Securities and Exchange Commission
Washington, D.C. 20549
FORM 10-K

[X] Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended January 3, 2004 or

(Mark One)

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to

Commission file number 0-20388

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

Delaware	36-3795742
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

800 East Northwest Highway, Des Plaines, Illinois	60016
(Address of principal executive offices)	(Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: Common Stock, $.01 par value

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

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

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes [X] No [ ]

The aggregate market value of 21,359,097 shares of voting stock held by non-affiliates of the registrant was approximately $462,638,041 based on the last reported sale price of the registrant's Common Stock as reported on The Nasdaq Stock Market on June 27, 2003.

As of March 12, 2004, the registrant had outstanding 22,059,993 shares of Common Stock.

Portions of the following documents have been incorporated herein by reference to the extent indicated herein:

Littelfuse, Inc. Proxy Statement dated March 26, 2004 (the "Proxy Statement") --Part III.
Littelfuse, Inc. Annual Report to Stockholders for the year ended January 3, 2004 (the "Annual Report to Stockholders") -- Parts II and III.

PART I

ITEM 1. BUSINESS

GENERAL

Littelfuse, Inc. (the "Company" or "Littelfuse") is the world's leading supplier of circuit protection products for the electronics industry. The Company provides the broadest line of circuit protection solutions to worldwide customers. The Company is also the leading provider of circuit protection for the automotive industry and the third largest producer of electrical fuses in North America.

In the electronic market, the Company supplies leading manufacturers such as Alcatel, Celestica, Compal, Delta, Flextronics, Fuji, GE, HP, Huawei, Hughes, IBM, Intel, Jabil, Legend, LG, Matsushita, Motorola, Nokia, Palm, Quanta, Samsung, Sanmina-SCI, Sanyo, Selectron, Siemens, Sony and Toshiba. In the automotive market, the Company's customers include major automotive manufacturers in North American, Europe and Asia such as BMW, DaimlerChrysler, Ford Motor, General Motors, Honda Motor, Hyundia and Toyota. The Company also supplies wiring harness manufacturers and auto parts suppliers worldwide, including Alcoa Fujikawa, Auto Zone, Delphi, Lear, Pep Boys, Siemens VDO and Yazaki. The Company also competes in the electrical fuse market with representative customers such as Abbott, Carrier, Dow Chemical, DuPont, GE, General Motors, Heinz, International Paper, John Deere, Lithonia Lighting, Marconi, Merck, Otis Elevator, Poland Springs, Procter & Gamble, Rockwell and 3M. See "Business Environment: Circuit Protection Market."

The Company manufactures many of its products on fully integrated manufacturing and assembly equipment. The Company maintains product quality through a rigorous quality assurance program with all sites certified under ISO 9001/TS16949 standards and its world headquarters certified under the ISO 9000:/TS16949 and ISO 14001 standards.

The Company's products are sold worldwide through a direct sales force and manufacturers' representatives. For the year ended January 3, 2004, approximately 55.9% of the Company's net sales were to customers outside the United States (exports and foreign operations).

References herein to "2001" or "fiscal 2001" refer to the fiscal year ended December 29, 2001. References herein to "2002" or "fiscal 2002" refer to the fiscal year ended December 28, 2002. References herein to "2003" or "fiscal 2003" refer to the fiscal year ended January 3, 2004.

The Company's annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports are currently available free of charge through the "Investor Relations" section of the Company's Internet website (http://www.littelfuse.com) as soon as practicable after such material is electronically filed with, or furnished to, the Securities and Exchange Commission.

BUSINESS ENVIRONMENT: CIRCUIT PROTECTION MARKET

The Company serves customers in three major product areas of the circuit protection market: electronic, automotive and electrical. Net sales by product area for the periods indicated are as follows:

	Fiscal Year (in thousands)		
	2003	2002	2001
Electronic	$206,523	$150,838	$146,342
Automotive	98,327	98,235	91,061
Electrical	34,560	34,194	34,746
Total	$339,410	$283,267	$272,149

ELECTRONIC PRODUCTS

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

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

Resettables are positive temperature coefficient (PTC) polymer devices that limit the current when an overcurrent condition exists and then reset themselves once the overcurrent condition has cleared. The Company markets a line of surface mount PTC devices used primarily for computer and peripheral applications such as motherboards, disk drives, modems and printers.

