

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED JUNE 27, 2015

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

(State or other jurisdiction  
of incorporation or organization)

36-3795742

(I.R.S. Employer Identification No.)

8755 W. Higgins Road, Suite 500  
Chicago, Illinois

(Address of principal executive offices)

60631

(Zip Code)

(773) 628-1000

(Registrant's telephone number, including area code)

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  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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

As of July 24, 2015, 22,647,323 shares of common stock, \$.01 par value, of the registrant were outstanding.

## TABLE OF CONTENTS

### PART I - FINANCIAL INFORMATION

	<u>Page</u>
Item 1. Financial Statements.	
Condensed Consolidated Balance Sheets as of June 27, 2015 (unaudited) and December 27, 2014	1
Consolidated Statements of Net Income for the periods ended June 27, 2015 (unaudited) and June 28, 2014 (unaudited)	2
Consolidated Statements of Comprehensive Income for the periods ended June 27, 2015 (unaudited) and June 28, 2014 (unaudited)	3
Consolidated Statements of Cash Flows for the periods ended June 27, 2015 (unaudited) and June 28, 2014 (unaudited)	4
Notes to Condensed Consolidated Financial Statements (unaudited)	5
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.	12
Item 3. Quantitative and Qualitative Disclosures About Market Risk.	18
Item 4. Controls and Procedures.	19
<b>PART II - OTHER INFORMATION</b>	
Item 1. Legal Proceedings	20
Item 1A. Risk Factors	20
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	20
Item 3. Defaults Upon Senior Securities	20
Item 4. Mine Safety Disclosures	20
Item 5. Other Information	20
Item 6. Exhibits	21
Signatures	22

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## PART I – FINANCIAL INFORMATION

## Item 1. Financial Statements

**LITTELFUSE, INC.**  
**Condensed Consolidated Balance Sheets**  
(In thousands of USD, except share amounts)

	<u>June 27, 2015</u> (unaudited)	<u>December 27, 2014</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 311,915	\$ 297,571
Short-term investments	3,954	4,302
Accounts receivable, less allowances	151,283	135,356
Inventories	97,735	97,391
Deferred income taxes	17,378	17,481
Prepaid expenses and other current assets	15,357	13,904
Assets held for sale	5,500	5,500
Total current assets	<u>603,122</u>	<u>571,505</u>
Property, plant and equipment:		
Land	5,542	5,697
Buildings	63,546	64,609
Equipment	389,026	370,179
	<u>458,114</u>	<u>440,485</u>
Accumulated depreciation	(291,735)	(281,845)
Net property, plant and equipment	<u>166,379</u>	<u>158,640</u>
Intangible assets, net of amortization:		
Patents, licenses and software	21,449	23,640
Distribution network	17,813	19,428
Customer lists, trademarks and tradenames	58,018	60,605
Goodwill	192,947	196,256
Other investments	14,503	12,056
Deferred income taxes	5,604	5,393
Other assets	19,456	23,303
Total assets	<u>\$ 1,099,291</u>	<u>\$ 1,070,826</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 53,919	\$ 50,793
Accrued payroll	25,501	30,511
Accrued expenses	19,668	13,059
Accrued severance	2,033	790
Accrued income taxes	8,547	9,045
Current portion of accrued post-retirement benefits	11,768	11,768
Current portion of long-term debt	82,250	88,500
Total current liabilities	<u>203,686</u>	<u>204,466</u>
Long-term debt, less current portion	96,993	106,658
Deferred income taxes	11,173	11,076
Accrued post-retirement benefits	5,247	5,147
Other long-term liabilities	14,900	15,814
Total equity	<u>767,292</u>	<u>727,665</u>
Total liabilities and equity	<u>\$ 1,099,291</u>	<u>\$ 1,070,826</u>

Common shares issued and outstanding of 22,725,882 and 22,585,529, at June 27, 2015, and December 27, 2014, respectively.

See accompanying notes.

**LITTELFUSE, INC.**  
**Consolidated Statements of Net Income**  
(In thousands of USD, except per share amounts, unaudited)

	For the Three Months Ended		For the Six Months Ended	
	<u>June 27, 2015</u>	<u>June 28, 2014</u>	<u>June 27, 2015</u>	<u>June 28, 2014</u>
Net sales	\$ 222,021	\$ 220,908	\$ 432,334	\$ 427,767
Cost of sales	<u>136,740</u>	<u>137,913</u>	<u>270,723</u>	<u>266,278</u>
Gross profit	85,281	82,995	161,611	161,489
Selling, general and administrative expenses	38,772	38,328	75,117	72,499
Research and development expenses	7,361	7,810	14,745	15,384
Amortization of intangibles	2,977	3,138	6,030	6,297
	<u>49,110</u>	<u>49,276</u>	<u>95,892</u>	<u>94,180</u>
Operating income	36,171	33,719	65,719	67,309
Interest expense	948	1,228	2,099	2,444
Foreign exchange (gain) loss	(1,292)	2,375	1,825	2,123
Other (income) expense, net	(1,202)	(1,446)	(2,328)	(2,632)
Income before income taxes	37,717	31,562	64,123	65,374
Income taxes	<u>9,033</u>	<u>6,984</u>	<u>15,444</u>	<u>15,407</u>
Net income	<u>\$ 28,684</u>	<u>\$ 24,578</u>	<u>\$ 48,679</u>	<u>\$ 49,967</u>
Net income per share (see Note 7):				
Basic	<u>\$ 1.26</u>	<u>\$ 1.09</u>	<u>\$ 2.15</u>	<u>\$ 2.22</u>
Diluted	<u>\$ 1.26</u>	<u>\$ 1.08</u>	<u>\$ 2.13</u>	<u>\$ 2.20</u>
Weighted average shares and equivalent shares outstanding:				
Basic	<u>22,691</u>	<u>22,579</u>	<u>22,645</u>	<u>22,536</u>
Diluted	<u>22,835</u>	<u>22,750</u>	<u>22,810</u>	<u>22,738</u>
Cash dividends paid per common share	<u>\$ 0.25</u>	<u>\$ 0.22</u>	<u>\$ 0.50</u>	<u>\$ 0.44</u>

See accompanying notes.

**LITTELFUSE, INC.**  
**Consolidated Statements of Comprehensive Income**  
(In thousands of USD, unaudited)

	For the Three Months Ended		For the Six Months Ended	
	<u>June 27, 2015</u>	<u>June 28, 2014</u>	<u>June 27, 2015</u>	<u>June 28, 2014</u>
Net income	\$ 28,684	\$ 24,578	\$ 48,679	\$ 49,967
Other comprehensive income (loss):				
Pension liability adjustments (net of tax of \$385 and \$67, for the three months ended 2015 and 2014, and \$416 and \$160 for the six months ended 2015 and 2014, respectively)	(198)	39	(124)	(5)
Reclassification adjustments to expense, (net of tax of (\$249) and \$0, for the three months ended 2015 and 2014, and (\$498) and \$0 for the six months ended 2015 and 2014, respectively)	985	—	1,971	—
Unrealized gain on investments	1,380	2,276	3,336	3,584
Foreign currency translation adjustments	3,821	6,850	(10,153)	(311)
Comprehensive income	<u>\$ 34,672</u>	<u>\$ 33,743</u>	<u>\$ 43,709</u>	<u>\$ 53,235</u>

See accompanying notes.

**LITTELFUSE, INC.**  
**Consolidated Statements of Cash Flows**  
(In thousands of USD, unaudited)

	For the Six Months Ended	
	June 27, 2015	June 28, 2014
<b>OPERATING ACTIVITIES:</b>		
Net income	\$ 48,679	\$ 49,967
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	14,761	14,459
Amortization of intangibles	6,030	6,297
Stock-based compensation	5,764	5,229
Non-cash inventory charge	—	2,769
Excess tax benefit on share-based compensation	(1,470)	(2,230)
Loss on sale of assets	329	141
Changes in operating assets and liabilities:		
Accounts receivable	(21,266)	(17,871)
Inventories	(1,199)	410
Accounts payable	3,440	2,533
Accrued expenses (including post-retirement)	11,129	(7,578)
Accrued payroll and severance	(3,652)	(7,323)
Accrued taxes	(3,003)	(2,101)
Prepaid expenses and other	2,422	(2,189)
Net cash provided by operating activities	<u>61,964</u>	<u>42,513</u>
<b>INVESTING ACTIVITIES:</b>		
Acquisition of business, net of cash acquired	—	(52,768)
Purchases of property, plant, and equipment	(26,388)	(13,132)
Decrease in entrusted loan receivable	3,519	—
Proceeds from sale of assets	48	37
Net cash used in investing activities	<u>(22,821)</u>	<u>(65,863)</u>
<b>FINANCING ACTIVITIES:</b>		
Proceeds from revolving credit facility	11,000	97,500
Payments of revolving credit facility	(21,000)	(19,500)
Payments of term loan	(2,500)	(2,500)
Payments of entrusted loan	(3,519)	—
Debt issuance costs	(42)	(108)
Cash dividends paid	(11,296)	(9,921)
Purchases of common stock	—	(14,283)
Proceeds from exercise of stock options	6,278	11,101
Excess tax benefit on share-based compensation	1,470	2,230
Net cash (used in) provided by financing activities	<u>(19,609)</u>	<u>64,519</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(5,190)</u>	<u>45</u>
Increase in cash and cash equivalents	14,344	41,214
Cash and cash equivalents at beginning of period	297,571	305,192
Cash and cash equivalents at end of period	<u>\$ 311,915</u>	<u>\$ 346,406</u>

See accompanying notes.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

### 1. Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements of Littelfuse, Inc. and its subsidiaries (the “company”) have been prepared in accordance with U.S. *Generally Accepted Accounting Principles* (GAAP) for interim financial information, the instructions to Form 10-Q and Article 10 of Regulations S-X. Accordingly, certain information and disclosures normally included in the consolidated balance sheet, statements of net income and comprehensive income and cash flows prepared in conformity with U.S. GAAP have been condensed or omitted as permitted by such rules and regulations, although the company believes that the disclosures made are adequate to make the information not misleading. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Operating results for the period ended June 27, 2015 are not necessarily indicative of the results that may be expected for the year ending January 2, 2016. For further information, refer to the company’s consolidated financial statements and the notes thereto incorporated by reference in the company’s Annual Report on Form 10-K for the year ended December 27, 2014. The company evaluated subsequent events through the date of its financial statements when filed with the Securities and Exchange Commission (“SEC”).

