or the Executive shall terminate his employment for Good Reason, the following provisions shall apply:

(i) The Company shall pay to the Executive the amounts set forth in A. and B. below.

A. The sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) an amount, which shall be in satisfaction of the Executive's right to an Annual Bonus for the year that includes the Date of Termination, equal to the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount

being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3) any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"). The Accrued Obligations shall be paid in a lump sum within 30 days after the Date of Termination, except that any deferred compensation referred to in clause (3), and any other amounts that, had the Executive's employment not terminated, would have been paid after the fifteenth day of the third month following the end of the year that includes the Date of Termination, shall be paid at the time and in the form such amounts would have been paid had this Agreement not applied, but no such amount shall be paid sooner than six months after the Date of Termination.

B. The amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus (the "Lump Sum Severance"), which shall be paid in a single lump sum payment six months after the Date of Termination, except as hereinafter provided. If either the Change of Control does not constitute a "change in control event" with respect to the Executive as defined in the regulations under Section 409A, or if the termination date occurs more than two years after the Change of Control, then the Executive shall receive installment payments equal to all 409A Severance Payments that would have been paid pursuant to Section 5(d) of the Amended and Restated Employment Agreement, dated as of December 31, 2007, between the Executive and the Company (the "Employment Agreement"), if the Executive had been terminated pursuant to said Section 5(d) prior to the Effective Date, paid at the same time that such 409A Severance Payments would have been paid pursuant to said Section 5(d), and the balance, if any, of the Lump Sum Severance shall be paid in a lump sum on the first day that is at least six months after the Date of Termination; provided that if the sum of such 409A Severance Payments exceeds the Lump Sum Severance the 409A Severance Payments shall be reduced, in reverse order of payment, until the sum of the 409A Severance Payments equals the Lump Sum Severance; and provided further that if the Executive dies at any time after the Date of Termination the entire remaining unpaid balance of the Lump Sum Severance shall be paid to his estate or designated beneficiary within 30 days after the date of his death.

(ii) During the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated at the premium rates applicable to active employees, which coverage shall constitute the Executive's continuation coverage under Section 4980B of the Code ("COBRA"), and shall be administered in the same manner as COBRA coverage (except for the premium payable and the duration of such coverage, but specifically including provisions relating to termination of coverage if the

Executive becomes eligible for other employer-provided coverage; provided, however, that after the expiration of the period during which the Executive would be eligible for COBRA coverage the Executive will be required to pay the full premium that would be required for a former employee on COBRA coverage, and the Company shall pay to the Executive, on the first day of each month during such coverage, additional severance pay in an amount such that the net amount of such severance pay, after all applicable tax withholding, equals the difference between the full COBRA premium and the premium charged to active employees, which amount shall be applied to the payment of the premium for coverage during such month.

(iii) For a period of up to two (2) years after the Date of Termination, the Company shall provide outplacement services to the Executive for the purpose of assisting the Executive seek new employment at a cost to the Company not to exceed fifteen percent (15%) of the Executive's Annual Base Salary, payable directly to an outplacement service provider; provided, however, that the Company shall have no further obligations to pay for any such outplacement services once the Executive has accepted employment with any third party.

(iv) Notwithstanding anything to the contrary set forth in any stock option plans pursuant to which the Executive has been granted any stock options or other rights to acquire securities of the Company or its Affiliates (the "Plans"), any option or right granted to the Executive under any of the Plans shall be exercisable by the Executive until the earlier of (x) the date on which the option or right terminates in accordance with the terms of its grant, or (y) the expiration of twelve (12) months after the Date of Termination.

(v) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); provided, however, that the total amount of Other Benefits that constitute taxable income to the Executive shall not exceed the limit in effect under Section 402(g)(1)(B) of the Code for the year that includes the Date of Termination, except for (x) any payments pursuant to a plan or policy providing retirement benefits, vacation leave, sick leave, compensatory time, disability pay, or death benefits, (y) payments to indemnify or insure the Executive against claims incurred during his service to the Company, and (z) payments to reimburse the Executive for amounts that, if paid by him and not reimbursed, would be deductible as business expenses, or reasonable moving expenses, which reimbursable expenses are incurred not later than the end of the second year following the year that includes the Date of Termination, and are reimbursed not later than the end of the third year following the year that includes the Date of Termination.

(vi) Notwithstanding anything to the contrary contained in any employment agreement, benefit plan or other document, in the event the Executive's employment shall be terminated during the Employment Period by the Executive for Good Reason or by the Company other than for Cause or Disability, on and after the Date of Termination the

Executive shall not be bound or prejudiced by any non-competition agreement benefiting the Company or its subsidiaries.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A). With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive (which shall be paid at the time and in the form it would otherwise have been paid had this Agreement not applied), and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A) and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

(e) Compliance with Section 409A. The provisions of this Section 6 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 6 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code.

Section 7 Nonexclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 12(f) hereof, shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement.

Section 8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the fullest extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by the Company, the Executive or others in which the Executive is the prevailing party and which involves or relates to the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment from the due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period.

Section 9. Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 9, except as provided in the last sentence of this Section 9(a)) (hereinafter referred to collectively as a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an

amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Regardless of whether the Executive is subject to an Excise Tax, in the event that the Company fails to make any payment at the time or in the form required by Section 6, and as a result it is subsequently determined that Executive is subject to the additional tax and interest provided in Section 409(a)(1)(B) of the Code with respect to any portion of such payment (such additional tax, together with any interest and penalties thereon, are hereinafter collectively referred to as the "Section 409A Penalty") then Executive shall also be entitled to receive an additional payment (a "Section 409A Gross-Up") calculated in the same manner as a Gross-Up Payment by substituting "Section 409A Penalty" for "Excise Tax" for all purposes of this Section 9. The Section 409A Gross-Up shall be considered a Payment for purposes of calculation of any Gross-Up Penalty.

(b) Subject to the provisions of Section 9(c) hereof, all determinations required to be made under this Section 9, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP or such other independent certified public accounting firm as may be designated by the Executive (hereinafter referred to as the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 9, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (hereinafter referred to as the "Underpayment") consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 9(c) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 9(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance. The Company's control of any such contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 9(c) hereof) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Anything else contained herein to the contrary notwithstanding, in no event shall any Gross-Up Payment be paid to the Executive later than the last day of the year following the year in which the Executive pays to the applicable taxing authority the Excise Tax with respect to which the Gross-Up Payment is due. The preceding sentence is included solely in order to satisfy the requirements of Section 409A, and is not to be construed to permit a delay in the time at which a Gross-Up Payment would otherwise be paid.

Section 10. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement. The provisions of this Section 10 shall survive any termination of this Agreement or any termination of the employment of the Executive with the Company.

Section 11. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) 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 assume expressly 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. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 12. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic

transmission to the respective facsimile transmission numbers of the parties set forth below with telephone confirmation of receipt, or when sent by recognized overnight courier or by the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Littelfuse, Inc.
800 E. Northwest Highway
Des Plaines, Illinois 60016

Attention: President (unless the Executive is the President, in which case the communication should be to the attention of all of the Directors of the Company other than the Executive)
Facsimile: (847) 824-3864
Confirm: (847) 391-0304

If to the Executive:

Gordon Hunter
_____
_____
Facsimile: _____
Confirm: _____

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other party hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of two business days after the date of deposit thereof for mailing in a duly constituted United States post office or branch thereof, one business day after deposit with a recognized overnight courier service or upon confirmation of receipt of any facsimile transmission. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a) hereof and/or any other written agreement between the Executive and the Company, prior to the Effective Date the Executive's employment and/or this Agreement may be terminated by either the Executive or the Company at any time prior to the Effective Date upon written notice to the other party, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Change of Control Employment Agreement as of the day and year first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ Gordon Hunter	By: /s/ Ryan K. Stafford
Gordon Hunter	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.6

AMENDED AND RESTATED
CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 2007, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and PHILIP G. FRANKLIN (hereinafter referred to as the "Executive");

WITNESSETH:

WHEREAS, the Board of Directors of the Company (hereinafter referred to as the "Board") has determined that it is in the best interests of the Company and its stockholders to provide the Executive with certain protections against the uncertainties usually created by a Change of Control (as such term is hereinafter defined); and

WHEREAS, in order to better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefiting the Company and its stockholders, the Company and the Executive have entered into a Change of Control Employment Agreement, dated as of September 1, 2006 (the "Original Agreement"); and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

Section 1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b) hereof) on which a Change of Control (as defined in Section 2 hereof) occurs. Notwithstanding anything to the contrary contained in this Agreement, if a Change of Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the direct or indirect request of a third party who theretofore had taken any steps intended to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement the "Effective Date" shall mean the date immediately prior to the date of such termination of employment.

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on January 1, 2009.

Section 2. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

(a) The acquisition in one or more transactions by any individual, entity or group (hereinafter referred to collectively as a "Person") within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (hereinafter referred to as the "Exchange Act"), of beneficial ownership (within the meaning of, and calculated in accordance with, Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (hereinafter referred to as the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (hereinafter referred to as the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2 or (v) any acquisition by Oaktree Capital Management, LLC, a California limited liability company, or any of its Affiliates or Associates (as used herein, the terms "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act); or

(b) Individuals who, as of the date hereof, constitute the Board (hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (hereinafter referred to as a "Business Combination") unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior

to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company within one year after a Business Combination.

Section 3. Employment Period. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to remain as an employee of the Company, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of such date (the "Employment Period").

Section 4. Terms of Employment.

(a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 20 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary (hereinafter referred to as the "Annual Base Salary"), which shall be paid at a monthly rate, equal to at least twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as used in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (hereinafter referred to as the "Annual Bonus") in cash at least equal to the Executive's highest bonus under the Company's incentive bonus program or any comparable bonus under any predecessor or successor plan, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (hereinafter referred to as the "Recent Annual Bonus"). Each such Annual Bonus shall be paid no later than the fifteenth day of the third month of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus. Any such deferral election shall be made not later than the first day of the fiscal year for which the Annual Bonus is paid, and shall be made in accordance with policies adopted by the Company in compliance with Section 409A.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide

the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this

Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties and such failure is not cured within sixty (60) calendar days after receipt of such written demand; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, any act or failure to act on the part of the Executive in violation or contravention of any order, resolution or directive of the Board of Directors of the Company shall be considered "willful" unless such order, resolution or directive is illegal or in violation of the certificate of incorporation or by-laws of the Company; provided, however, that no other act or failure to act on the part of the Executive, shall be considered "willful," unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the Executive is not elected to, or is removed from, any elected office of the Company which the Executive held immediately prior to the Effective Date;

(ii) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position, authority, duties or responsibilities as contemplated by

Section 4(a) hereof, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iv) the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date; or

(v) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 12(b) hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets 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 and (iii) if the Date of Termination (as defined below) is other than the date of delivery of such notice, specifies the termination date (which date shall be not more than 30 days after the delivery of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of delivery of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination, (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be, and (iv) if the Executive's employment is terminated by the Executive without Good Reason, the last day of employment of the Executive with the Company.

(f) Definition of Termination of Employment. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A.

By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

Section 6. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause or Disability or the Executive shall terminate his employment for Good Reason, the following provisions shall apply:

(i) The Company shall pay to the Executive the amounts set forth in A. and B. below.

A. The sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) an amount, which shall be in satisfaction of the Executive's right to an Annual Bonus for the year that includes the Date of Termination, equal to the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount

being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3) any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"). The Accrued Obligations shall be paid in a lump sum within 30 days after the Date of Termination, except that any deferred compensation referred to in clause (3), and any other amounts that, had the Executive's employment not terminated, would have been paid after the fifteenth day of the third month following the end of the year that includes the Date of Termination, shall be paid at the time and in the form such amounts would have been paid had this Agreement not applied, but no such amount shall be paid sooner than six months after the Date of Termination.

B. The amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus, which shall be paid in a lump sum on the first day that is at least six months after the Date of Termination; provided that if the Executive dies during such six month period such amount shall be paid to his estate or designated beneficiary within 30 days after the date of his death.

(ii) The Company shall credit as of the Date of Termination the Account of the Executive under the Littelfuse, Inc. Supplemental Executive Retirement Plan (hereinafter referred to as the "SERP") with an amount equal to the sum of the two respective amounts which would be credited to the Account of the Executive under the SERP on the two Valuation Dates (as such term is defined in the SERP) next succeeding the Date of Termination assuming (A) the Executive would continue to be employed by the Company up to and including said second Valuation Date (hereinafter said period from the Date of Termination until said second Valuation Date is referred to as the "Assumed Employment Period"), (B) the Compensation (as such term is defined in the SERP) of the Executive during each fiscal year during the Assumed Employment Period would be equal to the amount of the Compensation of the Executive during the most recently ended Plan Year (as such term is defined in the SERP) prior to the Date of Termination, and (C) the Company would continue the SERP up to and including said second Valuation Date; provided, however, that if the Executive would reach the age 62 prior to the expiration of the Assumed Employment Period, no amounts shall be credited to the Account of the Executive under the SERP for any Valuation Date occurring after the date that the Executive reaches age 62; and provided further that nothing contained herein shall be construed to alter the time or form of payment of the Executive's benefit under the SERP.

(iii) During the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated at the premium rates applicable to

active employees, which coverage shall constitute the Executive's continuation coverage under Section 4980B of the Code ("COBRA"), and shall be administered in the same manner as COBRA coverage (except for the premium payable and the duration of such coverage, but specifically including provisions relating to termination of coverage if the Executive becomes eligible for other employer-provided coverage; provided, however, that after the expiration of the period during which the Executive would be eligible for COBRA coverage the Executive will be required to pay the full premium that would be required for a former employee on COBRA coverage, and the Company shall pay to the Executive, on the first day of each month during such coverage, additional severance pay in an amount such that the net amount of such severance pay, after all applicable tax withholding, equals the difference between the full COBRA premium and the premium charged to active employees, which amount shall be applied to the payment of the premium for coverage during such month.

(iv) For a period of up to two (2) years after the Date of Termination, the Company shall provide outplacement services to the Executive for the purpose of assisting the Executive seek new employment at a cost to the Company not to exceed fifteen percent (15%) of the Executive's Annual Base Salary, payable directly to an outplacement service provider; provided, however, that the Company shall have no further obligations to pay for any such outplacement services once the Executive has accepted employment with any third party.

(v) Notwithstanding anything to the contrary set forth in any stock option plans pursuant to which the Executive has been granted any stock options or other rights to acquire securities of the Company or its Affiliates (the "Plans"), any option or right granted to the Executive under any of the Plans shall be exercisable by the Executive until the earlier of (x) the date on which the option or right terminates in accordance with the terms of its grant, or (y) the expiration of twelve (12) months after the Date of Termination.

(vi) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); provided, however, that the total amount of Other Benefits that constitute taxable income to the Executive shall not exceed the limit in effect under Section 402(g)(1)(B) of the Code for the year that includes the Date of Termination, except for (x) any payments pursuant to a plan or policy providing retirement benefits, vacation leave, sick leave, compensatory time, disability pay, or death benefits, (y) payments to indemnify or insure the Executive against claims incurred during his service to the Company, and (z) payments to reimburse the Executive for amounts that, if paid by him and not reimbursed, would be deductible as business expenses, or reasonable moving expenses, which reimbursable expenses are incurred not later than the end of the second year following the year that includes the Date of Termination, and are reimbursed not later than the end of the third year following the year that includes the Date of Termination.

(vii) Notwithstanding anything to the contrary contained in any employment agreement, benefit plan or other document, in the event the Executive's employment shall be terminated during the Employment Period by the Executive for Good Reason or by the Company other than for Cause or Disability, on and after the Date of Termination the Executive shall not be bound or prejudiced by any non-competition agreement benefiting the Company or its subsidiaries and any provisions contained in the SERP which would penalize the Executive for being employed by a competitor, including, without limitation, Section 3.6(c) thereof, shall not apply in any respect to the Executive and, effective as of the Date of Termination, the Company waives any right to enforce any such provisions against the Executive.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A). With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive (which shall be paid at the time and in the form it would otherwise have been paid had this Agreement not applied), and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement,

other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A) and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

(e) Compliance with Section 409A. The provisions of this Section 6 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 6 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409(a)(1)(B) of the Code.

Section 7 Nonexclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 12(f) hereof, shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement.

Section 8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the fullest extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by the Company, the Executive or others in which the Executive is the prevailing party and which involves or relates to the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment from the due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period.

Section 9. Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 9, except as provided in the last sentence of this Section 9(a)) (hereinafter referred to collectively as a "Payment") would be subject to the excise tax imposed by Section

4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Regardless of whether the Executive is subject to an Excise Tax, in the event that the Company fails to make any payment at the time or in the form required by Section 6, and as a result it is subsequently determined that Executive is subject to the additional tax and interest provided in Section 409(a)(1)(B) of the Code with respect to any portion of such payment (such additional tax, together with any interest and penalties thereon, are hereinafter collectively referred to as the "Section 409A Penalty") then Executive shall also be entitled to receive an additional payment (a "Section 409A Gross-Up") calculated in the same manner as a Gross-Up Payment by substituting "Section 409A Penalty" for "Excise Tax" for all purposes of this Section 9. The Section 409A Gross-Up shall be considered a Payment for purposes of calculation of any Gross-Up Penalty.

(b) Subject to the provisions of Section 9(c) hereof, all determinations required to be made under this Section 9, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP or such other independent certified public accounting firm as may be designated by the Executive (hereinafter referred to as the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 9, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (hereinafter referred to as the "Underpayment") consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 9(c) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive is informed in writing of such claim and shall apprise the Company of

the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 9(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance. The Company's control of any such contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 9(c) hereof) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof,

a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Anything else contained herein to the contrary notwithstanding, in no event shall any Gross-Up Payment be paid to the Executive later than the last day of the year following the year in which the Executive pays to the applicable taxing authority the Excise Tax with respect to which the Gross-Up Payment is due. The preceding sentence is included solely in order to satisfy the requirements of Section 409A, and is not to be construed to permit a delay in the time at which a Gross-Up Payment would otherwise be paid.

Section 10. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement. The provisions of this Section 10 shall survive any termination of this Agreement or any termination of the employment of the Executive with the Company.

Section 11. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) 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 assume expressly 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. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 12. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of

laws. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below with telephone confirmation of receipt, or when sent by recognized overnight courier or by the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Littelfuse, Inc.
800 E. Northwest Highway
Des Plaines, Illinois 60016
Attention: President (unless the Executive is the President, in which case the communication should be to the attention of all of the Directors of the Company other than the Executive)
Facsimile: (847) 824-3864
Confirm: (847) 391-0304

If to the Executive:

Philip G. Franklin

_____

_____

Facsimile: _____

Confirm: _____

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other party hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of two business days after the date of deposit thereof for mailing in a duly constituted United States post office or branch thereof, one business day after deposit with a recognized overnight courier service or upon confirmation of receipt of any facsimile transmission. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a) hereof and/or any other written agreement between the Executive and the Company, prior to the Effective Date the Executive's employment and/or this Agreement may be terminated by either the Executive or the Company at any time prior to the Effective Date upon written notice to the other party, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Change of Control Employment Agreement as of the day and year first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ Philip G. Franklin	By: /s/ Ryan K. Stafford
Philip G. Franklin	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.7

AMENDED AND RESTATED
CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 2007, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and DAVID R. SAMYN (hereinafter referred to as the "Executive");

WITNESSETH:

WHEREAS, the Board of Directors of the Company (hereinafter referred to as the "Board") has determined that it is in the best interests of the Company and its stockholders to provide the Executive with certain protections against the uncertainties usually created by a Change of Control (as such term is hereinafter defined); and

WHEREAS, in order to better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefiting the Company and its stockholders, the Company and the Executive have entered into a Change of Control Employment Agreement, dated as of September 1, 2006 (the "Original Agreement"); and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

Section 1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b) hereof) on which a Change of Control (as defined in Section 2 hereof) occurs. Notwithstanding anything to the contrary contained in this Agreement, if a Change of Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the direct or indirect request of a third party who theretofore had taken any steps intended to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement the "Effective Date" shall mean the date immediately prior to the date of such termination of employment.

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on January 1, 2009.

Section 2. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

(a) The acquisition in one or more transactions by any individual, entity or group (hereinafter referred to collectively as a "Person") within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (hereinafter referred to as the "Exchange Act"), of beneficial ownership (within the meaning of, and calculated in accordance with, Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (hereinafter referred to as the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (hereinafter referred to as the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (hereinafter referred to as a "Business Combination") unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan

(or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company within one year after a Business Combination.

Section 3. Employment Period. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to remain as an employee of the Company, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of such date (the "Employment Period").

Section 4. Terms of Employment.

(a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 20 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary (hereinafter referred to as the "Annual Base Salary"), which shall be paid at a monthly rate, equal to at least twelve times the highest monthly base salary paid

or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as used in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (hereinafter referred to as the "Annual Bonus") in cash at least equal to the Executive's highest bonus under the Company's incentive bonus program or any comparable bonus under any predecessor or successor plan, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (hereinafter referred to as the "Recent Annual Bonus"). Each such Annual Bonus shall be paid no later than the fifteenth day of the third month of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus. Any such deferral election shall be made not later than the first day of the fiscal year for which the Annual Bonus is paid, and shall be made in accordance with policies adopted by the Company in compliance with Section 409A.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive,

those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician

selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties and such failure is not cured within sixty (60) calendar days after receipt of such written demand; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, any act or failure to act on the part of the Executive in violation or contravention of any order, resolution or directive of the Board of Directors of the Company shall be considered "willful" unless such order, resolution or directive is illegal or in violation of the certificate of incorporation or by-laws of the Company; provided, however, that no other act or failure to act on the part of the Executive, shall be considered "willful," unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the Executive is not elected to, or is removed from, any elected office of the Company which the Executive held immediately prior to the Effective Date;

(ii) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position, authority, duties or responsibilities as contemplated by Section 4(a) hereof, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated,

insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iv) the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date; or

(v) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 12(b) hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets 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 and (iii) if the Date of Termination (as defined below) is other than the date of delivery of such notice, specifies the termination date (which date shall be not more than 30 days after the delivery of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of delivery of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination, (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be, and (iv) if the Executive's employment is terminated by the Executive without Good Reason, the last day of employment of the Executive with the Company.

(f) Definition of Termination of Employment. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

Section 6. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause or Disability or the Executive shall terminate his employment for Good Reason, the following provisions shall apply:

(i) The Company shall pay to the Executive the amounts set forth in A. and B. below.

A. The sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) an amount, which shall be in satisfaction of the Executive's right to an Annual Bonus for the year that includes the Date of Termination, equal to the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3)

any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"). The Accrued Obligations shall be paid in a lump sum within 30 days after the Date of Termination, except that any deferred compensation referred to in clause (3), and any other amounts that, had the Executive's employment not terminated, would have been paid after the fifteenth day of the third month following the end of the year that includes the Date of Termination, shall be paid at the time and in the form such amounts would have been paid had this Agreement not applied, but no such amount shall be paid sooner than six months after the Date of Termination.

B. The amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus, which shall be paid in a lump sum on the first day that is at least six months after the Date of Termination; provided that if the Executive dies during such six month period such amount shall be paid to his estate or designated beneficiary within 30 days after the date of his death.

(ii) During the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated at the premium rates applicable to active employees, which coverage shall constitute the Executive's continuation coverage under Section 4980B of the Code ("COBRA"), and shall be administered in the same manner as COBRA coverage (except for the premium payable and the duration of such coverage, but specifically including provisions relating to termination of coverage if the Executive becomes eligible for other employer-provided coverage; provided, however, that after the expiration of the period during which the Executive would be eligible for COBRA coverage the Executive will be required to pay the full premium that would be required for a former employee on COBRA coverage, and the Company shall pay to the Executive, on the first day of each month during such coverage, additional severance pay in an amount such that the net amount of such severance pay, after all applicable tax withholding, equals the difference between the full COBRA premium and the premium charged to active employees, which amount shall be applied to the payment of the premium for coverage during such month.

(iii) For a period of up to two (2) years after the Date of Termination, the Company shall provide outplacement services to the Executive for the purpose of assisting the Executive seek new employment at a cost to the Company not to exceed fifteen percent (15%) of the Executive's Annual Base Salary, payable directly to an outplacement service provider; provided, however, that the Company shall have no further obligations to pay for any such outplacement services once the Executive has accepted employment with any third party.

(iv) Notwithstanding anything to the contrary set forth in any stock option plans pursuant to which the Executive has been granted any stock options or other rights to acquire securities of the Company or its Affiliates, as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act (the "Plans"), any option or right granted to the Executive under any of the Plans shall be exercisable by the Executive until the earlier of (x) the date on which the option or right terminates in accordance with the terms of its grant, or (y) the expiration of twelve (12) months after the Date of Termination.

(v) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); provided, however, that the total amount of Other Benefits that constitute taxable income to the Executive shall not exceed the limit in effect under Section 402(g)(1)(B) of the Code for the year that includes the Date of Termination, except for (x) any payments pursuant to a plan or policy providing retirement benefits, vacation leave, sick leave, compensatory time, disability pay, or death benefits, (y) payments to indemnify or insure the Executive against claims incurred during his service to the Company, and (z) payments to reimburse the Executive for amounts that, if paid by him and not reimbursed, would be deductible as business expenses, or reasonable moving expenses, which reimbursable expenses are incurred not later than the end of the second year following the year that includes the Date of Termination, and are reimbursed not later than the end of the third year following the year that includes the Date of Termination.

(vi) Notwithstanding anything to the contrary contained in any employment agreement, benefit plan or other document, in the event the Executive's employment shall be terminated during the Employment Period by the Executive for Good Reason or by the Company other than for Cause or Disability, on and after the Date of Termination the Executive shall not be bound or prejudiced by any non-competition agreement benefiting the Company or its subsidiaries.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A). With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive (which shall be paid at the time and in the form it would otherwise have been paid had this Agreement not applied), and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A) and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

(e) Compliance with Section 409A. The provisions of this Section 6 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 6 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code.

Section 7. Nonexclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 12(f) hereof, shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement.

Section 8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the fullest extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by the Company, the Executive or others in which the Executive is the prevailing party and which involves or relates to the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment from the due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period.

Section 9. Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 9, except as provided in the last sentence of this Section 9(a)) (hereinafter referred to collectively as a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Regardless of whether the Executive is subject to an Excise Tax, in the event that the Company fails to make any payment at the time or in the form required by Section 6, and as a result it is subsequently determined that Executive is subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code with respect to any portion of such payment (such additional tax, together with any interest and penalties thereon, are hereinafter collectively referred to as the "Section 409A Penalty") then Executive shall also be entitled to receive an additional payment (a "Section 409A Gross-Up") calculated in the same manner as a Gross-Up Payment by substituting "Section 409A Penalty" for "Excise Tax" for all purposes of this Section 9. The Section 409A Gross-Up shall be considered a Payment for purposes of calculation of any Gross-Up Penalty.

(b) Subject to the provisions of Section 9(c) hereof, all determinations required to be made under this Section 9, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP or such other independent certified public accounting firm as may be designated by the Executive (hereinafter referred to as the "Accounting Firm") which shall provide detailed supporting calculations both to the Company

and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 9, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (hereinafter referred to as the "Underpayment") consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 9(c) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such

representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 9(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance. The Company's control of any such contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 9(c) hereof) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Anything else contained herein to the contrary notwithstanding, in no event shall any Gross-Up Payment be paid to the Executive later than the last day of the year following the year in which the Executive pays to the applicable taxing authority the Excise Tax with respect to which the Gross-Up Payment is due. The preceding sentence is included solely in order to satisfy the requirements of Section 409A, and is not to be construed to permit a delay in the time at which a Gross-Up Payment would otherwise be paid.

Section 10. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable

to the Executive under this Agreement. The provisions of this Section 10 shall survive any termination of this Agreement or any termination of the employment of the Executive with the Company.

Section 11. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) 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 assume expressly 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. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 12. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below with telephone confirmation of receipt, or when sent by recognized overnight courier or by the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Littelfuse, Inc.
800 E. Northwest Highway
Des Plaines, Illinois 60016
Attention: President (unless the Executive is the President, in which case the communication should be to the attention of all of the Directors of the Company other than the Executive)
Facsimile: (847) 824-3864
Confirm: (847) 391-0304

If to the Executive:

David R. Samyn

Facsimile: _____
Confirm: _____

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other party hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of two business days after the date of deposit thereof for mailing in a duly constituted United States post office or branch thereof, one business day after deposit with a recognized overnight courier service or upon confirmation of receipt of any facsimile transmission. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a) hereof and/or any other written agreement between the Executive and the Company, prior to the Effective Date the Executive's employment and/or this Agreement may be terminated by either the Executive or the Company at any time prior to the Effective Date upon written notice to the other party, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Change of Control Employment Agreement as of the day and year first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ David R. Samyn	By: /s/ Ryan K. Stafford
David R. Samyn	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.8

AMENDED AND RESTATED
CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 2007, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and DAVID W. HEINZMANN (hereinafter referred to as the "Executive");

WITNESSETH:

WHEREAS, the Board of Directors of the Company (hereinafter referred to as the "Board") has determined that it is in the best interests of the Company and its stockholders to provide the Executive with certain protections against the uncertainties usually created by a Change of Control (as such term is hereinafter defined); and

WHEREAS, in order to better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefiting the Company and its stockholders, the Company and the Executive have entered into a Change of Control Employment Agreement, dated as of September 1, 2006 (the "Original Agreement"); and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

Section 1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b) hereof) on which a Change of Control (as defined in Section 2 hereof) occurs. Notwithstanding anything to the contrary contained in this Agreement, if a Change of Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the direct or indirect request of a third party who theretofore had taken any steps intended to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement the "Effective Date" shall mean the date immediately prior to the date of such termination of employment.

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on January 1, 2009.

Section 2. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

(a) The acquisition in one or more transactions by any individual, entity or group (hereinafter referred to collectively as a "Person") within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (hereinafter referred to as the "Exchange Act"), of beneficial ownership (within the meaning of, and calculated in accordance with, Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (hereinafter referred to as the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (hereinafter referred to as the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (hereinafter referred to as a "Business Combination") unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan

(or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company within one year after a Business Combination.

Section 3. Employment Period. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to remain as an employee of the Company, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of such date (the "Employment Period").

Section 4. Terms of Employment.

(a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 20 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary (hereinafter referred to as the "Annual Base Salary"), which shall be paid at a monthly rate, equal to at least twelve times the highest monthly base salary paid

or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as used in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (hereinafter referred to as the "Annual Bonus") in cash at least equal to the Executive's highest bonus under the Company's incentive bonus program or any comparable bonus under any predecessor or successor plan, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (hereinafter referred to as the "Recent Annual Bonus"). Each such Annual Bonus shall be paid no later than the fifteenth day of the third month of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus. Any such deferral election shall be made not later than the first day of the fiscal year for which the Annual Bonus is paid, and shall be made in accordance with policies adopted by the Company in compliance with Section 409A.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive,

those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician

selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties and such failure is not cured within sixty (60) calendar days after receipt of such written demand; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, any act or failure to act on the part of the Executive in violation or contravention of any order, resolution or directive of the Board of Directors of the Company shall be considered "willful" unless such order, resolution or directive is illegal or in violation of the certificate of incorporation or by-laws of the Company; provided, however, that no other act or failure to act on the part of the Executive, shall be considered "willful," unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the Executive is not elected to, or is removed from, any elected office of the Company which the Executive held immediately prior to the Effective Date;

(ii) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position, authority, duties or responsibilities as contemplated by Section 4(a) hereof, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated,

insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iv) the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date; or

(v) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 12(b) hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets 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 and (iii) if the Date of Termination (as defined below) is other than the date of delivery of such notice, specifies the termination date (which date shall be not more than 30 days after the delivery of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of delivery of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination, (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be, and (iv) if the Executive's employment is terminated by the Executive without Good Reason, the last day of employment of the Executive with the Company.

(f) Definition of Termination of Employment. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

Section 6. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause or Disability or the Executive shall terminate his employment for Good Reason, the following provisions shall apply:

(i) The Company shall pay to the Executive the amounts set forth in A. and B. below.

A. The sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) an amount, which shall be in satisfaction of the Executive's right to an Annual Bonus for the year that includes the Date of Termination, equal to the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3)

any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"). The Accrued Obligations shall be paid in a lump sum within 30 days after the Date of Termination, except that any deferred compensation referred to in clause (3), and any other amounts that, had the Executive's employment not terminated, would have been paid after the fifteenth day of the third month following the end of the year that includes the Date of Termination, shall be paid at the time and in the form such amounts would have been paid had this Agreement not applied, but no such amount shall be paid sooner than six months after the Date of Termination.

B. The amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus, which shall be paid in a lump sum on the first day that is at least six months after the Date of Termination; provided that if the Executive dies during such six month period such amount shall be paid to his estate or designated beneficiary within 30 days after the date of his death.

(ii) During the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated at the premium rates applicable to active employees, which coverage shall constitute the Executive's continuation coverage under Section 4980B of the Code ("COBRA"), and shall be administered in the same manner as COBRA coverage (except for the premium payable and the duration of such coverage, but specifically including provisions relating to termination of coverage if the Executive becomes eligible for other employer-provided coverage; provided, however, that after the expiration of the period during which the Executive would be eligible for COBRA coverage the Executive will be required to pay the full premium that would be required for a former employee on COBRA coverage, and the Company shall pay to the Executive, on the first day of each month during such coverage, additional severance pay in an amount such that the net amount of such severance pay, after all applicable tax withholding, equals the difference between the full COBRA premium and the premium charged to active employees, which amount shall be applied to the payment of the premium for coverage during such month.

(iii) For a period of up to two (2) years after the Date of Termination, the Company shall provide outplacement services to the Executive for the purpose of assisting the Executive seek new employment at a cost to the Company not to exceed fifteen percent (15%) of the Executive's Annual Base Salary, payable directly to an outplacement service provider; provided, however, that the Company shall have no further obligations to pay for any such outplacement services once the Executive has accepted employment with any third party.

(iv) Notwithstanding anything to the contrary set forth in any stock option plans pursuant to which the Executive has been granted any stock options or other rights to acquire securities of the Company or its Affiliates, as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act (the "Plans"), any option or right granted to the Executive under any of the Plans shall be exercisable by the Executive until the earlier of (x) the date on which the option or right terminates in accordance with the terms of its grant, or (y) the expiration of twelve (12) months after the Date of Termination.

(v) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); provided, however, that the total amount of Other Benefits that constitute taxable income to the Executive shall not exceed the limit in effect under Section 402(g)(1)(B) of the Code for the year that includes the Date of Termination, except for (x) any payments pursuant to a plan or policy providing retirement benefits, vacation leave, sick leave, compensatory time, disability pay, or death benefits, (y) payments to indemnify or insure the Executive against claims incurred during his service to the Company, and (z) payments to reimburse the Executive for amounts that, if paid by him and not reimbursed, would be deductible as business expenses, or reasonable moving expenses, which reimbursable expenses are incurred not later than the end of the second year following the year that includes the Date of Termination, and are reimbursed not later than the end of the third year following the year that includes the Date of Termination.

(vi) Notwithstanding anything to the contrary contained in any employment agreement, benefit plan or other document, in the event the Executive's employment shall be terminated during the Employment Period by the Executive for Good Reason or by the Company other than for Cause or Disability, on and after the Date of Termination the Executive shall not be bound or prejudiced by any non-competition agreement benefiting the Company or its subsidiaries.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A). With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive (which shall be paid at the time and in the form it would otherwise have been paid had this Agreement not applied), and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A) and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

(e) Compliance with Section 409A. The provisions of this Section 6 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 6 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code.

Section 7. Nonexclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 12(f) hereof, shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement.

Section 8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the fullest extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by the Company, the Executive or others in which the Executive is the prevailing party and which involves or relates to the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment from the due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period.

Section 9. Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 9, except as provided in the last sentence of this Section 9(a)) (hereinafter referred to collectively as a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Regardless of whether the Executive is subject to an Excise Tax, in the event that the Company fails to make any payment at the time or in the form required by Section 6, and as a result it is subsequently determined that Executive is subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code with respect to any portion of such payment (such additional tax, together with any interest and penalties thereon, are hereinafter collectively referred to as the "Section 409A Penalty") then Executive shall also be entitled to receive an additional payment (a "Section 409A Gross-Up") calculated in the same manner as a Gross-Up Payment by substituting "Section 409A Penalty" for "Excise Tax" for all purposes of this Section 9. The Section 409A Gross-Up shall be considered a Payment for purposes of calculation of any Gross-Up Penalty.

(b) Subject to the provisions of Section 9(c) hereof, all determinations required to be made under this Section 9, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP or such other independent certified public accounting firm as may be designated by the Executive (hereinafter referred to as the "Accounting Firm") which shall provide detailed supporting calculations both to the Company

and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 9, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (hereinafter referred to as the "Underpayment") consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 9(c) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such

representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 9(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance. The Company's control of any such contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 9(c) hereof) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Anything else contained herein to the contrary notwithstanding, in no event shall any Gross-Up Payment be paid to the Executive later than the last day of the year following the year in which the Executive pays to the applicable taxing authority the Excise Tax with respect to which the Gross-Up Payment is due. The preceding sentence is included solely in order to satisfy the requirements of Section 409A, and is not to be construed to permit a delay in the time at which a Gross-Up Payment would otherwise be paid.

Section 10. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable

to the Executive under this Agreement. The provisions of this Section 10 shall survive any termination of this Agreement or any termination of the employment of the Executive with the Company.

Section 11. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) 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 assume expressly 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. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 12. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below with telephone confirmation of receipt, or when sent by recognized overnight courier or by the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Littelfuse, Inc.
800 E. Northwest Highway
Des Plaines, Illinois 60016
Attention: President (unless the Executive is the President, in which case the communication should be to the attention of all of the Directors of the Company other than the Executive)
Facsimile: (847) 824-3864
Confirm: (847) 391-0304

If to the Executive:

David W. Heinzmann

Facsimile: _____
Confirm: _____

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other party hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of two business days after the date of deposit thereof for mailing in a duly constituted United States post office or branch thereof, one business day after deposit with a recognized overnight courier service or upon confirmation of receipt of any facsimile transmission. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a) hereof and/or any other written agreement between the Executive and the Company, prior to the Effective Date the Executive's employment and/or this Agreement may be terminated by either the Executive or the Company at any time prior to the Effective Date upon written notice to the other party, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Change of Control Employment Agreement as of the day and year first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ David W. Heinzmann	By: /s/ Ryan K. Stafford
David W. Heinzmann	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.9

AMENDED AND RESTATED
CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 2007, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and HUGH DALSEN FERBERT (hereinafter referred to as the "Executive");

WITNESSETH:

WHEREAS, the Board of Directors of the Company (hereinafter referred to as the "Board") has determined that it is in the best interests of the Company and its stockholders to provide the Executive with certain protections against the uncertainties usually created by a Change of Control (as such term is hereinafter defined); and

WHEREAS, in order to better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefiting the Company and its stockholders, the Company and the Executive have entered into a Change of Control Employment Agreement, dated as of September 1, 2006 (the "Original Agreement"); and

WHEREAS, the Company and the Executive now wish to amend and restate the Original Agreement in order to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code"), and the final regulations issued to implement said requirements ("Section 409A");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree that the Original Agreement is amended and restated on the terms and conditions set forth below, which shall entirely supersede the terms and conditions of the Original Agreement:

Section 1. Certain Definitions. (a) The "Effective Date" shall mean the first date during the Change of Control Period (as defined in Section 1(b) hereof) on which a Change of Control (as defined in Section 2 hereof) occurs. Notwithstanding anything to the contrary contained in this Agreement, if a Change of Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the direct or indirect request of a third party who theretofore had taken any steps intended to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement the "Effective Date" shall mean the date immediately prior to the date of such termination of employment.

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on January 1, 2009.

Section 2. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

(a) The acquisition in one or more transactions by any individual, entity or group (hereinafter referred to collectively as a "Person") within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (hereinafter referred to as the "Exchange Act"), of beneficial ownership (within the meaning of, and calculated in accordance with, Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (hereinafter referred to as the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (hereinafter referred to as the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (hereinafter referred to as a "Business Combination") unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan

(or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company within one year after a Business Combination.

Section 3. Employment Period. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to remain as an employee of the Company, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of such date (the "Employment Period").

Section 4. Terms of Employment.

(a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 20 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary (hereinafter referred to as the "Annual Base Salary"), which shall be paid at a monthly rate, equal to at least twelve times the highest monthly base salary paid

or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as used in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (hereinafter referred to as the "Annual Bonus") in cash at least equal to the Executive's highest bonus under the Company's incentive bonus program or any comparable bonus under any predecessor or successor plan, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (hereinafter referred to as the "Recent Annual Bonus"). Each such Annual Bonus shall be paid no later than the fifteenth day of the third month of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus. Any such deferral election shall be made not later than the first day of the fiscal year for which the Annual Bonus is paid, and shall be made in accordance with policies adopted by the Company in compliance with Section 409A.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive,

those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and its affiliated companies.

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician

selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties and such failure is not cured within sixty (60) calendar days after receipt of such written demand; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this provision, any act or failure to act on the part of the Executive in violation or contravention of any order, resolution or directive of the Board of Directors of the Company shall be considered "willful" unless such order, resolution or directive is illegal or in violation of the certificate of incorporation or by-laws of the Company; provided, however, that no other act or failure to act on the part of the Executive, shall be considered "willful," unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive's employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the Executive is not elected to, or is removed from, any elected office of the Company which the Executive held immediately prior to the Effective Date;

(ii) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position, authority, duties or responsibilities as contemplated by Section 4(a) hereof, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated,

insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iv) the Company's requiring the Executive to travel on Company business to a substantially greater extent than required immediately prior to the Effective Date; or

(v) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 12(b) hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets 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 and (iii) if the Date of Termination (as defined below) is other than the date of delivery of such notice, specifies the termination date (which date shall be not more than 30 days after the delivery of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of delivery of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination, (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be, and (iv) if the Executive's employment is terminated by the Executive without Good Reason, the last day of employment of the Executive with the Company.

(f) Definition of Termination of Employment. For all purposes of this Agreement, the Executive's employment shall be considered to have been terminated if, and only if, the Executive has incurred a separation from service with the Company as defined in Section 409A. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Executive shall not be considered to have separated from service so long as the Executive is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Executive retains a right to reemployment with the Company under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Executive will be considered to have separated from service as of the date it is reasonably anticipated that no further services will be performed by the Executive for the Company, or that the level of bona fide services the Executive will perform after such date will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if the Executive has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Executive shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Executive has separated from service, all services provided for the Company, or for any other entity that is part of a controlled group that includes the Company as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; provided that the Executive shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Company or any other such entity.

Section 6. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for Cause or Disability or the Executive shall terminate his employment for Good Reason, the following provisions shall apply:

(i) The Company shall pay to the Executive the amounts set forth in A. and B. below.

A. The sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) an amount, which shall be in satisfaction of the Executive's right to an Annual Bonus for the year that includes the Date of Termination, equal to the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3)

any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"). The Accrued Obligations shall be paid in a lump sum within 30 days after the Date of Termination, except that any deferred compensation referred to in clause (3), and any other amounts that, had the Executive's employment not terminated, would have been paid after the fifteenth day of the third month following the end of the year that includes the Date of Termination, shall be paid at the time and in the form such amounts would have been paid had this Agreement not applied, but no such amount shall be paid sooner than six months after the Date of Termination.

B. The amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus, which shall be paid in a lump sum on the first day that is at least six months after the Date of Termination; provided that if the Executive dies during such six month period such amount shall be paid to his estate or designated beneficiary within 30 days after the date of his death.

(ii) During the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated at the premium rates applicable to active employees, which coverage shall constitute the Executive's continuation coverage under Section 4980B of the Code ("COBRA"), and shall be administered in the same manner as COBRA coverage (except for the premium payable and the duration of such coverage, but specifically including provisions relating to termination of coverage if the Executive becomes eligible for other employer-provided coverage; provided, however, that after the expiration of the period during which the Executive would be eligible for COBRA coverage the Executive will be required to pay the full premium that would be required for a former employee on COBRA coverage, and the Company shall pay to the Executive, on the first day of each month during such coverage, additional severance pay in an amount such that the net amount of such severance pay, after all applicable tax withholding, equals the difference between the full COBRA premium and the premium charged to active employees, which amount shall be applied to the payment of the premium for coverage during such month.