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

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

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

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

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

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

AUTOMOTIVE PRODUCTS

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

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

A majority of the Company's North American automotive fuse sales are made to wire harness manufacturers that incorporate the fuses into their products. The remaining automotive fuse sales are made directly to automotive manufacturers and through distributors who in turn sell most of their products to automotive product wholesalers, such as warehouse distributors, discount stores and service stations.

The Company has licensed its patented MINI(R) and MAXI(TM) automotive fuse designs to Bussmann, a division of Cooper Industries. Bussmann is the Company's largest domestic competitor. Additionally, the Company has entered into a licensing agreement with Pacific Engineering Company, Ltd., a Japanese fuse manufacturer, which produces and distributes the Company's patented MINI(R) fuses to Asian automotive OEMs and wire harness manufacturers. See "Business -- Patents, Trademarks and Other Intellectual Property" and "Competition."

ELECTRICAL PRODUCTS

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

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

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

PRODUCT DESIGN AND DEVELOPMENT

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

Proposals for the development of new products are initiated primarily by sales and marketing personnel with input from customers. The entire product development process typically ranges from a couple of weeks to 18 months based on complexity of development with continuous efforts to reduce the development cycle. During fiscal years 2003, 2002 and 2001, the Company expended $8.7 million, $8.3 million and $8.9 million, respectively, on product design and development.

PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

The Company generally relies on patent and trademark laws and license and nondisclosure agreements to protect intellectual property and proprietary products. In cases where it is deemed necessary by management, key employees are required to sign an agreement that they will

maintain the confidentiality of the Company's proprietary information and trade secrets. This information, for business reasons, is not disclosed to the public.

As of January 3, 2004, the Company owned 160 patents in North America, 30 patents in the European Economic Community and 15 patents in other foreign countries. The Company has also registered trademark protection for certain of its brand names and logos. The 160 North American patents are in the following product categories: 109 electronic, 29 automotive, 22 electrical fuse.

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

The Company currently licenses its MINI(R) and MAXI(TM) automotive fuse technology to Bussmann, a division of Cooper Industries and the Company's largest domestic competitor. The license granted in 1987 is nonexclusive and grants the Company the right to receive royalties of 4% of the licensee's revenues from the sale of the licensed products with an annual minimum of $25,000. This license expires upon the expiration of the licensed product patents.

In addition, a second license covering the MINI(R) Fuse technology was granted to Pacific Engineering Company, Ltd., a Japanese manufacturer that produces and distributes the Company's patented automotive fuses to Asian-based automotive OEMs and wire harness manufacturers. The license provides the Company with royalties of 2.5% of the licensee's revenues from the sale of the licensed products, with an annual minimum of $100,000. This second license expires on April 6, 2006.

License royalties amounted to $409,000, $369,000 and $390,000 for fiscal 2003, 2002 and 2001, respectively.

MANUFACTURING

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

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

The principal raw materials for the Company's products include copper and copper alloys, heat resistant plastics, zinc, melamine, glass, silver, raw silicon, solder and various gases. The Company depends upon a sole source for several heat resistant plastics and zinc. The Company believes that suitable alternative heat resistant plastics and zinc are available from other sources at prices that would not have a material adverse effect on the Company. All of the other raw materials are purchased from a number of readily available outside sources.

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

MARKETING

The Company's domestic sales and marketing staff of over 25 people maintains relations with major OEMs and distributors. The Company's sales, marketing and engineering personnel interact directly with the OEM engineers to ensure appropriate circuit protection and reliability within the parameters of the OEM's circuit design. Internationally, the Company maintains a sales and marketing staff of over 40 people and sales offices in The Netherlands, England, France, Germany, Spain, Ireland, Singapore, Taiwan, Japan, Brazil, Hong Kong, Korea and China. The Company also markets its products indirectly through a worldwide organization of over 120 manufacturers' representatives and distributes through an extensive network of electronic, automotive and electrical distributors.