### 2. Acquisition of Business

*SymCom, Inc.*

On January 3, 2014, the company acquired 100% of SymCom, Inc. (“SymCom”) for \$52.8 million net of cash acquired. Located in Rapid City, South Dakota, SymCom provides overload relays and pump controllers primarily to the industrial market. The acquisition allows the company to strengthen its position in the relay products market by adding new products and new customers within its Electrical business unit segment. The company funded the acquisition with available cash and proceeds from credit facilities.

The following table sets forth the final purchase price allocation for SymCom acquisition-date net assets, in accordance with the purchase method of accounting with adjustments to record the acquired net assets at their estimated fair values.

SymCom final purchase price allocation (in thousands):	
Cash	\$ 325
Current assets, net	9,154
Property, plant and equipment	11,193
Goodwill	15,018
Trademarks	17,020
Patents	1,500
Other non-current assets	20
Current liabilities	(1,137)
	<u>\$ 53,093</u>

All SymCom goodwill and other assets and liabilities were recorded in the Electrical business unit segment and reflected in the Americas geographical area. The trademarks are being amortized over 15 to 20 years. The patents are being amortized over 16 to 17 years. The goodwill resulting from this acquisition consists largely of the company’s expected future product sales and synergies from combining SymCom’s products with the company’s existing electrical product offerings. Goodwill for the above acquisition is expected to be deductible for tax purposes.

As required by purchase accounting rules, the company initially recorded a \$2.6 million step-up of inventory to its fair value as of the acquisition date based on the preliminary valuation. During the first quarter of 2014, as a portion of this inventory was sold, cost of goods sold included a \$1.4 million non-cash charge for this step-up.

Pro forma financial information is not presented for the SymCom acquisition due to amounts not being materially different than actual results.

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**3. Inventories**

The components of inventories at June 27, 2015 and December 27, 2014 are as follows (in thousands):

	<b>June 27, 2015</b>	December 27, 2014
Raw material	\$ 33,193	\$ 29,756
Work in process	16,404	15,164
Finished goods	48,138	52,471
Total inventories	<u>\$ 97,735</u>	<u>\$ 97,391</u>

**4. Other Investments**

The company's other investments represent shares of Polytronics Technology Corporation Ltd. ("Polytronics"), a Taiwanese company. The Polytronics investment was acquired as part of the Heinrich Companies acquisition in 2004. The fair value of the Polytronics investment was €12.9million (approximately \$14.5 million) at June 27, 2015 and €9.9 million (approximately \$12.1 million) at December 27, 2014. Included in 2015 other comprehensive income is an unrealized gain of \$3.4 million, due to the increase in fair market value of the Polytronics investment. The remaining movement was due to the impact of changes in exchange rates.

**5. Debt**

The carrying amounts of debt at June 27, 2015 and December 27, 2014 are as follows (in thousands):

	<b>June 27, 2015</b>	December 27, 2014
Term loan	\$ 91,250	\$ 93,750
Revolving credit facility	73,500	83,500
Entrusted loan	14,493	17,908
Total debt	179,243	195,158
Less: Current maturities	82,250	88,500
Total long-term debt	<u>\$ 96,993</u>	<u>\$ 106,658</u>

The company currently has a credit agreement with J.P Morgan Securities LLC for up to \$375.0 million which consists of an unsecured revolving credit facility of \$275.0 million and an unsecured term loan of \$100.0 million. The credit agreement, effective May 31, 2013, is for a five year period. The company incurred debt issuance costs of \$0.1 million which will be amortized over the life of the existing credit agreement. As of June 27, 2015, the company had available \$200.9 million of borrowing capacity under the revolving credit agreement at an interest rate of LIBOR plus 1.0% (1.19% as of June 27, 2015). At June 27, 2015, the company was in compliance with all covenants under the revolving credit facility.

*Entrusted Loan*

During the fourth quarter of 2014, the company entered into an entrusted loan arrangement ("Entrusted Loan") of RMB 110.0 million (approximately \$17.9 million) between two of its China legal entities, Littelfuse Semiconductor (Wuxi) Company (the "Lender") and Suzhou Littelfuse OVS Ltd. (the "Borrower"), utilizing Bank of America, N.A., Shanghai Branch as agent. Direct borrowing and lending between two commonly owned commercial entities is strictly forbidden under China's regulations requiring the use of a third party agent to enable loans between Chinese legal entities. As a result, the Entrusted Loan is reflected as both a long-term asset and long-term debt on the company's Consolidated Balance Sheets and is reflected in the investing and financing activities in its Consolidated Statements of Cash Flows. Interest expense and interest income will be recorded between the lender and borrower with no net impact on the company's Consolidated Statements of Income since the amounts will be offsetting. The loan interest rate per annum is 5.25%. The Entrusted Loan is used to finance the operation and working capital needs of the borrower and matures in November 2019.

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**6. Fair Value of Assets and Liabilities**

In determining fair value, the company uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

Applicable accounting literature establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Applicable accounting literature defines levels within the hierarchy based on the reliability of inputs as follows:

Level 1—Valuations based on unadjusted quoted prices for identical assets or liabilities in active markets;

Level 2—Valuations based on quoted prices for similar assets or liabilities or identical assets or liabilities in less active markets, such as dealer or broker markets; and

Level 3—Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable, such as pricing models, discounted cash flow models and similar techniques not based on market, exchange, dealer or broker-traded transactions.

Following is a description of the valuation methodologies used for instruments measured at fair value and their classification in the valuation hierarchy.

*Investment in Polytronics*

The company holds an investment in the equity securities of Polytronics as described in Note 4. Equity securities listed on a national market or exchange are valued at the last sales price. Such securities are classified within Level 1 of the valuation hierarchy.

There were no changes during the six months ended June 27, 2015 to the company's valuation techniques used to measure asset and liability fair values on a recurring basis. As of June 27, 2015 and December 27, 2014 the company held no non-financial assets or liabilities that are required to be measured at fair value on a recurring basis.

The following table presents assets measured at fair value by classification within the fair value hierarchy as of June 27, 2015 (in thousands):

	<b>Fair Value Measurements Using</b>			<b>Total</b>
	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	
Investment in Polytronics	\$ 14,503	\$ —	\$ —	\$ 14,503
Total	<u>\$ 14,503</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 14,503</u>

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**6. Fair Value of Assets and Liabilities, continued**

The following table presents assets measured at fair value by classification within the fair value hierarchy as of December 27, 2014 (in thousands):

	<b>Fair Value Measurements Using</b>			<b>Total</b>
	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	
Investment in Polytronics	\$ 12,056	\$ —	\$ —	\$ 12,056
Total	<u>\$ 12,056</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 12,056</u>

The company's other financial instruments include cash and cash equivalents, short-term investments, accounts receivable, accounts payable and debt. The carrying amounts of cash and cash equivalents, short-term investments, accounts receivable, accounts payable and debt approximate their fair values. The company's debt fair value approximates book value at June 27, 2015 and December 27, 2014, respectively, as the variable interest rates fluctuate along with market interest rates.

**7. Earnings per Share**

The following table sets forth the computation of basic and diluted earnings per share for the periods ended June 27, 2015 and June 28, 2014 (in thousands except per share amounts).

	For the Three Months Ended		For the Six Months Ended	
	<u>June 27, 2015</u>	<u>June 28, 2014</u>	<u>June 27, 2015</u>	<u>June 28, 2014</u>
Net income	<u>\$ 28,684</u>	<u>\$ 24,578</u>	<u>\$ 48,679</u>	<u>\$ 49,967</u>
Average shares outstanding - Basic	<u>22,691</u>	22,579	<u>22,645</u>	22,536
Net effect of dilutive stock options and restricted share units	<u>144</u>	171	<u>165</u>	202
Average shares - Diluted	<u>22,835</u>	<u>22,750</u>	<u>22,810</u>	<u>22,738</u>
Net income per share:				
Basic	<u>\$ 1.26</u>	<u>\$ 1.09</u>	<u>\$ 2.15</u>	<u>\$ 2.22</u>
Diluted	<u>\$ 1.26</u>	<u>\$ 1.08</u>	<u>\$ 2.13</u>	<u>\$ 2.20</u>

Potential shares of common stock relating to stock options excluded from the earnings per share calculation because their effect would be anti-dilutive were 113,878 and 46,190 for the three months ended June 27, 2015 and June 28, 2014 and 90,875 and 22,708 for the six months ended June 27, 2015 and June 28, 2014, respectively.

**8. Income Taxes**

The effective tax rate for the second quarter of 2015 was 23.9% compared to an effective tax rate of 22.1% in the second quarter of 2014. The effective tax rate for the six months ended June 27, 2015 was 24.1% as compared to an effective tax rate of 23.6% for the six months ended June 28, 2014. The effective tax rates for both the second quarter and six month periods of 2015 and 2014 are lower than the U.S. statutory tax rate primarily due to the result of more income earned in low tax jurisdictions.

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**8. Income Taxes, continued**

The company has restructured the legal ownership of its Mexican manufacturing operations as of June 28, 2015. Although the transaction was completed in the third quarter, the company considered the impact on the effective tax rate for the second quarter and determined such impact was not material.

**9. Pensions**

The components of net periodic benefit cost for the three and six months ended June 27, 2015, compared with the three and six months ended June 28, 2014, were (in thousands):

	U.S. Pension Benefits				Foreign Plans			
	Three Months Ended		Six Months Ended		Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Service cost	\$ 250	\$ 150	\$ 500	\$ 300	\$ 315	\$ 311	\$ 630	\$ 622
Interest cost	1,031	971	2,062	1,942	513	592	1,026	1,183
Expected return on plan assets	(916)	(1,411)	(1,832)	(2,822)	(601)	(573)	(1,201)	(1,146)
Amortization of net loss	290	137	580	274	62	47	123	95
Total cost (credit) of the plan	655	(153)	1,310	(306)	289	377	578	754
Expected plan participants' contribution	-	-	-	-	-	-	-	-
<b>Net periodic benefit cost (credit)</b>	<b>\$ 655</b>	<b>\$ (153)</b>	<b>\$ 1,310</b>	<b>\$ (306)</b>	<b>\$ 289</b>	<b>\$ 377</b>	<b>\$ 578</b>	<b>\$ 754</b>

The expected rate of return assumption on domestic pension assets is 3.90% and 6.75% in 2015 and 2014, respectively. The expected return on foreign pension assets is 5.39% and 5.14% in 2015 and 2014, respectively.

*Plan Termination*

The company received approval from the IRS on April 14, 2015 on its Application for Determination for Terminating Plan to terminate the U.S. defined benefit pension plan, the Littelfuse Inc. Retirement Plan, effective July 30, 2014. The current liability balance of \$11.8 million at June 27, 2015, represents the projected cost to settle the plan's liability in conjunction with the upcoming plan termination. Settlement is expected to occur during the third quarter of 2015.