(iii) For a period of up to two (2) years after the Date of Termination, the Company shall provide outplacement services to the Executive for the purpose of assisting the Executive seek new employment at a cost to the Company not to exceed fifteen percent (15%) of the Executive's Annual Base Salary, payable directly to an outplacement service provider; provided, however, that the Company shall have no further obligations to pay for any such outplacement services once the Executive has accepted employment with any third party.

(iv) Notwithstanding anything to the contrary set forth in any stock option plans pursuant to which the Executive has been granted any stock options or other rights to acquire securities of the Company or its Affiliates, as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act (the "Plans"), any option or right granted to the Executive under any of the Plans shall be exercisable by the Executive until the earlier of (x) the date on which the option or right terminates in accordance with the terms of its grant, or (y) the expiration of twelve (12) months after the Date of Termination.

(v) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); provided, however, that the total amount of Other Benefits that constitute taxable income to the Executive shall not exceed the limit in effect under Section 402(g)(1)(B) of the Code for the year that includes the Date of Termination, except for (x) any payments pursuant to a plan or policy providing retirement benefits, vacation leave, sick leave, compensatory time, disability pay, or death benefits, (y) payments to indemnify or insure the Executive against claims incurred during his service to the Company, and (z) payments to reimburse the Executive for amounts that, if paid by him and not reimbursed, would be deductible as business expenses, or reasonable moving expenses, which reimbursable expenses are incurred not later than the end of the second year following the year that includes the Date of Termination, and are reimbursed not later than the end of the third year following the year that includes the Date of Termination.

(vi) Notwithstanding anything to the contrary contained in any employment agreement, benefit plan or other document, in the event the Executive's employment shall be terminated during the Employment Period by the Executive for Good Reason or by the Company other than for Cause or Disability, on and after the Date of Termination the Executive shall not be bound or prejudiced by any non-competition agreement benefiting the Company or its subsidiaries.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and affiliated companies to the estates and beneficiaries of peer executives of the Company and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A). With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive (which shall be paid at the time and in the form it would otherwise have been paid had this Agreement not applied), and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive at the time and in the form provided in Section 6(a)(i)(A) and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

(e) Compliance with Section 409A. The provisions of this Section 6 are intended to comply with the requirements of Section 409A and shall be so interpreted and administered. To the maximum extent possible, the provisions of this Section 6 shall be construed in such a manner that no amounts payable to the Executive are subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code.

Section 7. Nonexclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor, subject to Section 12(f) hereof, shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement.

Section 8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the fullest extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest by the Company, the Executive or others in which the Executive is the prevailing party and which involves or relates to the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment from the due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period.

Section 9. Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 9, except as provided in the last sentence of this Section 9(a)) (hereinafter referred to collectively as a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Regardless of whether the Executive is subject to an Excise Tax, in the event that the Company fails to make any payment at the time or in the form required by Section 6, and as a result it is subsequently determined that Executive is subject to the additional tax and interest provided in Section 409A(a)(1)(B) of the Code with respect to any portion of such payment (such additional tax, together with any interest and penalties thereon, are hereinafter collectively referred to as the "Section 409A Penalty") then Executive shall also be entitled to receive an additional payment (a "Section 409A Gross-Up") calculated in the same manner as a Gross-Up Payment by substituting "Section 409A Penalty" for "Excise Tax" for all purposes of this Section 9. The Section 409A Gross-Up shall be considered a Payment for purposes of calculation of any Gross-Up Penalty.

(b) Subject to the provisions of Section 9(c) hereof, all determinations required to be made under this Section 9, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Ernst & Young LLP or such other independent certified public accounting firm as may be designated by the Executive (hereinafter referred to as the "Accounting Firm") which shall provide detailed supporting calculations both to the Company

and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, as determined pursuant to this Section 9, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (hereinafter referred to as the "Underpayment") consistent with the calculations required to be made hereunder. In the event that the Company exhausts its remedies pursuant to Section 9(c) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such

representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 9(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance. The Company's control of any such contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 9(c) hereof) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 9(c) hereof, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Anything else contained herein to the contrary notwithstanding, in no event shall any Gross-Up Payment be paid to the Executive later than the last day of the year following the year in which the Executive pays to the applicable taxing authority the Excise Tax with respect to which the Gross-Up Payment is due. The preceding sentence is included solely in order to satisfy the requirements of Section 409A, and is not to be construed to permit a delay in the time at which a Gross-Up Payment would otherwise be paid.

Section 10. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable

to the Executive under this Agreement. The provisions of this Section 10 shall survive any termination of this Agreement or any termination of the employment of the Executive with the Company.

Section 11. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) 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 assume expressly 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. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 12. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address set forth below for the intended party during normal business hours at such address, when sent by facsimile or other electronic transmission to the respective facsimile transmission numbers of the parties set forth below with telephone confirmation of receipt, or when sent by recognized overnight courier or by the United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Littelfuse, Inc.
800 E. Northwest Highway
Des Plaines, Illinois 60016
Attention: President (unless the Executive is the President, in which case the communication should be to the attention of all of the Directors of the Company other than the Executive)
Facsimile: (847) 824-3864
Confirm: (847) 391-0304

If to the Executive:

Hugh Dalsen Ferbert

Facsimile: _____
Confirm: _____

Notices shall be given to such other addressee or address, or both, or by way of such other facsimile transmission number, as a particular party may from time to time designate by written notice to the other party hereto. Each notice, request, demand, approval or other communication which is sent in accordance with this Section shall be deemed given and received for all purposes of this Agreement as of two business days after the date of deposit thereof for mailing in a duly constituted United States post office or branch thereof, one business day after deposit with a recognized overnight courier service or upon confirmation of receipt of any facsimile transmission. Notice given to a party hereto by any other method shall only be deemed to be given and received when actually received in writing by such party.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a) hereof and/or any other written agreement between the Executive and the Company, prior to the Effective Date the Executive's employment and/or this Agreement may be terminated by either the Executive or the Company at any time prior to the Effective Date upon written notice to the other party, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Change of Control Employment Agreement as of the day and year first above written.

EXECUTIVE:	LITTELFUSE, INC.
/s/ Hugh Dalsen Ferbert	By: /s/ Ryan K. Stafford
Hugh Dalsen Ferbert	Name: Ryan K. Stafford Title: Vice President, Human Resources and General Counsel

EXHIBIT 10.13

LITTELFUSE, INC. RETIREMENT PLAN

AS AMENDED AND RESTATED

EFFECTIVE JANUARY 1, 2008

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LITTELFUSE, INC. RETIREMENT PLAN

AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2008

INTRODUCTION

The Retirement Plan for Non-Exempt Employees of Tracor, Inc., and Its Affiliates, the Retirement Plan for Exempt Employees of Tracor, Inc., and Its Affiliates and the Retirement Trust for Employees of Tracor, Inc., and Its Affiliates, were adopted by Littelfuse, Inc., an Illinois corporation, effective as of January 1, 1976 as an amendment and restatement of the retirement plan that was previously maintained on behalf of certain of its employees as set forth in a group annuity contract that was issued by Continental Assurance Company effective January 1, 1961.

The said Retirement Plan for Non-Exempt Employees of Tracor, Inc., and Its Affiliates and Retirement Plan for Exempt Employees of Tracor, Inc., and Its Affiliates were subsequently amended and restated in their entirety effective as of January 1, 1989 and consolidated into one plan instrument which has been known on and after January 1, 1989 as the Retirement Plan for Employees of Tracor, Inc., and Its Affiliates. Such plan had been administered and maintained as a separate plan with respect to Littelfuse, Inc., an Illinois corporation, and its eligible employees.

The operating assets of Littelfuse, Inc., an Illinois corporation ("Predecessor Littelfuse") were sold to Littelfuse, Inc., a Delaware corporation ("Successor Littelfuse") effective as of December 27, 1991, and the employees of Predecessor Littelfuse were transferred to Successor Littelfuse. As a result of such sale, Successor-Littelfuse and the other employers participating in the Retirement Plan for Employees of Tracor, Inc., and Its Affiliates were no longer members of the same controlled group of corporations. Successor Littelfuse had provided for the continuation of the retirement plan and trust that were being maintained on behalf of the eligible employees of Predecessor Littelfuse but desired that on and after January 1, 1992 the provisions of the retirement plan and trust agreement which applied to its eligible employee be set forth in instruments that were separate and distinct from the instruments that applied to the other employers that had been participating in the Retirement Plan for Employees of Tracor, Inc., and Its Affiliates and the Retirement Trust for Employees of Tracor, Inc., and Its Affiliates.

In order to effectuate such desire of Successor Littelfuse, the aforementioned Retirement Plan for Employees of Tracor, Inc., and Its Affiliates, insofar as it applied to Successor Littelfuse and its employees, was amended and was restated in its entirety effective as of January 1, 1992 and was renamed the LITTELFUSE, INC. RETIREMENT PLAN, and the aforementioned Retirement Trust for Employees of Tracor, Inc., and Its Affiliates, insofar as it applied to Successor Littelfuse and its employees, was amended and was restated in its entirety effective as of January 1, 1992, and titled LITTELFUSE, INC. RETIREMENT TRUST. The Plan was amended and restated in its entirety as of January 1, 1997, and three amendments have subsequently been adopted to the Plan.

In order to incorporate all prior amendments, to conform to changes required by the Economic Growth and Tax Relief Reconciliation Act of 2001, the Pension Funding Equity Act of 2004, the

Pension Protection Act of 2006, and other applicable laws, regulations and administrative authority, the Littelfuse, Inc. Retirement Plan is being amended and restated in its entirety effective as of January 1, 2008, except as otherwise stated in the Plan; provided, however, that any change made by this restatement that is not required by applicable law shall be subject to the ratification of the Board of Directors of Littelfuse, Inc., and if not so ratified shall be null and void.

SECTION 1. DEFINITIONS; PARTICIPATION.

Section 1.1. Definitions. (A) The following terms as used herein shall, have the meanings stated below unless a different meaning is plainly required by the context:

(1) "Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date" shall mean the monthly retirement income, payable in the manner described in Section 2.1(C) hereof commencing at the Participant's Normal Retirement Date, which he has accrued as of a given date and shall be equal to the product of:

(a) the monthly retirement income to which the Participant would have been entitled on his Normal Retirement Date in accordance with the provisions of Section 2.1(B) hereof (before applying the maximum restrictions imposed by the Third Supplement) if his employment continued uninterrupted after such given date until his Normal Retirement Date and using his Final Average Monthly Compensation and Monthly Covered Compensation determined as of such given date in lieu of the corresponding amounts determined as of his Normal Retirement Date,

multiplied by

(b) the fraction in which the numerator is the Credited Service that he has accrued to such given date and the denominator is the Credited Service that he would accrue on his Normal Retirement Date if he continued in fulltime service of the Employer after such given date until his Normal Retirement Date;

provided, however, that the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which a Participant has accrued as of a given date shall not exceed an amount that is actuarially equivalent as of such given date to that amount which would cause the monthly retirement income payable to or on behalf of the Participant under the Plan to be in excess of the maximum amount of retirement income permitted under the Third Supplement to the Plan; and provided further, however, that the provisions of Section 4.6 hereof shall apply in determining the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date of a Participant who has accrued Vesting Service during any Plan Year that the Plan is top-heavy.

(2) "Annuity Starting Date" shall have the meaning assigned in Section 417(f) of the Internal Revenue Code and regulations issued with respect thereto and shall be the first day of the first period for which an amount is payable (not the actual date of payment) as an annuity or any other form.

Unless otherwise qualified by the context, the regularly scheduled Annuity Starting Date of a Participant shall be:

(a) in the case of the benefit payable under Section 2.1 or 2.2 in the event of his normal or early retirement, the first day of the month coincident with or next following the date of his retirement; and

(b) in the case of the benefit payable under Section 2.4(A) in the event of termination of service with a vested benefit, the Participant's Normal Retirement Date or, if applicable, the first day of the month prior to his Normal Retirement Date that the Participant has elected in accordance with the provisions of Section 2.4(A) to start receiving the benefits to which he is entitled under such section;

provided however, if the Participant elects pursuant to the provisions of Section 3.1 hereof a later commencement date, his Annuity Starting Date shall be such later date of commencement specified in his election, or, if the Participant continues in the service of the Employer beyond his Required Beginning Date, his Annuity Starting Date shall be his Required Beginning Date.

(3) "Beneficiary" shall mean the person or persons on whose behalf benefits may be payable under the Plan after a Participant's death in accordance with the provisions hereof.

(4) "Break in Service" shall mean:

(a) in determining the right of an Employee to participate in the Plan following a termination of his service, a Plan Year which immediately follows the Plan Year in which his date of termination of service occurs, during which the Employee does not receive credit for any Hours of Service; and

(b) in determining the right to the reinstatement of an Employee's Credited Service and Vesting Service following a termination of his service, a period of severance of 12 consecutive months or longer that immediately follows an Employee's date of termination of service and immediately precedes the date, if any, on which he next performs an Hour of Service.

(5) "Committee" shall mean the Retirement Committee appointed from time to time to administer the Plan pursuant to the provisions of Section 7.1 hereof.

(6) "Company" shall mean Littelfuse, Inc., a Delaware corporation, and its successor or successors.

(7) "Compensation" shall mean the sum of:

(a) the amount of base pay or wages actually paid during a calendar year to an Employee by the Employer for services rendered, based upon the regularly scheduled work week of the Employee; by way of illustration and not by way of limitation, the base pay or wages of an Employee shall include sales commissions, shift differential payments, piece-meal premiums, team leader, group leader and working supervisor premiums and flight pay; and the base pay or wages of an Employee shall exclude any pay or wages that he receives for hours worked that are in excess of his regularly scheduled number of hours of work during any given work week and shall also exclude all completion bonuses, management bonuses, Christmas bonuses, referral bonuses, and all other bonuses,

overtime pay, severance pay paid in a lump sum at termination, unused vacation pay paid in a lump sum at termination, cost-of living allowances, taxable tuition reimbursements and all other extraordinary compensation;

plus

(b) amounts, if any, that would have been includable in the Employee's Compensation under (a) above for such calendar year if they had not been deferred by the Employee through a plan of deferred compensation under Section 401(k) of the Internal Revenue Code or under a salary reduction agreement pursuant to Section 125 or 132(f) of said Code;

provided however, that the annual Compensation of a Participant for any given calendar year or other specified 12-consecutive-month period, which is taken into account with respect to contributions to the Plan and to benefits accruing under the Plan on and after January 1, 1989, shall not exceed the maximum annual compensation that may be taken into account under Section 401(a)(17) of the Internal Revenue Code and regulations issued with respect thereto (the "IRC Section 401(a)(17) Annual Compensation Limit").

The IRC Section 401(a)(17) Annual Compensation Limit with respect to any given calendar year or other specified 12-consecutive-month period shall be equal to $200,000 or such increased or decreased amount, as the case may be, that applies as of the January 1 coincident with or immediately preceding the beginning of such given calendar year or other specified 12-consecutive-month period, pursuant to the provisions of Section 401(a)(17) of the Internal Revenue Code, as amended, and rules and regulations issued with respect thereto.

In the event that Compensation under the Plan is determined based on a period of time that contains fewer than 12 calendar months, the IRC Section 401(a)(17) Annual Compensation Limit for that period of time shall be equal to the IRC Section 401(a)(17) Annual Compensation Limit for the calendar year during which such period of time begins multiplied by the fraction in which the numerator is the number of full months in such period of time and the denominator is 12.

Any provisions herein to the contrary notwithstanding, a Participant's accrued benefit as of December 31, 1993 shall not be reduced due to the IRC Section 401(a)(17) Annual Compensation Limit imposed effective as of January 1, 1994 on the amount of his Compensation. In the event that the IRC Section 401(a)(17) Annual Compensation Limit is reduced effective as of any date subsequent to January 1, 1994, a Participant's accrued benefit immediately prior to the date that such reduction becomes effective shall not be reduced due to the reduction in such limit.

For purposes of the definition of Compensation under this 1.1(A)(7), effective for Plan Years beginning after December 31, 2002, amounts under Section 125 of the Code include any amounts not available to a Participant in cash in lieu of group health coverage because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Section 125 of the Code only if the Employer does not request or

collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(8) "Controlled Group Member" shall mean:

(a) the Employer;

(b) any division of the Employer which is not geographically located at the principal place of business of such Employer and which has not adopted and is not participating in the Plan in accordance with the provisions of Section 1.7 hereof;

(c) any subsidiary of the Employer which has not adopted and is not participating in the Plan in accordance with the provisions of Section 1.7 hereof;

(d) any other corporation or association that is a member of a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and Section 1563(e)(3)(C) of said Code;

(e) any trade or business (whether or not incorporated) that is under common control with the Employer as determined in accordance with Section 414(c) of the Internal Revenue Code and regulations issued thereunder;

(f) any service or other organization that is a member of an affiliated service group (within the meaning of Section 414(m) of the Internal Revenue Code) with respect to which the Employer is a member, and

(g) any other entity required to be aggregated with the Employer pursuant to regulations under Section 414(o) of the Internal Revenue Code.

(9) "Credited Service" shall mean the total period of an Employee's service with the Employer, computed in completed months, during the period beginning on his Last Date of Commencement of Service and ending on the date of his retirement or termination of service or, where applicable, ending on such other date as is specified hereunder; provided, however, that the following provisions shall apply with respect to any period of such an Employee's service that would be included in his Credited Service in accordance with the provisions above:

(a) any complete calendar month that the Employee is absent from the service of the Employer will be excluded from his Credited Service unless he receives regular Compensation from the Employer for all or any portion of such calendar month and except as otherwise provided below;

(b) any absence due to the Employee's engagement in military service will, except as provided below, be included in his Credited Service if such absence is covered by a leave of absence granted by the Employer or is by reason

of compulsory military service and provided that such Employee returns from such absence within the period of time prescribed in Section 1.3 hereof;

(c) any period of an Employee's service prior to the Effective Date of the Plan that was either included with or excluded from the service used to determine his accrued retirement income under the Superseded Plan for any reason specified under the terms of the Superseded Plan as in effect on the day immediately preceding the Effective Date of the Plan shall be included with or excluded from, as the case may be, his Credited Service under the provisions of the Plan; and

(d) the provisions of Section 1.4 hereof shall apply in the case of an Employee who is reemployed with a reinstatement of Credited Service accrued prior to his Last Date of Commencement of Service and the provisions of Section 1.5 hereof shall apply in the case of an Employee who is transferred to or from his status as an eligible Employee.

(10) "Designated Nonparticipating Employer" shall mean:

(a) any Controlled Group Member that is not an Employer as defined herein; and

(b) any other corporation, association, proprietorship, partnership or other business organization that (i) is not an Employer as defined herein and (ii) the Company, by formal action on its part in the manner described in Section 6.7 hereof, designates on the basis of a uniform policy applied without discrimination as a "Designated Nonparticipating Employer" for the purposes of the Plan.

(11) "Earliest Annuity Commencement Date" is:

(a) the first day of the month coincident with or next following the date of termination of the Participant's service if he has satisfied the age and service requirements to be eligible for a normal or early retirement benefit under the provisions hereof as of such termination date; or

(b) the earliest date as of which the Participant could elect to start receiving retirement income payments under the provisions of Section 2.4(A) hereof if his service were terminated and he had not satisfied the age and service requirements to be eligible for a normal or early retirement benefit under the provisions hereof as of such termination date.

(12) "Effective Date of the Plan" shall mean January 1, 1992 or such later date as of which the Plan first became effective with respect to the particular Employer concerned.

(13) "Eligibility Computation Period" shall mean the 12-consecutive-month period that is used for the purpose of determining a year of service for eligibility to participate in the Plan. Initially, the Eligibility Computation Period shall be the 12-

consecutive-month period beginning on the Employee's Last Date of Commencement of Service and ending with the first anniversary of his Last Date of Commencement of Service; provided however, if the Employee fails to complete 1,000 Hours of Service in such initial Eligibility Computation Period, the Eligibility Computation Period shall mean the Plan Year, and the first of such Plan Year Eligibility Computation Periods shall be the Plan Year that overlaps the first anniversary of the Employee's Last Date of Commencement of Service.

(14) "Employee" shall mean any person who is a common law employee of an Employer, or a leased employee with respect to an Employer as defined in Section 414(n) of the Code.

(15) "Eligible Employee" shall mean any Employee other than:

(a) an Employee who is employed at any division or branch of any Employer that is formed or acquired by or merged into the Employer after the Effective Date of the Plan unless the Employer, by formal action on its part in the manner described in Section 6.7 hereof, provides that such persons who are employed at such division or branch shall, subject to the provisions of (b) and (c) below, be eligible for participation in the Plan in accordance with the provisions hereof;

(b) an Employee who is a participant and is accruing benefits (or who, upon his satisfaction of any age and service requirements specified thereunder as a condition of participation, will be eligible to become a participant and accrue benefits) under any other qualified defined benefit pension plan maintained by the Employer or to which the Employer makes contributions on his behalf based upon his employment with the Employer, or

(c) an Employee who is included in a unit of persons employed by the Employer who are covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and the Employer if retirement benefits were the subject of good faith bargaining between such employee representatives and the Employer and such persons are not required by that agreement to be covered in the Plan.

(d) leased employees described in Code Section 414(n), or any person retained to perform services for an Employer as an independent contractor or as an employee of a third party (whether or not a leased employee as defined in Code Section 414(n)), regardless of whether such person is subsequently determined to be a common law employee for purposes of any tax or other law.

(16) "Employer" shall mean, collectively or distributively as the context may indicate, the Company and any other corporations, associations, joint ventures, proprietorships, partnerships or other business organizations that have adopted and are participating in the Plan in accordance with the provisions of Section 1.7 hereof; provided however, such term shall not include any division of any Employer which is not

geographically located at the principal place of business of such Employer and shall not include any subsidiary of any Employer, unless said division or subsidiary has adopted and is participating in the Plan in accordance with the provisions of Section 1.7 hereof. If the Plan is adopted on behalf of the Employees of one or more, but less than all, divisions of an employer, the term "Employer" shall apply only to the division or divisions on behalf of whose Employees the Plan has been adopted.

(17) "Final Average Monthly Compensation" shall mean the Participant's average monthly Compensation from the Employer for the five consecutive calendar years, out of the 10 completed calendar years immediately preceding the first day of the month coincident with or next following the date as of which his service terminates for any reason (or, where applicable, immediately preceding such other date as is specified hereunder), that give the highest average monthly rate of Compensation for the Participant.

The Participant's average monthly rate of Compensation will be determined by dividing the total Compensation received by him during such five-calendar-year period by the number of months for which he received Compensation from the Employer in such five-calendar-year period.

In computing Final Average Monthly Compensation for a Participant who has returned to the active service of the Employer following a full calendar year or calendar years during which he did not receive any regular Compensation from the Employer because of a leave of absence granted by the Employer or because of his reemployment with a reinstatement of his prior Vesting Service and Credited Service as described in Section 1.4 hereof, such full calendar year or calendar years during which he did not receive any regular Compensation from the Employer shall be ignored or excluded in determining the 10 calendar years and the five consecutive calendar years to be used in determining the Participant's Final Average Monthly Compensation at a subsequent date.

(18) "Highly Compensated Employee" shall mean an Employee who is a "highly compensated employee" within the meaning of Section 414(q) of the Internal Revenue Code and regulations issued with respect thereto. For Plan Years beginning after December 31, 1996, for purposes of this definition, the Employee will be a Highly Compensated Employee only if he was in the top-paid group for the preceding Plan Year. The term "top-paid group" includes all Employees who are among the highest paid 20%, but excluding the following Employees unless the Employer elects not to exclude them: (i) Employees who have not completed six months of service; (ii) Employees who normally work less than 17-1/2 hours per week; (iii) Employees who normally work not more than six months a year; (iv) Employees who are included in a unit of Employees covered by a collective bargaining agreement, except as otherwise provided in the regulations; (v) Employees who have not attained the age of 21; and (vi) Employees who are nonresident aliens and receive no U.S.-source earned income from the Employer.

(19) "Hour of Service" shall mean each hour for which an Employee is directly or indirectly paid, or is entitled to payment, by the Employer (including any predecessor business of an Employer conducted as a corporation, partnership or proprietorship) for (a)

the performance of duties or (b) reasons other than the performance of duties, including but not limited to vacation, holidays, sickness, disability, paid layoff and similar paid periods of nonworking time. Such Hours of Service shall be credited to the Employee for the period in which such duties were performed or in which occurred the period during which no duties were performed. An Hour of Service also includes each hour, not credited above, for which backpay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. These Hours of Service shall be credited to the Employee for the period to which the award or agreement pertains. The number of Hours of Service to be credited to an Employee for any period shall be governed by Sections 2530.200b-2(b) and 2530.2001-2(c) of Part 2530 of Subchapter C of Chapter XXV of Title 29 of the Code of Federal Regulations (Department of Labor regulations relating to minimum, standards for employee pension benefit plans).

(20) "Initial Vesting Date" shall mean the earlier to occur of the following dates:

(a) the date on which the Participant has completed five years of Vesting Service;

or

(b) the date on which the Participant attains his Normal Retirement Age;

provided however, that the provisions of Section 4.6 hereof shall apply in determining the Initial Vesting Date of a Participant who has accrued Vesting Service during any Plan Year that the Plan is top-heavy; and provided further that the Initial Vesting Date of a Participant shall not be earlier than the Effective Date of the Plan.

(21) "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as now or hereafter amended from time to time.

(22) "Last Date of Commencement of Service" shall mean:

(a) if the Employee's service has not been previously terminated in accordance with the provisions hereof, the date on which he first performs an Hour of Service; or

(b) if the Employee's service has been previously terminated in accordance with the provisions hereof, the first day following his last termination of service on which he performs an Hour of Service;

provided however, that the provisions of Section 1.4(A) hereof shall apply in determining the Last Date of Commencement of Service of any Employee whose service is terminated and who is reemployed on or after the Effective Date of the Plan and prior to his incurring a Break in Service.

An Employer may at the time of its initial adoption of the Plan provide, with respect to all or any specified classification of its Employees, that the Last Date of Commencement of Service for the purposes of determining the Credited Service and Vesting Service of such Employees shall not be earlier than a specified date, which is later than the otherwise applicable date described above but is not later than the date as of which the Plan first became effective with respect to such Employer, and may provide that such specified date will be different for the purposes of determining the eligibility to participate in the Plan, the Credited Service and the Vesting Service of such Employees; provided however, that the date established to determine the Vesting Service of such Employees shall not be later than the date as of which such Employer became a Controlled Group Member of any other Employer participating in the Plan or, if later, the date as of which the Plan or Superseded Plan became effective with respect to such other Employer.

The Last Date of Commencement of Service of an Employee by a predecessor or acquired business shall not be earlier than the date of such merger or acquisition unless the Employer provides that a uniformly applied earlier date or dates will be used for the purposes of the Plan.

(23) "Monthly Covered Compensation" shall be equal to one-twelfth of the "covered compensation," within the meaning of Section 401(1)(5)(E) of the Internal Revenue Code and regulations and rulings issued pursuant thereto, as determined for the year prior to the year of the Participant's termination of employment, that applies to the Participant based upon his year of birth.

(24) "Normal Retirement Age" shall mean the older of:

(a) age 65 years; or

(b) the Participant's age on the fifth anniversary of the date of commencement of his Vesting Service.

(25) "Normal Retirement Date" shall mean the first day of the month coincident with or next following the date on which the Participant attains his Normal Retirement Age.

(26) "Participant" shall mean:

(a) any active Eligible Employee who has satisfied the requirements of Section 1.2 hereof;

(b) any former Eligible Employee who has satisfied the requirements of Section 1.2 hereof, whose service has not been terminated but who has subsequently been transferred from his status as an Eligible Employee as described in Section 1.5 hereof; and

(c) any retired or terminated Eligible Employee who has vested rights to benefits under the provisions of the Plan;

(27) "Plan" shall mean the Littelfuse, Inc. Retirement Plan, as amended and restated effective as of January 1, 2008 as set forth in this document and as it may hereafter be amended from time to time.

(28) "Plan Year" shall mean the calendar, policy or fiscal year on which the records of the Plan are kept as reported from time to time by the plan administrator to the Internal Revenue Service. The Plan Year, unless subsequently changed in accordance with rules or regulations issued by the Internal Revenue Service or Department of Labor, shall be the calendar year.

(29) "Post Payment Recalculation Date" shall have the meaning assigned in Section 2.1(D) hereof.

(30) "Qualified Joint and Survivor Annuity" means an annuity that (a) is payable for the life of the Participant with a survivor annuity payable for the life of his spouse which is not less than 50% and is not greater than 100% of the amount of the annuity which is payable during the joint lives of the Participant and his spouse and (b) is the actuarial equivalent of the monthly retirement income payable to the Participant for life under the provisions of the Plan.

(31) "Qualified Joint and 50% Survivor Annuity Option" shall have the meaning assigned in Option 4 in Section 3.1 hereof, with the Participant's spouse on his Annuity Starting Date as the joint pensioner.

(32) "Qualified Preretirement Survivor Annuity" shall mean the minimum death benefit, if any, described in Section 4.1(D) hereof that may be payable to the spouse of a Participant who dies prior to his Annuity Starting Date.

(33) "Required Beginning Date" shall have the meaning assigned in Section 401(a)(9) of the Internal Revenue Code and shall mean April 1 of the later of the year following the year in which the Participant attains the age of 70-1/2 or terminates his employment; provided that if any Participant is a 5-percent owner (within the meaning of Section 416 of the Internal Revenue Code) in the year in which he attains at 70-1/2, his Required Beginning Date shall be the April 1 of the following year regardless of whether he has terminated his employment.

(34) "Social Security Retirement Age" shall have the meaning given such term by Section 415(b)(8) of the Internal Revenue Code and shall be:

(a) age 65 years for a Participant whose date of birth is prior to January 1, 1938;

(b) age 66 years for a Participant whose date of birth is on or after January 1, 1938 and is prior to January 1, 1955; and

(c) age 67 years for a Participant whose date of birth is on or after January 1, 1955.

(35) "Superseded Plan" shall mean, collectively or distributively, as the context may indicate, the qualified retirement plan, if any, that was maintained by an Employer for its Eligible Employees prior to the Effective Date of the Plan and that the Plan represents an amendment and restatement thereof. Such term specifically shall include, but shall not be limited to, the Retirement Plan for Employees of Tracor, Inc., and Its Affiliates as in effect from January 1, 1989 through December 31, 1991, the Retirement Plan for Non-Exempt Employees of Tracor, Inc., and Its Affiliates as in effect from January 1, 1976 through December 31, 1988, the Retirement Plan for Exempt Employees of Tracor, Inc., and Its Affiliates as in effect from January 1, 1976 through December 31, 1988 and the retirement plan maintained from January 1, 1961 through December 31, 1975 by Littelfuse, Inc. on behalf of certain of its Employees as set forth in that group annuity contract providing a group annuity fund that was issued by the Continental Assurance Company effective January 1, 1961. References to the Superseded Plan as of any given date shall refer to the provisions as set forth under the terms of the applicable document describing such qualified retirement plan as amended and in effect on such given date prior to the Effective Date of the Plan.

(36) "Supplement" shall mean any supplement that is attached to and made a part of the Plan and that either describes provisions of the Plan that apply only to Employees of an Employer or Employers specified in such Supplement, or that includes language limiting benefits payable under the Plan required to conform to certain provisions of the Internal Revenue Code.

(37) "Trust" and "Trust Fund" shall mean the trust fund established pursuant to the terms of the Trust Agreement.

(38) "Trust Agreement" shall mean the Littelfuse, Inc. Retirement Trust, as set forth in the trust agreement of that title, and as such trust agreement may be amended from time to time.

(39) "Trustee" shall mean the corporate trustee or trustees or the individual trustee or trustees, as the case may be, appointed from time to time pursuant to the provisions of the Trust Agreement to administer the Trust Fund maintained for the purposes of the Plan.

(40) "Vested Percentage" shall mean the percentage specified in Section 2.4(A)(1) hereof in which the Participant has a nonforfeitable right to his accrued benefit attributable to Employer contributions, based upon his number of years of Vesting Service and his age as of the date that such percentage is being determined; provided, however, that the Vested Percentage of a Participant who has accrued Vesting Service during any Plan Year that the Plan is top-heavy shall be subject to the provisions of Section 4.6 hereof.

(41) "Vesting Service" shall mean the total period of elapsed time, computed in years and days, during the period beginning on the Employee's Last Date of Commencement of Service and ending on his date of retirement or termination of service

(or, where applicable, ending on such other date as is specified hereunder); provided, however, that:

(a) the first 12 months of any continuous absence during such period will be included in the Employee's Vesting Service but the portion, if any, of such absence that is in excess of 12 months will be excluded from his Vesting Service, except that any period of such absence that is included in his Credited Service will also be included in his Vesting Service;

(b) the provisions of Section 1.3 hereof shall apply in the case of an Employee who has a maternity or paternity absence, the provisions of Section 1.4 hereof shall apply in the case of an Employee who is reemployed with a reinstatement of Vesting Service accrued prior to his Last Date of Commencement of Service, the provisions of Section 1.5 hereof shall apply in the case of an Employee who is transferred to or from his status as an eligible Employee and the provisions of Section 1.6 hereof shall apply in the case of an Employee who has previously been employed as a leased employee; and

(c) with respect to any Participant in the Plan whose Vesting Service includes service accrued prior to January 1, 1989 while in the employment of the Company, the Vesting Service attributable to his employment prior to January 1, 1990 shall not be less than the "Vesting Service" that he would have accrued prior to January 1, 1990 under the terms of the Superseded Plan if the terms of the Superseded Plan as in effect on December 31, 1988 had continued without change until January 1, 1990.

(d) Notwithstanding anything in the Plan to the contrary, with respect to individuals who were employed by Teccor Electronics, Inc., a Texas corporation, or any of its subsidiaries ("Teccor") on July 6, 2003, for purposes of Vested Service, service completed with Teccor shall be treated as being completed with the Employer

(B) The terms "actuarially equivalent," "equivalent actuarial value," "actuarial equivalent" and similar terms as used herein mean equality in value of the aggregate amounts expected to be received under different forms of payment based upon the same mortality and interest rate assumptions, which shall be determined as follows:

(1) Unless specifically provided otherwise under the provisions hereof, the mortality and interest rate assumptions used in computing benefits payable on behalf of a Participant upon his retirement or termination of employment and upon the exercise of optional forms of retirement income under the Plan shall be as follows:

(a) the mortality assumptions shall be based upon the applicable mortality table prescribed by the Secretary of the Treasury pursuant to Section 417(e)(3) of the Internal Revenue Code. For purposes of the foregoing, the "applicable mortality table" for distributions with Annuity Starting Dates beginning during 2008 is the mortality table set forth in Revenue Ruling 2007-67,

and for distributions with Annuity Starting Dates beginning in Plan Years after 2008 the applicable mortality table will be the mortality table specified for the Plan Year by the Secretary of the Treasury pursuant to Section 417(e)(3) as amended by the Pension Protection Act of 2006, each which applicable mortality table is incorporated herein by this reference; and

(b) the interest rate assumption shall be 6%;

(2) Any of the provisions of Subsection (1) above to the contrary notwithstanding, if payment to any Participant (or his Beneficiary) is either (i) an actuarially equivalent lump-sum distribution or (ii) any other actuarially equivalent form of distribution that provides payments in the form of a decreasing annuity or that provides payments for a period less than the life of the Participant (or, in the case of a preretirement death benefit payable to the Beneficiary of a Participant prior to the commencement of retirement income payments to the Participant, for a period less than the life of such Beneficiary), the monthly income payable to such Participant (or Beneficiary) under the applicable provisions of the Plan (or Supplement hereto) shall first be determined (using, if necessary to determine the amount of such monthly income, the mortality and interest assumptions specified in Subsection (1)(a) and Subsection (1)(b) above). Such monthly income shall then be converted to such actuarially equivalent lump-sum distribution or such other actuarially equivalent form of distribution that provides payments in the form of a decreasing annuity or that provides payments for a period that may be less than the life of the recipient, whichever form of distribution is applicable, using the following mortality and interest assumptions:

(a) the mortality assumptions shall be based upon the applicable mortality table described in Section 1.1(B)(1)(a) above (using the mortality table specified in Revenue Ruling 2001-62 for Plan Years prior to 2008); and

(b) effective January 1, 1996, the interest rate assumption will be the applicable rate of interest based on the annual rate of interest on 30-year Treasury securities rate for November of the year prior to the Plan Year in which the Participant's benefit hereunder is paid will be used to calculate Lump Sums. Beginning in February 2002, in light of the decision by the United States Department of Treasury to suspend issuance of 30-year bonds, and to theretofore cease publication of the annual rate of interest on 30-year Treasury securities, the "annual rate of interest on 30-year Treasury securities" for a particular month will be based on such written guidance as may be issued from time to time by the Internal Revenue Service describing the appropriate 30-year Treasury interest rate to use for purposes of Section 417(e)(3).

For each Plan Year commencing with 2008, the interest rate shall be a blended rate, equal to the sum of the interest rate on 30-year Treasury securities, as determined in the preceding paragraphs, multiplied by the applicable percentage from the following table, plus the applicable segment rate, as determined under Section 417(e)(3) of the Internal Revenue Code as amended by the Pension Protection Act of 2006 for November of the year preceding the

commencement of the Plan Year, multiplied by the applicable percentage from the following table:

PLAN YEAR	PERCENTAGE FOR 30-YEAR TREASURY SECURITY RATE	PERCENTAGE FOR APPLICABLE SEGMENT RATE
2008	80	20
2009	60	40
2010	40	60
2011	20	80
2012 and thereafter	0	100

provided, however, that such amount shall not be less than the minimum amount required under Section 417(e)(3) of the Internal Revenue Code; and provided further, the amount of any such distribution to or on behalf of any Participant who was a participant in the Superseded Plan as of October 31, 1991 and whose Credited Service includes service which was accrued prior to November 1, 1991 shall not be less than the actuarial equivalent, computed using the Unisex Pension Mortality Table Projected to 1984 (UP-1984 Table) and 6% interest, of the benefit which would have been payable on his behalf under the provisions of the Superseded Plan as in effect on October 31, 1991 if (i) the provisions of the Superseded Plan as in effect on such date had continued without change and (ii) the "Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date" or, if the date of his retirement or termination of service is on or after his Normal Retirement Date, the accrued monthly normal retirement income, whichever is applicable, that is used to compute such benefit under such provisions were equal to the "Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date" or, if his Normal Retirement Date was on or prior to November 1, 1991, the monthly normal retirement income, as the case may be, that he had accrued as of October 31, 1991 under the provisions of the Superseded Plan as in effect on such date.

(3) For the purposes of Subsection (2) above, a joint and survivor annuity form of payment which may decrease upon the death of the Participant or his joint pensioner shall be deemed to be a non-decreasing annuity.

(4) For the 2000 and 2001 Plan Years, actuarial equivalence shall be calculated using either the mortality and interest rate assumption in paragraph (B)(1) or paragraph (B)(2), whichever paragraph produces the greatest benefit to the Participant.

(C) The term "single-sum value" as used herein shall mean the actuarially computed present value, as of a given date, of the retirement income payments for which it is determined based upon the interest and mortality assumptions specified in the provisions of the Plan. Unless specifically provided otherwise under the provisions hereof, the single-sum value as of a given date of a Participant's accrued benefit that is scheduled to commence at a later date shall be discounted for both interest and mortality from such scheduled commencement date to such given date.

(D) The terms "herein," "hereof," "hereunder" and similar terms refer to this document, including the Trust Agreement of which this document is a part, unless otherwise qualified by the context.

(E) The pronouns "he," "him" and "his" used in the Plan shall also refer to similar pronouns, of the feminine gender unless otherwise qualified by the context.

Section 1.2. Participation.

(A) Continuation of Participation of Superseded Plan Participants and Retroactive Amendments to Superseded Plan. Each person who was a participant in the Superseded Plan, if any, of the Employer as of the day immediately preceding the Effective Date of the Plan will become a Participant in the Plan on the Effective Date of the Plan; provided, however, that any such Participant who had retired or whose service had been terminated prior to the Effective Date of the Plan and who is (i) not an active Employee of an Employer or (ii) in the employment of a Designated Nonparticipating Employer or (iii) on a leave of absence granted by an Employer or Designated Nonparticipating Employer as of the Effective Date of the Plan shall be entitled on and after the Effective Date of the Plan to only those benefits, if any, to which he is entitled on and after the Effective Date of the Plan under the provisions of the Superseded Plan, and he and his Beneficiaries shall not be entitled to any additional benefits under the Plan as set forth herein unless he reenters the service of an Employer after the Effective Date of the Plan or unless the Plan is amended on or after the Effective Date of the Plan specifically to provide otherwise; provided further, however, that:

(1) the provisions of the Plan governing the availability and payment of optional forms of settlement and governing the payment of small retirement incomes shall be applied with respect to such persons in the same manner as though the Superseded Plan had been amended to incorporate similar provisions, and those forms of payment that are available under the provisions of the Plan shall be the only forms of payment that are available on and after January 1, 1992 to such persons and their beneficiaries, except, with respect to such benefits accrued prior to the Effective Date of the Plan, (i) if a form of payment could be elected under the provisions of the Superseded Plan at the sole discretion of the participant or his beneficiary, such form of payment shall be available to him on and after the Effective Date of the Plan and (ii) if a form of payment had been duly elected and duly approved and is in effect on December 31, 1988 under the provisions of the Superseded Plan, such elected form of payment will continue in effect unless it is or has been subsequently revoked or changed on or after January 1, 1989 (a change of beneficiaries under the election will not be considered to be a revocation or change in such election so long as the change in beneficiaries does not alter, directly or indirectly, the period over which distributions are to be made under such elected form of payment) and provided that such form .of payment complies with the provisions of Section 401(a)(9) of the Internal Revenue Code and regulations and rulings issued with respect thereto; and

(2) if the benefits that are payable on behalf of any such Participant under the provisions of the Superseded Plan require modification in order to comply with any qualified domestic relations order under Section 414(p) of the Internal Revenue Code or

to comply with any other provisions of said Code, the terms and benefits of the Superseded Plan will be considered to have been modified with respect to the Participant affected to the extent necessary to comply with such required modification.

(B) Participation of Other Eligible Employees. Each Eligible Employee who does not become a Participant in accordance with the provisions of Section 1.2(A) above and who is in the service of the Employer on or after the Effective Date of the Plan will become a Participant in the Plan on the later to occur of the following dates:

(1) the date that immediately follows the first Eligibility Computation Period during which he completes at least 1,000 Hours of Service; or

(2) the Effective Date of the Plan;

provided, however, that any such Eligible Employee whose service has not been terminated but who is absent from the active service of the Employer on such date that he is first eligible to become a Participant in the Plan as described above will become a Participant hereunder as of the date of his return to active service with the Employer. In no event shall any Employee who is not an Eligible Employee become a Participant pursuant to this Section 1.2(B).

(C) Participation Following Reemployment. The above provisions of this Section 1.2 describe the date on which an Eligible Employee will initially become a Participant in the Plan. In the event that an Employees service is terminated and he subsequently reenters the service of the Employer, the date on or after the date of his reentry as of which he will become a Participant in the Plan is subject to the provisions of Section 1.4 hereof.

(D) Notwithstanding anything in the Plan to the contrary, with respect to individuals who were employed by Teccor Electronics, Inc., a Texas corporation, or any of its subsidiaries ("Teccor") on July 6, 2003, for purposes of Section 1.2, service completed with Teccor shall be treated as being completed with the Employer.

Section 1.3. Leave of Absence and Termination of Service. Any absence from the active service of the Employer by reason of an approved absence granted by the Employer because of accident, illness, layoff with the right of recall or military service, or for any other reason on the basis of a uniform policy applied by the Employer without discrimination, will be considered a leave of absence for the purposes of the Plan and will not terminate an Employee's service provided he returns to the active service of the Employer at or prior to the expiration of his leave or, if not specified therein, within the period of time which accords with the Employer's policy with respect to permitted absences.

Absence from the active service of the Employer because of voluntary or involuntary engagement in military service will not terminate the service of an Employee and will be treated under the Plan as a leave of absence granted by the Employer if both (1) he is entitled under applicable Federal law to reemployment by the Employer upon his discharge from active duty and (2) he returns to the active service of the Employer within the period of time during which time he has reemployment rights under any applicable Federal law or within 60 days from and after discharge or separation from such engagement if no Federal law is applicable.