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

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

AUTOMOTIVE. The Company maintains a direct sales force to service all the major automotive OEMs (including the United States manufacturing operations of foreign-based OEMs) through both the engineering and purchasing departments of these companies. Twenty-two manufacturers' representatives represent the Company's products to aftermarket fuse retailers such as Autozone and Pep Boys. In Europe, the Company uses both a direct sales force and manufacturers' representatives to distribute its products to BMW, Volvo, Saab, Jaguar and other OEMs, as well as aftermarket distributors. In the Asia-Pacific region, the Company has licensed its automotive fuse technology to a Japanese firm, which supplies the majority of the automotive fuses to the Japanese customers in the region including Toyota, Honda and Nissan.

ELECTRICAL. The Company markets and sells its power fuses through manufacturers' representatives across North America. These representatives sell power fuse products through an electrical distribution network comprised of approximately 1,600 distributor buying locations. These distributors have customers that include electrical contractors, municipalities, utilities and factories (including both MRO and OEM).

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

BUSINESS SEGMENT INFORMATION

The Company has three reportable business segments: The Americas, Europe and Asia-Pacific. For information with respect to the Company's operations in its three geographic areas for the fiscal year ended January 3, 2004, see "Item 8. Financial Statements and Supplementary Data - Business Segment Information" incorporated herein by reference.

CUSTOMERS

The Company sells to over 10,000 customers worldwide. No single customer accounted for more than 10% of net sales during the last three years. During the 2003, 2002 and 2001 fiscal years, net sales to customers outside the United States (exports and foreign operations) accounted for approximately 55.9%, 53.7% and 51.9%, respectively, of the Company's total net sales.

COMPETITION

The Company's products compete with similar products of other manufacturers, some of which have substantially greater financial resources than the Company. In the electronics market, the Company's competitors include AVX, Bel Fuse, Bourns, Cooper Electronics, EPCOS, Raychem Division of TYCO International, San-O Industrial Corp., STMicroelectronics and Wickmann-Werke GmbH. In the automotive fuse market, the Company's competitors, both in sales to automobile manufacturers and in the aftermarket, include Bussmann Division of Cooper Industries, Pudenz Division of Wickmann-Werke and MTA in Italy. The Company licenses several of its automotive fuse designs to Bussmann. In the electrical market, the Company's major competitors include Cooper Bussmann and Ferraz Shawmut. The Company believes that it competes on the basis of innovative products, the breadth of its product line, the quality and design of its products and the responsiveness of its customer service in addition to price.

BACKLOG

The backlog of unfilled orders at January 3, 2004, was approximately $55.4 million, compared to $29.2 million at December 28, 2002. Substantially all of the orders currently in backlog are scheduled for delivery in 2004.

EMPLOYEES

As of January 3, 2004, the Company employed 4,896 persons. Approximately 45 employees in Des Plaines, 1730 employees in Mexico, and 138 employees in Ireland are covered by collective bargaining agreements. The Des Plaines agreement expires in March 2005, the Mexico agreement expires February 2005 for 515 employees and February 2006 for 1,215 employees and the Ireland agreement expires December 31, 2006. Overall, the Company has historically maintained satisfactory employee relations and many of its employees have long experience with the Company.

ENVIRONMENTAL REGULATION

The Company is subject to numerous federal, state and local regulations relating to air and water quality, the disposal of hazardous waste materials, safety and health. Compliance with applicable environmental regulations has not significantly changed the Company's competitive position, capital spending or earnings in the past and the Company does not presently anticipate that compliance with such regulations will change its competitive position, capital spending or earnings for the foreseeable future. The Company employs an environmental engineer to monitor regulatory matters and believes that it is currently in compliance in all material respects with applicable environmental laws and regulations, except with respect to its facilities located in Ireland and Irving, Texas. The Ireland facility was acquired in October 1999 in connection with the acquisition of the Harris suppression products division. Corrective steps are being taken to bring this facility into compliance with Irish environmental laws, and the Company received an indemnity from Harris Corporation with respect to these matters. The Irving, Texas facility lease was assumed in July 2003 in connection with the acquisition of Teccor Electronics, Inc. The Company is taking the appropriate measures to bring this facility into compliance with Texas environmental laws, and the Company also received an indemnity from Invensys plc with respect to this matter.