**10. Business Unit Segment Information**

The company and its subsidiaries design, manufacture and sell circuit protection devices throughout the world. The company reports its operations by the following business unit segments: Electronics, Automotive, and Electrical. Each operating segment 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 CEO 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 balance sheet 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 (loss) 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.

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**10. Business Unit Segment Information, continued**

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 is the company’s President and Chief Executive Officer (“CEO”)

Business unit segment information for the three and six months ended June 27, 2015 and June 28, 2014 are summarized as follows (in thousands):

	For the Three Months Ended		For the Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
<b>Net sales</b>				
Electronics	\$ 105,553	\$ 109,947	\$ 204,933	\$ 205,972
Automotive	85,918	82,042	169,989	164,444
Electrical	30,550	28,919	57,412	57,351
<b>Total net sales</b>	<b>\$ 222,021</b>	<b>\$ 220,908</b>	<b>\$ 432,334</b>	<b>\$ 427,767</b>

**Depreciation and amortization**

Electronics	\$ 5,775	\$ 5,530	\$ 11,573	\$ 10,900
Automotive	3,303	3,646	6,639	7,174
Electrical	1,295	1,414	2,579	2,682
<b>Total depreciation and amortization</b>	<b>\$ 10,373</b>	<b>\$ 10,590</b>	<b>\$ 20,791</b>	<b>\$ 20,756</b>

**Operating income (loss)**

Electronics	\$ 22,167	\$ 25,634	\$ 40,832	\$ 45,005
Automotive	12,699	11,049	23,870	22,931
Electrical	4,709	571	7,439	4,317
Other <sup>(1)</sup>	(3,404)	(3,535)	(6,422)	(4,944)
<b>Total operating income</b>	<b>36,171</b>	<b>33,719</b>	<b>65,719</b>	<b>67,309</b>
Interest expense	948	1,228	2,099	2,444
Foreign exchange (gain) loss	(1,292)	2,375	1,825	2,123
Other (income) expense, net	(1,202)	(1,446)	(2,328)	(2,632)
<b>Income before income taxes</b>	<b>\$ 37,717</b>	<b>\$ 31,562</b>	<b>\$ 64,123</b>	<b>\$ 65,374</b>

(1) For the three months ended June 27, 2015, “Other” consists of restructuring costs (\$2.5 million), acquisition expenses (\$0.2 million) and pension wind-up costs (\$0.7 million). For the six months ended June 27, 2015, “Other” consist of restructuring costs (\$4.8 million), acquisition expenses (\$0.3 million) and pension wind-up costs (\$1.3 million).

The company’s significant net sales by country for the three and six months ended June 27, 2015 and June 28, 2014 are summarized as follows (in thousands):

	For the Three Months Ended(a)		For the Six Months Ended(a)	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
United States	\$ 89,608	\$ 80,492	\$ 172,981	\$ 152,366
China	49,920	39,987	94,349	77,200
Other countries	82,493	100,429	165,004	198,201
<b>Total</b>	<b>\$ 222,021</b>	<b>\$ 220,908</b>	<b>\$ 432,334</b>	<b>\$ 427,767</b>

(a) Sales by country represent sales to customer or distributor locations.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

10. Business Unit Segment Information, continued

The company's significant long-lived assets and additions to long-lived assets by country as of June 27, 2015 and December 27, 2014 are summarized as follows (in thousands):

	Long-lived assets <sup>(b)</sup>	
	June 27, 2015	December 27, 2014
United States	\$ 34,129	\$ 34,179
Mexico	46,052	47,936
China	40,416	40,981
Other countries	45,782	35,544
Total	\$ 166,379	\$ 158,640

(b) Long-lived assets consists of net property, plant and equipment.

The company's additions to long-lived assets for the six months ended June 27, 2015 and June 28, 2014 are summarized as follows (in thousands):

	Additions to long-lived assets	
	June 27, 2015	June 28, 2014
United States	\$ 6,615	\$ 3,309
Mexico	4,190	4,694
China	4,080	2,506
Other countries	11,503	2,623
Total	\$ 26,388	\$ 13,132

11. Accumulated Other Comprehensive Income (Loss) (AOCI)

The following table sets forth the changes in the components of AOCI by component (in thousands):

AOCI component	Balance at December 27, 2014	Other comprehensive income (loss) activity	Reclassification adjustment for expense included in net income	Balance at June 27, 2015
Pension liability adjustment <sup>(a)</sup>	\$ (29,615)	\$ (124)	\$ 1,971	\$ (27,768)
Unrealized gain on investments <sup>(b)</sup>	10,791	3,336	—	14,127
Foreign currency translation adjustment	(2,302)	(10,153)	—	(12,455)
AOCI (loss) income	\$ (21,126)	\$ (6,941)	\$ 1,971	\$ (26,096)

(a) Balances are net of tax of \$12,055 and \$12,857 for 2015 and 2014, respectively.

(b) Balances are net of tax of \$0 and \$0 for 2015 and 2014, respectively.

## **Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

### **Littelfuse Overview**

Littelfuse, Inc. and its subsidiaries (the “company” or “Littelfuse”) is the worldwide leader in circuit protection offering the industry’s broadest and deepest portfolio of circuit protection products and solutions. The company’s devices protect products in virtually every market that uses electrical energy, from consumer electronics to automobiles to industrial equipment. The company’s worldwide revenue in 2014 was \$852.0 million and net earnings were \$99.4 million. The company conducts its business through three reportable segments, which are defined by markets and consist of Electronics, Automotive, and Electrical. The company’s customer base includes original equipment manufacturers, tier one automotive suppliers and distributors.

In addition to protecting and growing its core circuit protection business, Littelfuse has been investing in power control and sensing technologies. These newer platforms combined with the company’s strong balance sheet and operating cash flow, provide opportunities for increased organic and acquisition growth. In 2012, the company set a five-year strategic plan to grow annual sales at 15% per year; 5% organically and 10% through acquisitions.

To maximize shareholder value, the company’s primary strategic goals are to:

- Grow organically faster than its markets;
- Double the pace of acquisitions;
- Sustain high-teens operating margins;
- Improve return on investment; and
- Return excess cash to shareholders.

The company serves markets that are directly impacted by global economic trends with significant exposures to the consumer electronics, automotive, industrial and mining end markets. The company’s results will be impacted positively or negatively by changes in these end markets.

### **Electronics Segment**

The Electronics segment sells passive and semiconductor components and modules as well as sensors primarily into the global consumer electronics, general industrial and telecommunications markets. The core electronics markets are characterized by significant Asia competition and price erosion. As a result, the company is focusing additional efforts on higher growth, less price sensitive niche markets (such as LED lighting) and higher-power industrial applications.

### **Automotive Segment**

The Automotive segment is comprised of passenger vehicle circuit protection, commercial vehicle products and sensors for vehicle applications. The primary growth drivers for these businesses are increasing global demand for passenger and commercial vehicles and increasing content per vehicle for both circuit protection and sensing products. The move away from internal combustion engines to hybrid and electric drive systems that require more circuit protection is expected to be an additional growth driver.

### **Electrical Segment**

The Electrical segment derives its revenues from power fuses, protection relays and custom products selling primarily into the industrial, mining, solar and oil and gas markets. Custom products sales, after several years of strong growth, have declined due to the completion of several large Canadian potash mining projects. The company has expanded this business by moving into new markets such as non-potash mining and oil and gas. Protection relay sales have also slowed due to the general slowdown in the global mining market.

The following table is a summary of the company's net sales by business unit and geography:

**Net Sales by Business Unit and Geography (in thousands, unaudited)**

	Second Quarter			Year-to-Date		
	2015	2014	% Change	2015	2014	% Change
<b>Business Unit</b>						
Electronics	\$ 105,553	\$ 109,947	(4%)	\$ 204,933	\$ 205,972	(1%)
Automotive	85,918	82,042	5%	169,989	164,444	3%
Electrical	30,550	28,919	6%	57,412	57,351	0%
<b>Total</b>	<b>\$ 222,021</b>	<b>\$ 220,908</b>	<b>1%</b>	<b>\$ 432,334</b>	<b>\$ 427,767</b>	<b>1%</b>
<b>Geography<sup>(a)</sup></b>						
Americas	\$ 103,033	\$ 95,874	7%	\$ 200,087	\$ 185,025	8%
Europe	39,125	44,296	(12%)	78,093	88,223	(11%)
Asia-Pacific	79,863	80,738	(1%)	154,154	154,519	(0%)
<b>Total</b>	<b>\$ 222,021</b>	<b>\$ 220,908</b>	<b>1%</b>	<b>\$ 432,334</b>	<b>\$ 427,767</b>	<b>1%</b>

(a) Sales by geography represent sales to customer or distributor locations.

*Results of Operations – Second Quarter, 2015 compared to 2014*

The following table summarizes the company's consolidated results of operations for the periods presented. During the second quarter of 2015, there was approximately \$3.4 million of special charges (\$6.4 million year-to-date) consisting of \$0.9 million (\$1.9 million year-to-date) related to the company's transfer of its reed sensor manufacturing from the U.S. to the Philippines, \$1.7 million (\$2.9 million year-to-date) related to internal legal restructuring, \$0.2 million (\$0.3 million year-to-date) related to acquisition costs and \$0.7 million (\$1.3 million year-to-date) of expense related to the planned termination of the U.S. pension as described in Note 9.

(In thousands, unaudited)	Second Quarter			Year-to-Date		
	2015	2014	% Change	2015	2014	% Change
Sales	\$ 222,021	\$ 220,908	1%	\$ 432,334	\$ 427,767	1%
Gross Profit	85,281	82,995	3%	161,611	161,489	0%
Operating expense	49,110	49,276	(0%)	95,892	94,180	2%
Operating income	36,171	33,719	7%	65,719	67,309	(2%)
Other (income) expense, net	(1,202)	(1,446)	(17%)	(2,328)	(2,632)	(12%)
Income before income taxes	37,717	31,562	20%	64,123	65,374	(2%)
Net income	\$ 28,684	\$ 24,578	17%	\$ 48,679	\$ 49,967	(3%)

Net sales increased \$1.1 million or 1% to \$222.0 million in the second quarter of 2015 compared to \$220.9 million in the second quarter of 2014 due primarily to growth in automotive and electrical sales, offset by lower electronics sales. The company also experienced \$11.3 million in unfavorable foreign currency effects in the second quarter of 2015 as compared to the second quarter of 2014. The unfavorable foreign currency impact primarily resulted from sales denominated in the euro. Excluding currency effects, net sales increased \$12.4 million or 6% year-over-year.