If the Employee does not return to the active service of the Employer at or prior to the expiration of his leave of absence as above defined, his service will be considered terminated as of the earliest to occur of (i) the date on which his leave of absence expired, (ii) the first anniversary of the date on which his leave of absence began or (iii) the date of his resignation, quit, discharge or death; provided however, that if any such Employee, who is on a leave of absence and who was a Participant in the Plan or Superseded Plan on the date on which his leave began, is prevented from his timely return to the active service of the Employer because of his death, he shall, nevertheless, be entitled, if he meets the requirements necessary to qualify therefor, to a death benefit as provided in Section 2.4 hereof, determined as though he returned to active service immediately preceding the date of his death.

If an Employee has an absence from the service of the Employer which begins on or after January, 1985 and is due to the pregnancy of the Employee, the birth of a child of the Employee or the placement of a child with the Employee in connection with the adoption of such child by such Employee or is for the purpose of caring for such child for a period beginning immediately following such birth or placement, the rights of such Employee under the Plan shall not be less favorable to the Employee than those rights that he would have had if he had been granted a one-year leave of absence beginning on the date on which his absence began. If the service of such Employee is terminated during such absence, the date of termination of such Employee for purposes of determining his accrued Vesting Service shall be deemed to be the first anniversary of the date on which such absence began and the rights of such Employee under Section 1.4 hereof to a reinstatement of his previous Credited Service and Vesting Service upon his reemployment shall not be less favorable to the Employee than those corresponding rights that he would have under such section if the date of termination of his service had been the second anniversary of the date on which his absence began and if the length of such Employee's Break in Service were based on that termination date. In determining the right of such Employee under Section 1.4 hereof to resume participation in the Plan following his reemployment, the length of his Break in Service shall exclude the Plan Year following the date on which his absence began.

In the event that an Employee's service with the Employer is interrupted because of any absence from the active service of the Employer which is not deemed a leave of absence as defined above, his service will be considered terminated as of the date of his retirement, quit, discharge, resignation or death or, if earlier, as of the first anniversary of the date of such interruption for any other reason.

Transfers of an Employee's service among the Employers and Designated Nonparticipating Employers shall not be deemed interruptions of his service and shall not constitute a termination of service for the purposes of the Plan.

Section 1.4. Reemployment.

(A) Reemployment Prior to Incurring a Break in Service. If any Eligible Employee, whose service is terminated on or after the Effective Date of the Plan, reenters the active service of the Employer and performs an Hour of Service within the 12-month period immediately following the date of termination of his service, the Credited Service which he had accrued as of the date of termination of his service shall be reinstated. On and after such reentry, any such Eligible Employee shall be treated in determining his eligibility to participate in the Plan and in

determining the Vesting Service that he accrues under the Plan in the same manner as though he had been on an unpaid leave of absence granted by the Employer during the period between such date that his service was previously terminated and such date of reentry. However, if any such Eligible Employee was entitled to a benefit under Section 2.1, 2.2 or 2.4(A) hereof prior to his reentry, his rights under the Plan on and after his date of reentry shall be determined under Section 1.4(B), 1.4(C) or 1.4(D) below, whichever is applicable, except that his reinstated Vesting Service shall not be less than that determined under the above provisions of this Section 1.4(A).

(B) Reemployment of Vested Terminated Participant Prior to Commencement of Payments. If a Participant's service is terminated on or after his Initial Vesting Date for a reason other than his normal retirement or early retirement as described in Sections 2.1 and 2.2 hereof, respectively, and he subsequently reenters the active service of the Employer prior to his Annuity Starting Date, and such Participant has not prior to his reentry received the full actuarially equivalent value of the benefit provided on his behalf under Section 2.4(A)(1), he will become a Participant upon the date of such reentry and will be entitled to a reinstatement of the Vesting Service and Credited Service that he had accrued on the date of termination of his service in lieu of the benefits to which he was entitled on such date under Section 2.4(A)(1); provided, however, that the benefit payable to such Participant commencing at Normal Retirement Date shall not be less than the amount to which he was entitled under Section 2.4(A)(1) hereof prior to his reentry into the service of the Employer.

(C) Reemployment of Retired or Vested Terminated Participant After Commencement of Payments.

(1) If a Participant, whose service is terminated on or after the Effective Date of the Plan and who has received a portion but not all of the retirement income to which he is entitled under the provisions of Section 2.1, 2.2 or 2.4(A)(1) hereof subsequently reenters the active service of the Employer on or after his Annuity Starting Date, he shall become a Participant upon the date of such reentry and the following provisions shall apply:

(a) If the date of his reentry is prior to his Required Beginning Date, subject to the provisions of Sections 1.4(C)(2) and 2.1(D) hereof, no retirement income payments shall be made during the period of such reemployment. Upon the subsequent retirement or termination of Service of such a Participant, his benefit under the Plan shall be determined in the same manner as that of a vested terminated Participant whose retirement income payments have not commenced and who subsequently reenters the service of the Employer as described in Section 1.4(B) above, except that the benefit payable under the Plan to or on behalf of such Participant upon his subsequent retirement or termination of service shall be reduced on an actuarially equivalent basis by an amount equal to the sum of the retirement income payments that he received under the provisions of Section 2.1, 2.2, 2.4(A) or 3.1 hereof, whichever is applicable, prior to such reentry into the service of the Employer; provided however, that the monthly retirement income payable to any such Participant on and after the date of his subsequent retirement shall not be less than the retirement income that would

have been payable on and after such date if he had not reentered the service of the Employer but had continued to receive his retirement income payments during the period of his reemployment; and provided further, however, if any such Participant reenters the active service of the Employer on or after his Normal Retirement Date, the monthly retirement income payable on behalf of such Participant in accordance with the provisions of Section 2.1 upon his subsequent retirement shall not be less than the amount that can be provided on an actuarially equivalent basis by the single-sum value required, as of such date of reentry, to provide the retirement income that otherwise would have been payable on his behalf after such date of reentry, accumulated with interest from such date of reentry to the date of his subsequent retirement or termination of service.

(b) If the date of his reentry is on or after his Required Beginning Date, he shall continue to receive the benefits to which he is entitled on and after such date, and any future benefits that he accrues after his Required Beginning Date shall be determined in accordance with the provisions of Section 411(b)(1)(H) of the Internal Revenue Code and regulations issued with respect thereto in a manner similar to that described in Section 2.1(D) hereof.

(2) In lieu of having his retirement income payments discontinued and his benefit payable upon his subsequent retirement or termination determined in accordance with the provisions of Section 1.4(C)(1) above, any such Participant, whose Vested Percentage at the date of his retirement or termination of service was 100%, who is receiving retirement income payments under the Plan and who reenters the active service of the Employer on less than a full-time basis, may, upon such reentry elect in writing filed with the Committee to continue to receive his retirement income payments after his reemployment in the same manner as though he had not reentered the service of the Employer. Any such Participant whose retirement income payments are continued in accordance with the provisions above shall be treated as if he then first entered the service of the Employer except that:

(a) upon the date after his reentry that he satisfies the requirements to become a Participant in the Plan, he shall become a Participant, retroactively, as of the date of his reentry; provided, however, if the date of his reentry is during the Plan Year in which the date of his retirement or termination of service occurred or is during the next following Plan Year, he shall become a Participant as of the date of his reentry;

(b) upon his becoming a Participant, he shall be entitled to a reinstatement of the Vesting Service that he had accrued as of the date of his previous retirement, or termination of service; and

(c) he shall not accrue any additional Credited Service during any "reemployment benefit accrual computation period" that he is credited with less than 1,000 Hours of Service. The "reemployment benefit accrual computation period" of any such Participant shall mean the 12-month period beginning on the date of his reentry and on each anniversary of such date.

The benefit which any such Participant accrues after the date of his reentry, which is payable to such Participant or his Beneficiary upon his subsequent retirement or termination of service, shall be limited to the amount that can be provided by the actuarial equivalent of the monthly retirement income, if any, that he accrues subsequent to such date of reentry based upon his Credited Service and Final Average Monthly Compensation determined in the same manner as though he first entered the service of the Employer on the date on or after his reentry that he commences to accrue additional Credited Service; provided, however, that such income that such a Participant accrues subsequent to his date of reentry shall not cause the actuarial equivalent of the total income payable on behalf of the Participant under the Plan to exceed the amount that would have been payable if he had not elected to continue to receive his retirement income after his reemployment and if the Credited Service that he accrues after his reentry were restricted as provided in (c) above. The retirement income that is continued during the period of reemployment of any such Participant who is reemployed on less than a full-time basis shall be discontinued if the Participant is employed on a full-time basis at any time after his reentry. If the retirement income of any such Participant is subsequently discontinued, his benefit under the Plan shall be determined under this Section 1.4(C) (and not under Section 1.4(A) above) as though his service had been terminated on the date that his retirement income was discontinued and as though he had reentered the service of the Employer immediately thereafter.

(D) Reemployment after Full Settlement. If a Participant's service has been terminated on or after the Effective Date of the Plan for any reason and he was entitled, upon such termination, to a monthly retirement income under the provisions of Section 2.1, 2.2 or 2.4(A)(1) hereof and he reenters the active service of the Employer after the full actuarial equivalent value of such retirement income has been paid on his behalf, he shall become a Participant on the date of his reentry and shall be entitled to a reinstatement of the Vesting Service and Credited Service that he had accrued as of such previous date of termination, but the benefit payable under the Plan to or on behalf of such Participant upon his subsequent retirement or termination of service shall be reduced by the actuarially equivalent value of such retirement income that has been previously paid on his behalf.

(E) Reemployment of Other Employees. Any other former Employee who is not included under the provisions of Section 1.4(A), 1.4(B), 1.4(C), or 1.4(D) above and who subsequently reenters the active service of the Employer following his termination of service will be treated as though he then first entered the service of the Employer; provided, however, that:

(1) with respect to any such Employee whose service is terminated on or after the Effective Date of the Plan, if the number of years and days included in his Break in Service is less than either five years or the number of years and days of Vesting Service that he had accrued as of the date of termination of his service, such Employee, upon the date immediately following the first Eligibility Computation Period after his reentry during, which he completes at least 1,000 Hours of Service, shall (i) become a Participant in the Plan retroactively to the first day of such Eligibility Computation Period and (ii) be entitled to a reinstatement of the Credited Service and Vesting Service that he had accrued as of such previous date of termination of service; provided, however, if any such Employee reenters the active service of the Employer as an Employee prior to his incurring a Break in Service, the date on which he will become a Participant in the Plan following the date of his reentry shall not be later than the date on which he would have

become a Participant if he had been on a leave of absence during the period between the date of his previous termination of service and the date of his reentry;

(2) with respect to any such Employee whose service was terminated prior to the Effective Date of the Plan (while the Superseded Plan was in effect with respect to the Employer by which he was employed at the date of termination of his service) and who had reentered the active service of the Employer prior to the Effective Date of the Plan or who reenters the active service of the Employer on or after the Effective Date of the Plan, his rights under the Plan with respect to the period of his service prior to such date of reentry into the service of the Employer shall be determined under the applicable provisions of the Superseded Plan as in effect on the date of his prior termination of service; and

(3) with respect to any such Employee, who (i) is not included in (1) above and whose service is or has been terminated either before, on or after the Effective Date of the Plan, (ii) had completed at least two years of Credited Service as of the date of termination of his service, (iii) had reentered or reenters the service of the Employer on or after January 1, 1985, and (iv) completes at least 10 years of Credited Service after the date of his reentry, such Employee shall be entitled, as of the date after his reentry on which he completes 10 years of Credited Service, to a reinstatement of the Credited Service that he had accrued on the date of such previous termination of his service and to a reinstatement of Vesting Service equal to the number of years of Credited Service which are reinstated as of such date in accordance with the above provisions.

(F) Reemployment of Employee Who Does Not Qualify as an Eligible Employee. The rights of any terminated Employee of the Employer who was not an Eligible Employee on the date of termination of his service and who is reemployed in a status in which he qualifies as an Eligible Employee shall be determined in accordance with the provisions of the Plan in the same manner as though he had been an Eligible Employee on the date of termination of his service. The rights of any terminated Employee of an Employer who is reemployed by the Employer in a status in which he does not qualify as an Eligible Employee shall be determined in accordance with the provisions of the Plan as though he had been reemployed by the Employer as an Eligible Employee and had immediately thereafter been transferred from his status as an Eligible Employee. A Participant shall not accrue any benefits under the Plan or Superseded Plan solely because of the assumption that he was an Eligible Employee (when he was not) on the date of termination of his service or the date of his reemployment, as the case may be.

(G) Employment of Terminated Employee of Designated Nonparticipating Employer by an Employer and Employment of Terminated Employee of Employer by Designated Nonparticipating Employer. The rights of any terminated Employee of a Designated Nonparticipating Employer who was not an Eligible Employee on the date of termination of his service and who is subsequently employed by an Employer in a status in which he qualifies as an Eligible Employee shall be determined in accordance with the provisions of the Plan in the same manner as though he had been an Eligible Employee on the date of termination of his service. The rights of any terminated Employee of an Employer who is subsequently employed by a Designated Nonparticipating Employer shall be determined in accordance with the provisions of the Plan in the same manner as though he had been reemployed by the Employer as an Eligible

Employee and had immediately thereafter been transferred to such Designated Nonparticipating Employer. A Participant shall not accrue any benefits under the Plan or Superseded Plan solely because of the assumption that he was an Employee- as defined herein on the date of termination of his service or the date of his employment, as the case may be, with a Designated Nonparticipating Employer.

(H) Employment with Former Employer or Former Designated Nonparticipating Employer. In determining the rights under the Plan of any Employee who was previously employed (either before, on or after the Effective Date of the Plan) by an employer, which was formerly an Employer participating in the Plan or Superseded Plan or was formerly a Designated Nonparticipating Employer but which is not currently an Employer or Designated Nonparticipating Employer, the period of such Employee's employment with such employer while it was an Employer or Designated Nonparticipating Employer, as the case may be, shall be recognized in determining the Vesting Service of such Employee in the same manner as though such employment during such period had been with a current Employer or Designated Nonparticipating Employer, but any period of employment with such employer after the date that it ceased to be an Employer or Designated Nonparticipating Employer shall not be recognized and his service shall be deemed to have been terminated during such period that such employer is not an Employer or Designated Nonparticipating Employer.

Section 1.5. Transfer to or from Status as an Eligible Employee. An Employee will be deemed to be transferred from his status as an eligible Employee in the event that he remains in the service of the Employer but has a change in his employment status so that he no longer qualifies as an Eligible Employee or in the event that he is transferred to and becomes an Employee of a Designated Nonparticipating Employer. Conversely, an Employee of an Employer who is not an Eligible Employee will be deemed to be transferred to the status of an eligible Employee in the event that he remains in the service of the Employers but has a change in his employee status so that he becomes an Eligible Employee or, if he was an Employee of a Designated Nonparticipating Employer, in the event that he is transferred to an Employer from such Designated Nonparticipating Employer and becomes an Eligible Employee. The service of such a person described above shall not be considered to be interrupted by reason of any such transfer, and service with the Designated Nonparticipating Employer or with the Employer while not qualified as an Eligible Employee shall be terminated in the same manner as service with the Employer while qualified as an Eligible Employee is terminated. Any provisions of Section 2.1, 2.2 or 2.4 hereof to the contrary notwithstanding, the benefits of any such Participant who has been transferred to or from the status as an eligible Employee on or after the date on which he met the requirements to become a Participant in the Plan or Superseded Plan shall (unless agreement to the contrary is made, in writing, by and between the Employer and such Employee's authorized bargaining representative with respect to the entire bargaining unit of such Employee) be determined in accordance with the following provisions of this Section 1.5.

(A) Eligibility for Benefits. In determining the eligibility of such an Employee to whom the provisions of this Section 1.5 are applicable for participation in the Plan and in determining his eligibility for the benefits provided under the Plan, his Vesting Service and Hours of Service shall be determined in the same manner as though his service with the Designated Nonparticipating Employers and with the Employers while not qualified as an Eligible Employee had been accrued with the Employers while qualified as an Eligible

Employee. Any such Employee who is transferred to the status of an Eligible Employee shall become a Participant in the Plan on the date that he becomes an Eligible Employee if he has otherwise satisfied the requirements to become a Participant in the Plan as described in Section 1.2 hereof prior to such date that he becomes an Eligible Employee.

(B) Computation of Benefit for Transferred Participant Who Is Not in Service of Employers at Date of Retirement or Termination. A Participant to whom the provisions of this Section 1.5 are applicable who has been transferred to or from his status as an Eligible Employee and who is not in the service of the Employers as of the date of his retirement or termination of service shall be entitled upon his retirement or termination of service (or his Beneficiary shall be entitled in the event his service is terminated by reason of his death), if he meets all requirements necessary to qualify for a benefit under the provisions of Section 2.1, 2.2 or 2.4 hereof or under the provisions of any applicable Supplement hereto, as the case may be, to a benefit payable in accordance with the provisions of Section 2.1, 2.2 or 2.4 hereof or in accordance with the provisions of any applicable Supplement hereto, whichever is applicable, but the amount of the monthly retirement income or other benefit which is payable on his behalf under the Plan shall be determined under the provisions of the Plan or Superseded Plan, as the case may be, as in effect as of such date of transfer and shall be based upon his Credited Service, Final Average Monthly Compensation and Monthly Covered Compensation (or, if applicable, their corresponding terms as defined under the Superseded Plan) determined as of such date of transfer.

(C) Computation of Benefits for Transferred Participant Who Is in Service of Employers at Date of Retirement or Termination. A Participant to whom the provisions of this Section 1.5 are applicable who has been transferred to or from his status as an Eligible Employee and who is in the service of the Employers as of the date of his retirement or termination of service shall be entitled upon his retirement or termination of service (or his Beneficiary shall be entitled in the event his is terminated by reason of his death), if he meets all requirements necessary to qualify for a benefit under the provisions of Section 2.1, 2.2 or 2.4 hereof or under the provisions of any applicable Supplement hereto, as the case may be, to a benefit payable in accordance with the provisions of Section 2.1, 2.2 or 2.4 hereof or in accordance with the Provisions of any applicable Supplement hereto, whichever is applicable, but the amount of the monthly retirement income which is payable on his behalf under the Plan shall, subject to the provisions of Section 1.5(D) below, be equal to the product of:

(1) the monthly retirement income which would have been payable on behalf of such Participant under the Provisions of Section 2.1, 2.2 or 2.4 hereof or under the provisions of any Supplement hereto, as the case may be, if his service accrued with the Designated Nonparticipating Employers and with the Employers while not qualified as an Eligible Employee were included with his Credited Service accrued with the Employers while qualified as an Eligible Employee;

multiplied by

(2) the fraction in which the numerator is the Participant's Credited Service that he accrued while in the service of the Employers hereunder while qualified as an Eligible Employee and the denominator is the total Credited Service that he would have

accrued if his service accrued with the Designated Nonparticipating Employers and with the Employers while not qualified as an Eligible Employee were included with his Credited Service accrued with the Employers while qualified as an Eligible Employee.

(D) Special Provisions Applicable to Benefits. The monthly income computed under this Section 1.5 shall be subject to the following:

(1) there shall be no duplication of service in computing benefits under the Plan and under any other qualified pension or annuity plan to which any Employer or Designated Nonparticipating Employer makes contributions on behalf of its employees who are not Employees as defined herein, and, if service accrued while qualified as an Eligible Employee is used in determining the accrued benefit of the Participant under any such other qualified pension or annuity plan, then the portion of the benefit payable under the Plan based on such duplicated service shall be reduced (but not so as to produce a negative amount) by the actuarially equivalent amount of the benefit payable under such other qualified pension or annuity plan based on such duplicated service;

(2) all compensation that a Participant, who is an Eligible Employee on the date of his retirement or termination of service, received from the Designated Nonparticipating Employers and from the Employers while not qualified as an Eligible Employee shall be treated in determining his Final Average Monthly Compensation in the same manner as though such compensation had been received from the Employer while qualified as an Eligible Employee; and

(3) all compensation that a Participant, who is not an Eligible Employee on the date of his retirement or termination of service, received after the date on which he last qualified as an Eligible Employee from the Designated Nonparticipating Employers and from the Employers while not qualified as an Eligible Employee shall be ignored or excluded in determining his Final Average Monthly Compensation and the period during which he received such compensation shall be ignored or excluded in determining the 10 calendar years and the five consecutive calendar years that are used in determining his Final Average Monthly Compensation.

(E) Payments from One Trust Fund. In lieu of the payment of retirement income or other benefits to such a Participant from the trust fund of more than one qualified pension plan of the Designated Nonparticipating Employers and the Employers, the administrators of the pension plans may, by mutual agreement, provide for payment of the entire monthly income or other benefit from one trust fund with appropriate reimbursement to the trustee of the trust fund from which the benefits are to be paid by transfer of funds equal to the single-sum value of the benefits payable under the other plan (or plans) to the trust fund from which benefits actually will be paid.

Section 1.6. Participation and Benefits for Current and Former Leased Employees. A "leased employee" (within the meaning of Section 414(n) of the Internal Revenue Code) of an Employer or Designated Nonparticipating Employer shall not be deemed for any purposes of the Plan to be an Eligible Employee of such Employer or Designated Nonparticipating Employer. However, in the event that any such former leased employee qualifies as an Eligible Employee

on or after the Effective Date of the Plan, unless the Plan is otherwise excluded by applicable regulations from the requirements of Section 414(n) of the Internal Revenue Code, the total period that he provided services to the Employer or Designated Nonparticipating Employer as a leased employee shall be treated under the Plan in determining his nonforfeitable right to his accrued benefits and his eligibility to become a Participant in the Plan in the manner described in Section 1.5(A) hereof as though he had been an Employee of a Designated Nonparticipating Employer during such period of service (but such service shall not be included in the service that is used to calculate any benefits that he accrues under the Plan).

Section 1.7. Rights of Other Employees to Participate. Any division of any Employer which is not geographically located at the principal place of business of such Employer, any subsidiary of any Employer and any other corporation, association, joint venture, proprietorship, partnership or other business organization may, in the future, adopt the Plan on behalf of all or certain of its employees by formal action on its part in the manner described in Section 6.7 hereof provided that the Company, by formal action on its part in the manner described in Section 6.7 hereof, and the Committee both approve such participation.

The administrative powers and control of the Company, as provided in the Plan, shall not be deemed diminished under the Plan by reason of the participation of any other Employers in

the Plan, and such administrative Powers and control specifically granted herein to the Company with respect to the appointment Of the Committee, amendment of the Plan and other matters shall apply only with respect to the Company.

The Plan is a single plan with respect to all Employers unless the Company, by formal, action on its part in the manner described in Section 6.7 hereof, specifically provides that the Plan shall be a separate plan with respect to any specified Employer or to any specified division of any Employer or with respect to any specified group of Employers and/or divisions. In the event that the Plan does not represent a single plan with respect all divisions of any Employer, the division or divisions with respect to which the Plan represents a separate plan shall be considered for the purposes of this section and treated under the Plan as one Employer and its other division or divisions shall be considered for the purposes of this section and treated under the Plan as a separate Employer or, if applicable, as separate Employers.

The contributions of any Employer that is a member of a group of Employers with respect to which the Plan represents a single plan shall be available to provide benefits on behalf of any Participants who are Employees of any other Employers that are members of such group but shall not be available to provide benefits on behalf of any Participants who are Employees of any Employers that are not members of such group. The contributions of any Employer with respect to which the Plan represents a single plan for only that Employer shall be available to provide benefits on behalf of Participants who are its Employees but shall not be available to provide benefits on behalf of Participants who are Employees of any other Employers.

Any Employer may withdraw from the Plan at any time by formal action on its part, in the manner described in Section 6.7 hereof specifying its determination to withdraw. Any such withdrawing Employer shall furnish the Committee and the Trustee with evidence of the formal action of its determination to withdraw. Any such withdrawal may be accompanied by such

modifications to the Plan as such Employer shall deem proper to continue a retirement plan for its Employees separate and distinct from the retirement plan herein set forth. Withdrawal from the Plan by any Employer shall not affect the continued operation of the Plan with respect to the other Employers; provided, however, in the event of the withdrawal of an Employer that is a member of a group of Employers with respect to which the Plan represents a separate plan and in the event that provision is made for the continuation of a retirement plan for its Employees separate and distinct from the retirement plan herein set forth, the share, if any, of the assets of the Trust Fund allocable to such group of Employers that is transferred on behalf of such withdrawing Employer to such other retirement plan shall be equal to the assets, if any, that would have been allocated on behalf of the Employees of such withdrawing Employer under the provisions of Section 4.5 hereof if such withdrawing Employer had terminated its participation in the Plan on the date of such withdrawal; provided, however, that the Company may, in its absolute discretion, direct that an additional amount of assets be transferred on behalf of such withdrawing Employer to such other retirement plan provided that the transfer of such additional amount of assets would not lower the amount of the distributions that would be made on behalf of the Participants who are Employees of the other Employers that are members of such group of Employers with respect to which the Plan represents a separate plan if the Plan were terminated as of the effective date of such transfer with respect to all of the Employers that are members of such group of Employers.

The Company, by formal action on its part in the manner described in Section 6.7 hereof may in its absolute discretion terminate any Employer's participation in the Plan at any time, and the provisions of the Plan shall be applied with respect to such Employer in the same manner as though it had voluntarily withdrawn as a participating Employer.

SECTION 2. NORMAL AMOUNT AND PAYMENT OF RETIREMENT INCOME.

Section 2.1. Normal Retirement and Retirement Income. Normal retirement under the Plan is termination of employment from the Employer for any reason on or after the date that the Participant attains his Normal Retirement Age. No provision of this section or the Plan shall require the retirement of a Participant upon his attainment of his Normal Retirement Age. In the event of normal retirement, payment of retirement income will be governed, subject to the provisions of Section 4 hereof, by the following provisions of this Section 2.1.

(A) Normal Retirement Date. The Normal Retirement Date of each Participant will be the first day of the month coincident with or next following the date on which he attains his Normal Retirement Age. Any Participant who retires after attaining his Normal Retirement Age but prior to his Normal Retirement Date and who is surviving on his Normal Retirement Date shall be considered for the purposes of the Plan to have retired on his Normal Retirement Date.

(B) Amount of Retirement Income. The monthly retirement income payable in the manner described in Section 2.1(C) hereof to a Participant who retires on or after his Normal Retirement Date shall be an amount equal to the sum of:

(1) 1.00% of his Final Average Monthly Compensation multiplied by his number of years of Credited Service that are in excess of one year;

plus

(2) 0.50% of that portion, if any, of his Final Average Monthly Compensation that is in excess of the Monthly Covered Compensation that applies to him multiplied by his number of years of Credited Service that are in excess of one year; provided, however, that such product shall not exceed 22.5% of that portion, if any, of his Final Average Monthly Compensation that is in excess of the Monthly Covered Compensation that applies to him.

The monthly amount of retirement income payable to a Participant who retires after his Normal Retirement Date, however, shall not be less than that amount that can be provided on a actuarially equivalent basis by the sum of (i) the single-sum value as of his Normal Retirement Date of the normal monthly retirement income that would have been payable to him in accordance with the provisions above if he had retired on his Normal Retirement Date (based upon his Credited Service, Final Average Monthly Compensation and Monthly Covered Compensation determined as though he had actually retired on his Normal Retirement Date) and, in the event that the above provisions of this section have been amended after his Normal Retirement Date, if the above provisions of this Section 2.1(B) had been in effect on his Normal Retirement Date, and (ii) the amount of interest on such single-sum value in (i) above, where the interest shall be compounded annually from the Participant's Normal Retirement Date to his actual retirement date. All computations to determine such minimum monthly retirement income payable to or on behalf of such a Participant (including any computations to convert such minimum monthly retirement income to an actuarially equivalent retirement income that may be payable on his behalf under Section 3.1 hereof) shall be on the basis of the interest and mortality

assumptions that were being used as of his Normal Retirement Date to determine actuarially equivalent monthly retirement incomes.

(C) Payment of Retirement Income. The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the Participant's Normal Retirement Date, or, if the Participant retires after his Normal Retirement Date, the first payment will be made on the first day of the month coincident with or next following the date of his actual retirement. The last payment will be the payment due immediately preceding the retired Participant's death.

(D) Special Provisions Applicable to Participants Who Receive Retirement Income Payments While Continuing in Employment of Employer after Required Beginning Date. A Participant who continues in the employment of the Employer beyond the end of the year in which he attains age 70 1/2 shall start receiving monthly retirement income payments commencing as of April 1 of the year following the year he attains age 70 1/2 (the "In-Service Commencement Date"). Such monthly retirement income payments shall be initially determined and payable in the same manner as though the Participant had retired on the last day of the year in which he attains age 70 1/2. The retirement income payable to such a Participant shall thereafter be subject to adjustment as of the first day of each calendar year which begins after the year that includes his In-Service Commencement Date and prior to the date of his actual retirement and shall be subject to adjustment as of the first day of the month coincident with or next following the date of his actual retirement (each such adjustment day is herein referred to as a "Post Payment Recalculation Date") to reflect the additional accruals, if any, that such Participant is entitled to receive because of his employment after his In-Service Commencement Date.

(E) Commencement after Normal Retirement Date. In the event that a Participant's Annuity Starting Date is after his Normal Retirement Date, his accrued benefit shall be the greater of his Accrued Benefit on Annuity Starting Date or the actuarial equivalent of his Accrued Benefit on his Normal Retirement Date, determined in accordance with Section 411(b)(1)(H) of the Internal Revenue Code and the regulations thereunder, but without reference to the provisions thereof that permit the suspension of benefits upon notice to a Participant who is employed after his Normal Retirement Date. If a Participant's Required Beginning Date is after the April 1 following the year in which he attains age 70 1/2, his benefit shall be the greater of his accrued benefit on his Annuity Starting Date or the actuarial equivalent of his accrued benefit as of April 1 following the year in which he attains age 70 1/2, calculated as required by Section 401(a)(9)(C)(iii) of the Internal Revenue Code (offset by any actuarial adjustment required for the same period pursuant to the preceding sentence).

Section 2.2. Early Retirement and Retirement Income. Early retirement under the Plan is retirement from the service of the Employer prior to the Participant's Normal Retirement Date and on or after the date as of which he has both attained the age of 55 years and completed 10 years of Vesting Service. In order to retire under the provisions of this section, the written consent of the Participant must be filed with the Committee within 90 days prior to the date as of which his retirement income payments are to commence. In the event of early retirement, payment of retirement income will be governed, subject to the provisions of Section 4 hereof, by the following provisions of this Section 2.2.

(A) Early Retirement Date. The Early Retirement Date will be the first day of the month coincident with or next following the date a Participant retires from the service of the Employer under the provisions of this Section 2.2 prior to his Normal Retirement Date.

(B) Amount of Retirement Income. The monthly amount of retirement income payable in the manner described in Section 2.2(C) hereof to a Participant who retires prior to his Normal Retirement Date under the provisions of this Section 2.2 shall be equal to the product of:

(1) the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which the Participant has accrued as of his Early Retirement Date;

multiplied by

(2) the factor specified in the schedule below based upon the Social Retirement Age of such Participant and upon his attained age (to the nearest month) at his Early Retirement Date (straight line interpolation between the next higher age and the next lower age shall be used to determine the factor that applies to a Participant whose attained age to the nearest month on his Early Retirement Date is not a whole number of years):

ATTAINED AGE ON EARLY RETIREMENT DATE	EARLY RETIREMENT REDUCTION FACTOR IF SOCIAL SECURITY RETIREMENT AGE IS		
	65 Years	66 Years	67 Years
62 or older	1.000	1.000	1.000
61	.933	.933	.933
60	.867	.867	.867
59	.833	.833	.833
58	.800	.800	.800
57	.760	.760	.750
56	.700	.700	.688
55	.640	.640	.632

(C) Payment of Retirement Income. The retirement income payable in the event of early retirement will be payable on the first day of the month. The first payment will be made on the Participant's Early Retirement Date and the last payment will be the payment due immediately preceding the retired Participant's death.

(D) Temporary Supplemental Monthly Retirement Income. A Participant who retires from the service of the Employer under the provisions of this Section 2.2 prior to his Normal Retirement Date and on or after both January 1, 1993 and the date as of which he has both attained the age of 62 years and completed 10 years of Vesting Service shall be entitled, in addition to the monthly retirement income described above in this Section 2.2, to a temporary supplemental monthly retirement income, in the amount determined under Subsection (1) below, that is payable in the manner described in Subsection (4) below.

(1) Amount of Income. The amount of the temporary supplemental monthly retirement income payable under this Section 2.2(D) during an applicable calendar year shall, subject to the provisions of Subsection (3) below, be equal to the sum of:

(a) $350;

plus

(b) the accumulated increments that have been added to such figure each calendar year after December 31, 1993 for increases in cost-of-living pursuant to the provisions of Subsection (2) below.

(2) Cost-of-Living Adjustments. Commencing January 1, 1994 and as of each January 1 thereafter, the amount determined under Subsection (1) above shall be increased, if applicable, to reflect changes in the Consumer Price Index and/or the medical trend during the preceding calendar year. The incremental amount, if any, which is to be added as of January 1 of a given calendar year under Subsection (1) shall be determined by multiplying the amount that applied under Subsection (1) for the immediately preceding calendar year by the smallest of the following percentages:

(a) the percentage equal to the excess, if any, of (i) the percentage, computed to the nearest tenth of one percent, that is determined by dividing (aa) the average of the Consumer's Price Index for the 12-month period ending with the last August 31 preceding the applicable January 1st on which the adjustment is to be made (such average shall be computed by adding the Consumer's Price Indices for such 12 months and dividing the total by 12 and rounding the result to the nearest tenth of one percent) by (bb) the average of the Consumer's Price Index for the 12-month period ending with the penultimate August 31 preceding the applicable January 1st on which the adjustment is to be made (such Consumer's Price Index shall be on the same base as used in (aa) above and shall be computed by adding the Consumer's Price Indices for such 12 months and dividing the total by 12 and rounding the result to the nearest tenth of one percent) over (ii) 100.0%;

(b) the percentage equal to one-half of the excess, if any, of (i) the percentage, computed to the nearest tenth of one percent, that is determined by dividing (aa) the average of the medical care component of the Consumer's Price Index for the 12-month period ending with the last August 31 preceding the applicable January 1st on which the adjustment is to be made (such .average shall be computed by adding the medical care component of the Consumer's Price Indices for such 12 months and dividing the total by 12 and rounding the result to the nearest tenth of one percent) by (bb) the average of the medical care component of the Consumer's Price Index for the 12-month period ending with the penultimate August 31 preceding the applicable January 1st on which the adjustment is to be made (such Consumer's Price Index shall be on the same base as used in (aa) above and shall be computed by adding the medical care component of the Consumer's Price Indices for such 12 months and dividing the

total by 12 and rounding the result to the nearest tenth of one percent) over (ii) 100.0%;

or

(c) 5%.

The temporary supplemental monthly retirement income payable under this Section 2.2(D) shall be adjusted as of each January 1 after the Participant's Early Retirement Date and prior to his Normal Retirement Date, if applicable, to reflect the cost-of-living increase provided under this Subsection (2).

For the purposes of this section, `Consumer's Price Index' means the latest Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, All Items, prepared by the U. S. Department of Labor, Bureau of Labor Statistics, or, if there is no such National Consumer's Price Index at the time of determination, then `Consumer's Price Index' shall mean the index which, in the opinion of the Committee, is the successor or most nearly comparable index successor.

(3) Maximum Amount of Income. The amount of the temporary supplemental monthly retirement income payable under this Section 2.2(D) during an applicable calendar year shall not exceed the smaller of:

(a) $600;

or

(b) the monthly old-age insurance benefit, determined as of the Participant's Early Retirement Date under the provisions of the Social Security Act as in effect on the January 1st immediately preceding his Early Retirement Date, that would be payable to him at his Normal Retirement Date assuming that he will not receive after. his Early Retirement Date any income that would be treated as wages for the purposes of the Social Security Act; the determination of the amount of such old-age insurance benefit shall be made by the Committee based on available salary information for prior years, and, for prior years that salary information is not available, it shall be assumed that the Participant's wages had increased each calendar year at the same rate as the average of the total wages (as specified in Section 215(b)(3)(A)(ii) of the Social Security Act) for such calendar years. Any automatic cost-of-living or other specified increases in benefit levels under the Social Security Act that become effective after the January 1 immediately preceding the Participant's Early Retirement Date shall be ignored.

(4) Payment of Retirement Income. The temporary supplemental monthly retirement income payable to a Participant under the provisions of this Section 2.2(D) shall be payable on the first day of the month. The first payment will be made on the Participant's Early Retirement Date, and the last payment will be the payment due on his Normal Retirement Date or on the first day of the month coincident with or immediately

preceding the date of his death, whichever is earlier. Any provisions hereof to the contrary notwithstanding, the provisions of Section 3.1 hereof pertaining to optional forms of payment shall not apply to the temporary supplemental monthly retirement income payable under this Section 2.2(D).

(E) Post-Retirement Death Benefit Payable to Surviving Spouse. In the event of the death of a Participant who has retired under the provisions of this Section 2.2 on or after both January 1, 1993 and the date as of which he has both attained the age of 62 years and completed 10 years of Credited Service, there shall be payable to his surviving spouse, if any, a post-retirement death benefit provided (a) the Participant and such surviving spouse were married to each other at the Participant's Early Retirement Date and at the date of his death and (b) the retired Participant's death occurs within five years after his Early Retirement Date and prior to his surviving spouse's having attained the age of 65 years. Such post-retirement death shall be in addition to any other benefits payable after the Participant's death under the provisions hereof and shall be payable in monthly installments in the amounts determined under Subsection (1) below and in the manner described in Subsection (2) below:

(1) Amount of Monthly Installments. The amount of the monthly installment payment under this Section 2.2(E) for any month that a payment is due under this Section 2.2(E) shall be equal to 60% of the temporary supplemental monthly retirement income that is payable for such month under the provisions of Section 2.2(D) above to a retired Participant who is eligible for such an income under the provisions of Section 2.2(D).

(2) Payment of Monthly Installments. The monthly installment payments to the Participant's surviving spouse under this Section 2.2(E) shall be payable on the first day of the month. The first payment will be made on the first day of the month next following the date of the Participant's death. The last payment will be the payment due on the first day .of the month immediately preceding (a) the date of the surviving spouse's death, (b) the fifth anniversary of the Participant's Early Retirement Date or (c) the date on which the surviving spouse attains the age of 65 years, whichever is earliest.

Section 2.3. Disability Retirement and Retirement Income. No provision is made under the Plan for disability retirement from the service of the Employer.

Section 2.4. Benefits Other Than on Retirement.

(A) Benefit on Termination of Service and on Death after Termination of Service. (1) In the event that a Participant's service is terminated prior to his Normal Retirement Date and on or after his Initial Vesting Date for any reason other than his death or early retirement as described in Section 2.2 hereof, he will be entitled to a monthly retirement income to commence on his Normal Retirement Date or, if he so requests in writing filed with the Committee at least 30 but not more than 90 days prior to the effective date thereof, to commence on the first day of any month which is prior to his Normal Retirement Date and is on or after the date on which he attained the age of 55 years. Such monthly retirement income payable in the manner described in Section 2.4(A)(2) hereof to a Participant under the provisions of this Section 2.4(A) shall be equal to that amount which can be provided on an actuarially equivalent basis by:

(a) if the Participant has not both attained the age of 55 years and completed 10 years of Vesting Service as of the date of termination of his service, an amount equal to the product of:

(i) the single-sum value, determined as of the date of termination of his service, of the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that he has accrued to the date of termination of his service, accumulated with interest from the date of termination of his service to the date as of which his monthly retirement income payments are to commence in accordance with the provisions above;

multiplied by

(ii) his Vested Percentage, which shall be equal to the percentage specified in the schedule below, based upon his number of years (ignoring fractions) of Vesting Service as of the date of termination of his service:

YEARS OF VESTING SERVICE	VESTED PERCENTAGE
Less than 5	0%
5 or more	100%;

provided, however, that the Vested Percentage of any Participant who has attained his Normal Retirement Age as of the date of termination of his service shall be 100%; or

(b) if the Participant has both attained the age of 55 years and completed 10 years of Vesting Service as of the date of termination of his service, the single-sum value, determined as of the date of termination of his service, of the monthly early retirement income that would have been payable to him in accordance with the provisions of Section 2.2 hereof if he had retired under the provisions of such section on the date of termination of his service, accumulated with interest from the date of termination of his service to the date as of which his monthly retirement income payments are to commence in accordance with the provisions above.

All computations to determine the monthly retirement income payable to or on behalf of such a terminated Participant (including any computations to determine the monthly retirement income payable on his behalf under Section 2.4(A)(3) or 3.1 hereof) shall be on the basis of the interest and mortality assumptions that are being used as of the date of termination of his service to determine actuarially equivalent monthly retirement incomes.

(2) The retirement income payable under Section 2.4(A)(1) above will be payable on the first day of each month. The first payment will be made, if the Participant shall then be living, on his Normal Retirement Date or, if he has elected an earlier commencement date in accordance with the provisions of Section 2.4(A)(1) above, on the

first day of such earlier month as of which he has elected to commence receiving his retirement income payments. The last payment will be the payment due immediately preceding his death.

(3) In the event that the terminated Participant dies prior to the date as of which his retirement income payments are to commence as described above without his having received, prior to his death, the actuarially equivalent value of the benefit provided on his behalf under Section 2.4(A)(1) above, his Beneficiary will receive the monthly retirement income, beginning on the first day of the month coincident with or next following the date of the terminated Participant's death, which can be provided on an actuarially equivalent basis by the single-sum value of the benefit determined in accordance with Section 2.4(A)(1) above to which the terminated Participant was entitled as of the date of termination of his service, accumulated with interest from such date to the date of his death. The monthly retirement income payments under this Section 2.4(A)(3) shall, subject to the provisions of Section 2.4(B)(4) hereof, be payable for the life of the Beneficiary designated or selected under Section 5.2 to receive such benefit, and, in the event of such Beneficiary's death within a period of 10 years after the Participant's death, the same monthly amount that was payable to the Beneficiary shall be payable for the remainder of such 10-year period in the manner and subject to the provisions of Section 5.3; provided however, in lieu of payment of such benefit in the form of monthly income described above, the single-sum value of such benefit may be paid on an actuarially equivalent basis to the Participant's designated Beneficiary in such other manner and form permitted under Section 2.4(B) hereof and commencing on such other date permitted under Section 2.4(B) hereof as the Beneficiary may elect in writing filed with the Committee. In the case of a Participant who terminated employment prior to January 1, 2008, the death benefit described herein shall be paid only if the Participant did not waive the death benefit in accordance with the provisions of Section 2.4(A) as in effect prior to the January 1, 2008, amendment and restatement of the Plan, and the adjustment to the amount of the benefit of a Participant who did not waive the death benefit described therein shall continue to apply.

(4) The provisions of Sections 3.1 and 4 hereof are applicable to the benefits provided under this Section 2.4(A).

(5) Except as specifically provided otherwise in any Supplement hereto and unless specifically provided otherwise in the Plan, the Participant whose service is terminated prior to his Initial Vesting Date shall not be entitled to any benefit under the Plan whatever, and the value of such Participant's accrued benefit shall be forfeited as of the date of termination of his service and used to reduce Employer contributions.

(B) Benefit Payable in Event of Death While in Service. (1) If the service of a Participant is terminated by reason of his death on or after his Initial Vesting Date and prior to his Required Beginning Date, there shall be payable to the Participant's designated Beneficiary the monthly retirement income, beginning on the first day of the month coincident with or next following the date of the Participant's death, that can be provided on an actuarially equivalent basis by the greater of:

(a) if the Participant's service is terminated by reason of his death prior to his Normal Retirement Date and prior to the date as of which he will have both attained the age of 55 years and completed 10 years of Vesting Service, the single-sum value, determined as of the date of his death, of the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that the as accrued to the date of his death; or

(b) if the Participant's service is terminated by reason of his death on or after the date as of which he has both attained the age of 55 years and completed 10 years of Vesting Service or on or after his Normal Retirement Date, the single-sum value, determined immediately prior to the Participant's death, of the monthly retirement income that the Participant would have been entitled to receive under the provisions of Section 2.1 or 2.2 hereof, whichever would have applied, if he had retired from the service of the Employer on the date of his death.