RISKS AND UNCERTAINTIES

The Company's business is subject to several risks and uncertainties, including: (a) the highly competitive nature of the Company's industry and the impact that competitors' new products and pricing may have upon the Company, (b) risks associated with the Company's ability to manufacture and deliver products in a manner that is responsive to its customers' needs, (c) risks of business interruption resulting from labor disputes and (d) the likelihood that revenues may vary significantly from one accounting period to another due to a variety of factors, including customers' buying decisions, the Company's product mix and general market and economic conditions. Such factors, as well as shortfalls in the Company's results of operations as compared with analysts' expectations, capital market conditions and general economic conditions, may also cause substantial volatility in the market price of the Company's common stock.

ITEM 2. PROPERTIES

LITTELFUSE FACILITIES

The Company's operations are located in 22 owned or leased facilities worldwide, representing an aggregate of approximately 1,042,705 square feet. The U.S. headquarters and largest manufacturing facility are located in Des Plaines, Illinois, supported by the Company's new North American distribution center in nearby Elk Grove Village, Illinois. The Company has additional North American manufacturing facilities in Arcola, Illinois, and Irving, Texas, as well as two plants in Mexico. The European headquarters and primary European distribution center are in Utrecht, the Netherlands, with manufacturing plants in England, Ireland and Switzerland. Asian operations include sales and distribution centers located in Singapore, Taiwan, Japan and Korea, with manufacturing plants in China and the Philippines. The Company does not believe that it will encounter any difficulty in renewing its existing leases upon the expiration of their current terms. Management believes that the Company's facilities are adequate to meet its requirements for the foreseeable future.

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

Location	Use	Size (sq.ft.)	Lease/ Own	Lease Expiration Date	Primary Product
Des Plaines, Illinois	Administrative, Engineering, Manufacturing, Testing and Research	340,000	Owned	--	Auto, Electronic, Electrical
Irving, Texas	Administrative, Engineering, Manufacturing, Testing and Research	101,000	Leased	2005	Electronic
Brownsville, Texas	Distribution	20,000	Leased	2009	Electronic
Matamoros, Mexico	Manufacturing	77,500	Leased	2005	Electronic
Matamoros, Mexico	Administrative, Manufacturing	14,000	Leased	2005	Electronic
Arcola, Illinois	Manufacturing	36,000	Owned	--	Electrical
Piedras Negras, Mexico	Manufacturing, Warehousing	11,151	Leased	2004	Electronic and Electrical

Location	Use	Size (sq.ft.)	Lease/ Own	Lease Expiration Date	Primary Product
Piedras Negras, Mexico	Warehousing	22,306	Leased	2006	Electronic and Electrical
Swindon, England	Manufacturing	55,000	Leased	2004	Electronic
Utrecht, the Netherlands	Sales, Administrative and Distribution	34,642	Owned	--	Auto and Electronic
Grenchen, Switzerland	Manufacturing	11,000	Owned	--	Auto
Singapore	Sales and Distribution	15,696	Leased	2006	Electronic & Auto
Seoul, Korea	Sales	4,589	Leased	2004	Electronic and Auto
Philippines	Manufacturing	58,127	Owned	--	Electronic
Suzhou, China	Manufacturing	43,913	Owned	--	Electronic
Suzhou, China	Warehousing	26,039	Leased	2004	Electronic
Hong Kong, China	Sales	2,000	Leased	2004	Electronic
Taipei, Taiwan	Sales	255	Leased	2007	Electronic
Yokohama, Japan	Sales	6,243	Leased	2004	Electronic
Yokohama, Japan	Distribution	17,858	Leased	2005	Electronic
Sao Paulo, Brazil	Sales	800	Leased	2004	Electronic & Auto
Dundalk, Ireland	Manufacturing	120,000	Owned	--	Electronic & Auto

Properties with lease expirations in 2004 renew at various times throughout the year. At this point, the Company does not anticipate any material impact as a result of such expirations.