Electronics sales decreased \$4.4 million or 4% to \$105.6 million in the second quarter of 2015 compared to \$109.9 million in the second quarter of 2014 due primarily to lower sales of semiconductor and sensor products. The electronics segment experienced \$3.6 million in unfavorable currency effects in the second quarter of 2015 primarily from sales denominated in euros. Excluding currency effects, net sales decreased \$0.8 million or 1% year-over-year.

Automotive sales increased \$3.9 million or 5% to \$85.9 million in the second quarter of 2015 compared to \$82.0 million in the second quarter of 2014 due to strong growth for sensors and commercial vehicle products partially offset by lower fuse sales. The automotive segment experienced \$6.6 million in unfavorable currency effects in the second quarter of 2015 primarily due to sales denominated in euros. Excluding currency effects, net sales increased \$10.5 million or 13% year-over-year.

Electrical sales increased \$1.6 million or 6% to \$30.6 million in the second quarter of 2015 compared to \$28.9 million in the second quarter of 2014 as higher fuse and custom sales were offset by weaker relay sales. The electrical segment experienced \$1.0 million in unfavorable currency effects in the second quarter of 2015 primarily from sales denominated in Canadian dollars and the euro. Excluding currency effects, net sales increased \$2.6 million or 9% year-over-year.

On a geographic basis, sales in the Americas increased \$7.2 million or 7% to \$103.0 million in the second quarter of 2015 compared to \$95.9 million in the second quarter of 2014 due primarily to strong growth in auto and electrical sales offset by \$0.6 million in unfavorable currency effects from sales denominated in Canadian dollars. Excluding currency effects, the Americas sales increased \$7.8 million or 8%.

Europe sales decreased \$5.2 million or 12% to \$39.1 million in the second quarter of 2015 compared to \$44.3 million in the second quarter of 2014 mainly due to \$10.3 million in unfavorable currency effects reflecting a decline in the euro during the current year quarter. Excluding currency effects, Europe sales increased \$5.2 million or 12% reflecting strong demand for automotive products.

Asia-Pacific sales decreased \$0.9 million or 1% to \$79.9 million in the second quarter of 2015 compared to \$80.7 million in the second quarter of 2014 due to a decline in electronics and electrical products and \$0.3 million in unfavorable currency effects offset by strong demand for automotive products. Excluding currency effects, Asia-Pacific sales increased \$0.6 million or 1% year-over-year.

Gross profit was \$85.3 million or 38% of net sales for the second quarter of 2015 compared to \$83.0 million or 38% of net sales in the same quarter last year. Gross profit for the second quarter of 2015 included \$0.9 million of charges related to the transfer of the company's reed switch production from the U.S. and China to the Philippines. Gross profit for the second quarter of 2014 included a \$1.4 million non-cash charge to cost of goods sold for inventory that was stepped up to fair value as a result of the SymCom acquisition and \$2.0 million in severance charges resulting from restructuring at the Hamlin-Mexico plant. Excluding the impact of these charges, gross profit was 39% of net sales for both the second quarter of 2015 and 2014.

Total operating expense was \$49.1 million or 22% of net sales for the second quarter of 2015 compared to \$49.3 million or 22% of net sales for the same quarter in 2014. The slight decrease in operating expenses primarily reflects lower research and development costs offset by higher internal legal restructuring costs and costs related to the wind-up of the U.S. pension plan.

Operating income for the second quarter of 2015 was approximately \$36.2 million compared to operating income of \$33.7 million for the same quarter in 2014 primarily as a result of higher sales and slightly lower operating expenses as described above.

Interest expense was \$0.9 million in the second quarter of 2015 and \$1.2 million in the second quarter of 2014 and reflects interest incurred for borrowing on the company's credit agreement.

Foreign exchange loss (gain), reflecting net gains and losses resulting from the effect of exchange rate changes on various foreign currency transactions worldwide, was approximately \$1.3 million of income for the second quarter of 2015 as compared to \$2.4 million of expense for the second quarter of 2014 and primarily reflects fluctuations in the euro and Philippine peso against the U.S. dollar.

Other (income) expense, net, consisting of interest income, royalties and non-operating income items was approximately \$1.2 million of income for second quarter of 2015 and \$1.5 million of income for the second quarter of 2014.

Income before income taxes was \$37.7 million for the second quarter of 2015 compared to \$31.6 million for the second quarter of 2014. Income tax expense was \$9.0 million with an effective tax rate of 23.9% for the second quarter of 2015 compared to income tax expense of \$7.0 million with an effective tax rate of 22.1% in the second quarter of 2014. The effective tax rates for both the second quarter of 2015 and 2014 are lower than the U.S. statutory tax rate primarily due to more income earned in low tax jurisdictions.

Net income for the second quarter of 2015 was \$28.7 million or \$1.26 per diluted share compared to net income of \$24.6 million or \$1.08 per diluted share for the same quarter of 2014.

#### *Results of Operations – Six months, 2015 compared to 2014*

Net sales increased \$4.6 million or 1% to \$432.3 million for the first six months of 2015 compared to \$427.8 million in the first six months of 2014 due primarily to strong growth in automotive products, partially offset by lower electronics sales. The company also experienced \$21.2 million in unfavorable foreign currency effects in the first six months of 2015 as compared to 2014 primarily resulting from sales denominated in the euro. Excluding currency effects, net sales increased \$25.7 million or 6% year-over-year.

Electronics sales decreased \$1.0 million or 1% to \$204.9 million for the first six months of 2015 compared to \$206.0 million in the first six months of 2014 due primarily to negative currency effects offset by strong growth for fuse products. The electronics segment experienced \$6.6 million in unfavorable currency effects in the first six months of 2015 primarily from sales denominated in euro. Excluding currency effects, net sales increased \$5.5 million or 3% year-over-year.

Automotive sales increased \$5.5 million or 3% to \$170.0 million in the first six months of 2015 compared to \$164.4 million in the first six months of 2014 due to strong growth for sensors and commercial vehicle products offset by lower fuse sales. The automotive segment experienced \$12.5 million in unfavorable currency effects in the first six months of 2015 primarily due to sales denominated in euros. Excluding currency effects, net sales increased \$18.1 million or 11% year-over-year.

Electrical sales, before currency effects, were flat year-over year at \$57.4 million in the first six months of 2015 compared to \$57.4 million in the first six months of 2014 as higher custom and fuse sales were offset by weaker relay sales. The electrical segment experienced \$2.1 million in unfavorable currency effects in the first six months of 2015 primarily from sales denominated in Canadian dollars and the euro. Excluding currency effects, net sales increased \$2.1 million or 4% year-over-year.

On a geographic basis, sales in the Americas increased \$15.1 million or 8% to \$200.1 million in the first six months of 2015 compared to \$185.0 million in the first six months of 2014 due primarily to strong growth in auto and electronics sales offset by \$1.3 million in unfavorable currency effects from sales denominated in Canadian dollars. Excluding currency effects, the Americas sales increased \$16.4 million or 9%.

Europe sales decreased \$10.1 million or 11% to \$78.1 million in the first six months of 2015 compared to \$88.2 million in the first six months of 2014 mainly due to \$19.2 million in unfavorable currency effects reflecting a decline in the euro during the first six months. Excluding currency effects, Europe sales increased \$9.1 million or 10% reflecting strong demand for automotive products.

Asia-Pacific sales decreased \$0.4 million or less than 1% to \$154.2 million in the first six months of 2015 compared to \$154.5 million in the first six months of 2014 due primarily to strong demand for automotive products offset by lower electronics sales and unfavorable currency effects of \$0.6 million. Excluding currency effects, Asia-Pacific sales increased \$0.3 million or less than 1% year-over-year.

Gross profit was \$161.6 million or 37% of net sales for the first six months of 2015 compared to \$161.5 million or 38% of net sales for the first six months of 2014. Gross profit for the first six months of 2015 included \$1.9 million of charges related to the transfer of the company's reed switch production from the U.S. and China to the Philippines. Gross profit for the first six months of 2014 included a \$2.8 million non-cash charge to cost of goods sold for inventory that was stepped up to fair value as a result of the SymCom acquisition and \$2.0 million in severance charges resulting from restructuring at the Hamlin-Mexico plant. Excluding the impact of these charges, gross profit was 38% of net sales for the first six months of 2015 as compared to 39% for the first six months of 2014. The decrease in gross profit margin compared to the prior year was primarily attributable to foreign exchange losses primarily due to the decline in the euro.

Total operating expense was \$95.9 million or 22% of net sales for the first six months of 2015 compared to \$94.2 million or 22% of net sales for the first six months of 2014. The increase in operating expenses primarily reflects higher wage and benefit costs, internal legal restructuring costs and costs related to the wind-up of the U.S. pension plan offset by lower amortization of intangibles and research and development costs

Operating income for the first six months of 2015 was approximately \$65.7 million compared to operating income of \$67.3 million for the first six months of 2014, primarily as a result of the negative impact of foreign exchange on sales and gross profit as discussed above.

Interest expense was \$2.1 million for the first six months of 2015 compared to \$2.4 million for the first six months of 2014 and reflects interest for borrowing on the company's credit agreement.

Foreign exchange loss (gain), reflecting net gains and losses resulting from the effect of exchange rate changes on various foreign currency transactions worldwide, was approximately \$1.8 million of expense for the first six months of 2015 compared to \$2.1 million of expense for the first six months of 2014 and primarily reflects fluctuations in the euro and Philippine peso against the U.S. dollar.

Other (income) expense, net, consisting of interest income, royalties and non-operating income items was approximately \$2.3 million of income for the first six months of 2015 compared to \$2.6 million of income for the first six months of 2014.

Income before income taxes was \$64.1 million for the second quarter of 2015 compared to \$65.4 million for the first six months of 2014. Income tax expense was \$15.4 million with an effective tax rate of 24.1% for the first six months of 2015 compared to income tax expense of \$15.4 million with an effective tax rate of 23.6% in the first six months of 2014. The effective tax rates for both 2015 and 2014 are lower than the U.S. statutory tax rate primarily due to more income earned in low tax jurisdictions.

Net income for the first six months of 2015 was \$48.7 million or \$2.13 per diluted share compared to net income of \$50.0 million or \$2.20 per diluted share for the same period of 2014.

#### *Liquidity and Capital Resources*

As of June 27, 2015, \$302.1 million of the \$311.9 million of the company's cash and cash equivalents was held by foreign subsidiaries. Of the \$302.1 million held by foreign subsidiaries, approximately \$17.7 million could be repatriated with minimal tax consequences. The company expects to maintain its foreign cash balances (other than the aforementioned \$17.7 million) for local operating requirements, to provide funds for future capital expenditures and for potential acquisitions. The company does not expect to repatriate these funds to the U.S.

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 the company's operations and its debt obligations for the foreseeable future.