(2) Except as provided in Section 2.4(B)(3) below and subject to the provisions of Section 2.4(B)(4) below, the monthly retirement income payments under this Section 2.4(B) shall be payable for the life of the Beneficiary designated or selected under Section 5.2 hereof to receive such benefit, and, in the event of such Beneficiary's death within a period of 10 years after the Participant's death, the same monthly amount that was payable to the Beneficiary shall be payable for the remainder of such 10-year period in the manner and subject to the provisions of Section 5.3 hereof.

(3) A Beneficiary may elect in writing filed with the Committee, that in lieu of payment of the benefit provided under this Section 2.4(B) (or, if applicable, under Section 2.4(A)(3) hereof) in the manner described above, such benefit will be paid on an actuarially equivalent basis to the designated Beneficiary on the first day of any month that is on or after the date of the Participant's death and is on or prior to the Participant's Required Beginning Date and is payable in accordance with one of the options described below:

OPTION A: A monthly retirement income in equal amounts that is payable to the Beneficiary for his lifetime.

OPTION B: A monthly retirement income in equal amounts that is payable to the Beneficiary for a period certain of 60 months or 120 months, whichever number of months is specified by the Participant or his Beneficiary, as the case may be, in his written election filed with the Committee. In the event of the Beneficiary's death prior to the expiration of such specified period certain, the same monthly amount shall be payable for the remainder of the specified period certain in the manner and subject to the provisions of Section 5.3 hereof.

provided, however, that payment of any such benefit shall be subject to the provisions of Section 2.4(B)(4) below.

(4) Any form of payment applicable to the death benefit provided under this Section 2.4(B) (or, if applicable under Section 2.4(A)(3) hereof), which has been designated by a Participant prior to January 1, 1984 under the terms of the Superseded Plan and which satisfies the transitional rule in Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 (P.L. 97-248), will continue in effect on and after the Effective Date of the Plan with respect to the death benefits provided under this Section 2.4(B) (or, if applicable, under Section 2.4(A)(3) hereof) unless such designated form of payment has been or is subsequently revoked or changed (a change of Beneficiaries under the designation will not be considered to be a revocation or change of such form of payment so long as the change in Beneficiaries does not alter, directly or indirectly, the period over which distributions are to be made under such form of payment); provided however, if a Participant, whose death occurs on or after his Initial Vesting Date, had been married to his spouse throughout the one-year period immediately preceding his death and he had designated a person other than his spouse as his Beneficiary and such spouse has not consented to such other person being designated, the provisions of Section 4.1(D) hereof shall apply with respect to payments due his surviving spouse, if any. Subject to the preceding sentence and except to the extent otherwise permissible under Section 401(a)(9) of the Internal Revenue Code and regulations issued pursuant thereto, the benefit payable under this Section 2.4(B) (or, if applicable, under Section 2.4(A)(3) hereof) on behalf of any Participant must be payable in a manner that satisfies the restrictions of Section 401(a)(9) of the Internal Revenue Code and must:

(a) commence not later than the Participant's Required Beginning Date; provided, however, if the Beneficiary is not the Participant's spouse, distribution must commence not later than one year after the date of the Participant's death or, if the o Participant's surviving spouse was his Beneficiary and such surviving spouse dies prior to the commencement of benefit payments, distribution must commence not later than one year after the date of such surviving spouses death; and

(b) be distributed to the Participant's Beneficiary over one or a combination of the following periods:

(i) the life of his Beneficiary; or

(ii) a period certain not extending beyond the life expectancy of the Beneficiary;

provided, however, if the Participant has no designated Beneficiary or if the designated Beneficiary is not a living person, such benefit must be distributed in its entirety to the Beneficiary not later than the fifty anniversary of the date of (i) the Participant's death or (ii) the death of the Participant's spouse, whichever death is the later to occur. Any amount payable to a child of the Participant shall be treated for the purposes of this Section 2.4(B)(4) as if it had been payable to the surviving spouse of the Participant if such amount that is payable to the child will become payable to such surviving spouse upon such child's reaching majority (or upon the occurrence of such other designated event permitted under regulations issued with respect to Section 401(a)(9) of the Internal Revenue Code). In the event that the Beneficiary to receive the

death benefit payable under Section 2.4(A)(3) or 2.4(B) hereof on behalf of a Participant whose death occurs prior to his Normal Retirement Date is his surviving spouse, the retirement income payable to such surviving spouse under Section 2.4(A)(3) or 2.4(B) hereof shall be deferred and be payable on an actuarially equivalent basis to such surviving spouse commencing on the Participant's Normal Retirement Date, if such surviving spouse is then living, unless (i) the surviving spouse consents or elects in writing to receive such benefit commencing as of a date that is prior to the Participant's Normal Retirement Date and is on or after the date of the Participant's death, (ii) the date of death of the Participant is prior to his Initial Vesting Date, (iii) the Participant had not been married to his surviving spouse throughout the one-year period immediately preceding his death or (iv) a lump-sum payment is payable to his surviving spouse under the provisions of Section 3.2 hereof.

(5) If the service of a Participant is terminated by reason of his death on or after his Required Beginning Date, no benefit will be payable to his Beneficiary under the provisions of this Section 2.4(B). Additional retirement income payments may be payable, however, after the Participant's death to his joint pensioner or other Beneficiary, depending upon the form of payment of the retirement income that the Participant was receiving immediately prior to his death and taking into account the increase, if any, that would have applied under the provisions of Section 2.1(D) hereof to the amount of retirement income payable to the Participant commencing as of the first day of the month coincident with or next following the date of the Participant's death if the Participant had retired immediately prior to his death and had survived to such day.

SECTION 3. SPECIAL PROVISIONS REGARDING PAYMENT OF BENEFITS.

Section 3.1. Optional Forms of Retirement Income. In lieu of the amount and form of retirement income payable in the event of normal retirement, early retirement or termination of service, as specified in Sections 2.1, 2.2 and 2.4(A) hereof and as subjected to the provisions of Section 4.1 hereof a Participant, upon written request to the Committee, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the options described below commencing on the date as of which such retirement income is due under the provisions of Section 2.1, 2.2 or 2.4(A) hereof, whichever is applicable, or commencing on such later date, which shall not be later than his Required Beginning Date, as the Participant may specify in his written request to the Committee.

OPTION 1: A retirement income of smaller monthly amount that is payable in equal monthly amounts to the Participant during the lifetime of the Participant, and, in the event of his death within a period of 10 years after the date as of which his retirement income payments first commenced, the same monthly amount that was payable to the Participant will be payable for the remainder of the 10-year period to a Beneficiary designated by him.

OPTION 2: A retirement income of smaller monthly amount that is payable in equal monthly amounts to the Participant during the lifetime of the Participant and, if the Participant predeceases the joint pensioner designated by the Participant prior to the Annuity Starting Date, 75% of such smaller monthly amount will be payable to the joint pensioner for the lifetime of the joint pensioner.

OPTION 3: A retirement income of smaller monthly amount that is payable in equal monthly amounts to the Participant during lifetime of the Participant and, if the Participant predeceases the joint pensioner designated by the Participant prior to the Annuity Starting Date, 100% of such smaller monthly amount will be payable to the joint pensioner for the lifetime of the joint pensioner.

OPTION 4: A retirement income of smaller monthly amount that is payable in equal monthly amounts to the Participant during the lifetime of the Participant, and, if the Participant predeceases the joint pensioner designated by the Participant prior to the Annuity Starting Date, 50% of such smaller monthly amount will be payable to the joint pensioner for the lifetime of the joint pensioner.

In addition, a Participant whose Annuity Starting Date is prior to July 1, 2008, may elect Option 2 as set forth in the Plan prior to its restatement as of January 1, 2008.

The amount of retirement income determined under any of the above optional forms of payment must satisfy the requirements of Sections 401(a)(4) and 401(1) of the Internal Revenue Code and rulings and regulations issued with respect thereto, and, any provisions hereof to the contrary notwithstanding, any optional form of payment which would otherwise be permitted under the provisions of this Section 3.1 shall not be available to a Participant if the amount of retirement income payable under such option would result in the amount of retirement income payable on behalf of such Participant under the Plan being increased by a percentage that would

cause the disparity in the rate of employer-derived benefits under the Plan to exceed the maximum disparity permitted under Sections 401(a)(4) and 401(1) of the Internal Revenue Code and rulings and regulations issued with respect thereto.

Any optional form of payment designated by a Participant prior to January 1, 1984, which satisfies the transitional rule in Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 (P.L. 97-248), will continue in effect on and after the Effective Date of the Plan unless such optional form of payment has been or is subsequently revoked or changed (a change of Beneficiaries under the designation will not be considered to be a revocation or change of such optional form of payment so long as the change in Beneficiaries does not alter, directly or indirectly, the period over which distributions are to be made under such form of payment); provided, however, that the provisions of Section 4.1(C) hereof shall apply if the Participant has a spouse at the date on which his initial payment under such optional form is due and his spouse does not consent to such optional form of payment. Subject to the preceding sentence but notwithstanding any other provision of this Section 3.1 to the contrary, any option elected under this Section 3.1 must provide that the entire interest of the Participant will be expected to be distributed to the Participant and his Beneficiaries and joint pensioners, in a manner that satisfies the restrictions of Section 401(a)(9) of the Internal Revenue Code, over one or a combination of the following periods:

(a) the life of the Participant;

(b) the lives of the Participant and his designated Beneficiary or joint pensioner,

(c) a period certain not extending beyond the life expectancy of the Participant; or

(d) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and his designated Beneficiary or joint pensioner.

Any amount that is payable to the child of a Participant under an optional form of payment hereunder shall be treated for the purposes of satisfying the requirements of this paragraph as if it had been payable to the surviving spouse of the Participant if such amount that is payable to the child will become payable to such surviving spouse upon such child's reaching majority (or upon the occurrence of such other designated event permitted under regulations issued with respect to Section 401(a)(9) of the Internal Revenue Code).

A Participant who is not permitted to elect an optional form of payment otherwise permitted under the provisions of this Section 3.1 because, of the limitations imposed by Section 401(a)(9) and/or Section 401(1) of the Internal Revenue Code may elect in accordance with the provisions above to receive an actuarially equivalent form of payment which is similar in form to the non-permissible option but which is modified by increasing or decreasing, as the case may be, the period certain for which payments will be made and/or the percentage of income payable to the survivor so that the requirements of Sections 401(a)(9) and 401(1) of the Internal Revenue Code are satisfied.

The Participant upon electing any option of this section will designate the joint pensioner or Beneficiary to receive the benefit, if any, payable under the Plan in the event of his death and will have the power to change such designation at any time prior to the commencement of his retirement income payments, subject to the provisions of this section. Any such designation will name a Joint pensioner or one or more primary Beneficiaries where applicable. If a Participant is receiving payments under a form in which a Beneficiary is involved, he may change his designated Beneficiary (but not his designated joint pensioner) after his retirement income payments have commenced. The Committee shall require the consent of the Participant's spouse, if any, before any such change in Beneficiary or joint pensioner under an option in which the spouse is not the primary Beneficiary or joint pensioner may become effective, unless, to the extent permitted by law, such spouse has previously consented to and acknowledged that the Participant may change Beneficiaries or joint pensioners without the further consent of said spouse. Each such designation will be made in writing on a form prepared by the Committee. In the event that no designated Beneficiary survives the Participant, such benefits as are payable in the event of the death of the Participant subsequent to his retirement shall be paid as provided in Section 5.2 hereof.

Retirement income payments will be made under the option elected in accordance with the provisions of this section and will be subject to the following limitations:

(A) If a Participant's service is terminated by reason of his death prior to this Annuity Starting Date, no benefit will be payable on his behalf in accordance with the provisions of Section 2.4(B) hereof.

(B) If a terminated Participant dies after the date of termination of his service and prior to his Annuity Starting Date, no benefit will be payable under the option to any person, but a benefit may be payable on his behalf under the provisions of Section 2.4(A)(3) hereof.

(C) In the case of a Participant who is married and who elects an option under which the commencement of payment of his retirement income is deferred beyond his regularly scheduled Annuity Starting Date, the option elected by such Participant must provide that a monthly lifetime income equal to or greater than a qualified preretirement survivor annuity (within the meaning of Section 417(c) of the Internal Revenue Code) will be payable to his surviving spouse in the event of his death after such regularly scheduled Annuity Starting Date and prior to his elected Annuity Starting Date unless his spouse consents to the option not providing such an income.

(D) If the designated Beneficiary or joint pensioner dies before the Participant's Annuity Starting Date, the option elected will be cancelled automatically and the retirement income payable to the Participant will be paid in the applicable form described in Section 2 hereof unless a new election is made in accordance with the provisions of this section or unless a new Beneficiary or joint pensioner is designated by the Participant prior to the date that his retirement income commences under the Plan and within 90 days after the death of the prior Beneficiary or joint pensioner.

(E) If the Participant and, if applicable, his joint pensioner and his designated Beneficiary all die after the Participant's Annuity Starting Date but before the full payment has

been effected under any option providing for payments for a period certain and if the commuted value of the remaining payments is equal to or less than the maximum amount that is permissible as an involuntary cashout of accrued benefits under Sections 411(a)(11) and 417(e) of the Internal Revenue Code and regulations issued with respect thereto, the commuted value of the remaining payments shall, subject to the provisions of Section 3.2 hereof, be paid in a lump sum in accordance with the provisions of Section 5.3 hereof.

(F) If the Participant dies after his Annuity Starting Date, payment of his remaining interest, if any, shall be distributed, to the extent required by Section 401(a)(9) of the Internal Revenue Code and regulations issued with respect thereto, at least as rapidly as provided under the method of payment in effect prior to his death.

Section 3.2. Lump-Sum Payment of Small Retirement Income. Notwithstanding any provision of the plan to the contrary, if the service of a Participant is terminated prior to the date of termination (or partial termination if applicable to the Participant involved) of the Plan and either (a) the single-sum value, determined as of the date of the Participant's retirement or termination of service, of the retirement income or other benefit payable to any person entitled to any benefit hereunder is equal to or less than (i) $10,000 or (ii) the maximum amount that is permissible as an involuntary cash-out of accrued benefits under Sections 411(a)(11) and 417(e) of the Internal Revenue Code and regulations issued with respect thereto, whichever is greater or (b) either (i) the amount of the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that the Participant has accrued as of the date of his retirement or termination of service or (ii) the amount of the monthly retirement income payable to the Participant on the Annuity Starting Date (or to his Beneficiary on the Annuity Starting Date in the event of the Participant's death prior to such date) is equal to or less than $200, the following provisions shall apply.

(A) Involuntary Cash-Out. If the single-sum value of the benefit payable to or on behalf of the Participant does not exceed $1,000, the actuarial equivalent of such benefit shall be paid in a lump sum.

(B) Voluntary Cash-Out. If the single-sum value of the benefit payable to or on behalf of the Participant is greater than the maximum amount that is permissible as an involuntary cash-out of accrued benefits under Sections 411(a)(11) and 417(e) of the Internal Revenue Code and regulations issued with respect thereto or if such benefit is payable after the Annuity Starting Date, such person may elect to receive:

(1) the actuarial equivalent (determined using the interest and mortality assumptions that are being used as of the date as of which such benefit is payable to determine actuarially equivalent lump-sum distributions) of such benefit in a lump-sum distribution; or

(2) to the extent required by Section 417 of the Internal Revenue Code and regulations issued with respect thereto, the actuarial equivalent (determined using the interest and mortality assumptions that are being used as of the date of termination of the Participant's service to determine actuarially equivalent non-decreasing annuities) of

such benefit payable in the form of a Qualified Joint and 50% Survivor Annuity if he is married or in the form of a monthly retirement me payable for life if he is not married.

Such election must be in writing and must be filed with the Committee within 90 days after the date as of which the Committee informs him in writing of the actuarially equivalent value of such benefits. If a lump-sum distribution is elected and the Participant is married, the consent of the Participant's spouse must also be filed with the Committee within such election period. Payment of the elected benefit must be made or commence within 90 days after such election and, if applicable, such consent have been received by the Committee.

(C) Lump-Sum Cash-Out of Zero Accrued Benefits. For the purposes of the Plan, if the present value of the vested accrued benefit of any Participant whose service is or has been terminated (either before, on or after January 1, 1989) is zero, the Participant shall be deemed to have received a distribution of such vested accrued benefit as of the date of termination of his service.

Section 3.3. Benefits Applicable to Participant Who Has Been or Is Employed by Two or More Employers. In the event that a Participant's service is terminated for any reason and such Participant has been or is employed by any two or more Employers who are Controlled Group Members of the same group, his retirement or termination benefit, if any, accrued with those Employers who are Controlled Group Members of the same group shall be computed by applying the benefit formulas as if all of the Employers who are Controlled Group Members of the same group were a single Employer; provided, however, if the Plan does not represent a single plan with respect to all such Employers, there must be a proper allocation (taking into account the Credited Service and Compensation applicable to each such Employer or group of such Employers with respect to which the Plan represents a single plan) of the costs of the resulting benefits among such Employers (with respect to which the Plan does not represent a single plan) by which such Participant has been or is employed.

In the event that a Participant's service is terminated for any reason and such Participant has, been or is employed by two or more Employers that are not Controlled Group Members of the same group, his retirement or termination benefit if any, shall be computed in o accordance with the provisions of the paragraph above with respect to each Employer or group of Employers, as the case may be, who are Controlled Group Members of the same group, taking into account the Credited Service and Compensation applicable to that group only. The total benefit payable to the Participant under the Plan shall be the sum of the amounts determined for each group of Controlled Group Members (where any such group of Controlled Group Members may be comprised of only one Employer).

Section 3.4. No Duplication of Benefits. Unless the context clearly provides otherwise, there shall be no duplication of benefits under the Plan or under any Supplement hereto, and the benefits payable under any section of the Plan to or on behalf of a Participant shall be inclusive of the benefits, if any, concurrently payable to or on behalf of the same Participant under all other sections of the Plan and under any Supplement hereto.

Section 3.5. Funding of Benefits Through Purchase of Life Insurance Contract or Contracts. In lieu of paying benefits from the Trust Fund to a Participant or his Beneficiary,

upon direction of the Committee with specific prior authorization in writing from the Employer, the Trustee shall enter into a contract or contracts, or an agreement or agreements, with one or more legal reserve life insurance companies for the purchase, with funds in the Trust, of a retirement annuity or other form of life insurance contract which, as far as possible, provides benefits equal to (or actuarially equivalent to) those provided in the Plan for such Participant or Beneficiary, but provides no optional form of retirement income or benefit which would not be permitted under Section 3.1 hereof, whereupon such contract shall thereafter govern the Payment of the amount of benefit, if any, represented by such contract, which is payable under the Plan upon the Participant's retirement or termination of service, and the liability of the Trust Fund and of the Plan will cease and terminate with respect to such benefits that are purchased and for which the premiums are duly paid.

Any policy or contract issued under this section shall be subject to the provisions hereof pertaining to the Qualified Joint and 50% Survivor Annuity Option and to the Qualified Preretirement Survivor Annuity.

Any policy or contract issued under this section prior to the termination of the Plan or prior to the distribution of the policy or contract to a Participant or Beneficiary hereunder shall provide that the Trustee shall retain all rights of ownership at all times except the right, unless such policy or contract provides otherwise, to designate the Beneficiary to receive any benefits payable upon the death of the Participant and shall further provide that all dividends or experience rating credits shall be paid to the Trustee and applied to reduce future Employer contributions to the Plan.

Any annuity contract distributed by the Trustee to a Participant or Beneficiary hereunder shall contain a provision to the effect that the contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the issuer thereof.

SECTION 4. GOVERNMENTAL REQUIREMENTS AFFECTING BENEFITS

Section 4.1. Special Provisions Regarding Amount and Payment of Retirement Income. The amount and payment of retirement income determined under Sections 2.1, 2.2 and 2.4 hereof shall be subjected to the following provisions of this Section 4.1.

(A) Limitations Imposed by Section 415 of Internal Revenue Code. In no event shall the benefits payable under this Plan exceed the maximum permitted by Section 415 of the Internal Revenue Code, as provide in the Third Supplement to the Plan.

(B) Minimum Benefits on Normal or Early Retirement. Any provisions of Section 2.1 or Section 2.2 hereof to the contrary notwithstanding, in the event of the normal retirement or early retirement of a Participant in accordance with the provisions of Section 2.1 or 2.2 hereof, his monthly retirement income determined in accordance with the provisions of Section 2.1(B) or 2.2(B) hereof, whichever is applicable, shall not be less than the monthly retirement income, if any, determined in accordance with the provisions of Section 2.1(B) or 2.2(B) hereof that such Participant would have received as of any earlier date of retirement if he had retired under the provisions of Section 2.1 or 2.2 at any time prior to his actual date of retirement.

(C) Notice and Election Timing. The Committee shall provide each Participant, during the period beginning 90 days before his Annuity Starting Date and ending 30 days before his Annuity Starting Date (or as soon after the expiration of such period as is administratively practicable), written notification of the terms and conditions of payment under Sections 2.1(C), 2.2(C) and 2.4(A)(2) hereof and, if the Participant is married, the terms and conditions of payment provided under the Qualified Joint and 50% Survivor Annuity Option, including the Participant's right to waive the Qualified Joint and 50% Survivor Annuity Option, to elect an alternative form of payment, and to revoke such waiver prior to the Annuity Starting Date, the right of the spouse, if applicable, to consent or refuse to consent to such waiver, and a description of each optional form of benefit, including a description of the eligibility conditions for the optional form, the financial effect of electing the optional form, and the relative value of the different forms of benefit provided under the Plan, all in accordance with Income Tax Regulations Section 1.417(a)(3)-1. Any provisions of Section 2.1(C), 2.2(C), 2.4(A)(2) or 3.1 hereof to the contrary notwithstanding, if a Participant does not elect, in writing filed with the Committee during the election period described below, to receive the retirement income payable on his behalf either (i) under the form of payment specified in Section 2.1(C), 2.2(C) or 2.4(A)(2), whichever is applicable, or (ii) under an optional form of payment described in and subject to the provisions of Section 3.1 hereof, such Participant shall be deemed to have elected, and his retirement income shall automatically be payable in accordance with the provisions of, either (a) if he does not have a spouse at his Annuity Starting Date, the form of payment specified in Section 2.1(C), 2.2(C) or 2.4(A)(2), whichever is applicable, or (b) if he has a spouse at his Annuity Starting Date, the Qualified Joint and 50% Survivor Annuity Option. Any Participant may make an election under this section at any time (and any number of times) during the period beginning on the date which is 90 days prior to his Annuity Starting Date and ending on the latest to occur of (i) his Annuity Starting Date, (ii) the date which is 90 days after the date on which he was provided with the general written explanation described above or (iii) the date which is 90 days after the date on which he was provided with any specific detailed information concerning the payment of his retirement income that is required to be furnished due to the

request of the Participant. If any Participant has elected a form of payment other than the automatic form provided above, he may subsequently revoke such election, in writing filed with the Committee within the election period described above, in order to receive his retirement income payable in accordance with the automatic form provided above. Any provisions of Section 3.1 hereof to the contrary notwithstanding, if any Participant is not provided with the written notification described in the first sentence of this section at least 30 days before his Annuity Starting Date but he files his election with the Committee, and his retirement income or other benefit commences, prior to the date which is 30 days after the date on which he was provided with such written notification, he may subsequently, in writing filed with the Committee prior to the expiration of such 30-day period, revoke such election and elect to receive his retirement income payable under any other form of payment that was available to him on his Annuity Starting Date; provided, however, in order for such revocation and new election to become effective, he shall be required to return immediately to the Trust Fund the portion, if any, of the payments that he has received that is in excess of the payments due under his newly elected form of payment, or, at the option of the Participant, future payments due under such newly elected form of payment may be reduced, over a period not to exceed 36 months, until such excess has been recovered. Any provisions herein to the contrary notwithstanding, the consent of the Participant's spouse during the applicable election period shall be required in order for the Participant to receive his retirement income in a form other than that provided under Qualified Joint and Survivor Annuity.

The annuity starting date for a distribution may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (a) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and 50% Survivor Annuity Option and elect (with spousal consent) to a form of distribution other than a Qualified Joint and 50% Survivor Annuity Option; (b) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and 50% Survivor Annuity Option is provided to the Participant; and (c) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant

(D) Qualified Preretirement Survivor Annuity. If a deceased Participant, whose death occurs on or after his Initial Vesting Date and prior to this Annuity Starting Date had been married to his spouse throughout the one-year period immediately preceding his death and he had designated a person other than his spouse as his Beneficiary and such spouse has not consented to such other person being designated as the Beneficiary, the Participant shall be deemed to have:

(1) revoked his prior designation of Beneficiary;

(2) designated such spouse as his Beneficiary to receive a portion of the death benefit payable on his behalf under Section 2.4(A)(3) or 2.4(B), whichever is applicable;

(3) specified that the portion of the benefit provided under Section 2.4(A)(3) or 2.4(B) that is payable to his surviving spouse will be payable as an actuarially equivalent monthly income payable on the first day of each month with the first payment

being due (only if said spouse is then living) on the Participant's Normal Retirement Date of the first day of the month coincident with or next following the date of the Participant's death, whichever is later, and with the last payment being the payment due immediately preceding such spouse's death;

(4) specified that the portion of the benefit provided under Section 2.4(A)(3) or 2.4(B) that is payable to the surviving spouse shall have an actuarially equivalent single-sum value, determined as of the date of his death, equal to the single-sum value, determined as of the date of his death, of the monthly retirement income that would be payable to his surviving spouse, commencing on . the Participant's Earliest Annuity Commencement Date, under the Qualified Joint and 50% Survivor Annuity Option if:

(a) the Participant's service had been terminated on the date of his death for a reason other than death (or, if the Participant is a vested terminated Participant entitled to a benefit under Section 2.4(A) hereof, he had survived to the Earliest Annuity Commencement Date);

(b) the Participant had (for the purposes of determining the amount of such monthly retirement income commencing at his Earliest Annuity Commencement Date) waived the death benefit coverage under Section 2.4(A)(3) hereof, if applicable, during the period beginning on the date of his death and ending on his Earliest Annuity Commencement Date; and

(c) the Participant had died immediately after such commencement of payments (one-half of the initial payment which would have been due the Participant on his Earliest Annuity Commencement Date shall be included in the determination of such single-sum value); and

(5) designated such other person (or persons) that was named as his Beneficiary under such revoked designation as the Beneficiary to receive the remaining portion of such benefit payable on his behalf under and in accordance with the provisions of Section 2.4(A)(3) or 2.4(B) hereof.

In lieu of the payment of such benefit to the surviving spouse of a Participant in the form of the monthly income described in Section 4.1(D)(3) above commencing at the Participant's Normal. Retirement Date, such benefit may be paid on an actuarially equivalent basis to the Participant's spouse in such other manner and form permitted under Section 2.4(B) hereof and commencing on such other date permitted under Section 2.4(B) hereof as the surviving spouse may elect in writing filed with the Committee.

If a deceased Participant, whose death occurs on or after his Initial Vesting Date and prior to his Annuity Starting Date, had been married to his spouse throughout the one-year period immediately preceding his death and he had designated a person other than his spouse as his Beneficiary and such spouse has consented prior to the Participant's attainment of the age of 35 years to such other person being designated as the Beneficiary but has not consented to such designation on or after either the Participant's attainment of such age or his separation from service, unless it is otherwise permissible under the provisions of Section 417 (or any other

applicable section) of the Internal Revenue Code or regulations or rulings issued pursuant thereto for such a spouse to elect to waive his or her right to the qualified preretirement survivor annuity, such consent of such spouse shall be invalid and the benefit payable on behalf of such Participant shall be determine and payable in the manner described above as though the Participant's spouse had not consented to such other person being designated as the Beneficiary of the Participant.

The Committee shall provide each Employee, who is a Participant in the Plan, within the one-year period immediately following the date on which he attains the age of 35 years or on which he becomes a Participant in the Plan, whichever is later, or, if his service is terminated on or after his Initial Vesting Date and prior to his attaining the age of 35 years, the date of termination of his service, or as soon thereafter as if administratively practicable, with written notification of (i) the terms and conditions upon which the Qualified Preretirement Survivor Annuity described above will be payable to his surviving spouse, (ii) the Participant's right to designate at any time prior to his death a person other than his spouse as his Beneficiary and the effect that such a designation will have on the Qualified Preretirement Survivor Annuity, (iii) the rights of the Participant's spouse in the event that the spouse does not consent to such designation and (iv) the right of the Participant to change his Beneficiary designation in accordance with the provisions of Sections 5.2 hereof at any time prior to his death and the effect that such a change will have upon the Qualified Preretirement Survivor Annuity.

If the Beneficiary of a Participant is his spouse but the Participant elects, pursuant to the provisions of Section 2.4(A)(3) or 2.4(B) hereof, whichever is applicable, an actuarially equivalent form of payment of the benefit provided under such applicable section that does not provide for monthly payments during the lifetime of his spouse in an amount at least as great as the actuarially equivalent income, if any, that would have been payable to such spouse under the provisions of the Qualified Joint and 50% Survivor Annuity Option if the Participant had retired under the provisions of Section 2.1 or 2.2 hereof or his retirement income payments due under Section 2.4(A) hereof had commenced, whichever is applicable, on the day before his death while said option was in effect and he had died immediately thereafter, the Committee shall inform such Participant that such election will constitute an election not to receive a benefit which has the effect of a Qualified Preretirement Survivor Annuity provided under a qualified joint and survivor annuity as described in Section 417 of the Internal Revenue Code, and the consent of Participant's spouse shall be required in order for such an election to become effective..

There shall be no duplication between the benefits provided under Sections 2.4(A)(3) and 2.4(B) and under the Qualified Preretirement Survivor Annuity described in this Section 4.1(D), but the benefits under each shall be inclusive of the benefits under the other.

(E) Spousal Consent Requirement and Waiver. Any provisions herein to the contrary notwithstanding, if the consent of the spouse of the Participant is required for any reason under the provisions hereof, such consent in order to be effective must be in writing and witnessed by a Plan representative or a notary public. In the event that such consent is with respect to the election of a form of payment other than a Qualified Joint and Survivor Annuity or the designation of a person other than the spouse as the Participant's Beneficiary, such consent must acknowledge the specific form of payment that has been elected or the person who has been designated as Beneficiary, as the case may be, and must acknowledge the effect of such consent.

Any of the above to the contrary notwithstanding, such spousal consent for any reason hereunder shall, unless otherwise required by the Committee or by applicable law, be waived for the purposes of the Plan if:

(1) the spouse has previously consented to such specified action in accordance with the provisions above and such previous consent (a) permits changes with respect to such specified action without any requirement of further consent by such spouse and (b) acknowledges the effect of such consent by the spouse;

or

(2) it is established to the satisfaction of the Committee that such consent may not be obtained because there is no spouse, because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury or his delegate may prescribe by regulations as reasons for waiving the spousal consent requirement.

(F) Latest Date of Commencement of Payments. Except to the extent otherwise permissible under rules or regulations issued by the Internal Revenue Service, distribution of the accrued benefit to which a Participant has a nonforfeitable interest must commence on a date not later than the earlier to occur of:

(1) his Required Beginning Date, regardless of whether or not his service has been terminated;

or

(2) the later of:

(a) the date that is no later than the 60th day after the close of the Plan Year during which (i) his service is terminated for any reason, (ii) he attains the age of 65 years or (iii) the tenth anniversary of the date on which he initially commenced participation in the Plan or Superseded Plan, whichever is latest, occurs; or

(b) the date that the Participant elects in accordance with the provisions of Section 3.1 hereof as the date of commencement of his retirement income;

provided, however, if an election of a form of payment has been made by a Participant prior to January 1, 1984 that provides for the commencement of his benefit at a date later than the date applicable under (1) or (2) above and such election both (i) satisfies the transitional rule in Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 (P.L. 97-248) and (ii) has not been subsequently revoked or changed (a change of Beneficiaries under the designation will not be considered to be a revocation or change of such form of payment so long as the change in Beneficiaries does not alter, directly or indirectly, the period over which distributions are to be made under such form of payment), distribution of the Participant's accrued benefit shall not be required to commence prior to the date of commencement specified in such election.

(G) No Benefit Reduction Due to Post Termination Social Security Changes. Benefits under the Plan shall not be decreased by reason of any increase in the benefit levels payable under Title II of the Social Security Act or by reason of any increase in the wage base under such Title II, if such increase takes place after September 2, 1974 or (if later) the earlier of the date of first receipt of such benefits or the date of the Participants separation from service, as the case may be.

(H) Minimum Preserved Benefit Due to Certain Amendments. In the event that the Plan or Superseded Plan has been or is amended effective as of a date on or after January 1, 1989 to eliminate or reduce a retirement type subsidy or an early retirement benefit or to change the actuarial assumptions used to determine actuarially equivalent benefits payable thereunder, the monthly retirement income or other benefit, if any, payable under the provisions of Section 2.1, 2.2 or 2.4 (and Section 3.1 if an optional form of payment is applicable) to a Participant, who was a participant in the Plan or Superseded Plan as of the day immediately preceding the date that the elimination, reduction or change becomes effective (herein referred to as the "Preservation Date") and who retires or whose service is terminated after the Preservation Date, shall be at least equal to the corresponding amount of the monthly retirement income or other benefit, if any, payable to him under the provisions of such applicable section of the Plan (or, if applicable, the section of the Superseded Plan that corresponds to such applicable section of the Plan) as in effect on the Preservation Date computed using his Credited Service, Final Average Monthly Compensation and Monthly Covered Compensation (or, if applicable, their corresponding terms under the Superseded Plan) determined as of the Preservation Date under the provisions of the Plan (or, if applicable, the Superseded Plan) as in effect on such date and using if applicable, the mortality table and interest rate assumptions that applied under the provisions of the Plan (or, if applicable, the Superseded Plan) as in effect on the Preservation Date to compute actuarially equivalent benefits payable to a participant who retired or whose service was terminated on the Preservation Date.

(I) Direct Rollover Options for Eligible Rollover Distributions. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The following definitions apply to this section:

(1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code;

(c) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and

(d) any other exception permitted by law or rules or regulations of the Internal Revenue Service.

(2) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of said Code, an annuity plan described in Section 403(a) of said Code, or a qualified trust described in Section 401(a) of said Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) Distributee. A distributee includes an Employee or former Employee. In addition, the Employees or former Employee's surviving spouse and the Employee or former Employee's spouse or former spouse who is the alternate payee under qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.

(4) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Any options set forth in this section shall automatically become inoperative and of no effect upon a ruling by the Treasury Department that the options set forth herein are no longer required.

(J) Modification of Definition of Eligible Retirement Plan. This Section shall apply to distributions made after December 31, 2001. For purposes of the direct rollover provisions in Section 4.1(I) of the Plan, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

Section 4.2. Limitations on Benefits Required by the Internal Revenue Service.

(A) Limitation in the Event of Plan Termination. In the event that the Plan is terminated, the benefit of any Participant who is a Highly Compensated Employee (or a highly compensated former Employee) shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Internal Revenue Code and regulations issued with respect thereto.

(B) Limitation on Annual Payments. (1) The provisions of this Section 4.2(B) shall apply during each Plan Year beginning after January 1, 1992 to those Participants who during

such Plan Year ( ) a are among the 25 highest-paid Participants (including former Participants) in the Plan (determined with respect to each Employer or group of Employers with respect to which the Plan represents a separate single plan) and (b) are Highly Compensated Employees (or highly compensated former Employees) and whose annual payments under the Plan must be restricted due to the provisions of Section 401(a)(4) of the Internal Revenue Code and regulations issued with respect thereto.

(2) To the extent required by Section 401(a)(4) of the Internal Revenue Code and regulations issued with respect thereto, the annual benefit payable under the Plan to any such

Participant to whom the provisions of this Section 4.2(B) are applicable shall not exceed an amount equal to the payments that would be made on his behalf under a single life annuity that is the actuarial equivalent of the sum of his accrued benefit and his other benefits under the Plan; provided, however, that such restriction shall not apply if:

(a) after payment of the "benefits" (as defined below) to the Participants to whom the provisions of this Section 4.2(B) are applicable, the remaining value of Plan assets equals or exceeds 110% of the value of current liabilities within the meaning of Section 412(1)(7) of the Internal Revenue Code and regulations issued with respect thereto;

(b) the value of the "benefits" (as defined below) for such Participant is less than 1% of the value of current liabilities within the meaning of Section 412(1)(7) of the Internal Revenue Code and regulations issued with respect thereto;

(c) an agreement, which is expressly permitted under Section 401(a)(4) of the Internal Revenue Code or regulations or ruling issued with respect thereto, is entered into with the Trustee, adequately secured in conformity with the requirements of said Code section, regulations or rulings, which provides for the repayment, if applicable and to the extent required under said Code section, regulations or rulings, to the Trust Fund of any part of the distribution which is restricted under the provisions of said Code section, regulations or rulings;

or

(d) in the event of the termination of the Plan, there are sufficient assets to satisfy all benefit liabilities of the Plan to Participants and their Beneficiaries.

(3) For the purposes of this Section 4.2(B), the term "benefit" shall have the meaning assigned in Treasury Regulation 1.401(a)4)-5(c) and shall include loans in excess of the amounts set forth in Section 72(p)(2)(A) of the Internal Revenue Code, any periodic income, any withdrawal values payable to a living Employee, and any death benefits not provided for by insurance on the Employee's life.

Section 4.3. Benefits Nonforfeitable if Plan is Terminated. In the event of the termination or partial termination of the Plan, the rights of each affected Participant in the Plan to benefits accrued to such date of termination, to the extent then funded, shall be nonforfeitable, where such benefits shall be determined and distributed as provided in Section 4.5 hereof, provided, however, if the participation in the Plan of one or more but not all Employers that are members of a group of Employers with respect to which the Plan represents a single plan is terminated, the Plan shall not be considered to have been terminated for the purposes of this Section 4.3 (although a partial termination of the Plan may result because of such termination of participation). Unless specifically required otherwise by law or by rules or regulations of the Internal Revenue Service, the nonforfeitable rights granted to Participants under the provisions of this section shall not apply with respect to (i) any benefits (or portions thereof) that have been cashed out, whether voluntarily or involuntarily, under the provisions hereof and that have not been reinstated (by repayment or by the reinstatement of Credited Service accrued prior to the date of such cashout) in accordance with the provisions hereof prior to the date of the termination or partial termination of the Plan or (ii) any nonvested benefits that are deemed cashed out and forfeited at the date of termination of service of a terminated or retired Participant whose service was terminated prior to the date of termination or partial termination of the Plan.

Section 4.4. Merger of Plan. In the case of the merger or consolidation of the Plan with, or the transfer of assets or liabilities to, another qualified retirement plan, each Participant must be entitled to receive a benefit, upon termination of such other retirement plan after such merger, consolidation or transfer, which is at least equal to the benefit which he would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had been terminated at that time.

Section 4.5. Termination of Plan and Distribution of Trust Fund. Upon termination of the Plan in accordance with the provisions hereof, the share of the assets of the Trust Fund available for distribution to the affected Participants and Beneficiaries shall be allocated and distributed in accordance with the following procedure.

(A) The Committee shall determine the date of distribution and the share in the value of the assets of the Trust Fund that is attributable to each Employer or group of Employers with respect to which the Plan represents a single plan.

(B) The distribution of the asset value will be provided by the purchase of insured annuities for each class of Participants and other persons entitled to benefits under the Plan,, as specified in (C) below, except that, in lieu of the purchase of an annuity, a lump-sum distribution shall be made to or on behalf of a Participant if (i) the actuarially equivalent single-sum value of the benefit (payable as a lump-sum settlement) to be distributed to him or on his behalf under the provisions of this Section 4.5 is equal to or less than $3,500 in Plan Years beginning prior to August 6, 1997 or $5,000 in Plan Years beginning after August 5, 1997, or is equal to or less than such larger amount that is permitted as an involuntary cashout of benefits under rules and regulations of the Internal Revenue Service and Pension Benefit Guaranty Corporation, and (ii) such distribution may be made without the necessity of having the consent of the recipient under any applicable rules or regulations of the Internal Revenue Service or Pension Benefit Guaranty Corporation. Any annuities purchased pursuant to the provisions of this Section 4.5 will be

subject to the provisions hereof pertaining to the Qualified Joint and 50% Survivor Annuity Option and to the Qualified Preretirement Survivor Annuity.

(C) The Committee shall determine the asset value available for distribution on behalf of each Employer or group of Employers with respect to which the Plan represents a single plan after taking into account the expenses of such distribution. After having determined such asset value available for distribution to each such Employer or group of Employers, as the case may be, and subject to the applicable provisions of any Supplement hereto pertaining to the distribution of assets upon the termination of the Plan, the Committee shall allocate such asset value (allocated to the particular Employer or group of Employers) as of the date of termination of the Plan in accordance with Section 4044 of the Employee Retirement Income Security Act of 1974, as amended.

(D) In the event that there be asset value remaining after the satisfaction of all liabilities of the Plan to Participants and their Beneficiaries, such residual assets shall be allocated and distributed as follows:

(1) the portion, if any, of the residual assets attributable to mandatory employee contributions, if any, shall be determined by multiplying such residual assets by the fraction in which the numerator is the present value of the portions of the accrued benefits of all eligible Participants which are derived from such Participant's mandatory employee contributions and the denominator is the present value of all benefits (exclusive of the portion, if any, of an individual's accrued benefit which is derived from the Participant's contributions to the Plan or Superseded Plan which were not mandatory contributions) with respect to which assets have been allocated under (C) above, and such portion of the residual assets attributable to mandatory employee contributions shall be allocated among the eligible Participants in proportion to the present value of the portion of the accrued benefit of each such eligible Participant which is derived from his mandatory employee contributions;

and

(2) the excess of such residual assets over the portion thereof attributable to mandatory employee contributions as determined under (1) above shall be distributed to the Employer;

provided, however, in the case of a group of Employers with respect to which the Plan represents a single plan, the residual assets shall remain in the Trust Fund if the Plan is not being terminated with respect to all of such Employers. For the purposes of (1) above, an eligible Participant includes each Participant in the Plan as of the date of termination of the Plan and each former Participant who has received, during the three-year period ending with the date of termination of the Plan, a distribution from the Plan of such individual's entire nonforfeitable benefit in the form of a single-sum distribution in accordance with Section 203(e) of the Employee Retirement Income Security Act of 1974, as amended, or in the form of irrevocable commitments purchased by the Plan from an insurer to provide such nonforfeitable benefit.

(E) The order of priorities for, and the amounts and methods of, the distributions set forth above and the rights of Participants and their Beneficiaries to benefits under the Plan shall be subject (i) to the distribution rules set forth in the Plan and to the distribution rules and regulations of the Pension Benefit Guaranty Corporation, (ii) to the limitations provided by Section 4.2 of the Plan, (iii) to any changes, including the recapture of any prior distributions to Participants, as may be ordered by the Pension Benefit Guaranty Corporation and (iv) to any changes required by the Internal Revenue Service as a condition for issuing a favorable determination letter stating that the distribution of assets will not adversely affect the continued qualified status of the Plan under Section 401(a) of the Internal Revenue Code

Section 4.6. Special Provisions That Apply If Plan Is Top-Heavy. The provisions of this Section 4.6 shall apply if the Superseded Plan was or the Plan is a "top-heavy plan" within the meaning of Section 416(g) of the Internal Revenue Code with respect to any Plan Year beginning after December 31, 1983.

(A) Determination of Plan Years in Which Plan Is Top-Heavy. The Plan shall be top-heavy with respect to an applicable Plan Year if:

(1) either:

(a) any Participant, former Participant or Beneficiary in the Plan is a "key employee" within the meanings of Section 416 of the Internal Revenue Code (hereinafter referred to in this Section 4.6 as "Key-Employees"); or

(b) the Plan is required to be combined with any other plan, which is included in the Aggregation Group (as defined below) and which has a participant who is a Key Employee, in order to enable such other plan to meet the requirements of Section 401(a)(4) or Section 410 of the Internal Revenue Code;

(2) the ratio (determined in accordance with Section 416 of the Internal Revenue Code) as of the last day of the preceding Plan Year or, in the case of the first Plan Year, the last day of such first Plan Year (such day, whether applicable to the first Plan Year or to subsequent Plan Years, is hereinafter referred to in this Section 4.6 as the "Determination Date") of:

(a) the sum of (i) the present value of the cumulative accrued benefits for all Key Employees under all defined benefit plans included in the Aggregation Group plus (i) the aggregate of the individual accounts of all Key Employees under all defined contribution plans included in such Aggregation Group;

to

(b) a similar sum determined for all Participants, former Participants and Beneficiaries excluding any such Participant or former Participant (or his Beneficiary) who was a Key Employee for any prior Plan Year but who is not currently a Key Employee and also excluding, for Plan Years beginning after December 31, 1984, any Participant or former Participant (or his Beneficiary) who has not at any time during the five-year period ending on the Determination

Date performed services for any employer maintaining a plan included in the Aggregation Group under all defined benefit plans and defined contribution plans included in such Aggregation Group;

is greater than 60%.