ITEM 3. LEGAL PROCEEDINGS

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

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

There were no matters submitted to the Company's stockholders during the fourth quarter of fiscal 2003.

EXECUTIVE OFFICERS OF THE REGISTRANT

The executive officers of the Company are as follows:

Name	Age	Position
Howard B. Witt	63	Chairman, President and Chief Executive Officer
Gordon Hunter	52	Chief Operating Officer
Kenneth R. Audino	60	Vice President, Organizational Development and Total Quality Management
Philip G. Franklin	52	Vice President, Operations Support and Chief Financial Officer
Mary S. Muchoney	58	Secretary

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

Howard B. Witt was elected as the Chairman of the Board of the Company in May, 1993. He was promoted to President and Chief Executive Officer of the Company in February, 1990. Prior to his appointment as President and Chief Executive Officer, Mr. Witt served in several other key management positions since joining the Company as Operations Manager in 1979. Mr. Witt serves as a Director of Franklin Electric Co., Inc. and is a member of the Electronic Industries Alliance Board of Directors. He also serves as a director of the Artisan Mutual Fund.

Gordon Hunter, Chief Operating Officer, has the responsibility for global sales and production. Mr. Hunter has been a member of the Board of Directors of the Company since 2002, where he has served as Chairman of the Technology Committee. Prior to joining Littelfuse, Mr. Hunter

was employed with Intel Corporation, where he was Vice President, Intel Communications Group, and General Manager, Optical Products Group responsible for managing the access and optical communications business segments. His experience includes 20 years with Raychem Corporation in the United States and Europe, with responsibilities in sales, marketing, engineering and general management.

Kenneth R. Audino, Vice President, Organizational Development and Total Quality Management, is responsible for the Company's overall quality, reliability and environmental compliance, quality systems, human resources and training efforts. Mr. Audino joined Littelfuse as a Control Technician in 1964. From 1964 to 1977, he progressed through several quality and reliability positions to Manager of Reliability and Standards. In 1983, he became Managing Director of the European Headquarters and later was named Corporate Director of Quality Assurance and Reliability. He was promoted to his current position in 1998.

Philip G. Franklin, Vice President, Operations Support and Chief Financial Officer, has responsibility for the treasury, investor relations, accounting, information systems and global supply chain functions of the Company. Mr. Franklin joined the Company in 1998 from OmniQuip International, a $450 million construction equipment manufacturer which he helped take public.

Mary S. Muchoney has served as Corporate Secretary since 1991, after joining Littelfuse in 1977. She is responsible for providing all secretarial and administrative functions for the President and Littelfuse Board of Directors. Ms. Muchoney is a member of the American Society of Corporate Secretaries.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The information set forth under "Quarterly Stock Prices" on page 40 of the Annual Report to Stockholders is incorporated herein by reference. As of March 12, 2004, there were 186 holders of record of the Company's Common Stock and approximately 5,000 beneficial holders of its Common Stock.

Shares of the Company's Common Stock are traded under the symbol "LFUS" on The Nasdaq Stock Market.

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

ITEM 6. SELECTED FINANCIAL DATA

The information set forth under "Selected Financial Data - Five Year Summary" on page 40 of the Annual Report to Stockholders is incorporated herein by reference.

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

The information set forth under "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 13 through 20 of the Annual Report to Stockholders is incorporated herein by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

The information set forth under "Market Risk" on page 19 of the Annual Report to Stockholders is incorporated herein by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Report of Independent Auditors and the Consolidated Financial Statements and notes thereto of the Company set forth on pages 20 through 39 of the Annual Report to Stockholders are incorporated herein by reference.

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

None.

ITEM 9A. CONTROLS AND PROCEDURES

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

As of the end of the period covered by this Annual Report on Form 10-K for January 3, 2004, 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 Report. 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 Chief Executive Officer and Chief Financial Officer of the Company.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information set forth under "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement is incorporated herein by reference. Please also refer to the information set forth under "Executive Officers of the Registrant" in Part I of this Report.