#### *Revolving Credit Facilities*

In 2013, the company entered into a credit agreement with J.P. Morgan Securities LLC for up to \$325.0 million which consists of an unsecured revolving credit facility of \$225.0 million and an unsecured term loan of \$100.0 million. The credit agreement is for a five year period.

On January 30, 2014, the company increased the unsecured revolving credit facility by \$50.0 million thereby increasing the total revolver borrowing capacity from \$225.0 million to \$275.0 million. At June 27, 2015, the company had available \$200.9 million of borrowing capacity under the revolving credit agreement at an interest rate of LIBOR plus 1.0% (1.19% as of June 27, 2015).

This arrangement 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 and leverage. At June 27, 2015, the company was in compliance with all covenants under the revolving credit facility.

The company also had \$0.6 million outstanding in letters of credit at June 27, 2015. No amounts were drawn under these letters of credit at June 27, 2015.

#### *Entrusted Loan*

During the fourth quarter of 2014, the company entered into an entrusted loan arrangement (“Entrusted Loan”) of RMB 110.0 million (approximately \$17.9 million) between two of its China legal entities, Littelfuse Semiconductor (Wuxi) Company (the “*Lender*”) and Suzhou Littelfuse OVS Ltd. (the “*Borrower*”), utilizing Bank of America, N.A., Shanghai Branch as agent. Direct borrowing and lending between two commonly owned commercial entities is strictly forbidden under China’s regulations requiring the use of a third party agent to enable loans between Chinese legal entities. As a result, the Entrusted Loan is reflected as both a long-term asset and long-term debt on the company’s Consolidated Balance Sheets and is reflected in the investing and financing activities in its Consolidated Statements of Cash Flows. Interest expense and interest income will be recorded between the lender and borrower with no net impact on the company’s Consolidated Statements of Net Income since the amounts will be offsetting. The loan interest rate per annum is 5.25%. The Entrusted Loan is used to finance the operation and working capital needs of the borrower and matures in November 2019. The balance of the Entrusted Loan was RMB 88.5 million (approximately \$14.5 million) at June 27, 2015.

#### *Cash Flow*

The company started 2015 with \$297.6 million of cash and cash equivalents. Net cash provided by operating activities was approximately \$62.0 million for the first six months of 2015 reflecting \$48.7 million in net income and \$25.4 million in non-cash adjustments (primarily \$20.8 million in depreciation and amortization) offset by \$12.1 million in net changes to various operating assets and liabilities.

Changes in operating assets and liabilities for the first six months of 2015 (including short-term and long-term items) that impacted cash flows negatively consisted of increases in accounts receivable (\$21.3 million) and inventory (\$1.2 million), and decreases in accrued payroll and severance (\$3.7 million) and accrued and deferred taxes (\$3.0 million). The increase in accounts receivable was due to increased sales in the first six months of 2015. The decrease in accrued payroll and severance was due primarily to payouts for the 2014 management incentive plan which occurred in the first quarter. Other changes having a positive impact on cash flows were increases in prepaid and other assets (\$2.4 million), accounts payable (\$3.4 million) and accrued expenses (\$11.1 million).

Net cash used in investing activities was approximately \$22.8 million for the first six months of 2015 and represented capital spending (\$26.4 million) offset by a reduction in the entrusted loan receivable (\$3.5 million) (see Note 5) .

Net cash used in financing activities was approximately \$19.6 million and included \$12.5 million in net payments on borrowings from the company’s credit agreement, \$3.5 million in payments on the entrusted loan (see Note 5) and dividends paid of \$11.3 million offset by \$7.7 million from the exercise of stock options including tax benefits. The effects of exchange rate changes decreased cash and cash equivalents by approximately \$5.2 million. The net cash provided by operating activities combined with the effects of exchange rate changes less net cash used in investing and financing activities resulted in a \$14.3 million increase in cash, which left the company with a cash and cash equivalents balance of \$311.9 million at June 27, 2015.

The ratio of current assets to current liabilities was 3.0 at the end of the second quarter of 2015 compared to 2.8 at year-end 2014 and 2.2 at the end of the second quarter of 2014. Days sales outstanding in accounts receivable was approximately 62 days at the end of the second quarter of 2015 compared to 60 days at the end of the second quarter of 2014 and 60 days at year-end 2014. Days inventory outstanding was approximately 65 days at the end of the second quarter of 2015 compared to 68 days at the year-end 2014 and 64 days at end of the second quarter of 2014.

## Outlook

Sales are expected to be flat sequentially in the third quarter of 2015 due to expected less-than-normal seasonal strength for electronics while the electrical business continues to improve and automotive trends remain solid despite slowing growth in global car production. The mining sector is expected to remain weak at least through the remainder of this year. Foreign currency effects are expected to remain volatile. The company issued the following guidance for the third quarter of 2015:

- Sales for the third quarter of 2015 are expected to be in the range of \$211 to \$221 million. At the midpoint, this is flat with the prior year quarter or approximately 4% growth on a constant currency basis.
- The full year effective tax rate is expected to be approximately 23.5%, although this assumes that Congress approves the R&D credit and the “look-through” provision for 2015 as it did in 2014. Until such time, the rate is expected to be about 50 basis points higher.
- Earnings for the third quarter of 2015 are expected to be in the range of \$1.24 to \$1.36 per diluted share. This includes negative currency effects of approximately \$0.10 compared to the prior year.
- Although capital expenditures through the first six months of the year are \$26.4 million, it is expected that spending will slow down in the second half resulting in full year capital expenditures of approximately \$40 to \$45 million.

### *Cautionary Statement Regarding Forward-Looking Statements Under the Private Securities Litigation Reform Act of 1995 (“PSLRA”).*

The statements in this section and the other sections of this report that are not historical facts are intended to constitute “forward-looking statements” entitled to the safe-harbor provisions of the PSLRA. 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 reserves, 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 less than assumed, integration of acquisitions and other risks which may be detailed in the company’s other Securities and Exchange Commission filings. Should one or more of these risks or uncertainties materialize or should the underlying assumptions prove incorrect, actual results and outcomes may differ materially from those indicated or implied in the forward-looking statements. This report should be read in conjunction with information provided in the financial statements appearing in the company’s Annual Report on Form 10-K for the year ended December 27, 2014. For a further discussion of the risk factors of the company, please see Item 1A. “Risk Factors” to the company’s Annual Report on Form 10-K for the year ended December 27, 2014.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk.**

The company is exposed to market risk from changes in interest rates, foreign exchange rates and commodity prices.

#### *Interest Rates*

The company had \$164.8 million in debt outstanding at June 27, 2015 related to the unsecured revolving credit facility and term loan. 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 insignificant relative to earnings.

#### *Foreign Exchange Rates*

The majority of the company’s operations consist of manufacturing and sales activities in foreign countries. The company has manufacturing facilities in the U.S., Mexico, Canada, Denmark, China, Lithuania and the Philippines. During the first six months of 2015, sales to customers outside the U.S. were approximately 60% of total net sales. Substantially all sales in Europe are denominated in euros and substantially all sales in the Asia-Pacific region are denominated in U.S. dollars, Japanese yen, Korean won, Chinese renminbi or Taiwanese dollars.

The company's foreign exchange exposures result primarily from sale of products in foreign currencies, foreign currency denominated purchases, intercompany loans, employee-related and other costs of running operations in foreign countries and translation of balance sheet accounts denominated in foreign currencies. The company's most significant long exposure is to the euro, with lesser long exposures to the Canadian dollar, Chinese renminbi and Korean won. The company's most significant short exposures are to the Chinese renminbi, Mexican peso and Philippine peso. Changes in foreign exchange rates could affect the company's sales, costs, balance sheet values and earnings. The company uses netting and offsetting intercompany account management techniques to reduce known foreign currency exposures where possible. From time to time, the company has utilized derivative instruments to hedge certain foreign currency exposures.

#### *Commodity Prices*

The company uses various metals in the manufacturing of its products, including copper, zinc, tin, gold and silver. Prices of these commodities can and do fluctuate significantly, which can impact the company's earnings. The most significant of these exposures is to copper, zinc, silver and gold where at current prices and volumes, a 10% price change would affect annual pre-tax profit by approximately \$1.8 million for copper, \$0.8 million for zinc, \$0.7 million for silver and \$0.3 million for gold. From time to time, the company has utilized derivative instruments to hedge certain commodity exposures.

#### **Item 4. Controls and Procedures.**

As of June 27, 2015, 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 are effective to ensure that material information relating to the company and its consolidated subsidiaries has been made known to them by the employees of the company and its consolidated subsidiaries during the period preceding the filing of this Quarterly Report on Form 10-Q and that such information is accurately recorded, processed, summarized and reported within the time periods specified in SEC rules. There were no significant changes in the company's internal controls during the period covered by this Report that could materially affect these controls or could reasonably be expected to materially affect the company's internal control reporting, disclosures and procedures subsequent to the last day they were evaluated by the company's Chief Executive Officer and Chief Financial Officer.

**Item 1. Legal Proceedings**

None.

**Item 1A. Risk Factors.**

A detailed description of risks that could have a negative impact on our business, revenues and performance results can be found under the caption “Risk Factors” in our most recent Form 10-K, filed with the SEC on February 24, 2015. There have been no material changes from risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 27, 2014 in response to Item 1A to Part 1 of Form 10-K.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

The company’s Board of Directors authorized the repurchase of up to 1,000,000 shares of the company’s common stock under a program for the period May 1, 2015 to April 30, 2016. The company did not repurchase any shares of its common stock during the first six months of fiscal 2015 and 1,000,000 shares may yet be purchased under the previous authorization as of June 27, 2015.

**Item 3. Defaults Upon Senior Securities.**

None.

**Item 4. Mine Safety Disclosures.**

None.

**Item 5. Other Information.**

None.

**Item 6. Exhibits.**

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment No. 3, dated as of May 4, 2015, to Credit Agreement, dated as of May 30, 2013, by and among Littelfuse, Inc., as borrower, JPMorgan Chase Bank, N.A. as Agent, and each of the banks, financial institutions listed on the respective signature pages thereof.
10.2	Form of Restricted Stock Unit Award Agreement (Executive) under the Littelfuse, Inc. Long-Term Incentive Plan.
10.3	Form of Restricted Stock Unit Award Agreement (Tier II Management) under the Littelfuse, Inc. Long-Term Incentive Plan.
31.1	Certification of Gordon Hunter, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Philip G. Franklin, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q for the quarter ended June 27, 2015, to be signed on its behalf by the undersigned thereunto duly authorized.