For the purposes of this Section 4.6, the Aggregation Group shall mean the Plan plus all other defined benefit plans and defined contribution plans (including any such plans that terminated during the five-year period ending on the Determination Date), if any, maintained by the Controlled Group Members; provided, however, that any defined benefit plan or defined contribution plan of any Controlled Group Member that (i) does not have any participant who is a Key Employee and (ii) is not required to be combined with any other plan, which is included in the Aggregation Group and which has a participant who is a Key Employee, in order to enable such other plan to meet the requirements of Section 401(a)(4) or Section 410 of the Internal Revenue Code, shall be included in the Aggregation Group only if such defined benefit plan or defined contribution plan, together with the other plans that are included in the Aggregation Group, as a combined group satisfy the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code.

The present value of an accrued benefit under the Plan shall, for the purposes of this Section 4.6, be determined as of the most recent valuation date that (i) is used for the Plan Year for computing Plan costs for minimum funding purposes (regardless of whether a valuation is actually performed for that Year) and (ii) is within the 12 month period ending on the applicable Determination Date (such valuation date is herein referred to in this Section 4.6 as the "Valuation Date"). Such present value of accrued benefits under the Plan shall be computed using 5% interest and the mortality table used for such Plan Year for computing Plan costs for minimum funding purposes.

The present value of the cumulative accrued benefits under the other defined benefit plans included in the Aggregation Group and the aggregate of the individual accounts under the defined contribution plans included in such Aggregation Group shall be determined separately for each such plan in accordance with Section 416 of the Internal Revenue Code and regulations issued with respect thereto as of the "determination date" that is applicable to each such separate plan and that falls within the same calendar year that the Determination Date applicable to the Plan falls.

Unless required otherwise under Section 416 of the Internal Revenue Code and regulations issued thereunder, a Participant's (or Beneficiary's) accrued benefit under the Plan shall be equal to the sum of:

(a) an amount equal to either:

(i) if his service has not been terminated and he has not reached his Normal Retirement Date as of the Valuation Date, the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that he has accrued as of the Valuation Date;

(ii) if his service has not been terminated and he has reached his Normal Retirement Date as of the Valuation Date, the monthly retirement income to which he would have been entitled under the normal retirement provisions of the Plan if he had retired on the Valuation Date;

or

(iii) if his service has been terminated as of the Valuation Date, the amount of retirement income or other benefit that is payable on his behalf under the Plan On and after the Valuation Date;

plus

(b) the aggregate distributions made on his behalf during the five-year period ending on the Determination Date;

provided, however, that his estimated accrued benefit between the Valuation Date and Determination Date applicable to the first Plan Year shall be included as part of his accrued benefit with respect to the first Plan Year only. Any provisions hereof to the contrary notwithstanding and solely for the purpose of determining if the Plan is top-heavy with respect to an applicable Plan Year beginning after December 31, 1986, the accrued benefit of any employee who is not a Key Employee shall be determined under the method which is used for accrual purposes for all defined benefit plans included in the Aggregation Group or, if a single method is not used for all such defined benefit plans, the accrued benefit of such employee shall be determined as though it accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rule of Section 411(b)(I)(C) of the Internal Revenue Code.

(B) Minimum Vesting Provisions If Plan Becomes Top-Heavy. Any other provision of the Plan to the contrary notwithstanding, the Initial Vesting Date of a Participant in the Plan, who has accrued an Hour of Service during any Plan Year that is subsequent to the last Plan Year that the Plan was not top-heavy, for the purpose of determining his eligibility for the benefit provided under Section 2.4(A) hereof during any plan Year that is subsequent to the last Plan Year that the Plan was not top-heavy, shall not be later than (i) the date as of which he completes two years of Vesting Service or (ii) the first day of the Plan Year immediately following the last Plan Year that the Plan was not top-heavy, whichever is later, but the Vested Percentage of the Participant for the purposes of Section 2.4(A)(1) shall be 100% with respect to the portion of his Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that is attributable to his own contributions, if any, and shall not be less than the percentage specified in the schedule below, based upon the Participant's number of years (ignoring fractions) of Vesting Service as of the date of termination of his service, with respect to the portion of his Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that is attributable to employer contributions:

YEARS OF VESTING SERVICE	VESTED PERCENTAGE
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or More	100%

In the event that the Plan ceases to be top-heavy with respect to any subsequent Plan Year, the following provisions will apply with respect to the minimum benefits to which such a Participant is entitled under Section 2.4(A) hereof during such subsequent Plan Years that the Plan is not top-heavy:

(1) if the participant had not completed at least two Years of Vesting Service as of the last day of the last Plan Year during which the Plan was top-heavy, his nonforfeitable right to the benefits to which he is entitled under Section 2.4(A) hereof shall be determined as though the Plan had never been top-heavy;

(2) if the Participant had completed at least two but had not completed at least three years of Vesting Service as of the last day of the last Plan Year during which the Plan was top-heavy, he shall be eligible for a minimum benefit payable under Section 2.4(A) hereof; such minimum benefit provided under Section 2.4(A)(1) shall be based upon (a) 100% of the portion of his Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that he has accrued as of the date of termination of his service that is attributable to his own contributions, if any, plus (b) the product of (i) the portion of the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that he had accrued as of the date of termination of his service that is attributable to employer contributions multiplied by (ii) his Vested Percentage determined as of the last day of the last Plan Year during which the Plan was top-heavy;

(3) if the Participant had completed at least three years of Vesting Service as of the last day of the last Plan Year during which the Plan was top-heavy, he shall be eligible for the benefit provided under Section 2.4(A) hereof, but the Participant's Vested Percentage shall be determined in the same manner as though the Plan had remained top-heavy; and

(4) the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that a Participant, whose Vesting Service includes service that was accrued on or prior to the last day of the last Plan Year that the Plan was top-heavy, has accrued as of any given date shall not be less than the actuarial equivalent of (a) the benefit provided on his behalf under Section 4.6(C)(1) below as of such given date plus (b) the benefit provided on his behalf under Section 4.6(C)(2)(a) below as of the last day of the last Plan Year during which the Plan was top-heavy less (c) the amount of the benefit provided on his behalf under Section 4.6(C)(2)(b) below as of such given date.

(C) Minimum Benefit if Plan Becomes Top-Heavy. In the event that the service of a Participant, who is not a Key Employee, is terminated on or after his Initial Vesting Date for any reason, the retirement income payable to the Participant under the provisions of Section 2.1, 2.2 or 2.4(A) hereof or, if the service of the Participant is terminated by reason of his death, the retirement income which he has accrued as of the date of his death that is used to determine the

benefit payable on his behalf under the provisions of Section 2.4(B) hereof, whichever is applicable, shall not be less than that amount of retirement income which is actuarially equivalent (based upon the interest and mortality assumptions that are being used under the Plan as of the date of his retirement or termination of service to determine actuarially equivalent monthly retirement incomes) to an amount equal to:

(1) 100% of the portion of his Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date that he has accrued as of the date of his retirement or termination of service that is attributable to his own contributions, if any;

plus

(2) the excess, if any, of:

(a) a monthly retirement income payable to the Participant for life (with no ancillary benefits) commencing at his Normal Retirement Date in an amount equal to (i) 2% of his "IRC 416 Final Average Monthly Compensation" multiplied by (ii) his number of years of Vesting Service, not in excess of 10 years, that were accrued during those Plan Years in which the Plan was top-heavy, with the resulting product of (i) and (ii) multiplied by (iii) his Vested Percentage at the date of his retirement or termination of service; provided, however, if the Participant retires after his Normal Retirement Date, the amount of the monthly retirement income determined under this Subparagraph (a) shall not be less than the actuarial equivalent of the monthly retirement income determined in accordance with this subparagraph that would have been payable to the Participant if he had retired on his Normal Retirement Date;

over

(b) the monthly retirement income payable to the Participant for life (with no ancillary benefits) commencing at his Normal Retirement Date in an amount equal to the sum of:

(i) such amount of income, if any, that he has a nonforfeitable right to receive and that is attributable to employer contributions and is payable to the Participant under the other defined benefit plans, if any, which are included in the Aggregation Group;

plus

(ii) such amount of income that can be provided on an actuarially equivalent basis (based upon the interest and mortality assumptions that are being used under the Plan as of the date of his retirement or termination of service to determine actuarially equivalent monthly retirement incomes) by the amounts, if any, that he has a nonforfeitable right to receive and that are attributable to employer

contributions and forfeitures that are credited to his account under the defined contribution plans, if any, included in the Aggregation Group;

provided, however, if the Aggregation. Group includes one or more defined contribution plans and if, with respect to each Plan Year that the Plan is top-heavy, the Participant has received an allocation of employer contributions and forfeitures to his account under such defined contribution plan or plans which is equal to or greater than 5% of the Compensation as defined in the Third Supplement ("IRC 415 Compensation") that he received during such Plan Year from the employers maintaining plans included in the Aggregation Group, the minimum benefit described above in this Section 4.6(C) shall not apply to such Participant. For the purposes of this Section 4.6(C), a Participant's IRC 416 Final Average Monthly Compensation" shall be equal to his average monthly rate of IRC 415 Compensation for the five consecutive calendar years, which are prior to the January 1st immediately following (i) the date of the Participant's retirement or termination of service or (ii) the close of the last Plan Year in which the Plan is top-heavy, whichever is earlier, during which he received the highest aggregate IRC 415 Compensation. Such average monthly rate will be determined by dividing the total of such IRC 415 Compensation that he received during such five-consecutive-calendar year period from the employers maintaining plans included in the Aggregation Group by the product equal to 12 times the number of years of Vesting Service which he accrued during such five-calendar-year period. In the event that the Participant does not receive both IRC 415 Compensation and Vesting Service during a calendar year or calendar years, such calendar year or calendar years during which he did not receive both IRC 415 Compensation and Vesting Service shall be ignored and excluded in determining the five consecutive calendar years during which he received the highest aggregate IRC 415 Compensation.

(D) Restriction of Section 416(h) of the Internal Revenue Code if Plan is Top-Heavy. Any provision of Section 4.1(A) hereof to the contrary notwithstanding, in any Plan Year that the Plan is top-heavy, 100% shall be substituted for 125% in paragraphs (2)(B) and (3)(B) of Section 415(e) of the Internal Revenue Code. This paragraph shall not apply to Plan Years commencing after December 31, 1999.

(E) Modification of Top-Heavy Rules -

(1) Effective date. This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This Section 4.7 amends Section 4.6 of the Plan.

(2) Determination of Top-Heavy status-Key Employee. Key Employee means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual Compensation greater than $130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual Compensation of more than $150,000. For this purpose, annual Compensation means Compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee

will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(3) Determination of present values and amounts. This Section (C) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.

(a) Distributions During Year Ending on the Determination Date. The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any Plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

(b) Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(4) Minimum benefits. For purposes of satisfying the minimum benefit requirements of Section 416(c)(l) of the Code and the Plan, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee.

SECTION 5. MISCELLANEOUS PROVISIONS REGARDING PARTICIPANTS.

Section 5.1. Participants to Furnish Required Information. Each Participant, his spouse and his Beneficiaries and joint pensioners will finish to the Committee such information as the Committee considers necessary or desirable for purposes of administering the Plan, and the provisions of the Plan respecting any payments thereunder are conditional upon the Participant's, Beneficiary's or joint pensioner's furnishing promptly such true, full and complete information as the Committee may request. Each Participant will submit proof of his age and marital status and proof of the age and continued life of each Beneficiary and joint pensioner designated or selected by him to the Committee at such time as required by the Committee. The Committee will, if such proof of age, marital status or continued life is not submitted as required, use as conclusive evidence thereof, such information as is deemed by it to be reliable, regardless of the source of such information. Any adjustment required by reason of lack of proof or the misstatement of the age of persons entitled to benefits hereunder, by the Participant or otherwise, will be in such manner as the Committee deems equitable. Any notice or information which, according to the terms of the Plan or the rules of the Committee, must be filed with the Committee, shall be deemed so filed at the time that it is actually received by the Committee. The Employer, the Committee, and any person or persons involved in the administration of the Plan shall be entitled to rely upon any certification, statement, or representation made or evidence furnished by an employee, Participant, Beneficiary or joint pensioner with respect to his age or other facts required to be determined under any of the provisions of the Plan and shall not be liable on account of the payment of any monies or the doing of any act or failure to act in reliance thereon. Any such certification, statement, representation or evidence, upon being duly made or furnished, shall be conclusively binding upon the Person furnishing same; but it shall not be binding upon the Employer, the Committee, or any other person or persons involved in the administration of the Plan, and nothing herein contained shall be construed to prevent any of such parties from contesting any such certification, statement, representation or evidence or to relieve the Employee, Participant, Beneficiary or joint pensioner from the duty of submitting satisfactory proof of any such fact.

Section 5.2. Beneficiaries. Subject to the provisions of the following paragraphs of this section, each Participant may, on a form provided for that purpose, signed and filed with the Committee, designate a Beneficiary to receive the benefit, if any, which may be payable to his Beneficiary under the Plan in the event of his death, and each designation may be revoked by such Participant by signing and filing with the Committee a new designation of Beneficiary form.

If a deceased Participant, who has been married to his spouse throughout the one-year period immediately Preceding his death, has designated a person other than his spouse as his Beneficiary and such spouse has not consented in accordance with the provisions of Section 4.1(E) hereof, either after the date of the Participant's separation from service or on or after the date that the Participant attained the age of 35 years, to such other person being designated as the Beneficiary, the provisions of Section 4.1(D) hereof, relating to the qualified preretirement survivor annuity payable to his surviving spouse, will apply in the event of his death on or after his Initial Vesting Date, and the Participant will automatically be deemed to have changed his designation of Beneficiary to the extent necessary to comply with the provisions of Section 4.1(D).

If a deceased Participant who had a spouse at the date of his death failed to designate a Beneficiary in accordance with the provisions of this section, he shall be deemed to have designated his spouse as his Beneficiary. If a deceased Participant who had no spouse at the date of his death failed to designate a Beneficiary in accordance with the provisions of this section or if a deceased Participant (whether or not he has a surviving spouse at the date of his death) had previously designated a Beneficiary but no designated Beneficiary is surviving at the date of his death, the death benefit, if any, that may be payable under the Plan with respect to such deceased Participant may be paid, in the discretion of the Committee but subject to the provisions of Sections 4.1(D) and 4.1(E) hereof if the spouse of such deceased Participant is surviving, either to:

(a) any one or more of the persons comprising the group consisting of the Participant's spouse, the Participant's descendants, the Participant's parents or the Participant's heirs-at-law, and the Committee may direct the payment of the entire benefit to any member of such group or the apportionment of such benefit among any two or more of them in such shares as the Committee, in its sole discretion, shall determine; or

(b) the estate of such deceased Participant;

or in the event the Committee does not so direct any of such payments, the Committee may elect to have a court of applicable jurisdiction determine to whom a payment or payments shall be paid. Any payment made to any person pursuant to the provisions of this Section 5.2 shall operate as a complete discharge of all obligations under the Plan with respect to such deceased Participant and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

Section 5.3. Contingent Beneficiaries. In the event of the death of a Beneficiary who survives the Participant and who, at the Beneficiary's death, is receiving benefits pursuant to the provisions of the Plan within any certain period specified under the Plan with respect to which death benefits are payable under the Plan after the Participant's death, the same amount of monthly retirement income that the Beneficiary was receiving shall be payable for the remainder of such specified certain period to a person designated by the Participant (in the manner provided in Section 5.2) to receive the remaining death benefits, if any, payable in the event of such contingency or, if no person was so named, then to a person designated by the Beneficiary (in the manner provided in Section 5.2) of the deceased Participant to receive the remaining death benefits, if any, payable in the event of such contingency; provided, however, that if no person so designated be living upon the occurrence of such contingency, then the remaining death benefits, if any, shall be payable for the remainder of such specified certain period, in the discretion of the Committee, either to:

(a) all or any one or more of the persons comprising the group consisting of the Participant's spouse, the Beneficiary's spouse, the Participant's descendants, the Beneficiary's descendants, the Participant's parents, the Beneficiary's parents, the Participant's heirs-at-law or the Beneficiary's heirs-at-law, and the Committee may direct the payment of the entire benefit to any member of such group or the apportionment of such benefit among any two or

more of them in such shares as the Committee, in its sole discretion, shall determine; or

(b) the estate of such deceased Beneficiary;

or in the event the Committee does not so direct any of such payments, the Committee may elect to have a court of applicable jurisdiction determine to whom a payment or payments shall be paid. Any payments made to any person pursuant to the provisions of this Section 5.3 shall operate as a complete discharge of all obligations under the Plan with respect to such deceased Beneficiary and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

Section 5.4. Participants' Rights in Trust Fund. No Participant or other person shall have any interest in or any right in, to or under the Trust Fund, or any part of the assets held thereunder, except as to the extent expressly provided in the Plan.

Section 5.5. Benefits Not Assignable. Except to the extent required to comply with a qualified domestic relations order as described in Sections 401(a)(13) and 414(p) of the Internal Revenue Code, or as otherwise provided by applicable law, no benefits, rights or accounts shall exist under the Plan which are subject in any manner to voluntary or involuntary anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be null and void; nor shall any such benefit, right or account under the Plan be in any manner liable for or subject to the debts, contracts, liabilities, engagements, torts or other obligations of the person entitled to such benefit, right or account; nor shall any benefit, right or account under the Plan constitute an asset in case of the bankruptcy, receivership or divorce of any person entitled to a benefit under the Plan; and any such benefit, right or account under the Plan shall be payable only directly to the Participant or Beneficiary, as the case may be. Where a qualified domestic relations order has been received by the Committee, the terms and benefits of the Plan will be considered to have been modified with respect to the Participant affected to the extent that such order requires benefits to be paid to specified individuals other than the Participant. The Committee shall adopt written procedures for the determining whether orders constitute qualified domestic relations order and for administering such orders, a copy of which shall be provided to any Participant upon written request without charge.

Section 5.6. Benefits Payable to Minors and Incompetents. Whenever any person entitled to payments under the Plan shall be a minor or under other legal disability or in the sole judgment of the Committee shall otherwise be unable to apply such payments to his own best interest and advantage (as in the case of illness, whether mental or physical, or where the person not under legal disability is unable to preserve his estate for his own best interest), the Committee may in the exercise of its discretion direct all or any portion of such payments to be made in any one or more of the following ways unless claim shall have been made therefor by an existing and duly appointed guardian, tutor, conservator, committee or other duly appointed legal representative, in which event payment shall be made to such representative:

(A) directly to such person unless such person shall be an infant or shall have been legally adjudicated incompetent at the time of the payment;

(B) to the spouse, child, parent or other blood relative to be expended on behalf of the person entitled or on behalf of those dependents as to whom the person entitled has the duty of support; or

(C) to a recognized charity or governmental institution to be expended for the benefit of the person entitled or for the benefit of those dependents as to whom the person entitled has the duty of support.

The decision of the Committee will, in each case, be final and binding upon all persons, and the Committee shall not be obliged to see to the proper application or expenditure of any payments so made. Any payment made pursuant to the power herein conferred upon the Committee shall operate as a complete discharge of the obligations of the Trustee and of the Committee.

Section 5.7. Conditions of Employment Not Affected by Plan. The establishment and maintenance of the Plan will not be construed as conferring any legal rights upon any Participant to the continuation of his employment with the Employer, nor will the Plan interfere with the right of the Employer to discipline, lay off or discharge any Participant. The adoption and maintenance of the Plan shall not be deemed to constitute a contract between the Employer and any employee or to be a consideration for, inducement to, or condition of employment of any person.

Section 5.8. Notification of Mailing Address. Each Participant and other person entitled to benefits hereunder shall file with the Committee from time to time, in writing, his post office address and each change of post office address, and any check representing payment hereunder and any communication addressed to a Participant, a former Participant, a Beneficiary or a pensioner hereunder at his last address filed with the Committee (or, if no such address has been filed, then at his last address as indicated on the records of the Employer) shall be binding on such person for all purposes of the Plan, and neither the Committee nor the Trustee shall be obliged to search for or ascertain the location of any such person.

If the Committee, for any reason, is in doubt as to whether retirement income payments are being received by the person entitled thereto, it may, by registered mail addressed to such person and to such person's designated Beneficiary, if any, at their address last known to the Committee, notify such person and his Beneficiary that all unmailed and future retirement income payments shall be henceforth withheld until the Committee is provided with evidence of such person's continued life and his proper mailing address or with evidence of such person's death. In the event that (i) such notification is mailed to such person and his designated Beneficiary, (ii) the Committee is not furnished with evidence of such person's continued life and proper mailing address or with evidence of his death within three years of the date such notification was mailed and (iii) the Committee is unable to find any person to whom payment is due under the provisions of the Plan within three years of the date such notification was mailed, all retirement income and other benefit payments due shall be forfeited at the end of such three-year period following the date such notification was mailed; provides however, if claim for any forfeited benefit is subsequently made by any such person to whom payment is due under the Plan, such forfeited benefits due such person shall be reinstated.

Section 5.9. Written Communications Required. Any notice, request, instruction, or other communication to be given or made hereunder shall be in writing and may be delivered to the addressee personally, may be delivered to the addressee by a commercial delivery service at the last address for notice shown on the Committee's records, or may be deposited in the United States mail fully postpaid and properly addressed to such addressee at the last address for notice shown on the Committee's records. Such notices may also be given by e-mail, posting on websites, or other forms of electronic communication to the extent permitted by procedures adopted by the Committee and applicable law. Whenever any provision of the Plan requires any Participant to file any application or take any other action in writing, such filing or action may be done by e-mail, telephonic voice response system, website, or other form of electronic communication to the extent permitted by procedures adopted by the Committee and applicable law.

Section 5.10. Claims and Appeals. Each person asserting any right to benefits under the Plan (a "claimant") must submit a written claim for benefits to the Committee. Such claim shall be filed not more than one year after the claimant knows (or with the exercise of reasonable diligence would know) of the existence of a basis for a claim; provided that a formal claim shall not be required for payment of retirement benefits in the normal course and that nothing herein shall be construed to permit the forfeiture of a Participant's benefit for failure to file a timely application for such benefit; and provided further that the Committee may waive or extend such requirement in its sole discretion.

Upon the receipt of such a claim and in the event the claim is denied, the Committee or its designee shall, within 90 days after its receipt of such claim, provide such claimant a written statement which shall be delivered or mailed to the claimant by certified or registered mail to his last known address, which statement shall contain the following:

(A) the specific reason or reasons for the denial of benefits;

(B) a specific reference to the pertinent provisions of the Plan upon which the denial is based;

(C) a description of any additional material or information that is necessary;

(D) an explanation of the review procedure provided below; and

(E) an explanation of the applicant's right to file suit under Section 502 of the Employee Retirement Income Security Act of 1974 ("ERISA") if such claim is denied on appeal

provided, however, in the event that special circumstances require an extension of time for processing the claim, the Committee shall provide such claimant with such written statement described above not later than 180 days after receipt of the claimant's claim, but, in such event, the Committee shall furnish the claimant, within 90 days after its receipt of such claim, written notification of the extension explaining the circumstances requiring such extension and the date that it is anticipated that such written statement will be furnished.

Within 60 days after receipt of a notice of a denial of benefits as provided above, if the claimant disagrees with the denial of benefits, the claimant or his authorized representative must

request, in writing, that the Committee review his claim and may request to appear before the Committee for such review. In conducting its review, the Committee shall consider any written statement or other evidence presented by the claimant or his authorized representative in support of his claim. The claimant may be represented by a qualified representative (who need not be an attorney), and shall have the right, on written request and without charge, to copies of all material that is relevant to his claim within the meaning of Department of Labor Regulations Section 2560.503-1(m)(8).

Within 60 days after receipt by the Committee of a written application for review of his claim, the Committee shall notify the claimant of its decision; provided, however, in the event that special circumstances require an extension of time for processing such application, the Committee shall so notify the claimant of its decision not later than 120 days after receipt of such application, but, in such event, the Committee shall furnish the claimant, within 60 days after its receipt of such application, written notification of the extension explaining the circumstances requiring such extension and the date that it is anticipated that its decision will be furnished. The decision of the Committee shall be in writing and shall include the specific reasons for the decision presented in a manner calculated to be understood by the claimant, shall contain reference to all relevant Plan provisions on which the decision was based, and shall explain the applicant's right to file suit under Section 502 of ERISA if the claim is denied.

Except as otherwise required by ERISA, the decision of the Committee shall be final and conclusive. No claimant may commence any action at law or equity, or any administrative procedure, to recover any benefit from the Plan unless such claimant has first complied with all of the requirements of this Section 5.10, and no such action may be commenced more than six months after the claimant has received the notice of the Committee's decision upon review of the claim, notwithstanding any other statute of limitations.

The provisions of this Section 5.10 are intended to comply in all regards with the requirements of Section 503 of ERISA and Department of Labor Regulations Section 2560.503-1, and shall be so interpreted. Without limiting the generality of the preceding sentence, all provisions of such regulations relating to extensions of time limits shall also apply to all proceedings under this Section 5.10.

Section 5.11. Credit for Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, effective as of December 12, 1994, as required by the Uniformed Service Employment and Reemployment Rights Act, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

Section 5.12. Participant Litigation. In any action or proceeding regarding the Plan, Employees, Participants, Beneficiaries, spouses or any other persons having or claiming to have an interest in this Plan will not be necessary parties and will not be entitled to any notice or process. Any final judgment which is not appealed or appealable and may be entered in any such action or proceeding will be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in this Plan. To the extent permitted by law, if a legal action is begun against any Employer, the Trustee, the Committee or any member thereof, or any of their directors, officers, partners, members, managers, shareholders, employees, or agents, by or on

behalf of any person and such action results adversely to such person or if a legal action arises because of conflicting claims to a Participant's or other person's benefits, the costs to such person of defending the action will be charged to the amounts, if any, which were involved in the action or were payable to the Participant or other person concerned. To the extent permitted by applicable law, acceptance of participation in this Plan will constitute a release of all Employers, the Trustee, the Committee and all members thereof, or their respective directors, officers, partners, members, managers, shareholders, employees, or agents, from any and all liability and obligation not involving willful misconduct or gross neglect.

SECTION 6. MISCELLANEOUS PROVISIONS REGARDING THE EMPLOYER.

Section 6.1. Contributions. No contributions shall be required of or permitted to be made by any Participant. The Employer intends, but does not guarantee, to make annual contributions in amounts at least equal to the amounts, if any, required to meet the minimum funding requirements of Section 412 of the Internal Revenue Code, as specified in the actuary's valuation reports for the applicable periods of time. Subject to applicable provisions of law, neither the Employer nor any of its officers, agents or employees, nor any member of its board of directors, nor any partner or sole proprietor, guarantees, in any manner the payment of benefits under the Plan.

Section 6.2. Employer's Contributions Irrevocable. The Employer shall have no right, title or interest in the Trust Fund or in any part thereof, and no contributions made thereto shall revert to the Employer except such part of the Trust Fund, if any, that remains therein after the satisfaction of all liabilities to persons entitled to benefits under the Plan and except as provided in the following paragraph.

All contributions to the Plan are made subject to their deductibility under Section 404 of said Code. In the event that a contribution either is made by a good faith mistake of fact or is disallowed as a tax deductible expense under Section 404 of the Internal Revenue Code, the excess of the amount contributed over either the amount that would have been contributed if there had not been such a mistake or the amount that is allowed as a tax deductible expense, as the case may be, with such excess reduced by the net losses, if any, of the Trust Fund attributable thereto (but without any increase due to the net earnings, if any, of the Trust Fund attributable thereto), shall be returned to the Employer within one year of the date of the mistaken payment or the disallowance of the deduction, as the case may be.

Section 6.3. Forfeitures. Forfeitures shall not be used to increase the benefits that any Participant would otherwise receive under the Plan at any time prior to the termination of the Plan but shall be anticipated in determining the costs under the Plan.

Section 6.4. Amendment of Plan. The Plan may be amended from time to time (i) in any respect whatever by the board of directors of the Company, or (ii) in the case of amendments that relate to the administration of the Plan and, in the judgment of the Committee, will not materially alter the benefits provided by the Plan, by the Committee.

(A) Under no condition shall such amendment result in or permit the return or repayment to any Employer of any property held or acquired by the Trustee hereunder or the proceeds thereof or result in or permit the distribution of any such property for the benefit of anyone other than the Participants and their Beneficiaries or joint pensioners, except to the extent provided by Section 4.5 and Section 6.6 hereof with respect to termination of the Plan and expenses of administration, respectively.

(B) Under no condition shall such amendment change the duties or responsibilities of the Trustee hereunder without its written consent.

(C) No amendment shall be effective to the extent it eliminates or reduces any Plan benefits or rights that are protected under Section 411(d)(6) of the Internal Revenue Code unless

such protected benefits or rights are preserved with respect to benefits accrued to the date of such amendment or unless such reduction or elimination is otherwise permitted by the Internal Revenue Service.

Except to the extent permissible to comply with any laws or regulations of the United States or of any state to qualify this as a tax-exempt plan and trust, if any amendment affects in any way the calculation of vested benefits under the Plan, such amendment shall apply to any Participant who has completed at least three years of Vesting Service as of the effective date of such amendment or, if later, as of the date such amendment is adopted, only if the effect of the amendment is to increase the vested portion of his benefit.

Subject to the foregoing limitations, any amendment may be made retroactively which, in the judgment of the Committee, is necessary or advisable provided that such retroactive amendment does not deprive a Participant, without his consent, of a right to receive benefits hereunder which have already vested and matured in such Participant, except such modification or amendment as shall be necessary to comply with any laws or regulations of the United States or of any state to qualify this as a tax-exempt plan and trust.

The participation in the Plan of Employers other than the Company shall not limit the power of the Company and of the Committee under the foregoing provisions, and all amendments by the Company or the Committee to the Plan shall be binding upon all other Employers. Each Employer may, with the consent of the Committee, modify the provisions of the Plan as it pertains only to its own employees by the adoption, by formal action on its part in the manner described in Section 6.7 hereof, of a Supplement to the Plan specifying such modifications that shall pertain only to its employees.

Any Supplement to the Plan adopted by an Employer or Employers shall apply only to the employees of the Employer or Employers adopting such Supplement and shall not affect the continued operation of the Plan with respect to any other Employers.

Section 6.5. Termination of Plan. The Plan may be terminated by the Employers at any time by formal action, in the manner described in Section 6.7 hereof, on the part of each Employer then a party to the Plan specifying (a) that the Plan is being terminated and (b) the date as of which the termination is to be effective. In the event the Plan is to be terminated, the Employer shall notify the Committee and the Trustee of such termination.

The Plan or participation in the Plan may be terminated in the manner described above with respect to one, but less than all, of the Employers theretofore parties hereto and the Plan continued for the remaining Employer or Employers. The Plan or participation in the Plan shall automatically terminate as to a particular Employer upon dissolution of such Employer or upon its liquidation, merger or consolidation without provisions being made by its successor, if any, for the continuation of the Plan.

In the event of the liquidation, dissolution, merger or consolidation of the Employer under such circumstances that there shall be a successor person, firm or corporation continuing and carrying on all or a substantial part of its business, such successor may be substituted for the

Employer under the terms of the Plan by formal action on the part of such successor in the manner described in Section 6.7 hereof specifying its election to continue the Plan.

Any provisions herein to the contrary notwithstanding, in the event of termination of the Plan, the death benefits provided under Sections 2.4(A)(3) and 2.4(B) (or under any Supplements hereto) shall not be payable on behalf of any Participant whose death occurs on or after the date of termination of the Plan, provided, however, if the death of the Participant occurs after the date of termination of the Plan and prior to (a) the date as of which an annuity is purchased on his behalf to provide the benefit to which he is entitled as a result of the termination of the Plan or (b) the date as of which distribution is made on his behalf in some other manner as a result of the termination of the Plan, as the case may be, the amount required to provide the distribution to which he is entitled as a result of termination of the Plan shall, subject to the provisions hereof relating to the qualified preretirement survivor annuity, be used to provide a benefit to his Beneficiary; and provided further, however, the minimum qualified preretirement survivor annuity required under Section 417 of the Internal Revenue Code shall be provided on behalf of any such Participant who is married and whose death occurs prior to his Annuity Starting Date and on or after the date on which an annuity has been purchased to provide the benefit to which he is entitled as a result of termination of the Plan.

Section 6.6. Expenses of Administration. The Employer may pay all expenses incurred in the establishment and administration of the Plan, including expenses and fees of the Trustee, but it shall not be obligated to do so, and any such expenses not so paid by the Employer shall be paid from the Trust Fund.

Section 6.7. Formal Action by Employer. Any formal action herein permitted or required to be taken by an Employer shall be by resolution of its board of directors or other governing board, or by written instrument executed by a person or group of persons who has been authorized by resolution of its board of directors or other governing board as having authority to take such action.

SECTION 7. ADMINISTRATION.

Section 7.1. Administration by Committee. The Plan will be administered by the Retirement Committee appointed by the Company by formal action on its part in the manner described in Section 6.7 hereof. Such Committee will consist of (a) a chairman and at least two additional members or (b) a single individual. Each member may, but need not, be a director, proprietor, partner, officer or employee of any Employer, and each such member shall be appointed by the Company to serve until his successor shall be appointed in like manner. Any member of the Committee may resign by delivering his written resignation to the Company and to the other members, if any, of the Committee. The Company by formal action on its part in the manner described in Section 6.7 hereof may remove any member of the Committee by so notifying the member and other Committee members, if any, in writing. Vacancies on the Committee shall be filled by formal action on the part of the Company in the manner described in Section 6.7 hereof.

In the event that at any time a Committee has not been appointed or is not functioning, the authority of the Committee may be exercised by the senior human resources officer of the Company or persons acting under his authority. In addition, the senior human resources officer of the Company or persons acting under his authority may exercise the authority of the Committee, subject to the oversight of the Committee, with respect to administrative, ministerial or technical matters, including the adoption of amendments to the Plan that are necessary to comply with any applicable law. Any action taken by any officer or employee of the Company with respect to the administration of the Plan that is within the apparent authority of such person shall be binding on all Employees and Participants.

Section 7.2. Officers and Agents of Committee. The Committee may appoint a secretary who may, but need not, be a member of the Committee and may employ such agents, clerical and other services, legal counsel, accountants and actuaries as may be required for the purpose of administering the Plan. Any person or firm so employed may be a person or firm then, theretofore or thereafter serving the Employer in any capacity. The Committee and any individual member of the Committee and any agent thereof shall be fully protected when relying in good faith upon the advice of the following professional consultants or advisors employed by the Employer or the Committee: any attorney insofar as legal matters are concerned, any certified public accountant insofar as accounting matters are concerned and any enrolled actuary insofar as actuarial matters are concerned.

Section 7.3. Action by Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business and shall have full power to act hereunder. The Committee may act either at a meeting at which a quorum is present or by a writing subscribed by at least a majority of the members of the Committee then serving. Any written memorandum signed by the secretary or any member of the Committee who has been authorized to act on behalf of the Committee shall have the same force and effect as a formal resolution adopted in open meeting. Minutes of all meetings of the Committee and a record of any action taken by the Committee shall be kept in written form by the secretary appointed by the Committee or, if no secretary has been appointed by the Committee, by an individual member of the Committee. The Committee shall give to the Trustee any order, direction, consent or advice required under the terms of the Trust Agreement, and the Trustee shall be entitled to rely on any

instrument delivered to it and signed by the secretary or any authorized member of the Committee as evidencing the action of the Committee.

A member of the Committee may not vote or decide upon any matter relating solely to himself or vote in any case in which his individual right or claim to any benefit under the Plan is particularly involved. If, in any case in which any Committee member is so disqualified to act, the remaining members cannot agree or if there is only one individual member of the Committee, the Company, by formal action on its part in the manner described in Section 6.7 hereof, will appoint a temporary substitute member to exercise all of the powers of a qualified member concerning the matter in which the disqualified member is not qualified to act.

Section 7.4. Rules and Regulations of Committee. The Committee shall have the authority to make such rules and regulations and to take such action as may be necessary to carry out the provisions of the Plan and will, subject to the provisions of the Plan, decide any questions arising in the administration, interpretation and application of the Plan, which decisions shall be conclusive and binding on all parties. The Committee may allocate or delegate any part of its authority and duties as it deems expedient.

Section 7.5. Powers of Committee. In order to effectuate the purposes of the Plan, the Committee shall have the full power and authority to construe and interpret any and all provisions of the Plan, to reconcile any inconsistencies and resolve any ambiguities in the terms of the Plan, and to make equitable adjustments for any mistakes or errors made in the administration of the Plan, and all such actions or determinations made by the Committee in good faith shall not be subject to review by anyone. The Committee is given the power to appoint, in its discretion, one or more Investment Managers to manage, including the power to acquire or dispose of, all or any portion of the assets of the Plan and Trust Fund. The Committee is also given the power to serve as paying agent for the Trust Fund, if it so desires, or to appoint, in its discretion, a paying agent or agents to disburse the benefits payable from the Trust Fund and to authorize and direct the Trustee to make distribution to the Committee as paying agent or to such other paying agent as the Committee shall direct in writing.

Section 7.6. Duties of Committee. The Committee shall, as a part of its general duty to supervise and administer the Plan:

(A) determine all facts and maintain records with respect to any Employee's age, amount of Compensation, length of service, Hours of Service, Vesting Service, Credited Service and date of initial coverage under the Plan, and by application of the facts so determined and any other facts deemed material, determine the amount, if any, of benefit payable under the Plan on behalf of a Participant;

(B) to establish rules, regulations and procedures for the administration of the Plan, and to the extent any such rules, regulations or procedures are inconsistent with any provision of the Plan that is administrative or ministerial in nature, the Plan shall be deemed amended to the extent of the inconsistency;

(C) establish, carry out and periodically review a funding policy and method consistent with the objectives of the Plan and the applicable lawful requirements of Title I of the

Employee Retirement Income Security Act of 1974; provided, however, that any decisions pertaining to the amount and timing of contributions by the Employer to the Trust Fund are delegated to the Employer;

(D) give the Trustee specific directions in writing with respect to:

(1) the making of distribution payments, giving the names of the payees, the amounts to be paid and the time or times when payments shall be made; and

(2) the making of any other payments which the Trustee is not by the terms of the Trust Agreement authorized to make without a direction in writing of the Committee;

(E) furnish the Trustee with such information (including information relative to the liquidity needs of the Plan) as is deemed necessary for the Trustee to carry out the purposes of the Trust Agreement;

(F) comply with all applicable lawful reporting and disclosure requirements of the Employee Retirement Income Security Act of 1974;

(G) comply (or transfer responsibility for compliance to the Trustee) with all applicable Federal income tax withholding requirements for distribution payments imposed by the Tax Equity and Fiscal Responsibility Act of 1982;

(H) engage on behalf of all Plan Participants an independent qualified public accountant to examine the financial statements and other records of the Plan for the purposes of an annual audit and opinion as to whether the financial statements and schedules in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles, unless such audit is waived by the Secretary of Labor or his delegate or unless such audit is otherwise not required; and

(I) engage on behalf of all Plan Participants an enrolled actuary to prepare required actuarial statements, unless this requirement is waived by the Secretary of Labor or his delegate or unless such actuarial statements are otherwise not required.

The foregoing list of express duties is not intended to be either complete or conclusive, and the Committee shall, in addition, exercise such other powers and perform such other duties as it may deem necessary, desirable, advisable or proper for the supervision and administration of the Plan.

Section 7.7. Indemnification of Members of Committee. To the extent not covered by insurance or if there is a failure to provide full insurance coverage for any reason and to the extent permissible under corporate by-laws and other applicable laws and regulations, the Employers agree to hold harmless and indemnify the members of the Committee against any and all claims and causes of action by or on behalf of any and all parties whomsoever, and all losses therefrom, including, without limitation, costs of defense and attorneys' fees, based upon or arising out of any act or omission relating to or in connection with the Plan and Trust Agreement other than losses resulting from any such person's fraud or willful misconduct.

Section 7.8. Actuary. The actuary will do such technical and advisory work as the Committee or the Employer may request, including analysis of the experience of the Plan from time to time, the preparation of actuarial tables for the making of computations thereunder, and the submission of actuarial reports to the Company or the Committee, which reports shall contain an actuarial valuation showing the financial condition of the Plan, a statement of the contributions to be made by the Employers and such other information as may be required by the Committee. The actuary shall be appointed by the Committee with the approval of the Company to serve as long as it is agreeable to the Committee, the Company and the actuary.

Section 7.9. Fiduciaries. The Trustee is the named fiduciary hereunder with respect to the powers, duties and responsibilities of investment of the Trust Fund, and the Committee is the plan administrator and is the named fiduciary hereunder with respect to the other powers, duties and responsibilities of the administration of the Plan; provided, however, that certain powers, duties and responsibilities of each of said named fiduciaries are specifically delegated to others under the provisions of the Plan and Trust Agreement, and other powers, duties and responsibilities of any fiduciaries may be delegated by written agreement to others to the-extent permitted under the provisions of the Plan and Trust Agreement.

The powers and duties of each fiduciary hereunder, whether or not a named fiduciary, shall be limited to those specifically delegated to each of them under the terms of the Plan and Trust Agreement. It is intended that the provisions of the Plan and Trust Agreement allocate to each fiduciary the individual responsibilities for the prudent execution of the functions assigned to each fiduciary. None of the allocated responsibilities or any other responsibilities shall be shared by two or more fiduciaries unless such sharing shall be provided by a specific provision in the Plan or the Trust Agreement. If any of the enumerated responsibilities of a fiduciary are specifically waived by the Secretary of Labor, then such enumerated responsibilities shall also be deemed to be waived for the purposes of the Plan and Trust Agreement. Whenever one fiduciary is required by the Plan or the Trust Agreement to follow the directions of another fiduciary, the two fiduciaries shall not be deemed to have been assigned a share of any responsibility, but the responsibility of the fiduciary giving the directions shall be deemed to be his sole responsibility and the responsibility of the fiduciary receiving those directions shall be to follow same insofar as such instructions on their face are proper under applicable law. Any fiduciary may employ one or more persons to render advice with respect to any responsibility such fiduciary has under the Plan or Trust Agreement.

Each fiduciary may, but need not, be a director, proprietor, partner, officer or employee of the Employer. Nothing in the Plan shall be construed to prohibit any fiduciary from:

(a) serving in more than one fiduciary capacity with respect to the Plan and Trust Agreement;

(b) receiving any benefit to which he may be entitled as a Participant or Beneficiary in the Plan, so long as the benefit is computed and paid on a basis that is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries; or

(c) receiving any reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred in the performance of his duties with respect to the Plan, except that no person so serving who already receives full-time pay from an Employer shall receive compensation from the Plan, except for reimbursement of expenses properly and actually incurred.

Each fiduciary shall be bonded as required by applicable law or statute of the United States, or of any state having appropriate jurisdiction, unless such bond may under such law or statute be waived by the parties to the Trust Agreement. The Employer shall pay the cost of bonding any fiduciary who is an employee of the Employer.

Section 7.10. Applicable Law. The Plan will, unless superseded by federal law, be construed and enforced according to the laws of the State of Illinois, and all provisions of the Plan will, unless superseded by federal law, be administered according to the laws of the said state.

SECTION 8. TRUST FUND.

Section 8.1. Purpose of Trust Fund. The Trust Fund has been created and will be maintained for the purposes of the Plan, and the moneys thereof will be invested in accordance with the terms of the agreement and declaration of trust which forms a part of the Plan. All contributions will be paid into the Trust Fund, and all benefits under the Plan will be paid from the Trust Fund, except to the extent provided by Section 3.5 hereof.

Section 8.2. Benefits Supported Only by Trust Fund. Subject to applicable provisions of law, any person having any claim under the Plan will look solely to the assets of the Trust Fund for satisfaction.