ITEM 11. EXECUTIVE COMPENSATION

The information set forth under "Compensation of Executive Officers" in the Proxy Statement is incorporated herein by reference, except for the sections captioned "Reports of the Compensation Committee on Executive Compensation" and "Company Performance."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

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

STOCK PLAN DISCLOSURE

The following table represents the Company's equity compensation plans, including both stockholder approved plans and non-stockholder approved plans. The section entitled "Compensation of Directors" in the Proxy Statement, contains a summary explanation of the Stock Plan for New Directors of Littelfuse, Inc., which has been adopted without the approval of stockholders and is incorporated herein by reference.

Plan Category	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by security holders	2,036,720	$23.55	759,870
Equity compensation plans not approved by security holders	10,000	$23.48	15,000
Total	2,046,720	$23.55	774,870

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information set forth under "Certain Relationships and Related Transactions" in the Proxy Statement is incorporated herein by reference.

PART IV

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

THE INFORMATION SET FORTH UNDER "AUDIT AND NON-AUDIT FEES" IN THE PROXY STATEMENT IS INCORPORATED HEREIN BY REFERENCE.

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

(a) Financial Statements and Schedules

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

(i) Report of Independent Auditors (page 20).

(ii) Consolidated Balance Sheet as of January 3, 2004, and December 28, 2002 (page 21).

(iii) Consolidated Statements of Income for the years ended January 3, 2004, December 28, 2002 and December 29, 2001 (page 22).

(iv) Consolidated Statements of Cash Flows for the years ended January 3, 2004, December 28, 2002 and December 29, 2001 (page 23).

(v) Consolidated Statements of Shareholders' Equity for the years ended January 3, 2004, December 28, 2002, and December 29, 2001 (page 24).

(vi) Notes to Consolidated Financial Statements (pages 25-39).

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

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

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

(3) Exhibits

See Exhibit Index on pages 19-21.

(b) Reports on Form 8-K

A current report on Form 8-K (Items 7 and 9 pursuant to Item 12) filed on October 22, 2003.

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

Description	Balance at Beginning Of Year	Additions Charged to Costs and Expenses	Deductions (A)	Balance at End of Year
Year ended January 3, 2004				
Allowance for losses on accounts receivable	$ 1,067	$ 50	$ 75	$ 1,042
Reserves for sales discounts and allowances	$ 6,263	$ 165	$	$ 6,428
Year ended December 28, 2002				
Allowance for losses on accounts receivable	$ 1,244	$ 373	$ 550	$ 1,067
Reserves for sales discounts and allowances	$ 6,275	$ --	$ 12	$ 6,263
Year ended December 29, 2001				
Allowance for losses on accounts receivable	$ 1,230	$ 332	$ 318	$ 1,244
Reserves for sales discounts and allowances	$ 7,948	$ --	$ 1,673	$ 6,275

(A) Write-off of uncollectible accounts, net of recoveries and foreign currency translation.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Littelfuse, Inc.

By /s/ Howard B. Witt

Howard B. Witt,
Chairman, President and
Chief Executive Officer

Date: March 18, 2004

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on March 18, 2004.

Signature	Title
/s/ Howard B. Witt Howard B. Witt	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)
/s/ Gordon Hunter Gordon Hunter	Chief Operating Officer, and Director
/s/ John P. Driscoll John P. Driscoll	Director
/s/ Anthony Grillo Anthony Grillo	Director
/s/ Bruce A. Karsh Bruce A. Karsh	Director
/s/ John E. Major John E. Major	Director
/s/ Ronald L. Schubel Ronald L. Schubel	Director
/s/ Philip G. Franklin Philip G. Franklin	Vice President, Operations Support and Chief Financial Officer (Principal Financial Officer)