**Littelfuse, Inc.**

Date: July 31, 2015

By /s/ Philip G. Franklin  
Philip G. Franklin  
Executive Vice President and  
Chief Financial Officer  
(As duly authorized officer and as the principal  
financial and accounting officer)

## AMENDMENT NO. 3

Dated as of May 4, 2015

to

## CREDIT AGREEMENT

Dated as of May 30, 2013

THIS AMENDMENT NO. 3 (this "Amendment") is made as of May 4, 2015 by and among Littelfuse, Inc., a Delaware corporation (the "Borrower"), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, N.A., as Agent (the "Agent"), under that certain Credit Agreement dated as of May 31, 2013 by and among the Borrower, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Borrower has requested that the requisite Lenders and the Agent agree to make certain modifications to the Credit Agreement;

WHEREAS, the Borrower, the Lenders party hereto and the Agent have so agreed on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lenders party hereto and the Agent hereby agree to enter into this Amendment.

1. Amendment to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement shall be amended to add the following definitions thereto in the appropriate alphabetical order:

"Affected Domestic Subsidiary" means any Domestic Subsidiary that is owned, directly or indirectly, by a controlled foreign corporation within the meaning of Section 957 of the Code.

"Internal Restructuring" means, collectively, (a) (i) the Disposition of foreign branches of Domestic Subsidiaries and foreign assets of Domestic Subsidiaries to the Borrower or any Subsidiary of the Borrower (whether or not any such Subsidiary is a Guarantor) and (ii) the establishment of additional U.S. or foreign branches of Persons, in each case, as part of the implementation of international tax planning by the Borrower and its Subsidiaries or (b) the Disposition of Littelfuse SA de CV, Productos Electromecanicos BAC, S de RL de CV, and Cole Hersee S de RL de CV that operate as maquiladoras (collectively, the "Maquiladoras"), through which the Borrower performs manufacturing operations in Piedras Negras, Coahuila, Mexico, as described in greater detail herein. Pursuant to the Disposition described in (b), the Borrower will continue to own substantially the same interests in the Maquiladoras, but through a number of wholly-owned or more than 98%-owned Subsidiaries, including Littlefuse Mexico Manufacturing B.V., a Netherlands entity (the "Dutch Principal"). Ownership of the remaining interest in each of the Maquiladoras will transfer from being held by a current Subsidiary of the Borrower or officer of the Borrower to the Dutch Principal. The Maquiladoras will perform services for a Mexican-registered branch of the Dutch Principal.

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(b) The definition of “Guarantors” appearing in Section 1.01 of the Credit Agreement shall be amended by amending and restating such definition as follows:

“Guarantors” means collectively, the Domestic Subsidiaries (present and future) of Borrower, other than any Affected Domestic Subsidiary.

(c) Section 6.12 of the Credit Agreement shall be amended by adding “(other than an Affected Domestic Subsidiary)” immediately after “Domestic Subsidiary”.

(d) Section 7.02(b) of the Credit Agreement shall be amended and restated in its entirety as follows:

“(b) (i) Permitted Acquisitions and (ii) Investments in respect of any Internal Restructuring;”

(e) Section 7.02(h) of the Credit Agreement shall be amended by deleting the reference therein to “10%” and replacing such reference with “12.5%”.

(f) Section 7.03(g) of the Credit Agreement shall be amended by deleting the references therein to “\$25,000,000” and replacing such references with “50,000,000”.

(g) Section 7.05(e) of the Credit Agreement shall be amended and restated in its entirety as follows:

“(e) (i) Dispositions in connection with or in order to effect the Internal Restructuring and (ii) Dispositions permitted by Section 7.04; and”

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that (i) the Agent shall have received counterparts of this Amendment duly executed by the Borrower, the Required Lenders and the Agent, (ii) the Agent shall have received counterparts of the Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Guarantors, (iii) the Administrative Agent shall have received, for the account of each Lender party hereto that delivers its executed signature page to this Amendment by no later than the date and time specified by the Administrative Agent, an amendment fee in an amount equal to \$5,000 and (iv) the Agent shall have received payment and/or reimbursement of the Agent’s and its affiliates’ reasonable fees and expenses (including, to the extent invoiced, reasonable fees and expenses of counsel for the Agent) in connection with this Amendment.

3. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as modified hereby constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enhancement of creditors' rights generally and by general principles of equity.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Borrower set forth in Article V of the Credit Agreement (as amended hereby) or any other Loan Document are true and correct in all material respects (or in all respects to the extent the applicable representation and warranty is qualified by materiality or Material Adverse Effect) (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in subsections (a), (b) and (c) of Section 5.05 of the Credit Agreement are deemed to refer to the most recent statements furnished pursuant to clauses (a), (b) and (c), respectively, of Section 6.01 of the Credit Agreement).

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a "Loan Document" under (and as defined in) the Credit Agreement.

5. Governing Law. and Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

LITTELFUSE, INC.,  
as the Borrower

By: /s/Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Executive Vice President and Chief Financial Officer

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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JPMORGAN CHASE BANK, N.A.,  
individually as a Lender, as the Swing Line Lender, as the L/C Issuer and as  
Agent

By: /s/ Suzanne Ergastolo  
Name: Suzanne Ergastolo  
Title: Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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BANK OF AMERICA, N.A.,  
as a Lender

By: /s/ Milena Deltchev  
Name: Milena Deltchev  
Title: Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Edmund H Lester  
Name: Edmund H Lester  
Title: Senior Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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PNC BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Kristin Lenda  
Name: Kristin Lenda  
Title: Senior Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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THE NORTHERN TRUST COMPANY,  
as a Lender

By: /s/ Brittany Mondane  
Name: Brittany Mondane  
Title: Second Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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BMO HARRIS BANK N.A.,  
as a Lender

By: /s/ Edward McGuire  
Name: Edward McGuire  
Title: Managing Director

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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BRANCH BANKING & TRUST COMPANY,  
as a Lender

By: /s/ John P. Malloy  
Name: John P. Malloy  
Title: Senior Vice President

Signature Page to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

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## EXHIBIT A

### Consent and Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 3 to Credit Agreement with respect to that certain Credit Agreement dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Littelfuse, Inc., a Delaware corporation (the "Borrower"), the Lenders and JPMorgan Chase Bank, N.A., as Agent (the "Agent"), which Amendment No. 3 to Credit Agreement is dated as of May 4, 2015 and is by and among the Borrower, the financial institutions listed on the signature pages thereof and the Agent (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Guaranty and any other Loan Document executed by it and acknowledges and agrees that the Guaranty and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated: May 4, 2015

[Signature Page Follows]

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IN WITNESS WHEREOF, this Consent and Reaffirmation has been duly executed as of the day and year above written.

COLE HERSEE COMPANY

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Director

SYMCOM, INC.

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Director

SSAC, LLC

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Manager

SC BUILDING, LLC

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Manager

LFUS, LLC

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Manager

HAMLIN, INCORPORATED

By: /s/ Phillip G. Franklin  
Name: Phillip G. Franklin  
Title: Director

Signature Page to Consent and Reaffirmation to Amendment No. 3 to  
Credit Agreement dated as of May 30, 2013  
Littelfuse, Inc.

## LITTELFUSE, INC. LONG-TERM INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT****(Executive)**

Littelfuse, Inc. (“Littelfuse”) hereby grants you restricted stock units (“Restricted Stock Units” or “RSUs”) through the Littelfuse, Inc. Long-Term Incentive Plan (the “Plan”), subject to terms and conditions as described herein.

Participant (“you”): **(Name of Executive)**

Date of Grant: **April 24, 2015**

Number of Restricted Stock Units: **(# of RSUs)**

**Vesting Schedule:** The vesting and forfeiture provisions that apply to your Restricted Stock Units are described in detail in Sections 11 and 18.6 of the Plan and the attached Terms and Conditions. In general, subject to certain accelerated vesting and forfeiture provisions described below, so long as you have not previously separated from service with Littelfuse and its affiliates, your Restricted Stock Units will vest (in whole shares) as follows:

<u>Vesting Date</u>	<u>Percentage of Restricted Stock Units Vested</u>
1 <sup>st</sup> anniversary of Date of Grant	33 1/3%
2 <sup>nd</sup> anniversary of Date of Grant	33 1/3%
3 <sup>rd</sup> anniversary of Date of Grant	33 1/3%

**Effect of Separation from Service:** If you separate from service with Littelfuse and its affiliates before a vesting date for any reason, you will forfeit all RSUs in which you have not yet vested, unless:

- your separation is due to death or “Disability” (as defined in the Plan), or occurs without cause after you have both reached age 62 and completed 5 years of service with Littelfuse and its affiliates, in which case a portion of your unvested RSUs will vest based on your service with Littelfuse and its affiliates as follows:
    - (1) first, the total number of shares of RSUs you were originally awarded is multiplied by a fraction, the numerator of which is the number of full months of service you completed from your date of grant to date of separation and the denominator of which is 36;
    - (2) second, the amount is reduced by the number of previously vested RSUs; and
    - (3) third, the amount is rounded down to the nearest whole number (so that no fractional shares will vest).
-

Any RSUs that remain unvested after application of the above will be immediately forfeited as of your separation date;

*For example: You are awarded 600 RSUs on April 24, 2015. Your award will vest 1/3 each year starting on the anniversary of your grant date. You separate from service with Littelfuse due to Disability on November 15, 2015. Your separation date is more than 18 months but less than 19 months from your date of grant. Since you separated from service after 18 full months of service (from your date of grant) because of Disability, then in addition to your 200 vested RSUs, you would also become vested in an additional 100 RSUs:  $(600 \text{ RSUs} \times 18/36) - 200 = 100 \text{ RSUs}$ . You would have a total of 300 vested RSUs. The remaining 300 RSUs would be forfeited.*

- there is a sale of Littelfuse's stock or assets that qualifies as a "Change in Control" (as defined in the Plan), in which case you will become fully vested in all of your RSUs immediately prior to such Change in Control.

Also, the Committee may, in its sole discretion, choose to accelerate the vesting of awards in special circumstances.

**Additional Terms:** Your rights and duties and those of Littelfuse under your Award are governed by the provisions of this Award Agreement, and the attached Terms and Conditions and Plan document, both of which are incorporated into this Award Agreement by reference. If there is any discrepancy between these documents, the Plan document will always govern.

This Award is designated as a bonus that is in addition to your regular cash wages. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

***By accepting this Award, you consent to the collection, holding, process, use, and transfer of your personal data across country borders that is necessary and needed to accomplish the full and complete implementation of this Award, including the settlement of your Restricted Stock Units in the form of shares (or cash, where applicable). You can obtain a copy of our data processing activities by contacting Corporate Human Resources.***

**Questions:** If you have any questions regarding your Award, please see the enclosed Terms and Conditions and Plan document, or contact Corporate Human Resources.