Section 8.3. Trust Fund Applicable Only to Payment of Benefits. The Trust Fund will be used and applied only in accordance with the provisions of the Plan, to provide the benefits thereof, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons thereunder entitled to benefits, except to the extent provided in Section 4.5 and Section 6.6 hereof with respect to termination of the Plan and expenses of administration, respectively.

IN WITNESS WHEREOF, LITTELFUSE, INC. has caused this instrument to be executed by its duly authorized officers on this 1st day of January, 2008.

LITTELFUSE, INC.

By: /s/ Ryan K. Stafford

Ryan K. Stafford
Vice President, Human Resources
and General Counsel

FIRST SUPPLEMENT
CERTAIN PARTICIPANTS IN FORMER PLANS

FIRST SUPPLEMENT A PART OF PLAN.

(1) This FIRST SUPPLEMENT TO LITTELFUSE, INC. RETIREMENT PLAN (herein referred to as the "First Supplement") forms a part of the LITTELFUSE, INC. RETIREMENT PLAN as in effect on and after January 1, 1992.

(2) All terms used in this First Supplement shall have the meanings assigned to them in the provisions of the Plan unless otherwise qualified by the context. There shall be no duplication of benefits between the Plan and this First Supplement, and the actuarially equivalent benefits payable under one shall be inclusive of the actuarially equivalent benefits payable under the other unless specifically provided otherwise in the provisions of the Plan or this First Supplement.

MODIFICATIONS IN BENEFITS PAYABLE UNDER PLAN TO CERTAIN LITTELFUSE, INC. EMPLOYEES

The provisions of this Section (B) shall apply only to those Participants in the Plan who were employees of Littelfuse, Inc. prior to January 1, 1976, whose Credited Service under the Plan commenced prior to January 1, 1976 and who were participants prior to January 1, 1976 in the Littelfuse, Inc. Profit Sharing Trust (such profit sharing plan as in effect prior to January 1, 1976 is herein referred to as the 'Littelfuse profit sharing plan') and/or who were participants prior to January 1, 1976 in that group annuity contract providing a group annuity fund for certain employees of Littelfuse, Inc., issued by the Continental Assurance Company, Chicago, Illinois, effective January 1, 1961 (such retirement plan as in effect prior to December 31, 1975 is herein referred to as the 'Littelfuse superseded retirement plan'). All of the provisions of the Plan shall apply to the Participants to whom the provisions of this Section (B) are applicable except as provided otherwise in the following subsections of this Section (B).

(1) Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent. The Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent' determined as of any given date specified in this Section (B) shall mean the monthly amount of retirement income, payable as a straight life annuity commencing on such given date, which is equal to the quotient of:

(a) an amount equal to the sum of:

(i) the sum of (A) the amount of employer contributions, forfeitures and funds attributable thereto which were credited to such Employee's accounts as of December 31, 1975 under the Littelfuse profit sharing plan as determined from the records maintained with respect to the Littelfuse profit sharing plan and (B) interest on such amount in (A) above at the rate of 6% per annum compounded annually from January 1, 1976 to such given date;

and

(ii) if the Employee received a distribution under the Littelfuse profit sharing plan prior to December 31, 1975 but his Credited Service as defined in the Plan includes service accrued prior to the date of such distribution, the sum of (A) the amount of such distribution which he received under the Littelfuse profit sharing plan prior to December 31, 1975 and (B) interest on such amount in (A) above at the rate of 6% per annum compounded annually from the date of such distribution to such given date;

divided by

(b) the factor specified in the scheduled below based upon the Employee's attained age (to the nearest month) at such given date:

ATTAINED AGE GIVEN DATE	FACTOR
65 or older	120.000
64	125.865
63	131.649
62	137.339
61	142.924
60	148.392
59	153.737
58	158.951
57	164.028
56	168.964
55	173.756
54	178.402
53	182.901
52	187.250
51	191.448
50	195.496
49	199.395
48	203.146
47	206.752
46	210.213
45	213.532
44	216.714
43	219.759

ATTAINED AGE ON GIVEN DATE	FACTOR
42	222.674
41	225.461
40	228.124
39	230.669
38	233.098
37	235.416
36	237.627
35	239.736

Straight line interpolation between the next higher age and the next lower age shall be used to determine the factor that applies to a Participant whose attained age (to the nearest month) at such given date is not a whole number of years.

(2) Littelfuse Superseded Retirement Plan Monthly Normal Retirement Benefit. The term 'Littelfuse Superseded Retirement Plan Monthly Normal Retirement Benefit' as used in this Section (B) shall mean the monthly amount of retirement income, payable as a straight life annuity, commencing on the Employee's Normal Retirement Date, which is equal to the monthly normal retirement benefit, if any, being provided on behalf of the Participant under the terms of the Littelfuse superseded retirement plan as of December 31, 1975.

(3) Normal Retirement Income. Notwithstanding the provisions of Section 2.1 of the Plan, but subject to the provisions of Section 4.1 of the Plan, the monthly amount of retirement income determined under Section 2.1(B) of the Plan which is payable as a straight life annuity in the manner described in Section 2.1(C) of the Plan on behalf of a Participant to whom the provisions of this Section (B) are applicable, upon his normal retirement under the Plan at any time on or after January 1, 1992, shall be equal to the excess of:

(a) an amount equal to the sum of:

(i) the monthly retirement income equal to the greater of:

(1) the sum of the Participant's Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent determined as of his Normal Retirement Date and his Littelfuse Superseded Retirement Plan Monthly Normal Retirement Benefit; or

(2) the monthly retirement income to which such Participant would have otherwise been entitled as determined under the provisions of Section 2.1(B) of the Plan (ignoring the minimum monthly retirement income described in such section of the Plan that applies to a Participant who retires after his Normal Retirement Date) multiplied by the fraction in which the numerator is his number of years of Credited Service, if any, which were accrued prior to January 1, 1976 and which are in excess of one year and the denominator is his total number of years of Credited Service which are in excess of one year,

plus

(ii) the monthly retirement income to which such Participant would have otherwise been entitled as determined under the provisions of Section 2.1(B) of the Plan (ignoring the minimum monthly retirement income described in such section of the Plan that applies to a Participant who retires after his Normal Retirement Date) multiplied by the fraction in which the numerator is his number of years of Credited Service, exclusive of the greater of (1) one year or (2) his number of years of Credited Service which were accrued prior to January 1, 1976, and the denominator is his total number of years of Credited Service which are in excess of one year;

over

(b) the Participant's Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent determined as of his Normal Retirement Date;

provided, however, that such monthly amount of retirement income payable to any such Participant who retires after his Normal Retirement Date shall not be less than that amount which can be provided on an actuarially equivalent basis by the sum of (i) the single-sum value as of his Normal Retirement Date of the normal monthly retirement income which would have been payable to the Participant in accordance with the above provisions of this Section (B)(3) if he had retired on his Normal Retirement Date (using his number of years of Credited Service and Final Average Monthly Compensation determined as of his Normal Retirement Date instead of as of his actual retirement date) and (ii) the amount of interest on such single-sum value in (i) above where the interest shall be compounded annually from the Participant's Normal Retirement Date to his actual retirement date. The actuarial computations to determine such monthly retirement income payable under the Plan on behalf of a Participant who retires after his Normal Retirement Date shall be on the basis of the interest and mortality assumptions which were being used as of the Participant's Normal Retirement Date to determine actuarially equivalent monthly retirement incomes.

(4) Early Retirement Income. Notwithstanding the provisions of Section 2.2 of the Plan, but subject to the provisions of Section 4.1 of the Plan, the monthly amount of retirement income determined under Section 2.2(B) of the Plan which is payable as a straight life annuity in the manner described in Section 2.2(C) of the Plan on behalf of a Participant to whom the provisions of this Section (B) are applicable, upon his early retirement under the Plan shall be equal to the excess of:

(a) an amount equal to the sum of:

(i) the monthly retirement income equal to the greater of:

(1) the sum of:

(aa) the Participant's Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent determined as of his Early Retirement Date;

plus

(bb) his Littelfuse Superseded Retirement Plan Monthly Normal Retirement Benefit multiplied by the Early Retirement Reduction Factor specified in Section 2.2(B)(2) of the Plan that applies at his Early Retirement Date;

or

(2) the monthly early retirement income to which such Participant would have otherwise been entitled as determined under the provisions of Section 2.2(B) of the Plan multiplied by the fraction in which the numerator is his number of years of Credited Service, if any, which were accrued prior to January 1, 1976 and which are in excess of one year and the denominator is his total number of years of Credited Service which are in excess of one year;

plus

(ii) the monthly early retirement income to which such Participant would have otherwise been entitled as determined under the provisions of Section 2.2(B) of the Plan multiplied by the fraction in which the numerator is his number of years of Credited Service, exclusive of the greater of (1) one year or (2) his number of years of Credited Service which were accrued prior to January 1, 1976, and the denominator is his total number of years of Credited Service which are in excess of one year,

over

(b) the Participant's Littelfuse. Profit Sharing Plan Retirement Income Equivalent determined as of his Early Retirement Date.

(5) Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date. Notwithstanding the provisions of Section 1.1(A) of the Plan, the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which a Participant to whom the provisions of this Section (B) are applicable has accrued under the Plan as of any given date prior to his Normal Retirement Date shall be equal to the monthly retirement income, payable to the Participant for life commencing at his Normal Retirement Date, if he shall then be living, which is the actuarial equivalent of an amount of monthly retirement income, payable to the Participant for life commencing at such given date, equal to:

(a) an amount equal to the sum of:

(i) the monthly retirement income equal to the greater of:

(1) the sum of:

(aa) the Participant's Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent determined as of such given date;

plus

(bb) his Littelfuse Superseded Retirement Plan Monthly Normal Retirement Benefit multiplied by a factor that will convert such monthly retirement income payable to the Participant for life commencing on his Normal Retirement Date to an actuarially equivalent monthly retirement income payable to him for life commencing on such given date;

or

(2) the product of:

(aa) the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which such Participant would have otherwise accrued as of such given date as determined under the provisions of Section 1.1(A) of the Plan multiplied by the fraction in which the numerator is his number of years of Credited Service, if any, at such given date which were accrued prior to January 1, 1976 and which are in excess of one year and the denominator is his total number of years of Credited Service at such given date which are in excess of one year;

multiplied by

(bb) a factor that will convert such monthly retirement income payable to the Participant for life commencing on his Normal Retirement Date to an actuarially equivalent monthly retirement income payable to him for life commencing on such given date;

plus

(ii) the product of:

(1) the Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which such Participant would have otherwise accrued as of such given date as determined under the provisions of Section 1.1(A) of the Plan multiplied by the fraction in which the numerator is his number of years of Credited Service at such given date, exclusive of the greater of (1) one year or (2) his number of years of Credited Service which were accrued prior to January 1, 1976,

and the denominator is his total number of years of Credited Service at such given date which are in excess of one year;

multiplied by

(2) a factor that will convert such monthly retirement income payable to the Participant for life commencing on his Normal Retirement Date to an actuarially equivalent monthly retirement income payable to him for life commencing on such given date;

over

(b) the Participant's Littelfuse Profit Sharing Plan Monthly Retirement Income Equivalent;

provided, however, that such Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date which such a Participant has accrued as of a given date shall not exceed an amount that is actuarially equivalent as of such given date to that amount which would cause the monthly retirement income payable to or on behalf of the Participant under the Plan to be in excess of the maximum amount of retirement income permitted under Section 415 of the Internal Revenue Code.

RIGHT TO AMEND OR TERMINATE FIRST SUPPLEMENT.

The powers reserved in the Plan with respect to amendment and termination thereof (Sections 6.4 and 6.5, respectively) shall apply with equal force to this First Supplement.

SECOND SUPPLEMENT
MINIMUM DISTRIBUTION RULES

Section 1. General Rules.

Section 1.1. Effective Date. The provisions of this Second Supplement will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

Section 1.2. Precedence. The requirements of this Second Supplement will take precedence over any inconsistent provisions of the Plan.

Section 1.3. Requirements of Treasury Regulations Incorporated. All distributions required under this Second Supplement will be determined and made in accordance with the treasury regulations under Section 401(a)(9) of the Code.

Section 1.4. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Second Supplement, other than Section 1.4, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

Section 2.1. Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

Section 2.2. Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 2.2, other than Section 2.2(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 2.2 and Section 5, distributions are considered to begin on the Participant's required beginning date (or, if Section 2.2(d) applies, the date distributions are required to begin to the surviving spouse under Section 2.2(a)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

Section 2.3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Second Supplement. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the treasury regulations that apply to individual accounts.

Section 3. Determination of Amount to be Distributed Each Year.

Section 3.1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4 or 5;

(c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(d) payments will either be nonincreasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary

whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(3) to provide cash refunds of employee contributions upon the Participant's death; or

(4) to pay increased benefits that result from a Plan amendment.

Section 3.2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

Section 3.3. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements for Annuity Distributions That Commence During Participant's Lifetime.

Section 4.1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

Section 4.2. Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the treasury

regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.2, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

Section 5. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

Section 5.1. Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2.2(a) or (b), over the life of the designated beneficiary or over a period certain not exceeding:

(a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

Section 5.2. No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

Section 5.3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2.2(a).

Section 6. Definitions.

Section 6.1. Designated Beneficiary. The individual who is designated as the beneficiary under Section 3 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-l, Q&A-4, of the treasury regulations.

Section 6.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2.2.

Section 6.3. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the treasury regulations.

Section 6.4. Required Beginning Date. The date specified in Section 1.33 of the Plan.

THIRD SUPPLEMENT
SECTION 415 LIMITATIONS

Section 1. The limitations of this Supplement shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 2. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

Section 3. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Participant's benefit under this Plan will first be reduced until the total Annual Benefits does not exceed the Maximum Permissible Benefit.

Section 4. The application of the provisions of this Supplement shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor Employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the Plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Section 415 of the Internal Revenue Code in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.

Section 5. The limitations of this supplement shall be determined and applied taking into account the rules in Section 7.

Section 6. Definitions.

Section 6.1. Annual Benefit: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Supplement. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this supplement as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Section 1.401(a)-20, Q&A

10(d), and with regard to Section 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations. No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Section 417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Supplement, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Supplement applicable at the annuity starting date, as increased in subsequent years pursuant to Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form. The determination of the Annual Benefit shall take into account social security supplements described in Section 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 6.1(a) or Section 6.1(b).

(a) Benefit Forms Not Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 6.1(a) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the*** following produces the greater annual amount: (I) the interest rate specified in Section 1.1(B)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(B)(1)(a) of the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity

starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan for that annuity starting date.

(b) Benefit Forms Subject to Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 6.1(a). In this case, the actuarially equivalent straight life annuity shall be determined as follows: (i) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (I) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 1.1(A)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(A)(1)(a) of the Plan for adjusting benefits in the same form; (II) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan; and (III) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Section 1.1(B)(2)(b) of the Plan and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan, divided by 1.05.

(ii) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 1.1(B)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(B)(1)(a) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 1.1(B)(2)(b) of the Plan. If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this Section 6.1(b)(ii) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the plan, taking into account the limitations of this Supplement, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

(I) the interest rate specified in Section 1.1(B)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(B)(1)(a) of the Plan for adjusting benefits in the same form;

(II) the applicable interest rate defined in Section 1.1(B)(2)(b) of the Plan and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan; and

(III) the applicable interest rate defined in Section 1.1(B)(2)(b) of the Plan (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Section 1.1(B)(2)(a) of the Plan.

Section 6.2. Compensation: Compensation is defined as wages, within the meaning of Section 3401(a), and all other payments of compensation to an employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the employee a written statement under Sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2)). For Limitation Years beginning on or after July 1, 2007 compensation for a Limitation Year shall also include compensation paid by the later of 2 1/2 months after an employee's severance from employment with the Employer maintaining the plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the Employer maintaining the plan, if:

(a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the Employer; or,

(b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(c) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2 1/2 months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment.

Back pay, within the meaning of Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Section 125(a), Section 402(e)(3), Section 402(h)(1)(B), Section 402(k), or Section 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Section 132(f)(4).

For Limitation Years beginning after December 31, 2001 Compensation shall also include deemed Section 125 compensation. Deemed Section 125 compensation is an amount that is excludable under Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Section 125 compensation only if the Employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

6.3 Defined Benefit Compensation Limitation: 100 percent of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity. The Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically adjusted by multiplying the limitation applicable to the Participant in the prior Limitation Year by the annual adjustment factor under Section 415(d) of the Internal Revenue Code that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. In the case of a Participant who is rehired after a severance from employment, the Defined Benefit Compensation Limitation is the greater of 100 percent of the Participant's High Three-Year Average Compensation, as determined prior to the severance from employment, as adjusted pursuant to the preceding paragraph, if applicable; or 100 percent of the Participant's High Three-Year Average Compensation, as determined after the severance from employment under Section 6.7.

Section 6.4. Defined Benefit Dollar Limitation: Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Section 415(d) of the Internal Revenue Code, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under Section 415(d) shall apply to Participants who have had a separation from employment.

Section 6.5. Employer: For purposes of this Supplement, Employer shall mean the Employer that adopts this plan, and all members of a controlled group of corporations, as defined in Section 414(b) of the Internal Revenue Code, as modified by Section 415(h)), all commonly controlled trades or businesses (as defined in Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Section 415(h)), or

affiliated service groups (as defined in Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to Section 414(o) of the Internal Revenue Code.

Section 6.6. Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the Employer, such as the sale of a member controlled group of corporations, as defined in Section 414(b) of the Internal Revenue Code, as modified by Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the Employer, such as transfer of plan sponsorship outside a controlled group.

Section 6.7. High Three-Year Average Compensation: The average compensation for the three consecutive years of service (or, if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A year of service with the Employer is the Plan Year. In the case of a Participant who is rehired by the Employer after a severance from employment, the Participant's high three-year average compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from the Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's compensation for a year of service shall not include compensation in excess of the limitation under Section 401(a)(17) of the Internal Revenue Code that is in effect for the calendar year in which such year of service begins.

Section 6.8. Limitation Year: The Plan Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

Section 6.9. Maximum Permissible Benefit: The lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).

(a) Adjustment for Less Than 10 Years of Participation or Service: If the Participant has less than 10 years of participation in the plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the plan, and (ii) the denominator of which is 10. In the case of a Participant who has less than ten Years of Service with the Employer, the Defined Benefit Compensation Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Service with the Employer, and (ii) the denominator of which is 10.

(b) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation

shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Section 6.9(b)(i), as modified by Section 6.9(b)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Section 6.9(b)(ii), as modified by Section 6.9(b)(iii).

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 1.1(B)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(B)(1)(a) of the Plan; or (2) a 5 percent interest rate assumption and the applicable mortality table as defined in Section 1.1(B)(2)(b)of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 1.1(B)(2)(a) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning

on or after July 1, 2007, and the plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 6.9(b)(i)II.A. and the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 62, both determined without applying the limitations of this Supplement.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 1.1(B)(1)(b) of the Plan and the mortality table (or other tabular factor) specified in Section 1.1(B)(1)(a)of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 1.1(B)(2)(a) of the Plan.

II. Limitation Years Beginning Before July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table

for that annuity starting date as defined in Section 1.1(B)(2)(a) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Section 6.9(b)(ii)II.A. and the Defined Benefit Dollar Limitation (adjusted under Section 6.9(a) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the plan at age 65, both determined without applying the limitations of this Supplement. For this purpose, the adjusted immediately commencing straight life annuity under the plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Section 6.9(b), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Section 417(c) of the Internal Revenue Code, upon the Participant's death.

(c) Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed $10,000 multiplied by a fraction - (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Employer, and (II) the denominator of which is 10; and

(ii) the Employer (or a predecessor Employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Section 401(h), and accounts for postretirement medical benefits established under Section 419A(d)(1) are not considered a separate defined contribution plan).

Section 6.10. Predecessor Employer: If the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former Employer, the former Employer is a predecessor Employer with respect to the Participant in the plan. A former entity that antedates the Employer is also a predecessor Employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

Section 6.11. Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the Employer maintaining the plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new Employer maintains the plan with respect to the employee.

Section 6.12. Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Internal Revenue Code for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the plan must be established no later that the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

Section 6.13. Year of Service: For purposes of Section 6.7, the Participant shall be credited with a Year of Service (computed to fractional parts of a year) for each accrual computation period for which the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes,

required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the Employer or a predecessor Employer.

Section 7. Other Rules.

Section 7.1. Benefits Under Terminated Plans. If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Supplement. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

Section 7.2. Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the transferred benefits are treated by the Employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, the amount transferred is treated as a benefit paid from the transferor plan.

Section 7.3. Formerly Affiliated Plans of the Employer. A formerly affiliated plan of an Employer shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the plan and had purchased annuities to provide benefits.

Section 7.4. Plans of a Predecessor Employer. If the Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor Employer, the Participant's benefits under a plan maintained by the predecessor Employer shall be treated as provided under a plan maintained by the Employer. However, for this purpose, the plan of the predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor Employer relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the predecessor Employer shall be treated as if they were a single Employer immediately prior to such event and as unrelated Employers immediately after the event; and if the event giving rise to the predecessor relationship is a

benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the plan of the predecessor Employer.

Section 7.5. Special Rules. The limitations of this Supplement shall be determined and applied taking into account the rules in Section 1.415(f)-1(d), (e) and (h) of the Income Tax Regulations.

Section 7.6. Aggregation with Multiemployer Plans.

(a) If the Employer maintains a multiemployer plan, as defined in Section 414(f) of the Internal Revenue Code, and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the Employer shall be treated as benefits provided under a plan maintained by the Employer for purposes of this Supplement.

(b) Effective for Limitation Years ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Sections 6.3 and 6.9(a) to a plan which is not a multiemployer plan.

EXHIBIT 10.18

LITTELFUSE, INC.

SUMMARY OF DIRECTOR COMPENSATION

Directors of Littelfuse, Inc. (the "Company") who are not also employees of the Company are paid an annual fee of $40,000, $1,500 for each of the four regularly scheduled meetings of the Board of Directors (the "Board") attended and $1,000 for attendance at any special teleconference Board or committee meetings, plus reimbursement of reasonable expenses relating to attendance at meetings. Our lead director is paid an additional $7,500 annually; the chairman of the Audit Committee is paid an additional $10,000 annually; the chairman of the Compensation Committee is paid an additional $10,000 annually; the chairman of the Nominating and Governance Committee is paid an additional $5,000 annually; and the chairman of the Technology Committee is paid an additional $5,000 annually. No fees are paid to directors who are also full-time employees of the Company.

Under the Littelfuse Deferred Compensation Plan for Non-employee Directors (the "Non-employee Directors Plan"), a non-employee director, at his election, may defer receipt of his director's fees. Such deferred fees are used to purchase shares of our common stock, and such shares and any distributions on those shares are deposited with a third party trustee for the benefit of the director until the director ceases to be a director of the Company. All non-employee directors have elected to be compensated in common stock under the Non-employee Directors Plan, except for Mr. Noglows.

On April 27, 2007, the stockholders of the Company approved the Littelfuse, Inc. Amended and Restated Outside Directors' Equity Plan (the "Outside Directors' Plan"). The Outside Directors' Equity Plan provides for an annual grant of stock options and restricted stock units with an estimated value of $90,000. The stock options and restricted stock units vest ratably over three years. The stock options have an exercise price equal to the fair market value of our common stock on the date of grant and have a seven year term. The restricted stock units entitle the director to receive one share of common stock per unit upon vesting.

LITTELFUSE, INC.
2007 ANNUAL REPORT

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Littelfuse, Inc. and its subsidiaries ("Littelfuse" or "the Company") design, manufacture, and sell circuit protection devices for use in the electronics, automotive and electrical markets throughout the world. The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is designed to provide the reader with information that will assist in understanding the Company's consolidated financial statements, the changes in certain key items in those financial statements from year to year, and the primary factors that accounted for those changes, as well as how certain accounting principles affect the consolidated financial statements. The discussion also provides information about the financial results of the various business segments to provide a better understanding of how those segments and their results affect the financial condition and results of operations of Littelfuse as a whole.

FORWARD LOOKING INFORMATION

This MD&A should be read in conjunction with the accompanying consolidated financial statements and related notes. See "Cautionary Statement Regarding Forward-Looking Statements Under the Private Securities Litigation Reform Act of 1995 ("PSLRA")" on page 9 of this report for a description of important factors that could cause actual results to differ from expected results. See also Item 1A, "Risk Factors," in the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

BUSINESS SEGMENT INFORMATION

Littelfuse historically has evaluated the Company's operations and reported the enterprise's operating segments by geography for the purpose of Statement of Financial Accounting Standards ("SFAS") No. 131, "Disclosures about Segments of an Enterprise and Related Information" ("SFAS 131"). Over the last several quarters, the Company has made a number of organizational changes that have altered how the Company's President and Chief Executive Officer evaluates the Company's operations. These organizational changes have increased the importance of the Company's reliance on business unit performance compared to geographic performance. As such, the Company determined in the third quarter of 2007 that business units now represent operating segments, as defined by SFAS No. 131, and therefore, reports these business units as separate segments.

The following table is a summary of the Company's operating segments net sales by business unit and geography (in thousands):

	FISCAL YEAR*		
	2007	2006	2005
BUSINESS UNIT			
Electronics	$ 348.9	$ 365.5	$ 305.9
Automotive	135.1	123.6	118.6
Electrical	52.1	45.8	42.6
TOTAL	$ 536.1	$ 534.9	$ 467.1

	2007	2006	2005
GEOGRAPHY**			
Americas	$ 204.3	$ 216.0	$ 199.9
Europe	118.2	111.6	98.3
Asia-Pacific	213.6	207.3	168.9
TOTAL	$ 536.1	$ 534.9	$ 467.1

* Amounts exclude Efen Gmbh ("Efen") since the date of the Heinrich Industrie AG ("Heinrich") acquisition.

** Sales are defined based upon shipped to destination.

Business unit segment information is more fully described in Note 14 of the Notes to Consolidated Financial Statements. The following discussion provides an analysis of the information contained in the consolidated financial statements and accompanying notes beginning on page 12 at December 29, 2007 and December 30, 2006, and for the three fiscal years ended December 29, 2007, December 30, 2006, and December 31, 2005.

RESULTS OF OPERATIONS -- 2007 COMPARED WITH 2006

Net sales increased slightly in the current year to $536.1 million compared to $534.9 million in 2006. These results were led by the automotive segment with an increase in sales of $11.5 million or 9% to $135.1 million, along with an increase in the electrical segment of $6.3 million or 14% to $52.1 million, largely offset by a decrease in the electronics segment of $16.6 million or 5% to $348.9 million. The increase in automotive sales was due to growth in the off-road truck and bus product lines, new passenger vehicle products and favorable currency effects of $5.6 million, mainly due to the strengthening of the Euro. Electrical sales increased primarily due to price increases over the prior year and improvements in the industrial market. The decrease in electronic sales reflected weaker distributor demand in the Americas and Asia-Pacific, partially offset by favorable currency effects of $5.2 million, largely due to the strengthening of the Euro.

On a geographic basis, sales in the Americas decreased $11.7 million or 5% in 2007 compared to 2006. Within the Americas, the electronics business declined $19.9 million, reflecting inventory rationalization at distributors and weaker telecom demand. Automotive sales increased $0.9 million due to growth in the off-road truck and bus product lines and new passenger vehicle products. The electrical business increased $6.2 million due to price increases over the prior year and improvements in the industrial market.

Europe sales increased $6.6 million or 6% in 2007 compared to 2006. The increase in European sales was primarily due to increased automotive sales of $8.6 million, partially offset by a $2.0 million decrease in electronic distributor sales. The automotive sales increase reflected favorable currency effects of $5.6 million due to the strengthening Euro and growth in both the passenger vehicle and off-road truck and bus product lines. Lower electronics sales were due to decreased demand from electronics distributors, partially offset by favorable currency effects of $4.4 million due to the strengthening Euro.

Asia-Pacific sales increased $6.3 million or 3% compared to the prior year. The increase in Asia-Pacific sales was mainly the result of higher electronic sales due to improved demand for digital consumer products. Automotive sales increased by $0.7 million reflecting continued share gain in the growing Asian markets outside of Japan.

Gross profit was $171.5 million or 32.0% of sales in 2007 compared to $161.3 million or 30.2% of sales in 2006. The gross profit margin percentage improvement resulted primarily from lower restructuring charges in 2007 compared to 2006.

Selling, general and administrative expenses decreased $7.3 million to $103.3 million in 2007 from $110.6 million in 2006, primarily due to lower employee bonus expense in 2007 and the recognition of $5.3 million in higher restructuring and asset impairment charges in 2006. As a percentage of net sales, selling, general and administrative expenses decreased to 19.3% in 2007 from 20.7% in 2006. Research and development costs increased $3.0 million to $21.7 million due to increased spending on new product development for the electronics and automotive markets. In 2007, a gain of $8.0 million was recognized on the sale of real estate in Ireland. Total operating expenses, including the gain on Ireland property and intangible amortization, were 22.4% of net sales in 2007, compared to 24.8% of net sales in 2006.

Operating income in 2007 increased 77.8% to $51.3 million or 9.6% of sales compared to $28.9 million or 5.4% of sales in the prior year. The changes in operating income and operating margin were due mainly to lower restructuring charges and decreased bonus expense in 2007 as described above.

Other income, net, consisting of interest income, royalties, non-operating income and foreign currency items, was $1.5 million in 2007 compared to $2.2 million in the prior year. The decrease was primarily due to foreign currency effects.

Income from continuing operations before minority interest and income taxes was $51.3 million in 2007 compared to $29.4 million in 2006. Income tax expense was $14.5 million in 2007 compared to $6.2 million in the prior year. The 2007 effective income tax rate was 28.2% compared to 21.0% in 2006. The 2006 effective tax rate reflects certain adjustments including a $1.4 million benefit resulting from a German tax law change and recognition of a $1.8 million benefit related to net operating losses from an acquired group of companies. Income from continuing operations was $36.8 million in 2007 compared to $23.2 million in 2006.

In 2006, the Company sold the Efen business and accounted for this business as a discontinued operation that reported income, net of taxes, of $0.6 million.

Net income in 2007 was $36.8 million compared to $23.8 million in the prior year.

RESULTS OF OPERATIONS -- 2006 COMPARED WITH 2005

Sales increased 15% to $534.9 million in 2006 from $467.1 million in 2005. The increase in sales was due primarily to growth in the electronics markets. Electronic sales increased $59.6 million or 19% to $365.5 million in 2006 compared to $305.9 million in 2005, driven by increased demand for telecom and consumer electronics products in Asia-Pacific. Automotive sales increased $5.0 million or 4% to $123.6 million in 2006 compared to $118.6 million in 2005, primarily due to strong growth in Asia-Pacific and increased European sales in the off road, truck and bus market, partially offset by lower North America sales. Electrical sales increased $3.2 million or 8% to $45.8 million in 2006 compared to $42.6 million in 2005 due to price increases and improvements in the non-residential construction market. Acquisitions in 2006 contributed $11.8 million to 2006 sales.

On a geographic basis, Asia-Pacific sales increased 23% to $207.3 million due to increased demand for electronics products. Europe sales increased 14% to $111.6 million and the Americas sales increased 8% to $216.0 million as both segments also experienced increased demand for electronics products. International sales were $326.8 million or 61.1% of net sales in 2006 compared to $279.3 million or 59.8% of net sales in 2005, with favorable currency effects contributing $1.1 million to sales in 2006.

Gross profit was $161.3 million or 30.2% of sales in 2006 compared to $144.6 million or 30.9% of sales in 2005. The gross profit margin percentage decline resulted from $21.3 million of current year net restructuring charges related to the closure of facilities in Ireland ($17.1 million after a $2.9 million statutory rebate), Germany ($2.3 million) and Irving, Texas ($1.9 million), an asset write-down in Germany of $0.8 million and higher commodity prices, partially offset by the progression of ongoing cost reduction programs and improved operating leverage. The Company expects to incur additional restructuring charges in the future as it further consolidates its worldwide manufacturing operations. Excluding the 2006 net restructuring charges, gross profit improved from the prior year primarily due to reduced costs as a result of the progression of ongoing cost reduction programs and improved operating leverage due to higher plant volumes, partially offset by higher commodity prices.

Selling, general and administrative expenses increased $12.0 million to $110.6 million in 2006 from $98.5 million in 2005, primarily due to the recognition of $5.2 million stock-based compensation expense in 2006, increased bonus expense, $2.7 million of restructuring expense related to German operations and a $3.6 million charge for the write-down of Heinrich real estate and fixed assets. As a percentage of net sales, selling, general and administrative expenses decreased to 20.7% in 2006 from 21.1% in 2005. Research and development costs increased $2.0 million to $18.7 million due to increased spending on new product development for the electronics and automotive markets. Total operating expenses, including intangible amortization, were 24.8% of net sales in 2006, compared to 25.2% of sales in 2005.

Operating income in 2006 increased 7.0% to $28.9 million or 5.4% of sales compared to $27.0 million or 5.8% of sales in the prior year. The changes in operating income and operating margin were due to the factors affecting gross profit margin and operating expenses described above.

Interest expense was $1.6 million in 2006 compared to $2.1 million in 2005 due to a lower average outstanding debt balance during 2006. Other income, net, consisting of interest income, royalties, non-operating income and foreign currency items, was $2.2 million in 2007 compared to $3.1 million in the prior year. The decrease was primarily due to the recognition of a $1.4 million gain on the sale of the Company's interest in a wafer fabrication facility in the U.K. in 2005, partially offset by higher interest income in 2006.

Income from continuing operations before minority interest and income taxes was $29.4 million in 2006 compared to $27.9 million in 2005. Minority interest income was zero in 2006 and $0.1 million in 2005, as 2005 reflected the minority share ownership in Heinrich prior to the 2005 acquisition of the remaining Heinrich shares. Income tax expense was $6.2 million in 2006 compared to $11.4 million in the prior year. The 2006 effective income tax rate was 21.0% compared to 41.1% in 2005. The 2006 effective tax rate was favorably affected by certain adjustments including a $1.4 million benefit resulting from a German tax law change and recognition of a $1.8 million benefit relating to net operating losses from an acquired group of companies. The 2005 effective tax rate was unfavorably affected by the limited tax shield on restructuring charges and repatriation of earnings from lower tax jurisdictions. Income from continuing operations was $23.2 million in 2006 compared to $16.6 million in 2005.

In the fourth quarter of 2005, the Company entered into a contract to sell the Efen business acquired as part of the Heinrich acquisition in May 2004. Therefore, the Efen business is accounted for as a discontinued operation that reported income, net of taxes, of $0.6 million in 2006 compared to $1.1 million in 2005.

Net income in 2006 was $23.8 million, compared to $17.7 million in 2005.

LIQUIDITY AND CAPITAL RESOURCES

The Company historically has financed capital expenditures through cash flows from operations. Management expects that cash flows from operations and available lines of credit will be sufficient to support both its operations and its debt obligations for the foreseeable future.

The Company has an unsecured domestic financing arrangement consisting of a credit agreement with banks that provides a $75.0 million revolving credit facility, with the potential to increase this up to $125.0 million upon request of the Company and agreement with the lenders, which expires on July 21, 2011. At December 29, 2007, the Company had available $63.5 million of borrowing capability under the revolving credit facility at an interest rate of LIBOR plus 0.50% (5.44% as of December 29, 2007). The Company also had $2.5 million and $6.1 million available in letters of credit at December 29, 2007 and December 30, 2006, respectively. No amounts were outstanding under these letters of credit at December 29, 2007 and December 30, 2006.

The domestic bank credit agreement contains covenants that, among other matters, impose limitations on the incurrence of additional indebtedness, future mergers, sales of assets, payment of dividends, and changes in control, as defined in the agreement. In addition, the Company is required to satisfy certain financial covenants and tests relating to, among other matters, interest coverage, working capital, leverage and net worth. At December 29, 2007, and for the year then ended, the Company was in compliance with these covenants.

The Company has an unsecured bank line of credit in Japan that provides a Yen 900 million (an equivalent of $7.9 million) revolving credit facility at an interest rate of TIBOR plus 0.625% (1.523% as of December 29, 2007). The revolving line of credit becomes due on July 21, 2011. The Company had no outstanding borrowings on the Yen facility at December 29, 2007 and $1.3 million outstanding on the Yen facility at December 30, 2006.

The Company has an unsecured bank line of credit in Taiwan that provides a Taiwanese Dollar 35.0 million (equivalent to $1.1 million) revolving credit

facility at an interest rate of two-years Time Deposit plus 0.145% (2.83% as of December 29, 2007). The revolving line of credit becomes due on August 18, 2009. The Company had the equivalent of $0.6 million and $0.9 million outstanding on the Taiwanese Dollar facility at December 29, 2007 and December 30, 2006, respectively.

The Company also has a foreign fixed rate mortgage loan outstanding at December 29, 2007, totaling Taiwanese Dollar 38.9 million (equivalent to $1.2 million) with maturity dates through August 2013.

The Company started 2007 with $56.7 million of cash. Net cash provided by operations was $59.9 million in the year. Net cash used in investing activities was $34.8 million and included $40.5 million in purchases of property, plant and equipment and $4.5 million for the acquisition of a business, partially offset by $8.6 million from the sale of real estate in Ireland. Net cash used in financing activities of $22.3 million included net payments of debt ($12.8 million) and repurchases of the Company's common stock ($16.4 million), partially offset by cash proceeds from the exercise of stock options ($6.3 million) and the excess tax benefit on share-based compensation ($0.6 million). The effect of exchange rate changes increased cash by $5.4 million. The net cash provided by operating activities, less net cash used in financing and investing activities plus the effect of exchange rate changes resulted in a $8.2 million net increase in cash. This left the Company with a cash balance of $64.9 million at the end of 2007.

Net operating assets (including short-term and long-term items) decreased a net $5.5 million in 2007. The major factors contributing to the change in net operating assets were decreases in inventories, partially offset by decreases in accrued payroll and increases in prepaid expenses and other current assets. Days sales outstanding in accounts receivable decreased to 58 days at year-end 2007, compared to 60 days at year-end 2006 and 63 days at year-end 2005. The improvement in days sales outstanding was due primarily to a reduction in past-due electronics accounts. Days inventory outstanding was 59 days at year-end 2007 compared to 67 days at year-end 2006 and 75 days at year-end 2005. The improvement in days inventory outstanding was the result of lean manufacturing and logistics initiatives and improved inventory planning.

The ratio of current assets to current liabilities was 2.4 to 1 at year-end 2007 compared to 2.3 to 1 at year-end 2006 and 2.0 to 1 at year-end 2005. The ratio of long-term debt to equity was 0.0 to 1 at year-end 2007 compared to 0.1 to 1 at year-end 2006 and 0.0 to 1 at year-end 2005.

The Company started 2006 with $21.9 million of cash. Net cash provided by operations was $80.9 million in the year. Net cash used in investing activities was $42.6 million and included $19.6 million in purchases of property, plant and equipment and $37.8 million for the acquisition of businesses partially offset by $14.4 million from the sale of assets including the Efen business ($11.6 million) and a building in Witten, Germany ($2.8 million) and $0.5 million from the sale of an investment in LC Fab. Net cash used in financing activities of $6.4 million included repurchases of the Company's common stock of $10.3 million, partially offset by cash proceeds from the exercise of stock options of $5.7 million and the excess tax benefit on share-based compensation of $0.5 million. The effect of exchange rate changes increased cash by $2.8 million. The net cash provided by operations and financing activities, less net cash used in investing activities plus the effect of exchange rate changes resulted in a $34.8 million net increase in cash. This left the Company with a cash balance of $56.7 million at the end of 2006.

Decreases in net operating assets (including short-term and long-term items) provided $27.3 million of cash flow in 2006. The major factors contributing to lower net operating assets were decreases in accounts receivables and inventories ($4.1 million), increases in accrued payroll and severance and income taxes ($32.5 million), and decreases in prepaid expenses and other ($1.4 million), partially offset by decreases in accounts payable and accrued expenses ($10.7 million). Days sales outstanding in accounts receivable decreased to 60 days at year-end 2006 compared to 63 days at year-end 2005 and 60 days at year-end 2004. The 2006 improvement in days sales outstanding was due primarily to a reduction in past-due automotive accounts. Days inventory outstanding was 67 days at year-end 2006 compared to 75 days at year-end 2005 and 88 days at year-end 2004. The improvement in days inventory outstanding in 2005 and 2006 was the result of lean manufacturing and logistics initiatives and improved inventory planning.

The ratio of current assets to current liabilities was 2.3 to 1 at year-end 2006 compared to 2.0 to 1 at year-end 2005 and 1.8 to 1 at year-end 2004. The ratio of long-term debt to equity was 0.1 to 1 at year-end 2006 compared to 0.0 to 1 at year-end 2005 and 0.1 to 1 at year-end 2004.

The Efen business, which is presented as a discontinued operation, did not contribute significantly to cash from operations in 2006 or 2005.

The Company's capital expenditures were $40.5 million in 2007, $19.6 million in 2006 and $27.2 million in 2005. The Company expects that capital expenditures in 2008 will be approximately $50.0 million. The majority of capital expenditures in 2008 will be for facilities and equipment to support manufacturing transfers and new product introductions. The Company expects that in 2009 capital expenditures will decline to the historical average of approximately 5% of sales.

The Company decreased total debt by $12.8 million in 2007, $2.3 million in 2006, and $6.8 million in 2005. The Company's Board of Directors has authorized the Company to repurchase up to 1 million shares of its common stock, from time to time, depending on market conditions. The Company repurchased 500,000 common shares for $16.4 million in 2007, 329,000 common shares for $10.3 million in 2006, and 458,000 common shares for $12.8 million in 2005.

OFF-BALANCE SHEET ARRANGEMENTS

As of December 29, 2007, the Company did not have any off-balance sheet arrangements, as defined under the U.S. Securities and Exchange Commission ("SEC") rules. Specifically, the Company was not liable for guarantees of indebtedness owed by third parties; the Company was not directly liable for the debt of any unconsolidated entity, and the Company did not have any retained or

contingent interest in assets; the Company did not hold any derivative financial instruments, as defined by SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended ("SFAS 133"); and the Company does not participate in transactions that generate relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities.

CONTRACTUAL OBLIGATIONS

The following table summarizes contractual obligations and commitments, as of December 29, 2007 (in thousands):

	Payment Due By Period				
Contractual Obligations	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term debt obligations	$13,309	$12,086	$ 661	$ 422	$ 140
Interest payments	396	365	16	12	3
Supplemental Executive Retirement Plan	2,820	--	--	--	2,820
Operating lease payments	15,190	5,748	5,737	1,936	1,769
Total	$31,715	$18,199	$ 6,414	$ 2,370	$ 4,732

RECENT ACCOUNTING PRONOUNCEMENTS

In December 2004, the FASB issued SFAS No. 123(R), "Share-Based Payment" ("SFAS 123(R)"). SFAS 123(R) requires public companies to recognize compensation expense for the cost of awards of equity compensation using a fair value method. The Company adopted SFAS 123(R) on January 1, 2006 (i.e., the first quarter of 2006) using the modified prospective method. The Company has made the one-time election to adopt the transition method described in FASB Staff Position ("FSP") No. FAS 123(R)-3, "Transition Election Related to Accounting for the Tax Effect of Share-Based Payment Awards." Under SFAS 123(R), benefits of tax deductions in excess of recognized compensation expense are now reported as a financing cash flow, rather than an operating cash flow as prescribed under the prior accounting rules. The Company recognized $5.0 million and $5.2 million of expense related to share-based compensation during 2007 and 2006, respectively. The impact of the adoption of SFAS 123(R) is more fully described in Note 1 of the Notes to Consolidated Financial Statements.

In June 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"), an interpretation of SFAS No. 109, "Accounting for Income Taxes" ("SFAS 109"). FIN 48 requires that a position taken or expected to be taken in a tax return be recognized in the financial statements when it is more likely than not (i.e. a likelihood of more than fifty percent) that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company adopted FIN 48 as of December 31, 2006. The impact of the adoption of FIN 48 is more fully described in Note 13 of the Notes to Consolidated Financial Statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" ("SFAS 157"). SFAS 157 establishes a framework for measuring fair value by providing a standard definition of fair value as it applies to assets and liabilities. SFAS 157, which does not require any new fair value measurements, clarifies the application of other accounting pronouncements that require or permit fair value measurements. SFAS 157 must be applied prospectively beginning January 1, 2008. The Company is evaluating the impact of adopting SFAS 157 on its Consolidated Financial Statements.

In September 2006, the FASB issued SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans - - an Amendment of FASB Statements No. 87, 88, 106, and 132(R)" ("SFAS 158"). SFAS 158 requires the recognition of the overfunded or underfunded status of a defined benefit postretirement plan as an asset or a liability in the balance sheet, with changes in the funded status recorded through comprehensive income in the year in which those changes occur. The Company adopted SFAS 158 at December 30, 2006. The impact of the adoption of SFAS 158 is more fully described in Note 11 of the Notes to Consolidated Financial Statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities - - Including an Amendment of FASB Statement No. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value at specified election dates. SFAS 159 is expected to expand the use of fair value measurement, but does not eliminate disclosure requirements included in other accounting standards, including those in SFAS 157. SFAS 159 is effective for fiscal years beginning after November 15, 2007. The Company is evaluating the impact of adopting SFAS 159 on its Consolidated Financial Statements.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations" ("SFAS 141(R)"), which replaces SFAS No. 141, "Business Combinations" ("SFAS 141"). SFAS No. 141(R) retains the underlying concepts of SFAS No. 141 in that all business combinations are still required to be accounted for at fair value under the acquisition method of accounting, but SFAS No. 141(R) changed the method of applying the acquisition method in a number of significant aspects. Acquisition costs generally will be expensed as incurred; noncontrolling interests will be valued at fair value at the acquisition date; in-process research and development will be recorded at fair value as an indefinite-lived intangible asset at the acquisition date; restructuring costs associated with a business combination generally will be expensed subsequent to the acquisition date; and changes in deferred tax asset valuation allowances and income tax uncertainties after the acquisition date generally will affect income tax expense. SFAS No. 141(R) is effective on a prospective basis for all business combinations for which the acquisition date is on or after the beginning of the

first annual period subsequent to December 15, 2008, with the exception of the accounting for valuation allowances on deferred taxes and acquired tax contingencies. SFAS No. 141(R) amends SFAS 109 such that adjustments made to valuation allowances on deferred taxes and acquired tax contingencies associated with acquisitions that closed prior to the effective date of SFAS No. 141(R) would also apply the provisions of SFAS No. 141(R). Early adoption is not permitted. The Company is evaluating the impact of adopting SFAS 141(R) on its Consolidated Financial Statements.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements -- an amendment of ARB No. 51" ("SFAS 160"). SFAS No. 160 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008, with earlier adoption prohibited. SFAS 160 requires the recognition of a noncontrolling interest (minority interest) as equity in the consolidated financial statements and separate from the parent's equity. The amount of net earnings attributable to the noncontrolling interest will be included in consolidated net income on the face of the income statement. SFAS 160 also amends certain of ARB No. 51's consolidation procedures for consistency with the requirements of SFAS No. 141(R) and includes expanded disclosure requirements regarding the interests of the parent and its noncontrolling interest. The Company is evaluating the impact of adopting SFAS 160 on its Consolidated Financial Statements.

CRITICAL ACCOUNTING POLICIES

Certain of the accounting policies as discussed below require the application of significant judgment by management in selecting the appropriate estimates and assumptions for calculating amounts to record in the financial statements. Actual results could differ from those estimates and assumptions, impacting the reported results of operations and financial position. Significant accounting policies are more fully described in the Notes to Consolidated Financial Statements included elsewhere in this Annual Report. Certain accounting policies, however, are considered to be critical in that they are most important to the depiction of the Company's financial condition and results of operations and their application requires management's subjective judgment in making estimates about the effect of matters that are inherently uncertain. The Company believes the following accounting policies are the most critical to aid in fully understanding and evaluating its reported financial results, as they require management's most difficult, subjective or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain. The Company has reviewed these critical accounting policies and related disclosures with the Audit Committee of its Board of Directors.

Revenue Recognition: The Company recognizes revenue on product sales in the period the sales process is complete. This generally occurs when products are shipped (FOB origin) to the customer in accordance with the terms of the sale, the risk of loss has been transferred, collectibility is reasonably assured and the pricing is fixed and determinable. The Company's distribution channels are primarily through direct sales, and through independent third party distributors. There is no retail channel.

Revenue & Billing: The Company accepts orders from customers based on long term purchasing contracts and written sales agreements. Contract pricing and selling agreement terms are based on market factors, costs, and competition. Pricing is normally negotiated as an adjustment (premium or discount) from the Company's published price lists. The customer is invoiced when the Company's products are shipped to them in accordance with the terms of the sales agreement.

Returns & Credits: Some of the terms of the Company's sales agreements and normal business conditions provide customers (distributors) the ability to receive credit for products previously shipped and invoiced. This practice is common in the industry and is referred to as a "ship and debit" program. This program allows the distributor to debit the Company for the difference between the distributors' contracted price and a lower price for specific transactions. Under certain circumstances (usually in a competitive situation or large volume opportunity), a distributor will request authorization to reduce their price to their buyer. If the Company approves such a reduction, the distributor is authorized to "debit" their account for the amount of their reduced margin. The Company establishes reserves for this program based on historic activity and actual authorizations for the debit and recognizes these debits as a reduction of revenue in accordance with the guidance of FASB's Emerging Issues Task Force ("EITF") Issue No. 01-09, paragraph 9 "Accounting for Consideration Given by a Vendor to a Customer".

The Company has a return to stock policy whereby a customer with previous authorization from Littelfuse management can return previously purchased goods for full or partial credit. The Company establishes an estimated allowance for these returns based on historic activity. Sales revenue and cost of sales are reduced to anticipate estimated returns in accordance with SFAS No. 48, "Revenue Recognition When Right of Return Exists" ("SFAS 48").

The Company properly meets all of the criteria of SFAS 48 for recognizing revenue when the right of return exists under Staff Accounting Bulletin 104 (Revenue Recognition). Specifically, the Company meets those requirements because:

1. The Company's selling price is fixed or determinable at the date of the sale.

2. The Company has policies and procedures to accept only credit worthy customers with the ability to pay the Company.

3. The Company's customers are obligated to pay the Company under the contract and the obligation is not contingent on the resale of the product. (All "ship and debit" and "returns to stock" require specific circumstances and authorization.)

4. The risk ownership transfers to the Company's customers upon shipment and is not changed in the event of theft, physical destruction or damage of the product.

5. The Company bills at the ship date and establishes a reserve to reduce revenue from the in transit time until the product is delivered for FOB destination sales.

6. The Company's customers acquiring the product for resale have

economic substance apart from that provided by Littelfuse. All distributors are independent of the Company.

7. The Company does not have any obligations for future performance to bring about resale of the product by its customers.

8. The Company can reasonably estimate the amount of future returns.

Allowance for Doubtful Accounts: The Company evaluates the collectibility of its trade receivables based on a combination of factors. The Company regularly analyzes its significant customer accounts and, when the Company becomes aware of a specific customer's inability to meet its financial obligations, the Company records a specific reserve for bad debt to reduce the related receivable to the amount the Company reasonably believes is collectible. The Company also records allowances for all other customers based on a variety of factors including the length of time the receivables are past due, the financial health of the customer, macroeconomic considerations and historical experience. Historically, the allowance for doubtful accounts has been adequate to cover bad debts. If circumstances related to specific customers change, the estimates of the recoverability of receivables could be further adjusted. However, due to the Company's diverse customer base and lack of credit concentration, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Credit Memos: The Company evaluates sales activity for credits to be issued on sales recorded prior to the end of the fiscal period. These credits relate to the return of inventory, pricing adjustments and credits issued to a customer based upon achieving prearranged sales volumes. Volume based incentives offered to customers are based upon the estimated cost of the program and are recognized as a reduction to revenue as products are sold. Due to the Company's diverse customer base and lack of customer concentration, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Inventory: The Company performs a detailed assessment of inventory, which includes a review of, among other factors, demand requirements, product life cycle and development plans, component cost trends, product pricing and quality issues. Based on the analysis, the Company records adjustments to inventory for excess quantities, obsolescence or impairment when appropriate to reflect inventory at net realizable value. Historically, inventory reserves have been adequate to reflect inventory at net realizable values. Revisions to inventory reserves may be required if actual demand, component costs or product life cycles differ from estimates. However, due to the Company's diverse product lines and end user markets, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Goodwill and Other Intangibles: The Company annually tests goodwill for impairment as required by SFAS No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"), or if there is an event or change in circumstances that indicate the asset may be impaired. The Company determined the fair value of each of its reporting units by using a discounted cash flow method to estimate market value. As of the most recent annual test, the Company determined that the fair value of each of the reporting units exceeded their carrying amounts and, therefore, no goodwill impairment existed. The Company will continue to perform a goodwill impairment test as required on an annual basis and on an interim basis, if certain conditions exist. Factors the Company considers important, which could result in changes to its estimates, include underperformance relative to historical or projected future operating results and declines in acquisition and trading multiples. Due to the diverse end user base and non-discretionary product demand, the Company does not believe its future operating results will vary significantly relative to its historical and projected future operating results.

Long-Lived Assets: The Company evaluates long-lived assets on an ongoing basis. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset. If the asset is determined to be impaired, the impairment recognized is measured by the amount by which the carrying value of the asset exceeds its fair value. The Company's estimates of future cash flows from such assets could be impacted if it underperforms relative to historical or projected future operating results. However, due to the Company's diverse product lines and end user markets, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Pension and Supplemental Executive Retirement Plan: The Company has a number of defined benefit plans primarily in North America and Europe. Historically these plans have been accounted for using SFAS No. 87, "Employers' Accounting for Pensions" ("SFAS 87"), and the Company recognized the net unfunded status of the plan on the balance sheet. The Company adopted SFAS 158 effective December 30, 2006, which requires the full unfunded status of the plan to be recognized. Actuarial gains and losses and prior service costs and credits are now recognized as a component of accumulated other comprehensive income. Accounting for pensions requires estimating the future benefit cost and recognizing the cost over the employee's expected period of employment with the Company. Certain assumptions are required in the calculation of pension costs and obligations. These assumptions include the discount rate, salary scales and the expected long-term rate of return on plan assets. The discount rate is intended to represent the rate at which pension benefit obligations could be settled by purchase of an annuity contract. These assumptions are subject to change based on stock and bond market returns and other economic factors. Actual results that differ from the Company's assumptions are accumulated and amortized over future periods and therefore, generally affect its recognized expense and accrued liability in such future periods. While the Company believes that its assumptions are appropriate given current economic conditions and its actual experience, significant differences in results or significant changes in the Company's assumptions may materially affect its pension obligations and related future expense. See Note 11 of the Notes to Consolidated Financial Statements.

Environmental Liabilities: Environmental liabilities are accrued based on estimates of the probability of potential future environmental exposure. Expenses related to on-going maintenance of environmental sites are expensed as incurred. If actual or estimated probable future losses exceed the Company's recorded liability for such claims, it would record additional charges as other

expense during the period in which the actual loss or change in estimate occurred.

Other Contingencies: In the ordinary course of business, the Company is involved in legal proceedings involving contractual and employment relations, product liability claims, trademark rights and a variety of other matters. The Company records contingent liabilities resulting from claims against it when it is probable that a liability has been incurred and the amount of the loss is reasonably estimable. The Company discloses contingent liabilities when there is a reasonable possibility that the ultimate loss will exceed the recorded liability. Estimating probable losses requires analysis of multiple factors, in some cases including judgments about the potential actions of third party claimants and courts. Therefore, actual losses in any future period are inherently uncertain. Currently, the Company does not believe that any of its pending legal proceedings or claims will have a material impact on its financial position or results of operations. However, if actual or estimated probable future losses exceed the Company's recorded liability for such claims, it would record additional charges during the period in which the actual loss or change in estimate occurred.

Stock-based compensation: Stock-based compensation expense is recorded for stock-option grants and performance-based restricted stock awards based upon the fair values of the awards. The fair value of stock option awards is estimated at the grant date using the Black-Scholes option pricing model, which includes assumptions for volatility, expected term, risk-free interest rate and dividend yield. Expected volatility is based on implied volatilities from traded options on Littelfuse stock, historical volatility of Littelfuse stock and other factors. Historical data is used to estimate employee termination experience and the expected term of the options. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. The Company has not paid any cash dividends in its history. The performance-based restricted stock awards vest in thirds over a three-year period (following the three-year performance period), and are paid annually as they vest, one half in the Company's common stock and one half in cash. The fair value of performance-based restricted stock awards that are paid in common stock is measured at the market price on the grant date, and the fair value of the portion paid in cash is measured at the current market price of a share. The number of shares issued is based on the Company attaining certain financial performance goals relating to return on net tangible assets ("RONTA") and earnings before interest, taxes, depreciation and amortization ("EBITDA") during the three-year period after the grant date. Stock-based compensation for performance-based awards is based on the fair values and the Company's current estimate of the probable number of shares to be issued (based on the probable outcome at the end of the performance period). As the Company's estimate of the probable outcome changes in future periods, stock-based compensation expense is adjusted accordingly. Total stock-based compensation expense was $5.0 million and $5.2 million in 2007 and 2006, respectively. See Note 12 of the Notes to Consolidated Financial Statements.

MARKET RISK

The Company is exposed to market risk from changes in interest rates, foreign exchange rates and commodities.

The Company had debt outstanding at December 29, 2007, in the form of a domestic revolving credit facility and foreign lines of credit at variable rates. While 100% of this debt has variable interest rates, the Company's interest expense is not materially sensitive to changes in interest rate levels since debt levels and potential interest expense increases are small relative to earnings.

The majority of the Company's operations consist of manufacturing and sales activities in foreign countries. The Company has manufacturing facilities in Mexico, Ireland, Germany, China, Taiwan and the Philippines. During 2007, sales to customers outside the U.S. were 61.9% of total net sales. Substantially all sales in Europe are denominated in Euro, U.S. Dollar and British Pound Sterling, and substantially all sales in the Asia-Pacific region are denominated in U.S. Dollar, Japanese Yen and South Korean Won.

The Company's identifiable foreign exchange exposures result from the purchase and sale of products from affiliates, repayment of intercompany trade and loan amounts and translation of local currency amounts in consolidation of financial results. As international sales were more than half of total sales, a significant portion of the resulting accounts receivable are denominated in foreign currencies. Changes in foreign currency exchange rates or weak economic conditions in the foreign countries in which it manufactures and distributes products could affect the Company's sales, accounts receivable values and financial results. The Company uses netting and offsetting intercompany account management techniques to reduce known foreign currency exposures where possible and also, from time to time, utilizes derivative instruments to hedge certain foreign currency exposures deemed to be material.

The Company uses various metals in the production of its products, including copper and zinc. The Company's earnings are exposed to fluctuations in the prices of these commodities. The Company does not currently use derivative financial instruments to mitigate this commodity price risk. A 10% increase in the price of copper or zinc would reduce pre-tax profit by approximately $1.4 million and $0.7 million, respectively.

The Company purchases a particular type of silicon as a raw material for many of its semiconductor products. This same type of silicon is used in solar panels, and therefore is experiencing high levels of market demand. As a result, there is a risk of market shortages for this material at some point. The Company is taking actions to secure adequate sources of supply to meet its expected future demand for this material.

While the Company is exposed to significant changes in certain commodity prices and foreign currency exchange rates, the Company actively monitors these exposures and takes various actions to mitigate any negative impacts of these exposures.

OUTLOOK

The Company believes its long-term growth strategy, which emphasizes development of new circuit protection products, providing customers with solutions and technical support in all major regions of the world and leveraging low cost production facilities in Asia-Pacific and Mexico will drive sales growth and reduce costs in each of its segments. In addition, the fundamentals for the Company's major markets appear to be neutral for 2008.

The Company initiated a series of projects beginning in 2005 to reduce costs in its global operations by consolidating manufacturing and distribution into fewer sites in low-cost locations in China, the Philippines and Mexico. These programs are expected to generate significant cost savings beginning in late 2008 and increasing in 2009. The Company has incurred significant costs related to these programs, including severance, retention incentives, training, redundant overhead and equipment moves. These costs are expected to be ongoing through 2008 and until the manufacturing and distribution transfers are completed in early 2010.

The Company is working to expand its share of the circuit protection market by leveraging new products that it has recently acquired or developed as well as improving solution selling capabilities. In the future, the Company will look for opportunities to add to its product portfolio and technical expertise so that it can provide customers with the most complete circuit protection solutions available in the marketplace.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 ("PSLRA").

The statements in this section, the letter to shareholders and the other sections of this report and in the Company's Annual Report on Form 10-K that are not historical facts are intended to constitute "forward-looking statements" entitled to the safe-harbor provisions of the PSRLA. These statements may involve risks and uncertainties, including, but not limited to, risks relating to product demand and market acceptance, economic conditions, the impact of competitive products and pricing, product quality problems or product recalls, capacity and supply difficulties or constraints, coal mining exposures, failure of an indemnification for environmental liability, exchange rate fluctuations, commodity price fluctuations, the effect of the Company's accounting policies, labor disputes, restructuring costs in excess of expectations, pension plan asset returns being less than assumed, integration of acquisitions and other risks which may be detailed in Item 1A, "Risk Factors," in the Form 10-K and in the Company's other Securities and Exchange Commission filings.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Littelfuse is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Exchange Act Rule 13a-15(f). Littelfuse's internal control system was designed to provide reasonable assurance to its management and the Board of Directors regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Littelfuse's management assessed the effectiveness of the Company's internal control over financial reporting as of December 29, 2007, based upon the framework in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, the Company's management concluded that, as of December 29, 2007, the Company's internal control over financial reporting is effective.

Littelfuse's independent registered public accounting firm, Ernst & Young LLP, has audited the effectiveness of the Company's internal control over financial reporting as of December 29, 2007. Their report appears on page 11.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There was no change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

THE BOARD OF DIRECTORS AND SHAREHOLDERS OF LITTELFUSE, INC.

We have audited the accompanying consolidated balance sheets of Littelfuse, Inc. and subsidiaries (Company) as of December 29, 2007, and December 30, 2006, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 29, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Littelfuse, Inc. and subsidiaries at December 29, 2007 and December 30, 2006, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 29, 2007, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 1 to the consolidated financial statements, effective January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payment" and, effective December 30, 2006, the Company adopted certain provisions of Statement of Financial Accounting Standards No. 158, "Employer's Accounting for Defined Benefit Pension and Other Postretirement Plans", and effective December 31, 2006, the Company adopted Financial Accounting Standards Board Interpretation No. 48, "Accounting for Uncertainty in Income Taxes an interpretation of FASB Statement No. 109."

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Littelfuse Inc. and subsidiaries' internal control over financial reporting as of December 29, 2007, based on criteria established in Internal Control -- Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2008 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
February 26, 2008

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

THE BOARD OF DIRECTORS AND SHAREHOLDERS OF LITTELFUSE, INC.

We have audited Littelfuse, Inc.'s internal control over financial reporting as of December 29, 2007, based on criteria established in Internal Control -- Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Littelfuse, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying management's report on internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Littelfuse, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 29, 2007, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Littelfuse, Inc. and subsidiaries as of December 29, 2007, and December 30, 2006, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 29, 2007, and our report dated February 26, 2008 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
February 26, 2008

CONSOLIDATED BALANCE SHEETS

(In thousands)	December 29, 2007	December 30, 2006
ASSETS		
Current assets:		
Cash and cash equivalents	$ 64,943	$ 56,704
Accounts receivable, less allowances (2007 - $12,997; 2006 - $17,503)	85,607	83,901
Inventories	58,845	65,961
Deferred income taxes	10,986	12,382
Prepaid expenses and other current assets	14,789	9,821
Total current assets	235,170	228,769
Property, plant, and equipment:		
Land	12,573	10,916
Buildings	49,321	45,518
Equipment	282,416	285,758
	344,310	342,192
Accumulated depreciation	(199,748)	(216,676)
Net property, plant and equipment	144,562	125,516
Intangible assets, net of amortization:		
Patents, licenses and software	9,231	10,118
Distribution network	13,823	15,209
Trademarks and tradenames	1,192	1,321
Goodwill	73,462	67,500
	97,708	94,148
Investments	6,544	5,231
Deferred income taxes	6,141	9,746
Other assets	1,240	1,556
Total assets	$ 491,365	$ 464,966
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 27,889	$ 23,334
Accrued payroll	19,441	22,468
Accrued expenses	11,595	12,579
Accrued severance	21,092	10,670
Accrued income taxes	4,484	4,656
Current portion of long-term debt	12,086	24,328
Total current liabilities	96,587	98,035
Long-term debt, less current portion	1,223	1,785
Accrued severance	8,912	18,879
Accrued post-retirement benefits	18,371	27,971
Other long-term liabilities	12,715	14,488
Minority interest	143	143
Shareholders' equity:		
Preferred stock, par value $0.01 per share: 1,000,000 shares authorized; no shares issued and outstanding	--	--
Common stock, par value $0.01 per share: 34,000,000 shares authorized; shares issued and outstanding, 2007 - 21,869,824; 2006 - 22,110,674	219	221
Additional paid-in capital	118,765	108,543
Notes receivable from officers - common stock	(5)	(10)
Accumulated other comprehensive income (loss)	17,361	(11)
Retained earnings	217,074	194,922
Total shareholders' equity	353,414	303,665
Total liabilities and shareholders' equity	$ 491,365	$ 464,966

See accompanying notes.

CONSOLIDATED STATEMENTS OF INCOME

(In thousands, except per share amounts)	Year Ended		
	December 29, 2007	December 30, 2006	December 31, 2005
Net sales	$ 536,144	$ 534,859	$ 467,089
Cost of sales	364,607	373,596	322,537
Gross profit	171,537	161,263	144,552
Selling, general and administrative expenses	103,258	110,581	98,536
Research and development expenses	21,700	18,708	16,672
Gain on sale of Ireland property	(8,037)	--	--
Amortization of intangibles	3,307	3,116	2,378
Operating income	51,309	28,858	26,966
Interest expense	1,557	1,626	2,098
Other expense (income), net	(1,536)	(2,174)	(3,068)
Income from continuing operations before minority interest and income taxes	51,288	29,406	27,936
Minority interest	--	--	(86)
Income taxes	14,453	6,170	11,440
Income from continuing operations	36,835	23,236	16,582
Discontinued operations (net of tax expense of $409 and $645 in 2006 and 2005, respectively)	--	588	1,128
Net income	$ 36,835	$ 23,824	$ 17,710
Income per share:			
Basic:			
Continuing operations	$ 1.66	$ 1.04	$ 0.74
Discontinued operations	--	0.03	0.05
Net Income	$ 1.66	$ 1.07	$ 0.79
Diluted:			
Continuing operations	$ 1.64	$ 1.03	$ 0.73
Discontinued operations	--	0.03	0.05
Net Income	$ 1.64	$ 1.06	$ 0.78
Weighted-average shares and equivalent shares outstanding:			
Basic	22,231	22,305	22,413
Diluted	22,394	22,434	22,582

See accompanying notes.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	Year Ended		
	December 29, 2007	December 30, 2006	December 31, 2005
Operating activities			
Net income	$ 36,835	$ 23,824	$ 17,710
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	25,429	25,375	28,738
Impairment of assets	767	4,374	--
Amortization of intangibles	3,307	3,116	2,495
Provision for bad debts	31	127	1,884
Gain on sale of LC Fab	--	--	(1,400)
Gain on sale of Ireland property	(8,037)	--	--
Stock-based compensation	4,957	5,187	--
Deferred income taxes	2,151	(8,341)	(1,564)
Changes in operating assets and liabilities:			
Accounts receivable	(280)	2,843	(11,185)
Inventories	9,112	1,240	6,594
Accounts payable and accrued expenses	(3,801)	(10,651)	(2,639)
Accrued payroll and severance	(3,046)	30,620	1,505
Accrued income taxes	(3,071)	1,850	(5,590)
Prepaid expenses and other	(4,414)	1,351	1,594
Net cash provided by operating activities	59,940	80,915	38,142
Investing activities			
Purchases of property, plant and equipment	(40,501)	(19,613)	(27,239)
Purchase of businesses, net of cash acquired	(4,507)	(37,841)	(3,658)
Sale of business and property, plant and equipment	--	14,401	--
Sale of LC Fab	--	500	600
Sale of Ireland property	8,593	--	--
Deposit on sale of building	1,607	--	--
Net cash used in investing activities	(34,808)	(42,553)	(30,297)
Financing activities			
Proceeds from debt	89,200	43,273	48,819
Payments of debt	(101,991)	(45,626)	(55,616)
Proceeds from exercise of stock options	6,316	5,734	3,844
Notes receivable, common stock	5	7	3,533
Purchases of common stock	(16,433)	(10,262)	(12,832)
Excess tax benefit on share-based compensation	610	468	--
Net cash used in financing activities	(22,293)	(6,406)	(12,252)
Effect of exchange rate changes on cash	5,400	2,801	(2,229)
Increase (decrease) in cash and cash equivalents	8,239	34,757	(6,636)
Cash and cash equivalents at beginning of year	56,704	21,947	28,583
Cash and cash equivalents at end of year	$ 64,943	$ 56,704	$ 21,947

See accompanying notes.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In thousands)	Common Stock	Additional Paid-In Capital	Notes Receivable Common Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
Balance at January 1, 2005	$ 225	$ 96,008	$ (3,550)	$ 3,673	$ 173,728	$ 270,084
Comprehensive income:						
Net income for the year	--	--	--	--	17,710	17,710
Change in net unrealized loss on derivatives	--	--	--	177	--	177
Minimum pension liability adjustment*	--	--	--	(1,111)	--	(1,111)
Unrealized gain on investments*	--	--	--	999	--	999
Foreign currency translation adjustment	--	--	--	(6,164)	--	(6,164)
Comprehensive income						11,611
Payments on notes receivable	--	--	3,533	--	--	3,533
Purchase of 458,000 shares of common stock	(5)	(1,598)	--	--	(11,229)	(12,832)
Stock options exercised, including tax benefit of $443	2	4,668	--	--	--	4,670
Balance at December 31, 2005	$ 222	$ 99,078	$ (17)	$ (2,426)	$ 180,209	$ 277,066
Comprehensive income:						
Net income for the year	--	--	--	--	23,824	23,824
Minimum pension liability adjustment *	--	--	--	1,546	--	1,546
Unrealized loss on investments*	--	--	--	(467)	--	(467)
Foreign currency translation adjustment	--	--	--	9,025	--	9,025
Comprehensive income						33,928
Payments on notes receivable	--	--	7	--	--	7
Adoption of SFAS 158*	--	--	--	(7,689)	--	(7,689)
Stock-based compensation - SFAS 123(R)	--	5,187	--	--	--	5,187
Purchase of 329,000 shares of common stock	(3)	(1,148)	--	--	(9,111)	(10,262)
Stock options exercised, including tax benefit of $779	2	5,426	--	--	--	5,428
Balance at December 30, 2006	$ 221	$ 108,543	$ (10)	$ (11)	$ 194,922	$ 303,665
Comprehensive income:						
Net income for the year	--	--	--	--	36,835	36,835
Minimum pension liability adjustment *	--	--	--	4,123	--	4,123
Unrealized gain on investments*	--	--	--	668	--	668
Foreign currency translation adjustment	--	--	--	12,581	--	12,581
Comprehensive income						54,207
Payments on notes receivable	--	--	5	--	--	5
Stock-based compensation - SFAS 123(R)	--	4,957	--	--	--	4,957
Purchase of 500,000 shares of common stock	(5)	(1,745)	--	--	(14,683)	(16,433)
Stock options exercised, including tax benefit of $728	3	7,010	--	--	--	7,013
Balance at December 29, 2007	$ 219	$ 118,765	$ (5)	$ 17,361	$ 217,074	$ 353,414

* Including related tax impact.

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 29, 2007 and December 30, 2006

1. Summary of Significant Accounting Policies and Other Information

Nature of Operations: Littelfuse, Inc. and its subsidiaries (the "Company") design, manufacture, and sell circuit protection devices for use in the automotive, electronic and electrical markets throughout the world.

Fiscal Year: The Company's fiscal years ended December 29, 2007, December 30, 2006, and December 31, 2005 and contained 52 weeks each.

Basis of Presentation: The consolidated financial statements include the accounts of Littelfuse, Inc. and its subsidiaries. All significant intercompany accounts and transactions have been eliminated. The Company's consolidated financial statements were prepared in accordance with generally accepted accounting principles in the United States of America and include the assets, liabilities, revenues, and expenses of all wholly-owned subsidiaries and majority-owned subsidiaries over which the Company exercises control.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses and the accompanying notes. The Company evaluates and updates its assumptions and estimates on an ongoing basis and may employ outside experts to assist in its evaluation, as considered necessary. Actual results could differ from those estimates.

Cash Equivalents: All highly liquid investments, with a maturity of three months or less when purchased, are considered to be cash equivalents.

Investments: The Company has determined that all of its investment securities are to be classified as available-for-sale. Available-for-sale securities are carried at fair value with the unrealized gains and losses reported in "Shareholders' Equity" as a component of "Accumulated Other Comprehensive Income (Loss)." The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is included in interest income. Realized gains and losses and declines in value judged to be other-than-temporary on available-for-sale securities are included in other income or expense. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in interest income.

Fair Value of Financial Instruments: The Company's financial instruments include cash and cash equivalents, accounts receivable, investments and long-term debt. The carrying values of such financial instruments approximate their estimated fair values.

Accounts Receivable: The Company performs credit evaluations of customers' financial condition and generally does not require collateral. Credit losses are provided for in the financial statements based upon specific knowledge of a customer's inability to meet its financial obligations to the Company. Historically, credit losses have consistently been within management's expectations and have not been a material amount. The Company also maintains allowances against accounts receivable for the settlement of rebates and sales discounts to customers. These allowances are based upon specific customer sales and sales discounts as well as actual historical experience.

Inventories: Inventories are stated at the lower of cost or market (first in, first out method), which approximates current replacement cost. The Company maintains excess and obsolete allowances against inventory to reduce the carrying value to the expected net realizable value. These allowances are based upon a combination of factors including historical sales volume, market conditions, lower of cost or market analysis and expected realizable value of the inventory.

Property, Plant and Equipment: Land, buildings, and equipment are carried at cost. Depreciation is calculated using the straight-line method with useful lives of 21 years for buildings, seven to nine years for equipment, seven years for furniture and fixtures, five years for tooling and three years for computer equipment.

Intangible Assets: Trademarks and tradenames are amortized using the straight-line method over estimated useful lives that have a range of five to 20 years. Patents and licenses are amortized using the straight-line method or an accelerated method over estimated useful lives that have a range of four to 50 years. The distribution networks are amortized on either a straight-line or accelerated basis over estimated useful lives that have a range of four to 20 years. Intangible assets are also tested for impairment when there is a significant event that may cause the asset to be impaired.

Goodwill is subject to an annual impairment test. The Company determined the fair value of each of its business unit segments by using a discounted cash flow model (which includes forecasted five-year income statement and balance sheet projections, a market based weighted average cost of capital and terminal values after five years) to estimate market value. As of the most recent annual test, the Company determined that the fair value of each of the business unit segments exceeded their carrying amounts and, therefore, no goodwill impairment existed. The Company will continue to perform a goodwill impairment test on an annual basis and on an interim basis, if certain conditions exist. Factors the Company considers important, which could result in changes to its estimates, include underperformance relative to historical or projected future operating results and declines in acquisition and trading multiples. Due to the diverse end user base and non-discretionary product demand, the Company does not believe its future operating results will vary significantly relative to its historical and projected future operating results.

Pension and Other Post-retirement Benefits: Accounting for pensions requires estimating the future benefit cost and recognizing the cost over the employee's expected period of employment with the Company. Certain assumptions are required in the calculation of pension costs and obligations. These assumptions include the discount rate, salary scales and the expected long-term rate of return on plan assets. The discount rate is intended to represent the rate at which pension benefit obligations could be settled by purchase of an annuity contract. These assumptions are subject to change based on stock and bond market returns and other economic factors. Actual results that differ from the Company's assumptions are accumulated and amortized over future periods and therefore generally affect its recognized expense and accrued liability in such future periods. While the Company believes that its assumptions are appropriate given current economic conditions and its actual experience, significant differences in results or significant changes in the Company's assumptions may materially affect its pension obligations and related future expense.

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans - an Amendment of FASB Statements No. 87, 88, 106, and 132(R)" ("SFAS 158"). SFAS 158 requires the recognition of the overfunded or underfunded status of a defined benefit postretirement plan as an asset or a liability in the balance sheet, with changes in the funded status recorded through comprehensive income in the year in which those changes occur. The Company adopted SFAS 158 on December 30, 2006. The impact of the adoption of SFAS 158 is more fully described in Note 11 of the Notes to Consolidated Financial Statements.

Environmental Liabilities: Environmental liabilities are accrued based on engineering studies estimating the cost of remediating sites. Expenses related to on-going maintenance of environmental sites are expensed as incurred. If actual or estimated probable future losses exceed the Company's recorded liability for such claims, the Company would record additional charges during the period in which the actual loss or change in estimate occurred.

Revenue Recognition: The Company recognizes revenue on product sales in the period the sales process is complete. This occurs when products are shipped (FOB origin) to the customer in accordance with the terms of the sale, the risk of loss has been transferred, collectibility is reasonably assured and the pricing is fixed and determinable. The Company's distribution channels are primarily through direct sales and through independent third party distributors. There is no retail channel.

Revenue & Billing: The Company accepts orders from customers based on long term purchasing contracts and written sales agreements. Contract pricing and selling agreement terms are based on market factors, costs, and competition. Pricing is normally negotiated as an adjustment (premium or discount) from the Company's published price lists. The customer is invoiced when the Company's products are shipped to them in accordance with the terms of the sales agreement.

Returns & Credits: Some of the terms of the Company's sales agreements and normal business conditions provide customers (distributors) the ability to receive credit for products previously shipped and invoiced. This practice is common in the industry and is referred to as a "ship and debit" program. This program allows the distributor to debit the Company for the difference between the distributors' contracted price and a lower price for specific transactions. Under certain circumstances (usually in a competitive situation or large volume opportunity), a distributor will request authorization to reduce their price to their buyer. If the Company approves, the distributor is authorized to "debit" their Littelfuse account for the amount of their reduced margin. The Company establishes reserves for this program based on historic activity and actual authorizations for the debit. In accordance with the guidance in Emerging Issues Task Force ("EITF") Issue No. 01-09 "Accounting for Consideration Given by a Vendor to a Customer," paragraph 9, the Company recognizes these debits as a reduction of revenue.

The Company has a return to stock policy whereby a customer with prior authorization from Littelfuse management can return previously purchased goods for full or partial credit. The Company establishes an estimated allowance for these returns based on historic activity. Sales revenue and cost of sales are reduced to anticipate estimated returns in accordance with SFAS No. 48, "Revenue Recognition When Right of Return Exists" ("SFAS 48").

The Company properly meets all of the criteria of SFAS No. 48 for recognizing revenue when the right of return exists under Staff Accounting Bulletin ("SAB") No. 104 (Revenue Recognition). Specifically, the Company meets those requirements because:

1. The Company's selling price is fixed or determinable at the date of the sale.

2. The Company has policies and procedures to accept only credit worthy customers with the ability to pay the Company.

3. The Company's customers are obligated to pay the Company under the contract and the obligation is not contingent on the resale of the product. (All "ship and debit" and "returns to stock" require specific circumstances and authorization.)

4. The risk of ownership transfers to the Company's customers upon shipment and is not changed in the event of theft, physical destruction or damage of the product.

5. The Company bills at the ship date and establishes a reserve to reduce revenue from the in transit time until the product is delivered for FOB destination sales.

6. The Company's customers acquiring the product for resale have

economic substance apart from that provided by Littelfuse, and all distributors are independent of the Company.

7. The Company does not have any obligations for future performance to bring about resale of the product by its customers.

8. The Company can reasonably estimate the amount of future returns.

Advertising Costs: The Company expenses advertising costs as incurred, which amounted to $1.8 million in 2007, $1.5 million in 2006, and $1.8 million in 2005.

Shipping and Handling Fees and Costs: Amounts billed to customers related to shipping and handling are classified as revenue. Costs incurred for shipping and handling of $5.7 million, $5.7 million, and $5.1 million in 2007, 2006, and 2005, respectively, are classified in selling, general and administrative expenses.

Restructuring Costs: The Company incurred severance charges and plant closure expenses as part of the Company's on-going cost reduction efforts. These charges are included in cost of sales or selling, general and administrative expenses depending on the personnel being included in the charge. See Note 9 for additional information on restructuring costs.

Foreign Currency Translation: The Company's foreign subsidiaries use the local currency or the U.S. dollar as their functional currency, as appropriate. Assets and liabilities are translated using exchange rates at the balance sheet date and revenues and expenses are translated at weighted average rates. The amount of foreign currency conversion gain recognized in the income statement related to currency translation was $2.9 million, $2.1 million, and $1.0 million in 2007, 2006, and 2005, respectively. Adjustments from the translation process are recognized in "Shareholders' Equity" as a component of "Accumulated Other Comprehensive Income (Loss)."

Stock-based Compensation: In December 2004, the FASB issued SFAS No. 123(R), "Share-Based Payment" ("SFAS 123(R)"). SFAS 123(R) requires public companies to recognize compensation expense for the cost of awards of equity compensation using a fair value method. The Company adopted SFAS 123(R) on January 1, 2006 (i.e., the first quarter of 2006) using the modified prospective method. The Company made the one-time election to adopt the transition method described in FASB Staff Position ("FSP") No. FAS 123(R)-3, "Transition Election Related to Accounting for the Tax Effect of Share-Based Payment Awards." Under SFAS 123(R), benefits of tax deductions in excess of recognized compensation expense are now reported as a financing cash flow, rather than an operating cash flow as prescribed under the prior accounting rules. Prior to January 1, 2006, the Company applied Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") to account for its stock-based compensation plans. Under APB 25, no compensation expense was recognized for non-qualified stock option awards as long as the exercise price of the awards on the date of grant was equal to the current market price of the Company's stock. However, the Company did recognize compensation expense in connection with the issuance of restricted stock. The table below discloses the Company's pro forma amounts related to basic and diluted net income per share for 2005, had the fair value recognition method under SFAS 123(R) been used for the Company's stock option grants. Further information regarding stock-based compensation is provided in Note 12 to the Consolidated Financial Statements.

(in thousands, except per share amounts)

	2005
Net income as reported	$ 17,710
Stock option compensation expense under fair value method, net of tax	(3,172)
Pro forma net income	$ 14,538
Basic net income per share:	
As reported	$ 0.79
Pro forma	$ 0.65
Diluted net income per share:	
As reported	$ 0.78
Pro forma	$ 0.64

On certain occasions, the Company has granted stock options for a fixed number of shares with an exercise price below that of the underlying stock on the date of the grant and recognizes compensation expense accordingly. This compensation expense has not been material. See Note 12 for additional information on stock-based compensation.

Accounting Pronouncements: In June 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"), an interpretation of SFAS No. 109, "Accounting for Income Taxes." FIN 48 requires that a position taken or expected to be taken in a tax return be recognized in the financial statements when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company adopted FIN 48 as of December 31, 2006. As a result of the adoption of FIN 48, the December 30, 2006 balance of $8.0 million for uncertain income tax positions has been reclassified from accrued income taxes to other long-term liabilities on the Consolidated Balance Sheets. The impact of the adoption of FIN 48 is more fully described in Note 13 of the Notes to Consolidated Financial Statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" ("SFAS 157"). SFAS 157 establishes a framework for measuring fair value by providing a standard definition of fair value as it applies to assets and liabilities. SFAS 157, which does not require any new fair value measurements, clarifies the application of other accounting pronouncements that require or permit fair value measurements. SFAS 157 must be applied prospectively beginning January 1, 2008. The Company is evaluating the impact of adopting SFAS 157 on its Consolidated Financial Statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities - Including an Amendment of FASB Statement No. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value at specified

election dates. SFAS 159 is expected to expand the use of fair value measurement, but does not eliminate disclosure requirements included in other accounting standards, including those in SFAS 157. SFAS 159 is effective for fiscal years beginning after November 15, 2007. The Company is evaluating the impact of adopting SFAS 159 on its Consolidated Financial Statements.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations" ("SFAS 141(R)"), which replaces SFAS No. 141, "Business Combinations" ("SFAS 141"). SFAS No. 141(R) retains the underlying concepts of SFAS No. 141 in that all business combinations are still required to be accounted for at fair value under the acquisition method of accounting, but SFAS No. 141(R) changed the method of applying the acquisition method in a number of significant aspects. Acquisition costs generally will be expensed as incurred; noncontrolling interests will be valued at fair value at the acquisition date; in-process research and development will be recorded at fair value as an indefinite-lived intangible asset at the acquisition date; restructuring costs associated with a business combination generally will be expensed subsequent to the acquisition date; and changes in deferred tax asset valuation allowances and income tax uncertainties after the acquisition date generally will affect income tax expense. SFAS No. 141(R) is effective on a prospective basis for all business combinations for which the acquisition date is on or after the beginning of the first annual period subsequent to December 15, 2008, with the exception of the accounting for valuation allowances on deferred taxes and acquired tax contingencies. SFAS No. 141(R) amends SFAS 109 such that adjustments made to valuation allowances on deferred taxes and acquired tax contingencies associated with acquisitions that closed prior to the effective date of SFAS No. 141(R) would also apply the provisions of SFAS No. 141(R). Early adoption is not permitted. The Company is evaluating the impact of adopting SFAS 141(R) on its Consolidated Financial Statements.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements -- an amendment of ARB No. 51" ("SFAS 160"). SFAS No. 160 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008, with earlier adoption prohibited. SFAS 160 requires the recognition of a noncontrolling interest (minority interest) as equity in the consolidated financial statements and separate from the parent's equity. The amount of net earnings attributable to the noncontrolling interest will be included in consolidated net income on the face of the income statement. SFAS 160 also amends certain of ARB No. 51's consolidation procedures for consistency with the requirements of SFAS No. 141(R) and includes expanded disclosure requirements regarding the interests of the parent and its noncontrolling interest. The Company is evaluating the impact of adopting SFAS 160 on its Consolidated Financial Statements.

Reclassifications: Certain items in the 2006 and 2005 financial statements have been reclassified to conform to the 2007 presentation.

2. Acquisition of Business

On February 3, 2006, the Company acquired SurgX Corporation ("SurgX") for $2.5 million. All of the assets of SurgX were classified as patents with an average useful life of seven years. The SurgX acquisition expands the Company's product offering and strengthens the Company's position in the circuit protection industry. SurgX is included in the Company's financial statements since the date of acquisition. Pro forma financial information is not presented due to amounts not being materially different than actual results.

On May 30, 2006, the Company acquired all of the common stock of Concord Semiconductor ("Concord") for $23.8 million in cash, net of cash acquired of $1.2 million, and acquisition costs of approximately $0.2 million. The Company funded the acquisition with $14.0 million in cash and $10.0 million of borrowings on an existing revolving line of credit.

Littelfuse has continued to operate Concord's electronics business subsequent to the acquisition. The Concord acquisition expands the Company's product offering and strengthens the Company's position in the circuit protection industry.

The acquisition was accounted for using the purchase method of accounting and the operations of Concord are included in the Company's operations from the date of acquisition. The following table sets forth the purchase price allocation for the acquisition of Concord in accordance with the purchase method of accounting with adjustments to record the acquired assets and liabilities of Concord at their estimated fair market or net realizable values.

Purchase price allocation (in thousands)	
Current assets	$ 7,548
Property, plant and equipment	7,903
Patents and licenses	4,477
Distribution network	6,906
Goodwill	6,356
Current liabilities	(2,975)
Deferred taxes	(3,593)
Long-term debt	(2,657)
	$ 23,965

Patents and licenses have an average estimated useful life of approximately four years. Pro forma financial information is not presented due to amounts not being materially different than actual results.

On June 26, 2006, the Company acquired Catalina Performance Accessories, Inc. ("Catalina") for $4.5 million. The Company acquired $0.4 million of accounts receivable, $0.5 million of inventory and a $3.6 million distribution network. The distribution network has a useful life of ten years. The Catalina acquisition expands the Company's product offering and strengthens the Company's position in the circuit protection industry. Catalina is included in the Company's financial statements since the date of acquisition. Pro forma financial information is not presented due to amounts not being materially

different than actual results.