**LITTELFUSE, INC.**

/s/ Gordon Hunter

**Gordon Hunter  
Chairman, President and Chief Executive Officer**

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LITTELFUSE, INC. LONG-TERM INCENTIVE PLAN

**RESTRICTED STOCK UNIT TERMS AND CONDITIONS**

**(Executive - 2015 Grant)**

This document is intended to provide you some background on the Littelfuse, Inc. Long-Term Incentive Plan (the “Plan”) and to help you better understand the terms and conditions of the restricted stock unit award (the “Restricted Stock Units” or “RSUs”) granted to you under the Plan. References in this document to “our,” “us,” “we,” and “Littelfuse” are intended to refer to Littelfuse, Inc.

**Background**

**1. How are award recipients chosen?**

Under our current process, the Compensation Committee of our Board of Directors (the “Committee”) makes recommendations to the full Board regarding executive equity awards for their approval.

**2. What is the value of my award?**

The value of each share covered by your RSU award is equal to the market price of one share of Littelfuse common stock, which will be paid to you in the form of common stock (or in certain cases, its cash equivalent) as soon as practicable after your Restricted Stock Units vest.

Under current United States tax laws and the laws of most non-U.S. countries in which we operate, you will be taxed on the market price of the share(s) of common stock vesting under your RSU award at the time the common stock (or in certain cases, its cash equivalent) is paid to you in settlement of your award. We recommend that you consult your personal tax advisor to discuss the potential tax consequences to you of receiving this award of Restricted Stock Units.

Note that no amount of cash or common stock received by you pursuant to your award will be considered compensation for purposes of any pension, retirement, insurance, or any other employee benefit plan of Littelfuse or any of its subsidiaries or affiliates.

**3. Who keeps track of my Restricted Stock Units and vesting?**

We have hired the financial services firm of Merrill Lynch to provide you with an on-line program to track the value of your Restricted Stock Units, their vesting and related tax withholding, and to handle certain related stock transactions.

**Terms and Conditions**

**4. When will my Restricted Stock Units vest?**

Generally, 33 1/3% of your Restricted Stock Units will vest (in whole shares) on each anniversary of your date of grant indicated in your Award Agreement.

Your Award Agreement may provide for earlier vesting dates upon specific events, such as your separation from service due to your death or “Disability” (as defined in the Plan), eligible retirement, or following certain corporate transactions. Please refer to your Award Agreement to see if special early vesting dates apply to your Restricted Stock Units.

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The Committee may, in its sole discretion, choose to accelerate or extend the vesting of awards in special circumstances.

If you are subject to the Littelfuse Insider Trading Policy, the vesting of your Restricted Stock Units may be automatically delayed until a window period is available under the policy. We hope that this will better enable you to use or sell common stock to cover your tax liabilities, if you wish to do so.

#### **5. When do I receive payment?**

As soon as administratively practical after your award vests, one share of our common stock (or in certain cases, its cash equivalent) will be delivered to you for each RSU that vests. Delivery of shares, either electronically or in certificate form (as we determine), will usually be made within approximately 15 days after vesting. Fractional shares will not be paid.

By accepting this award, you acknowledge that, except as may otherwise be provided in your Award Agreement, any separation from service prior to a vesting date will result in the loss of all of your unvested Restricted Stock Units and any other rights associated with your unvested Restricted Stock Units under the Plan. You have no rights to shares or other compensation for the loss of rights under the Plan in the event of your separation from service.

#### **6. Do I have to pay any tax on my award of common stock that I receive?**

Yes, if you are a United States taxpayer, you are subject to federal (and in some cases, state and local) income taxes on the fair market value of your Restricted Stock Units in the year that you are paid shares of common stock (or in certain cases, their cash equivalent) in settlement of your award. If you are an employee, we are required, under current tax laws of the United States and certain states and municipalities, to withhold taxes from you. This will be accomplished by the withholding of whole shares of common stock sufficient to pay the minimum statutory income taxes due on your award. We will round down to the nearest whole share. To the extent this share withholding is not sufficient or is prohibited or limited by applicable law, you will ultimately be responsible for any additional taxes due. If withholding is determined by us to be not possible or inadequate, we will have the right to require cash payment and/or make deductions from other payments due to you that are sufficient to satisfy these requirements.

If you are subject to taxation in a country other than the United States, we have the right to deduct or withhold amounts as required by local requirements. This may be accomplished by withholding of whole shares of common stock, where permitted by law. Please consult your personal tax advisor for advice on your particular situation.

Please note that we make no representations with respect to and hereby disclaim all responsibility as to the tax treatment of your award.

#### **7. What are my rights as a stockholder in my Restricted Stock Units?**

Until you actually receive shares (if any) of common stock in settlement of your award, you will generally have no rights as a stockholder with respect to those shares, such as the right to vote the shares or the right to receive dividends on the shares, unless the Committee provides otherwise in your Award Agreement.

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## **8. Are there restrictions on the transfer of my Restricted Stock Units?**

Generally, you may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate your RSUs, whether voluntarily or involuntarily, by operation of law or otherwise, except upon your death or your “Disability” (as defined in the Plan). If you suffer a “Disability,” your legal representative can act on your behalf. If you die, your beneficiary or the personal representative of your estate can act on your behalf. Once you receive any share of common stock, you will normally be entitled to all rights of ownership to such share. Under certain circumstances described in the Plan, however, these rights may be delayed or subject to additional limitations or restrictions.

If you are subject to the laws of Hong Kong, you may be restricted from selling any shares of common stock you receive upon the settlement of your RSUs for six months.

## **9. How do I designate my beneficiary or beneficiaries?**

Enclosed with your award materials is a beneficiary designation form. You must file the completed form with Corporate Human Resources. Each time you file a beneficiary designation form, all previously filed beneficiary designation forms will be revoked and of no further force or effect. If you want to name multiple beneficiaries, all beneficiaries must be listed on a single beneficiary designation form (including attachments, if necessary). If you do not file a beneficiary designation form, benefits remaining unpaid at your death will be paid to your estate.

## **10. Are there restrictions on the delivery and sale of shares of stock?**

Since all of our executives are subject to the Littelfuse Inc. Insider Trading Policy, you will only be allowed to sell the vested portion of your award (or conduct any trading of Littelfuse common stock) during a period when the trading window is open and with the advance approval of our Chief Legal Officer (see the Littelfuse Inc. Insider Trading Policy for more details).

Shares of our common stock issued to you upon the vesting of Restricted Stock Units are subject to federal securities laws. In some cases, foreign, state or local securities laws may also apply. If the Committee determines that certain registrations or filings are needed or desired to comply with these various securities laws, then we may delay the delivery of your shares until the necessary approvals or filings are obtained. In order for us to meet an exemption from securities registration requirements, we may also require you to provide us with certain information, representations and warranties before we will issue shares of common stock to you.

In certain cases, the Committee may decide to instead pay you the cash equivalent of the shares of common stock to which you would otherwise be entitled.

Where applicable, the certificates evidencing any shares may contain wording (or otherwise as appropriate in electronic format) indicating that conditions, restrictions, rights and obligations apply.

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**11. Does the receipt of my award guarantee continued service with Littelfuse?**

No. Neither the establishment of the Plan, your award of Restricted Stock Units, nor the issuance of shares of common stock or other consideration in connection with your award gives you the right to continued employment or service with Littelfuse (or any of our subsidiaries or affiliates).

**12. What events can trigger forfeiture of my Restricted Stock Units?**

Except as may otherwise be specifically provided in your Award Agreement, your unvested Restricted Stock Units will normally be cancelled and forfeited upon your separation from service with Littelfuse and its subsidiaries and affiliates. The Committee may, in its discretion, accelerate the vesting of your award in special circumstances, subject to certain provisions of the Plan and the law.

**13. What documents govern my Restricted Stock Units?**

The Plan, your Award Agreement, and these Terms and Conditions express the entire understanding between you and Littelfuse with respect to your Restricted Stock Units. In the event of any conflict between these documents, the terms of the Plan will always govern. You should never rely on any oral description of the Plan or your Award Agreement because the written terms of the Plan will always govern. The Committee (or its delegate) has the authority to interpret this document and the Plan. Any such interpretation will be binding on you, us, and other persons.

## LITTELFUSE, INC. LONG-TERM INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
(Tier II Management)

Littelfuse, Inc. ("Littelfuse") hereby grants you restricted stock units through the Littelfuse, Inc. Long-Term Incentive Plan (the "Plan"), subject to terms and conditions as described herein ("Restricted Stock Units" or "RSUs").

Participant ("you"): **(Name of Participant)**

Date of Grant: **April 24, 2015**

Number of Restricted Stock Units: **(Number of RSUs)**

**Vesting Schedule:** The vesting and forfeiture provisions that apply to your Restricted Stock Units are described in detail in Sections 11 and 18.6 of the Plan and the attached Terms and Conditions. In general, subject to certain accelerated vesting and forfeiture provisions described below, so long as you have not previously separated from service with Littelfuse and its affiliates, your Restricted Stock Units will vest (in whole shares) as follows:

<u>Vesting Date</u>	<u>Percentage of RSUs Vested</u>
1 <sup>st</sup> anniversary of Date of Grant	33 1/3%
2 <sup>nd</sup> anniversary of Date of Grant	33 1/3%
3 <sup>rd</sup> anniversary of Date of Grant	33 1/3%

In general, if you separate from service with Littelfuse and its affiliates before a vesting date for any reason, you will forfeit all RSUs in which you have not yet vested, unless:

- your separation is due to death or "Disability" (as defined in the Plan), or occurs without cause after you have both reached age 62 and completed 5 years of service with Littelfuse and its affiliates, in which case a portion of your unvested RSUs will vest based on your service with Littelfuse and its affiliates as follows:
  - (1) first, the total number of shares of RSUs you were originally awarded is multiplied by a fraction, the numerator of which is the number of full months of service you completed from your date of grant to date of separation and the denominator of which is 36;
  - (2) second, the amount is reduced by the number of previously vested RSUs; and
  - (3) third, the amount is rounded down to the nearest whole number (so that no fractional shares will vest).

Any RSUs that remain unvested after application of the above will be immediately forfeited as of your separation date;

*For example: You are awarded 600 RSUs on April 24, 2015. Your award will vest 1/3 each year starting on the anniversary of your grant date. You separate from service with Littelfuse due to Disability on November 15, 2015. Your separation date is more than 18 months but less than 19 months from your date of grant. Since you separated from service after 18 full months of service (from your date of grant) because of Disability, then in addition to your 200 vested RSUs, you would also become vested in an additional 100 RSUs:  $(600 \text{ RSUs} \times 18/36) - 200 = 100 \text{ RSUs}$ . You would have a total of 300 vested RSUs. The remaining 300 RSUs would be forfeited.*

- your separation from service with Littelfuse and its affiliates for other than cause occurs within two years following a “Change in Control” (as defined in the Plan), in which case you will become fully vested in all of your RSUs.