On August 1, 2006 the Company acquired the gas discharge tube ("GDT") assets of SRC Devices, Inc. ("SRC") for $6.0 million in cash. The Company acquired $0.3 million of inventory, $0.9 million of fixed assets, and $2.2 million of distribution network, with the excess purchase price of $2.6 million recorded as goodwill. The distribution network has a useful life of nine years. The SRC acquisition expands the Company's product offering and strengthens the Company's position in the circuit protection industry. SRC is included in the Company's financial statements since the date of acquisition. Pro forma financial information is not presented due to amounts not being materially different than actual results. The Company moved production of the GDT product line from the SRC manufacturing facility in Mexico to its existing operation in Suzhou, China in 2007, in order to be closer to customers in the Asia-Pacific region while lowering production costs.

In June 2006, the Company announced that it had signed a definitive agreement to acquire the assets of Song Long Electronics Co., Ltd. ("Song Long"). On July 31, 2007, the Company acquired the assets of Song Long for approximately $5.5 million and acquisition costs of approximately $0.8 million, of which approximately $4.5 million was paid in 2007 and $0.8 million was paid in 2006. The Company funded the acquisition with cash and has continued to operate Song Long's electronics business subsequent to the acquisition. The Song Long acquisition strengthens the Company's position in the circuit protection industry, moving operations closer to customers in the Asia-Pacific region while lowering production costs.

The acquisition was accounted for using the purchase method of accounting and the operations of Song Long are included in the Company's consolidated net income from the date of the acquisition. The purchase price allocations were based on preliminary estimates. These estimates were subject to revision after the Company completed final negotiation of working capital adjustments to the purchase price and fair value analysis. During the fourth quarter, the Company completed the final negotiation, which resulted in an addition to the purchase price of approximately $0.3 million of acquisition costs, the assumption of $1.5 million of accounts payable and the holdback of $1.0 million subject to the fulfillment of certain contractual obligations by the seller. The following table sets forth the purchase price allocations for Song Long's assets in accordance with the purchase method of accounting with adjustments to record the acquired assets at their estimated fair market or net realizable values.

Purchase price allocation (in thousands)	
Inventory	$ 1,186
Property, plant and equipment	1,290
Goodwill	5,293
Current liabilities	(1,500)
	$ 6,269

All Song Long goodwill and assets are recorded in the Electronics business unit segment at estimated fair values as adjusted during the fourth quarter of 2007. The fair values are estimates and subject to revision as the Company completes its fair value analysis, which may result in an allocation to identifiable intangible assets. Pro forma financial information is not presented due to amounts not being materially different than actual results.

Goodwill for all of the above acquisitions is expected to be deductible for tax purposes.

3. Inventories

The components of inventories at December 29, 2007 and December 30, 2006 are as follows (in thousands):

	2007	2006
Raw materials	$19,758	$15,043
Work in process	11,292	15,838
Finished goods	27,795	35,080
Total inventories	$58,845	$65,961

4. Intangible Assets

The Company recorded amortization expense of $3.3 million, $3.1 million, and $2.4 million in 2007, 2006, and 2005, respectively. The details of intangible assets and future amortization expense of existing intangible assets at December 29, 2007 and December 30, 2006 are as follows (in thousands):

	As of December 29, 2007			As of December 30, 2006		
	Weighted Average Useful Life	Gross Carrying Value*	Accumulated Amortization	Weighted Average Useful Life	Gross Carrying Value	Accumulated Amortization

Patents, licenses and software	11.7	$ 34,156	$ 24,925	11.6	$ 33,898	$ 23,780
Distribution network	15.3	28,975	15,152	15.5	28,107	12,898
Trademarks and tradenames	18.2	5,832	4,640	18.4	5,663	4,342
Total		$ 68,963	$ 44,717		$ 67,668	$ 41,020

* Increases to gross carrying values include the impact of changes in exchange rates.

Estimated amortization expense related to intangible assets with definite lives at December 29, 2007 is as follows (in thousands):

2008	$ 3,567
2009	3,372
2010	3,213
2011	3,156
2012	2,536
2013 and thereafter	8,402
	$ 24,246

The amounts for goodwill and changes in the carrying value by operating segment are as follows at December 29, 2007 and December 30, 2006 (in thousands):

	2007	Additions	Adjustments**	2006	Additions	Adjustments*	2005
Electronics	$ 36,312	$ 5,293	$ (223)	$ 31,242	$ 9,730	$ 474	$ 21,038
Automotive	25,164	--	1,012	24,152	2,579	406	21,167
Electrical	11,986	--	(120)	12,106	--	(129)	12,235
Total goodwill	$ 73,462	$ 5,293	$ 669	$ 67,500	$ 12,309	$ 751	$ 54,440

* Adjustments reflect the impact of changes in exchange rates.
** Adjustments reflect the impact of changes in exchange rates as well as the partial reversal of an unrecognized tax benefit.

5. Investments

Included in investments are shares of Polytronics Technology Corporation Ltd. ("Polytronics"), a Taiwanese company that was acquired as part of the Heinrich Industrie AG acquisition ("Heinrich"). The Company's shares held represent approximately 8.2% and 8.9% of total Polytronics shares outstanding during 2007 and 2006, respectively. The fair value of this investment is $6.5 million at December 29, 2007 and $4.8 million at December 30, 2006. Included in 2007 other comprehensive income (loss) is an unrealized gain of $1.1 million, net of tax of $0.4 million, due to the increase in fair market value. The remaining movement year over year is due to the impact of changes in exchange rates.

6. Discontinued Operations

In December 2005, the Company announced its plan to sell the Efen business, which consisted of production and sales facilities in Uebigau and Eltville, Germany and Kaposvar, Hungary. The Company obtained Efen as part of its acquisition of Heinrich in May 2004. Results of operations for Efen have been reclassified and presented as discontinued operations for 2006 and 2005.

In February 2006, the Company sold the Efen product line for Euro 9.5 million (approximately $11.6 million). In connection with the sale, an after tax gain of $0.1 million was recognized. The results of Efen were no longer recorded in the Consolidated Statements of Income after the first quarter of 2006.

Efen's operating results are summarized as follows for the periods ending December 30, 2006 and December 31, 2005 (in thousands):

	2006	2005
Net sales	$ 3,789	$ 32,988
Income before taxes	773	1,773
Income taxes	324	645
Net income	$ 449*	$ 1,128

* Additionally, for the period ended December 30, 2006, discontinued operations in the Consolidated Statements of Income includes a gain on the sale of assets of $139 (net of tax of $85).

7. Debt

The carrying amounts of long-term debt at December 29, 2007 and December 30, 2006 are as follows (in thousands):

	2007	2006
Revolving credit facility	$ 11,517	$ 22,500
Other obligations	1,792	3,613
	13,309	26,113
Less: Current maturities	12,086	24,328

$ 1,223	$ 1,785

The Company has an unsecured domestic financing arrangement consisting of a credit agreement with banks that provides a $75.0 million revolving credit facility, with a potential increase of up to $125.0 million upon request of the Company and agreement with the lenders, which expires on July 21, 2011. At December 29, 2007, the Company had available $63.5 million of borrowing capability under the revolving credit facility at an interest rate of LIBOR plus 0.50% (5.44% as of December 29, 2007). The Company also had $2.5 million and $6.1 million available in letters of credit at December 29, 2007 and December 30, 2006, respectively. No amounts were outstanding under these letters of credit at December 29, 2007 and December 30, 2006.

The domestic bank credit agreement contains covenants that, among other matters, impose limitations on the incurrence of additional indebtedness, future mergers, sales of assets, payment of dividends, and changes in control, as defined in the agreement. In addition, the Company is required to satisfy certain financial covenants and tests relating to, among other matters, interest coverage, working capital, leverage and net worth. At December 29, 2007, and for the year then ended, the Company was in compliance with these covenants.

The Company has an unsecured bank line of credit in Japan that provides a Yen 900 million (an equivalent of $7.9 million) revolving credit facility at an interest rate of TIBOR plus 0.625% (1.523% as of December 29, 2007). The revolving line of credit becomes due on July 21, 2011. The Company had no outstanding borrowings on the Yen facility at December 29, 2007 and $1.3 million outstanding on the Yen facility at December 30, 2006.

The Company has an unsecured bank line of credit in Taiwan that provides a Taiwanese Dollar 35.0 million (equivalent to $1.1 million) revolving credit facility at an interest rate of two-years Time Deposit plus 0.145% (2.83% as of December 29, 2007). The revolving line of credit becomes due on August 18, 2009. The Company had the equivalent of $0.6 million and $0.9 million outstanding on the Taiwanese Dollar facility at December 29, 2007 and December 30, 2006, respectively. The Company also has a foreign fixed rate mortgage loan outstanding at December 29, 2007, totaling Taiwanese Dollar 38.9 million (equivalent to $1.2 million) with maturity dates through August 2013.

Interest paid on debt approximated $1.4 million in 2007, $1.6 million in 2006, and $2.0 million in 2005. Aggregate maturities of obligations at December 29, 2007, are as follows (in thousands):

2008	$ 12,086
2009	450
2010	211
2011	211
2012	211
2013 and thereafter	140
	$ 13,309

8. Coal Mining Liability

Included in other long-term liabilities is an accrual related to a former coal mining operation at Heinrich for the amounts of Euro 4.0 million and Euro 4.2 million in 2007 and 2006, respectively. The accrual, which is not discounted, is based on an engineering study estimating the cost of remediating the dangers (such as a shaft collapse) of abandoned coal mine shafts in Germany.

9. Restructuring

During 2005, the Company announced a downsizing of the Ireland operation and outsourcing of more of its varistor manufacturing to lower cost Asian subcontractors. A liability of $4.9 million was recorded related to redundancy costs for the manufacturing operation associated with this downsizing. This restructuring impacted approximately 35 associates in various production and support related roles. These costs were paid in 2005 and 2006. In the second quarter of 2006, an additional $17.1 million, consisting of $20.0 million of accrued severance less a statutory rebate of $2.9 million recorded as a current asset, was recorded as part of cost of sales related to the closure of the entire facility. This restructuring is part of the Company's strategy to expand operations in Asia-Pacific in order to be closer to current and potential customers and take advantage of lower manufacturing costs. This additional restructuring impacted approximately 131 employees. Restructuring charges are based upon each associate's current salary and length of service with the Company. These costs will be paid through 2008. In both instances, all charges related to the downsizing/closure of the Ireland facility are recorded in "Other Operating Income (Loss)" for business unit segment reporting purposes.

Ireland restructuring (in thousands)	
Balance at December 31, 2005	$ 4,003
Additions	20,019
Payments	(2,473)
Exchange rate impact	1,059
Balance at December 30, 2006	22,608
Additions	977
Payments	(3,801)
Exchange rate impact	1,977
Balance at December 29, 2007	$ 21,761

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During 2006, the Company recorded a $5.0 million charge related to the downsizing of the Heinrich operations. Manufacturing related charges of $2.3 million were recorded as part of cost of sales and non-manufacturing related charges of $2.7 million were recorded as part of selling, general and administrative expenses. These charges were primarily for redundancy costs to be paid through 2008. The additions in 2007 primarily relate to retention costs that will be incurred over the remaining transition period. All charges related to this downsizing are recorded in "Other Operating Income (Loss)" for business unit segment reporting purposes. This restructuring impacted approximately 52 associates in various technical, production, administrative and support employees. A summary of activity of this liability is as follows:

Heinrich restructuring (in thousands)	
Balance at December 31, 2005	$ --
Additions	4,995
Payments	(632)
Balance at December 30, 2006	4,363
Additions	850
Payments	(4,733)
Balance at December 29, 2007	$ 480

During December 2006, the Company announced the closure of its Irving, Texas facility and the transfer of its semiconductor wafer manufacturing from Irving, Texas to Wuxi, China in a phased transition from 2007 to 2010. A liability of $1.9 million was recorded related to redundancy costs for the manufacturing operation associated with this downsizing. This charge was recorded as part of cost of sales and is included in "Other Operating Income (Loss)" for business unit segment reporting purposes. The total cost expected to be incurred through 2010 is $6.5 million. The amounts not yet recognized primarily relate to retention costs that will be incurred over the remaining closure period. This restructuring impacted approximately 180 associates in various production and support related roles and will be paid over the period 2007 to 2010. A summary of activity of this liability is as follows:

Irving, Texas restructuring (in thousands)	
Balance at December 31, 2005	$ --
Additions	1,890
Payments	--
Balance at December 30, 2006	1,890
Additions	1,446
Payments	(362)
Balance at December 29, 2007	$ 2,974

During March 2007, the Company announced the closure of its Des Plaines and Elk Grove, Illinois facilities and the transfer of its manufacturing from Des Plaines, Illinois to the Philippines and Mexico in a phased transition from 2007 to 2009. A liability of $3.5 million was recorded related to redundancy costs for the manufacturing and distribution operations associated with this downsizing. Manufacturing related charges of $3.0 million are recorded as part of cost of sales and non-manufacturing related charges of $0.5 million are recorded as part of selling, general and administrative expenses. All charges related to this downsizing are recorded in "Other Operating Income (Loss)" for business unit segment reporting purposes. The total cost expected to be incurred through 2009 is $7.1 million. The amounts not yet recognized primarily relate to retention costs that will be incurred over the remaining closure period. This restructuring impacts approximately 307 associates in various production and support related roles and the costs relating to the restructuring will be paid over the period 2007 to 2009. A summary of activity of this liability is as follows:

Des Plaines and Elk Grove, Illinois restructuring (in thousands)	
Balance at December 31, 2005	$ --
Additions	102
Payments	--
Balance at December 30, 2006	102
Additions	4,963
Payments	(355)
Balance at December 29, 2007	$ 4,710

10. Asset impairments

During 2007, the Company recorded a charge of approximately $0.8 million within cost of sales related to asset impairments incurred primarily in China and Germany. During 2006, the Company recorded a charge of approximately $4.4 million for the write-down of Heinrich real estate and fixed assets. $2.7 million of this write-down was recorded to reduce the carrying value of property located in Witten, Germany, consisting primarily of land and buildings used for manufacturing and administrative offices, as a result of entering into agreements to sell the property. The sale was completed in the fourth quarter of

2006. The remaining $1.7 million charge related to a reduction in the carrying value of certain long-term assets located at the same facility to record them at fair value in anticipation of their future sale. $0.8 million of the total charge was recorded within cost of sales and $3.6 million within selling, general and administrative expenses.

11. Benefit Plans

The Company has a defined-benefit pension plan covering substantially all of its North American employees. The amount of the retirement benefit is based on years of service and final average pay. The plan also provides post-retirement medical benefits to retirees and their spouses if the retiree has reached age 62 and has provided at least ten years of service prior to retirement. Such benefits generally cease once the retiree attains age 65. The Company also has defined benefit pension plans covering employees in the U.K., Ireland, Germany, Japan, Taiwan and the Netherlands. The amount of these retirement benefits is based on years of service and final average pay. Liabilities resulting from the plan that covers employees in the Netherlands are settled annually through the purchase of insurance contracts. Separate from the foreign pension data presented below, net periodic expense for the plan covering Netherlands employees was $0.1 million, $0.1 million and $0.6 million in 2007, 2006 and 2005, respectively.

The Company's contributions are made in amounts sufficient to satisfy legal requirements and ensure funding to at least 90% of the Employee Retirement Income Securities Act of 1974 ("ERISA") Current Liability amount. In 2008, the Company expects to make contributions to defined benefit pension plans in the range of $3.5 million to $5.0 million.

Total pension expense was $6.7 million, $3.7 million, and $4.8 million in 2007, 2006, and 2005, respectively. The increase in pension expense in 2007 was largely due to the wind down of the U.K. plan and the resulting settlement loss. The decrease in pension expense in 2006 was primarily due to currency gains and the impact of demographic changes, partially offset by a decrease in the discount rate. Benefit plan related information, including Efen prior to the sale, is as follows (in thousands):

	2007			2006		
	U.S.	Foreign	Total	U.S.	Foreign	Total
Change in benefit obligation						
Benefit obligation at beginning of year	$ 68,530	$ 51,249	$ 119,779	$ 66,425	$ 47,290	$ 113,715
Service cost	3,329	1,170	4,499	3,192	1,124	4,316
Interest cost	4,069	2,371	6,440	3,799	2,043	5,842
Plan participants' contributions	--	288	288	--	304	304
Settlement gain	--	(657)	(657)	--	(980)	(980)
Net actuarial gain	(4,599)	(4,235)	(8,834)	(1,821)	(156)	(1,977)
Benefits paid	(3,462)	(6,201)	(9,663)	(3,065)	(2,538)	(5,603)
Business acquisitions	--	--	--	--	625	625
Business divestitures	--	--	--	--	(1,530)	(1,530)
Effect of exchange rate movements	--	4,970	4,970	--	5,067	5,067
Benefit obligation at end of year	$ 67,867	$ 48,955	$ 116,822	$ 68,530	$ 51,249	$ 119,779
Change in plan assets at fair value						
Fair value of plan assets at beginning of year	$ 56,563	$ 35,498	$ 92,061	$ 50,436	$ 28,787	$ 79,223
Actual return on plan assets	3,223	78	3,301	6,192	2,361	8,553
Employer contributions	5,000	5,795	10,795	3,000	2,127	5,127
Plan participant contributions	--	288	288	--	304	304
Benefits paid	(3,462)	(5,337)	(8,799)	(3,065)	(1,760)	(4,825)
Business acquisitions	--	--	--	--	326	326
Effect of exchange rate movements	--	3,755	3,755	--	3,353	3,353
Fair value of plan assets at end of year	$ 61,324	$ 40,077	$ 101,401	$ 56,563	$ 35,498	$ 92,061
Net amount recognized / Unfunded status	$ (6,543)	$ (8,878)	$ (15,421)	$ (11,967)	$(15,751)	$ 27,718)
Amounts recognized in the Consolidated Balance Sheet consist of:						
Prepaid benefit cost	$ --	$ 2,950	$ 2,950	$ --	$ 253	$ 253
Accrued benefit liability	(6,543)	(11,828)	(18,371)	(11,967)	(16,004)	(27,971)
Net liability recognized	$ (6,543)	$ (8,878)	$ (15,421)	$ (11,967)	$(15,751)	$ (27,718)
Accumulated other comprehensive loss	$ 1,795	$ 4,363	$ 6,158	$ 4,943	$ 7,892	$ 12,835

Amounts recognized in accumulated other comprehensive loss, pre-tax consist of (in thousands):

	2007		
	U.S.	Foreign	Total
Net actuarial loss	$ 1,709	$ 5,438	$ 7,147
Prior service (cost) credit	86	(102)	(16)
Net transition obligation	--	(973)	(973)
Net amount recognized/occurring, pre-tax	$ 1,795	$ 4,363	$ 6,158

The estimated net actuarial loss which will be amortized from accumulated other comprehensive loss into benefit cost in 2008 is $0.1 million.

	U.S.			Foreign		
	2007	2006	2005	2007	2006	2005
Components of net periodic benefit cost						
Service cost	$ 3,329	$ 3,192	$ 3,259	$ 1,170	$ 1,124	$ 1,210
Interest cost	4,069	3,799	3,664	2,371	2,043	1,971
Expected return on plan assets	(4,697)	(4,228)	(3,728)	(1,513)	(2,117)	(1,681)
Amortization of prior service cost	10	10	10	(14)	(13)	(13)
Amortization of transition asset	--	--	--	(92)	(113)	(112)
Amortization of losses	14	57	409	522	308	173
Total cost of the plan for the year	2,725	2,830	3,614	2,444	1,232	1,548
Expected plan participants' contribution	--	--	--	--	--	(392)
Net periodic benefit cost	2,725	2,830	3,614	2,444	1,232	1,156
Settlement loss (curtailment gain)	--	--	--	1,506	(322)	--
Total expense for the year	$ 2,725	$ 2,830	$ 3,614	$ 3,950	$ 910	$ 1,156

Weighted average assumptions used to determine net periodic benefit cost for the years 2007, 2006 and 2005 are as follows:

	U.S.			Foreign		
	2007	2006	2005	2007	2006	2005
Discount rate	6.0%	6.0%	6.0%	4.5%	4.2%	4.8%
Expected return on plan assets	8.5%	8.5%	8.5%	4.0%	6.7%	6.7%
Compensation increase rate	4.5%	4.5%	4.5%	3.5%	3.2%	3.2%
Measurement dates	1/01/07	1/01/06	1/01/05	1/01/07	1/01/06	1/01/05

The accumulated benefit obligation for the U.S. defined benefits plans was $57.8 million and $57.5 million at December 29, 2007 and December 30, 2006, respectively. The accumulated benefit obligation for the foreign plans was $44.5 million and $45.6 million at December 29, 2007 and December 30, 2006, respectively.

Weighted average assumptions used to determine benefit obligations at year-end 2007, 2006 and 2005 are as follows:

	U.S.			Foreign		
	2007	2006	2005	2007	2006	2005
Discount rate	6.5%	6.0%	6.0%	5.2%	4.5%	4.3%
Compensation increase rate	4.5%	4.5%	4.5%	3.5%	3.5%	3.2%
Measurement dates	12/31/07	12/31/06	12/31/05	12/31/07	12/31/06	12/31/05

Expected benefit payments to be paid to participants for the fiscal year ending are as follows (in thousands):

	U.S.	Foreign
2008	$ 3,144	$ 2,014
2009	3,247	2,134
2010	3,384	3,935
2011	3,488	2,349
2012	3,729	3,279

Defined Benefit Plan Assets

Based upon analysis of the target asset allocation and historical returns by type of investment, the Company has assumed that the expected long-term rate of return will be 8.5% on domestic plan assets and 4.0% on foreign plan assets. Assets are invested to maximize long-term return taking into consideration timing of settlement of the retirement liabilities and liquidity needs for benefits payments. U.S. defined benefit pension assets were invested as follows and were not materially different from the target asset allocation:

U.S. Asset Allocation	
2007	2006

Equity securities	73%	73%
Debt securities	27%	27%
	100%	100%

Foreign Asset Allocation

	2007	2006
Equity securities	2%	39%
Debt securities	83%	54%
Property	0%	7%
Cash	15%	0%
	100%	100%

Defined Contribution Plans

The Company also maintains a 401(k) savings plan covering substantially all U.S. employees. The Company matches 50% of the employee's annual contributions for the first 4% of the employee's gross wages. Employees vest in the Company contributions after two years of service. Company matching contributions amounted to $0.6 million, $0.6 million, and $0.6 million in 2007, 2006 and 2005, respectively. The Company provides additional retirement benefits for certain key executives through its unfunded defined contribution Supplemental Executive Retirement Plan. The charge to expense for this plan amounted to $0.3 million in each of the years 2007, 2006 and 2005.

12. Shareholders' Equity

Equity Plans: The Company has stock option plans authorizing the granting of both incentive and nonqualified options and other stock rights of up to 5,925,000 shares of common stock to employees and directors. The stock options granted prior to 2002 vest over a five-year period and are exercisable over a ten-year period commencing from the date of vesting. The stock options granted in 2002 through February 2005 vest over a five-year period and are exercisable over a ten-year period commencing from the date of the grant. Stock options granted after February 2005 vest over either a four or five-year period and are exercisable over either a seven or ten-year period commencing from the date of the grant.

The Company also has performance share agreements under its equity-based compensation plans pursuant to which a target amount of performance share awards are granted based on the Company attaining certain financial performance goals relating to return on net tangible assets and earnings before interest, taxes, depreciation and amortization over a three-year performance period. The performance-based restricted stock awards vest in thirds over a three-year period (following the three-year performance period), and are paid annually as they vest, one half in the Company's common stock and one half in cash. The fair value of the performance-based restricted stock awards that are paid in common stock is measured at the market price on the grant date, and the fair value of the portion paid in cash is measured at the current market price of a share.

The following table provides a reconciliation of outstanding stock options for the twelve month period ending December 29, 2007.

	Shares Under Option	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value ($000s)
Outstanding December 30, 2006	1,983,170	$ 29.54		
Granted	393,955	37.27		
Exercised	(236,633)	27.15		
Forfeited	(130,388)	31.87		
Outstanding December 29, 2007	2,010,104	31.19	6.0	$ 7,533
Exercisable December 29, 2007	1,000,922	28.30	5.7	5,993

The total intrinsic value of options exercised during 2007, 2006, and 2005 was $2.9 million, $2.1 million, and $1.4 million, respectively.

The following table provides a reconciliation of nonvested performance share awards (including only awards to be paid in the Company's common stock) for the twelve month period ending December 29, 2007.

	Shares	Weighted Average Grant-Date Fair Value
Nonvested December 30, 2006	58,500	$ 29.37
Granted	20,500	41.22
Vested	(6,333)	25.07
Forfeited	(23,500)	34.16
Nonvested December 29, 2007	49,167	35.51

The Company recognizes compensation cost of all share-based awards as an expense on a straight-line basis over the vesting period of the awards. At December 29, 2007, the unrecognized compensation cost for options and performance shares was $12.6 million before tax, and will be recognized over a weighted-average period of 2.7 years. The following table shows total stock-based compensation expense included in selling, general and administrative expenses in the Consolidated Statements of Income during 2007 and 2006. No such compensation expense was recognized during 2005.

(in thousands, except per share amounts)

	2007	2006
Pre-tax stock based compensation	$ 4,957	$ 5,187
Income tax	(1,880)	(1,889)
Stock-based compensation expense, net	$ 3,077	$ 3,298

The Company uses the Black-Scholes option valuation model to determine the fair value of awards granted. The weighted average fair value of and related assumptions for options granted were as follows:

	2007	2006	2005
Weighted average fair value of options granted	$ 14.05	$ 13.90	$ 13.63
Assumptions:			
Risk-free interest rate	4.46%	4.89%	4.27%
Expected dividend yield	0%	0%	0%
Expected stock price volatility	35.7%	39.0%	39.4%
Expected life of options	4.7 years	4.8 years	7 years

Expected volatilities are based on both historical volatility of the Company's stock price and implied volatility of exchange-traded options on the Company's stock. The expected life of options is based on historical data for options granted by the Company and the SEC simplified method. The risk-free rates are based on yields available at the time of grant on U.S. Treasury bonds with maturities consistent with the expected life assumption.

Notes Receivable From Officers - Common Stock: In 1995, the Company established the Executive Loan Program under which certain management employees could then obtain interest-free loans from the Company to facilitate their exercise of stock options and payment of the related income tax liabilities. Such loans, limited to 90% of the exercise price plus related tax liabilities, have a five-year maturity, subject to acceleration for termination of employment or death of the employee. Such loans are classified as a reduction of shareholders' equity. The Company changed its policy in 2002 such that management employees may no longer obtain such loans.

Accumulated Other Comprehensive Income (Loss): The components of accumulated other comprehensive income (loss) at the end of the year were as follows (in thousands):

	December 29, 2007	December 30, 2006
Minimum pension liability adjustment*	$ (3,835)	$ (269)
Adoption of SFAS 158**	--	(7,689)
Gain (Loss) on investments***	105	(563)
Foreign currency translation adjustment	21,091	8,510
Total	$ 17,361	$ (11)

* net of tax of $2,323 and $165 for 2007 and 2006, respectively.

** net of tax of $4,712 for 2006.

*** net of tax of $(65) and $345 for 2007 and 2006, respectively.

Preferred Stock: The Board of Directors may authorize the issuance from time to time of preferred stock in one or more series with such designations, preferences, qualifications, limitations, restrictions, and optional or other special rights as the Board may fix by resolution.

13. Income Taxes

In June 2006, the FASB issued FIN 48, "Accounting for Uncertainty in Income Taxes -- an interpretation of FASB Statement No. 109, Accounting for Income Taxes." FIN 48 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under FIN 48, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. FIN 48 also provides guidance on derecognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures.

The Company adopted the provisions of FIN 48 on December 31, 2006 and had no adjustments to the retained earnings balance as a result of the implementation. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Balance at December 31, 2006	$ 8,311
Additions for tax positions of prior years	121
Settlements	(706)
Reductions based on lapse of statute	(3,947)
Balance at December 29, 2007	$ 3,779

The amount of unrecognized tax benefits at December 29, 2007 was approximately $3.8 million. Of this total, approximately $1.8 million represents the amount of unrecognized tax benefits that, if recognized, would favorably affect the effective income tax rate in future periods. The Company reasonably expects an approximate $1.3 million decrease in unrecognized tax benefits in the next 12 months due to settlements or lapse of tax statutes of limitations. None of the positions included in unrecognized tax benefits are related to tax positions for which the ultimate deductibility is highly certain, but for which there is uncertainty about the timing of such deductibility. The U.S. federal statute of limitations remains open for 2004 onward. Foreign and U.S. state statute of limitations generally range from three to six years. The Company is currently under examination in several foreign jurisdictions.

The Company recognizes accrued interest and penalties associated with uncertain tax positions as part of income tax expense. As of December 29, 2007, the Company had approximately $0.3 million of accrued interest and penalties. Of this total, approximately $0.1 million represents the amount of interest and penalties that, if recognized, would favorably affect the effective tax rate in future periods.

Domestic and foreign income from continuing operations before minority interest and income taxes is as follows (in thousands):

	2007	2006	2005
Domestic	$ 2,149	$ 2,655	$ 1,484
Foreign	49,139	26,751	26,452
Income from continuing operations before minority interest and income taxes	$ 51,288	$ 29,406	$ 27,936

Federal, state, and foreign income tax (benefit) expense consists of the following (in thousands):

	2007	2006	2005
Current:			
Federal	$ (1,871)	$ 8,678	$ 2,735
State	1,146	144	41
Foreign	13,027	5,689	10,228
Subtotal	12,302	14,511	13,004
Deferred:			
Federal and state	2,033	(6,731)	1,956
Foreign	118	(1,610)	(3,520)
Subtotal	2,151	(8,341)	(1,564)
Provision for income taxes	$ 14,453	$ 6,170	$ 11,440

A reconciliation between income taxes computed on income before income taxes at the federal statutory rate and the provision for income taxes is provided below (in thousands):

	2007	2006	2005
Tax expense at statutory rate of 35%	$ 17,951	$ 10,292	$ 9,785
State and local taxes, net of federal tax benefit	483	45	27
Foreign income tax rate differential	(962)	(1,374)	(47)
Foreign losses for which no tax benefit is available	32	203	1,446
Valuation allowance	--	--	(753)
Tax on unremitted earnings	(140)	(276)	790
Domestic net operating loss carryover	--	(1,780)	--
Contingent tax reserves	(2,783)	(230)	1,119
Other, net	(128)	(710)	(927)
Provision for income taxes	$ 14,453	$ 6,170	$ 11,440

Deferred income taxes are provided for the tax effects of temporary differences between the financial reporting bases and the tax bases of the Company's assets and liabilities. Significant components of the Company's deferred tax assets and liabilities at December 29, 2007, and December 30, 2006, are as follows (in thousands):

	2007	2006
DEFERRED TAX ASSETS		
Accrued expenses	$ 14,698	$ 18,605
Foreign tax credit carryforwards	--	769
AMT credit carryforwards	1,502	1,321
Accrued restructuring	9,348	8,322
Domestic & foreign net operating loss carryforwards	6,627	8,211
Gross deferred tax assets	32,175	37,228
Less: Valuation allowance	(708)	(708)
Total deferred tax assets	31,467	36,520
DEFERRED TAX LIABILITIES		
Tax depreciation and amortization in excess of book	13,920	13,833
Other	420	559
Total deferred tax liabilities	14,340	14,392
Net deferred tax assets	$ 17,127	$ 22,128

The deferred tax asset valuation allowance is related to deferred tax assets from foreign net operating losses. The remaining domestic and foreign net operating losses either have no expiration date or are expected to be utilized prior to expiration. The Company paid income taxes of approximately $16.7 million, $10.0 million and $9.5 million in 2007, 2006 and 2005, respectively. U.S. income taxes were not provided for on a cumulative total of approximately $36 million of undistributed earnings for certain non-U.S. subsidiaries as of December 29, 2007, and accordingly, no deferred tax liability has been established relative to these earnings. The determination of the deferred tax liability associated with the distribution of these earnings is not practicable. The Company has two subsidiaries in China that currently are taxed at an income tax rate less than the statutory income tax rate of 25%. The "tax holidays" are set to expire within the next five years.

14. Business Unit Segment Information

SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information" ("SFAS 131"), establishes annual and interim reporting standards for an enterprise's operating segments and related disclosures about its products, services, geographic areas and major customers. An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenues and incur expenses, and about which separate financial information is regularly evaluated by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources. The CODM, as defined by SFAS 131, is the Company's President and Chief Executive Officer ("CEO").

The CEO historically has evaluated the Company's operations and reported the enterprise's operating segments by geography for the purpose of SFAS No. 131. Over the last several quarters, the Company has made a number of organizational changes that have changed the information the CODM receives and how the CEO evaluates the Company's operations. These organizational changes have increased the importance of the Company's reliance on business unit performance compared to geographic. As such, the Company determined in the third quarter of 2007 that business units now represent operating segments, as defined by SFAS No. 131, and therefore reports these business units as separate segments.

The Company's operating segments include the electronics business, the automotive business, and the electrical business.

- - Electronics Business. Provides circuit protection components and expertise to leading global manufacturers of a wide range of electronic products including mobile phones, computers, LCD TV's, telecommunications equipment, medical devices, lighting products and white goods. The Electronics Business has the broadest product offering in the industry including fuses and protectors, positive temperature coefficient ("PTC") resettable fuses, varistors, polymer electrostatic discharge ("ESD") suppressors, discreet transient voltage suppression ("TVS") diodes, TVS diode arrays and protection thyristors, gas discharge tubes, power switching components and fuseholders, blocks and related accessories.

- - Automotive Business. Provides circuit protection products to the worldwide automotive original equipment manufacturers ("OEM") and parts distributors of passenger automobiles, trucks, buses and off-road equipment. The Company also sells its fuses in the automotive replacement parts market. Products include blade fuses, high current fuses, battery cable protectors and varistors.

- - Electrical Business. Provides circuit protection products and hazard assessments for industrial and commercial customers. Products include power fuses and other circuit protection devices that are used in commercial and industrial buildings and large equipment such as HVAC systems, elevators and machine tools.

Each of the operating segments is directly responsible for sales, marketing and research and development. Manufacturing, purchasing, logistics, customer service, finance, information technology and human resources are shared functions that are allocated back to the three operating segments. The CODM allocates resources to and assesses the performance of each operating segment using information about its revenue and operating income (loss) before interest and taxes, but does not evaluate the operating segments using discrete asset information.

Sales, marketing and research and development expenses are charged directly into each operating segment. All other functions are shared by the operating segments and expenses for these shared functions are allocated to the operating segments and included in the operating results reported below. The Company does not report inter-segment revenue because the operating segments do not record it. The Company does not allocate interest and other income, interest expense, or taxes to operating segments. Although the CEO uses operating income to evaluate the segments, operating costs included in one segment may benefit other segments. Except as discussed above, the accounting policies for segment reporting are the same as for the Company as a whole.

In accordance with SFAS 131, the Company has provided this business unit segment information for all comparable prior periods. Segment information is summarized as follows (in thousands):

	2007	2006	2005
Net sales			
Electronic	$ 348,957	$ 365,418	$ 305,870
Automotive	135,109	123,620	118,595
Electrical	52,078	45,821	42,624
Total net sales	$ 536,144	$ 534,859	$ 467,089
Operating income (loss)			
Electronic	$ 19,814	$ 37,819	$ (188)
Automotive	18,900	13,700	19,313
Electrical	11,989	9,936	8,102
Other*	606	(32,597)	(261)
Total operating income	51,309	28,858	26,966
Interest expense	1,557	1,626	2,098
Other income, net	(1,536)	(2,174)	(3,068)
Income from continuing operations before minority interest and income taxes	$ 51,288	$ 29,406	$ 27,936

* Included in "Other" Operating income (loss) are nonrecurring items such as restructuring charges (see Note 9), asset impairments (see Note 10) and gains/losses on asset sales and disposals.

The Company's revenues and identifiable assets (total assets less intangible assets and investments) by geographical area for the fiscal years ended 2007, 2006 and 2005 are as follows (in thousands):

	2007	2006	2005
Net sales			
Americas	$ 204,305	$ 215,892	$ 199,855
Europe	118,265	111,652	98,337
Asia-Pacific	213,574	207,315	168,897
Total net sales	$ 536,144	$ 534,859	$ 467,089
Identifiable assets			
Americas	$ 165,074	$ 227,322	$ 248,651
Europe	136,881	159,639	146,907
Asia-Pacific	164,730	148,526	90,233
Combined total	466,685	535,487	485,791
Eliminations	(79,572)	(169,900)	(156,632)
Consolidated total	$ 387,113	$ 365,587	$ 329,159

For the year ended December 29, 2007, approximately 61.9% of the Company's net sales were to customers outside the United States (exports and foreign operations) including 18.6% to Hong Kong. Sales to Arrow Pemco Group were less than 10% for 2007 and 2005, respectively, but 10.6% for 2006. No other single customer accounted for more than 10% of net sales during the last three years.

15. Lease Commitments

The Company leases certain office and warehouse space as well as certain machinery and equipment under non-cancelable operating leases. Rental expense

under these leases was approximately $4.4 million in 2007, $5.3 million in 2006, and $5.5 million in 2005. Rent expense is recognized on a straight-line basis over the term of the leases. The difference between straight-line basis rent and the amount paid has been recorded as accrued lease obligations. The Company also has leases that have lease renewal provisions. As of December 29, 2007, all operating leases outstanding were with third parties. The Company did not have any capital leases as of December 29, 2007.

Future minimum payments for all non-cancelable operating leases with initial terms of one year or more at December 29, 2007, are as follows (in thousands):

2008	$ 5,748
2009	3,674
2010	2,063
2011	1,182
2012	754
2013 and thereafter	1,769
Total lease commitments	$ 15,190

16. Earnings per Share

The following table sets forth the computation of basic and diluted earnings per share:

(In thousands, except per share amounts)	2007	2006	2005
Numerator:			
Net income	$ 36,835	$ 23,824	$ 17,710
Denominator:			
Denominator for basic earnings per share - Weighted-average shares	22,231	22,305	22,413
Effect of dilutive securities:			
Common stock equivalents	163	129	169
Denominator for diluted earnings per share - Adjusted weighted-average shares and assumed conversions	22,394	22,434	22,582
Basic earnings per share	$ 1.66	$ 1.07	$ 0.79
Diluted earnings per share	$ 1.64	$ 1.06	$ 0.78

The following potential shares of common stock attributable to stock options were excluded from the EPS calculation because their effect would be anti-dilutive: 906,215 in 2007; 1,121,293 in 2006; and 712,153 in 2005.

17. Subsequent Event

On February 15, 2008, the Company entered into an agreement to lease certain office space for its U.S. headquarters that will be located in the Chicago area. Annual base rental expense under this lease will be approximately $1.6 million, which will be recognized on a straight-line basis over the term of the lease. The lease, which commences January 1, 2009 and expires December 31, 2024, also contains renewal provisions and other lease term options.

SELECTED FINANCIAL DATA

(in thousands, except per share data)

QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

	2007				2006*			
	4Q	3Q****	2Q	1Q***	4Q	3Q	2Q**	1Q
Net sales	$134,966	$140,215	$129,149	$131,814	$127,836	$143,471	$137,941	$125,611
Gross profit	42,656	46,289	41,271	41,321	38,089	47,085	31,289	44,800
Operating income (loss)	9,979	20,227	11,612	9,491	5,398	12,368	(2,691)	13,783
Net income	7,938	14,294	8,382	6,221	4,644	9,360	449	9,371
Net income per share:								
Basic	0.36	0.64	0.38	0.28	0.21	0.42	0.02	0.42
Diluted	0.36	0.64	0.37	0.28	0.21	0.42	0.02	0.42

* Results reflect Efen as a discontinued operation.

** In the second quarter of 2006, the Company recorded a $17.1 million net restructuring charge (after a $2.9 million statutory rebate) related to the closure of its Ireland facility.

*** In the first quarter of 2007, the Company recorded a $3.5 million restructuring charge related to the closure of its Des Plaines and Elk Grove, Illinois facilities and the transfer of its manufacturing from Des Plaines, Illinois to the Philippines and Mexico.

**** In the third quarter of 2007, the Company recorded a $8.0 million gain on the sale of land in Ireland.

EXHIBIT 21.1

SUBSIDIARIES

Concord Holding (BVI) Co., Ltd. - British Virgin Islands
Concord Semiconductor (Wuxi) Company - China
Dongguan Littelfuse Electronics Co., Ltd - China
Dongguan Wickmann Electrical Products Co. - China
H.I. Immobilien Management GmbH - Germany
H.I. Verwaltungs GmbH - Germany
Heinrich Industrie GmbH - Germany
LF Consorcio S. De R.L. de C.V. - Mexico
Littelfuse Concord Semiconductor, Inc. - Taiwan
Littelfuse da Amazonia, Ltda. - Brazil
Littelfuse do Brasil Ltda. - Brazil
Littelfuse Europe Holding, B.V. - Netherlands
Littelfuse Far East Pte Ltd. - Singapore
Littelfuse GmbH - Germany
Littelfuse GP, Inc. - Delaware
Littelfuse HK Limited - Hong Kong
Littelfuse Holding GmbH - Germany
Littelfuse I L.P. - Delaware
Littelfuse Ireland Development Co., Ltd. - Ireland
Littelfuse Ireland Holding Ltd. - Ireland
Littelfuse Ireland Limited - Ireland
Littelfuse KK - Japan
Littelfuse Phils, Inc. - Philippines
Littelfuse S&L, Inc. - Taiwan
Littelfuse Triad, Inc. - Korea
Littelfuse U.K. Ltd. - United Kingdom
Littelfuse, B.V. - Netherlands
Littelfuse, S.A. de C.V. - Mexico
Rempat Financial B.V. - Netherlands
Rempat Holding B.V. - Netherlands
SurgX Corporation - Delaware
Suzhou Littelfuse OVS Ltd. - China
Teccor de Mexico S.A. de. R.L. de C.V. - Mexico
Teccor Delaware, Inc. - Delaware
Teccor Electronics Mexico Holdings LLC - Delaware
Teccor Electronics, Inc. - Delaware
Wickmann Group, GmbH - Germany
Wickmann-Werke GmbH - Germany
Wilhelm PUDENZ GmbH - Germany

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Annual Report (Form 10-K) of Littelfuse, Inc. of our reports dated February 26, 2008, with respect to the consolidated financial statements of Littelfuse, Inc. and the effectiveness of internal control over financial reporting of Littelfuse, Inc., included in the 2007 Annual Report to Stockholders of Littelfuse, Inc.

Our audit also included the financial statement schedule of Littelfuse, Inc. listed in Item 15(a). This schedule is the responsibility of Littelfuse, Inc. management. Our responsibility is to express an opinion based on our audit. In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also consent to the incorporation by reference in the Registration Statement Form S-8 No. 333-64285 pertaining to the 1993 Stock Plan for Employees and Directors of Littelfuse, Inc., Form S-8 No. 333-134699, pertaining to the Littelfuse Inc. Outside Directors' Stock Option Plan, Form S-8 No. 333-134700 pertaining to the Littelfuse Inc. Equity Incentive Compensation Plan, of our reports dated February 26, 2008, with respect to the consolidated financial statements of Littelfuse, Inc. and the effectiveness of internal control over financial reporting of Littelfuse, Inc., incorporated herein by reference and our report included in the preceding paragraph with respect to the financial statement schedule in this Annual Report (Form 10-K) of Littelfuse, Inc.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
February 26, 2008

EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Gordon Hunter, certify that:

1. I have reviewed this annual report on Form 10-K of Littelfuse Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e))and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f))for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 26, 2008

/s/ Gordon Hunter

Gordon Hunter
Chairman, President and
Chief Executive Officer

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Philip G. Franklin, certify that:

1. I have reviewed this annual report on Form 10-K of Littelfuse Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e))and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f))for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 26, 2008

/s/ Philip G. Franklin

Philip G. Franklin
Vice President, Operations Support
and Chief Financial Officer

EXHIBIT 32.1

LITTELFUSE, INC.

Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of title 18, United States Code), each of the undersigned officers of Littelfuse, Inc. ("the Company") does hereby certify that to his knowledge:

The Annual Report on Form 10-K for the period ended December 29, 2007 of the Company fully complies with the requirements of section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gordon Hunter	/s/ Philip G. Franklin
Chairman, President and Chief Executive Officer	Vice President, Operations Support and Chief Financial Officer