Also, the Committee may, in its sole discretion, choose to accelerate the vesting of awards in special circumstances.

**Additional Terms:** Your rights and duties and those of Littelfuse under your Award are governed by the provisions of this Award Agreement and the attached Terms and Conditions and Plan document, both of which are incorporated into this Award Agreement by reference. If there is any discrepancy between these documents, the Plan document will always govern.

This Award is designated as a bonus that is in addition to your regular cash wages. It will not be included in calculating any employment-related benefits to which you may be entitled from your employing Littelfuse affiliate. Participation in the Plan is discretionary and voluntary, and the Plan can be terminated at any time. Vesting ceases as of your separation from service with Littelfuse and its affiliates. This Award does not create a right or entitlement to future awards, whether pursuant to the Plan or otherwise.

The governing law for purposes of resolving any issue relating to this Award or the Plan shall be United States federal law and, where appropriate, the laws of the State of Delaware. Any dispute regarding this Award or the Plan shall be resolved by a court of law in the City of Chicago, State of Illinois, United States.

***By accepting this Award, you consent to the collection, holding, process, use, and transfer of your personal data across country borders that is necessary and needed to accomplish the full and complete implementation of this Award, including the settlement of your Restricted Stock Units in the form of shares (or cash, where applicable). You can obtain a copy of our data processing activities by contacting your local Human Resources Manager.***

**Questions:** If you have any questions regarding your Award, please see the enclosed Terms and Conditions and Plan document, or contact your local Human Resources Manager.

**WARNING FOR HONG KONG RESIDENTS:**

*The contents of this document have not been reviewed by any regulatory authority in Hong Kong. If you are a Hong Kong resident, you are advised to exercise caution in relation to this Award. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.*

**LITTELFUSE, INC.**

/s/ Gordon Hunter

**Gordon Hunter**  
**Chairman, President and Chief Executive Officer**



Expertise Applied | Answers Delivered

## LITTELFUSE, INC. LONG-TERM INCENTIVE PLAN

### RESTRICTED STOCK UNIT TERMS AND CONDITIONS

(Tier II Management)

2015 Grant

This document is intended to provide you some background on the Littelfuse, Inc. Long-Term Incentive Plan (the "Plan") and to help you better understand the terms and conditions of the restricted stock unit award (the "Restricted Stock Units" or "RSUs") granted to you under the Plan. References in this document to "our," "us," "we," and "Littelfuse" are intended to refer to Littelfuse, Inc.

#### Background

##### **1. How are award recipients chosen?**

Under our current process, awards are made to a very limited group of associates who are nominated by their VP to receive an award. The Executive Team reviews the nominations and makes a recommendation to the Compensation Committee of our Board of Directors (the "Committee"). In general, nominations are based on the level of the position the associate holds within Littelfuse.

##### **2. What is the value of my award?**

The value of each share covered by your RSU award is equal to the market price of one share of Littelfuse common stock, which will be paid to you in the form of common stock (or in certain cases, its cash equivalent) as soon as practicable after your Restricted Stock Units vest.

Under current United States tax laws and the laws of most non-U.S. countries in which we operate, you will be taxed on the market price of the share(s) of common stock vesting under your RSU award at the time the common stock (or in certain cases, its cash equivalent) is paid to you in settlement of your award. We recommend that you consult your personal tax advisor to discuss the potential tax consequences to you of receiving this award of Restricted Stock Units.

Note that no amount of cash or common stock received by you pursuant to your award will be considered compensation for purposes of any pension, retirement, insurance or any other employee benefit plan of Littelfuse or any of its subsidiaries or affiliates.

##### **3. Who keeps track of my Restricted Stock Units and vesting?**

We have hired the financial services firm of Merrill Lynch to provide you with an on-line program to track the value of your Restricted Stock Units, their vesting and related tax withholding, and to handle certain related stock transactions.

## Terms and Conditions

### **4. When will my Restricted Stock Units vest?**

Generally, 33 1/3% of your Restricted Stock Units will vest (in whole shares) on each anniversary of your date of grant indicated in your Award Agreement.

Your Award Agreement may provide for earlier vesting dates upon specific events, such as your separation from service due to your death or "Disability" (as defined in the Plan), or following certain corporate transactions. Please refer to your Award Agreement to see if special early vesting dates apply to your Restricted Stock Units.

The Committee may, in its sole discretion, choose to accelerate or extend the vesting of awards in special circumstances.

If you are subject to the Littelfuse Insider Trading Policy, the vesting of your Restricted Stock Units may be automatically delayed until a window period is available under the policy. We hope that this will better enable you to use or sell common stock to cover your tax liabilities, if you wish to do so.

### **5. When do I receive payment?**

As soon as administratively practical after your award vests, one share of our common stock (or in certain cases, its cash equivalent) will be delivered to you for each RSU that vests. Delivery of shares, either electronically or in certificate form (as we determine), will usually be made within approximately 15 days after vesting. Fractional shares will not be paid.

By accepting this award, you acknowledge that, except as may otherwise be provided in your Award Agreement, any separation from service prior to a vesting date will result in the loss of all of your unvested Restricted Stock Units and any other rights associated with your unvested Restricted Stock Units under the Plan. You have no rights to shares or other compensation for the loss of rights under the Plan in the event of your separation from service.

### **6. Do I have to pay any tax on my award or common stock that I receive?**

Yes, if you are a United States taxpayer, you are subject to federal (and in some cases, state and local) income taxes on the fair market value of your Restricted Stock Units in the year that you are paid shares of common stock (or in certain cases, their cash equivalent) in settlement of your award. If you are an employee, we are required, under current tax laws of the United States and certain states and municipalities, to withhold taxes from you. This will be accomplished by the withholding of whole shares of common stock sufficient to pay the minimum statutory income taxes due on your award. We will round down to the nearest whole share. To the extent this share withholding is not sufficient or is prohibited or limited by applicable law, you will ultimately be responsible for any additional taxes due. If withholding is determined by us to be not possible or inadequate, we will have the right to require cash payment and/or make deductions from other payments due to you that are sufficient to satisfy these requirements.

If you are subject to taxation in a country other than the United States, we have the right to deduct or withhold amounts as required by local requirements. This may be accomplished by the withholding of whole shares of common stock where permitted by law. Please consult your personal tax advisor for advice on your particular situation.

Please note that we make no representations with respect to and hereby disclaim all responsibility as to the tax treatment of your award.

**7. What are my rights as a stockholder in my Restricted Stock Units?**

Until you actually receive shares (if any) of common stock in settlement of your award, you will generally have no rights as a stockholder with respect to those shares, such as the right to vote the shares or the right to receive dividends on the shares, unless the Committee provides otherwise in your Award Agreement.

**8. Are there restrictions on the transfer of my Restricted Stock Units?**

Generally, you may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate your RSUs, whether voluntarily or involuntarily, by operation of law or otherwise, except upon your death or your "Disability" (as defined in the Plan). If you suffer a "Disability", your legal representative can act on your behalf. If you die, your beneficiary or the personal representative of your estate can act on your behalf. Once you receive any share of common stock, you will normally be entitled to all rights of ownership to such share. Under certain circumstances described in the Plan, however, these rights may be delayed or subject to additional limitations or restrictions.

If you are subject to the laws of Hong Kong, you may be restricted from selling any shares of common stock you receive upon the settlement of your RSUs for six months.

**9. How do I designate my beneficiary or beneficiaries?**

Enclosed with your award materials is a beneficiary designation form. You must file the completed form with your local Human Resources Manager. Each time you file a beneficiary designation form, all previously-filed beneficiary designation forms will be revoked and of no further force or effect. If you want to name multiple beneficiaries, all beneficiaries must be listed on a single beneficiary designation form (including attachments, if necessary). If you do not file a beneficiary designation form, benefits remaining unpaid at your death will be paid to your estate.

**10. Are there restrictions on the delivery and sale of shares of stock?**

Shares of our common stock issued to you upon the vesting of Restricted Stock Units are subject to federal securities laws. In some cases, foreign, state or local securities laws may also apply. If the Committee determines that certain registrations or filings are needed or desired to comply with these various securities laws, then we may delay the delivery of your shares until the necessary approvals or filings are obtained. In order for us to meet an exemption from securities registration requirements, we may also require you to provide us with certain information, representations and warranties before we will issue shares of common stock to you.

In certain cases, the Committee may decide to instead pay you the cash equivalent of the shares of common stock to which you would otherwise be entitled.

Where applicable, the certificates evidencing any shares may contain wording (or otherwise as appropriate in electronic format) indicating that conditions, restrictions, rights and obligations apply.

**11. Does the receipt of my award guarantee continued service with Littelfuse?**

No. Neither the establishment of the Plan, your award of Restricted Stock Units, nor the issuance of shares of common stock or other consideration in connection with your award gives you the right to continued employment or service with Littelfuse (or any of our subsidiaries or affiliates).

**12. What events can trigger forfeiture of my Restricted Stock Units?**

Except as may otherwise be specifically provided in your Award Agreement, your unvested Restricted Stock Units will normally be cancelled and forfeited upon your separation from service with Littelfuse and its subsidiaries and affiliates. The Committee may, in its discretion, accelerate the vesting of your award in special circumstances, subject to certain provisions of the Plan and the law.

**13. What documents govern my Restricted Stock Units?**

The Plan, your Award Agreement, and these Terms and Conditions express the entire understanding between you and Littelfuse with respect to your Restricted Stock Units. In the event of any conflict between these documents, the terms of the Plan will always govern. You should never rely on any oral description of the Plan or your Award Agreement because the written terms of the Plan will always govern. The Committee (or its delegate) has the authority to interpret this document and the Plan. Any such interpretation will be binding on you, us, and other persons.

## SECTION 302 CERTIFICATION

I, Gordon Hunter, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31 , 2015

/s/ GORDON HUNTER

Gordon Hunter  
Chairman, President and  
Chief Executive Officer

## SECTION 302 CERTIFICATION

I, Philip G. Franklin, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31, 2015

/s/ PHILIP G. FRANKLIN

Philip G. Franklin

Executive Vice President and Chief Financial Officer

## 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 Quarterly Report of the Company on Form 10-Q for the fiscal quarter ended June 27, 2015 ("the Report") 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 Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GORDON HUNTER

\_\_\_\_\_  
Gordon Hunter  
Chairman, President and  
Chief Executive Officer

Dated: July 31, 2015

/s/ PHILIP G.  
FRANKLIN

\_\_\_\_\_  
Philip G. Franklin  
Executive Vice President and  
Chief Financial Officer

Dated: July 31, 2015