LITTELFUSE INC.
INDEX TO EXHIBITS

Number	Description of Exhibit
2.1	Plan of Reorganization under Chapter 11 of the Bankruptcy Code of Old Littelfuse (filed as exhibit 2.1 to the Company's Form 10 effective September 16, 1992 (1934 Act File No. 0-20388) and incorporated herein by reference).
3.1	Certificate of Incorporation, as amended to date (filed as 3.1 to the Company's Form 10K for the fiscal year ended January 3, 1998 (1934 Act File No. 0-20388) and incorporated herein by reference).
3.1A	Certificate of Designations of Series A Preferred Stock (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated December 1, 1995 (1934 Act File No. 0-20388) and incorporated herein by reference).
3.2	Bylaws, as amended to date (filed as exhibit 2.1 to the Company's Form 10-Q for the quarterly period ended June 29, 2002 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.1	Bank credit agreement among Littelfuse, Inc., as borrower, the lenders named therein and the Bank of America N.A., as agent, dated as of August 26, 2003 (filed as exhibit 4.1 to the Company's Form 10-Q for the quarterly period ended September 27, 2003 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.3	Stock Plan for Employees and Directors of Littelfuse, Inc., as amended (filed as exhibit 4.3 to the Company's Form 10-Q for the quarterly period ended March 30, 2002 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.4	Littelfuse, Inc. Retirement Plan dated January 1, 1992, as amended and restated (filed as exhibit 4.4 to the Company's Form 10-K for the fiscal year ended December 29, 2001 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.5	First Amendment to the Littelfuse, Inc. Retirement Plan (filed as exhibit 4.5 to the Company's Form 10-K for the fiscal year ended December 28, 2002 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.6	Littelfuse, Inc. 401(k) Savings Plan (filed as exhibit 4.8 to the Company's Form 10-K for the fiscal year ended December 31, 1992 (1934 Act File No. 0-20388) and incorporated herein by reference).

Number	Description of Exhibit
4.7	Littelfuse Rights Plan Agreement, dated as of December 15, 1995, between Littelfuse, Inc. and LaSalle National Bank, as Rights Agent, together with Exhibits thereto, as amended (filed as exhibit 4.10 to the Company's Form 10-Q for the quarterly period ended October 3, 1998 (1934 Act File No. 0-20388) and incorporated herein by reference).
4.8	Note Purchase Agreement dated as of September 1, 1998, relating to $60,000,000 principal amount of Littelfuse, Inc. 6.16% Senior Notes due September 1, 2005. (filed as exhibit 4.11 to the Company's Form 10-K for the fiscal year ended January 2, 1999 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.1	Employment Agreement dated as of August 8, 2003, between Littelfuse, Inc. and Howard B. Witt (filed as exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended September 27, 2003 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.2	Change of Control Employment Agreement dated as of August 8, 2003, between Littelfuse, Inc. and Howard B. Witt (filed as exhibit 10.2 to the Company's Form 10-Q for the quarterly period ended September 27, 2003 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.3	Patent License Agreement, dated as of July 28, 1995, between Littelfuse, Inc. and Pacific Engineering Company, Ltd.(filed as exhibit 10.3 to the Company's Form 10-K for the fiscal year ended December 28, 1996 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.4	MINI(R) and MAXI(TM) License Agreement, dated as of June 21, 1989, between Littelfuse, Inc. and Cooper Industries, Inc. (filed as exhibit 4.6 to the Company's Form 10 effective September 16, 1992 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.5	Patent License Agreement, dated as of January 1, 1987, between Littelfuse, Inc. and Cooper Industries, Inc. (filed as exhibit 4.6 to the Company's Form 10 effective September 16, 1992 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.6	1993 Stock Plan for Employees and Directors of Littelfuse, Inc., as amended (filed as exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended June 29, 2002 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.7	Littelfuse, Inc. Supplemental Executive Retirement Plan (filed as exhibit 10.10 to the Company's Form 10-K for the year ended December 31, 1993 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.8	Littelfuse Deferred Compensation Plan for Non-employee Directors, as amended (filed as exhibit 10.8 to the Company's Form 10-K for the fiscal year ended January 2, 1999 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.9	Littelfuse Executive Loan Program (filed as Exhibit 10.2 to the Company's Form 10-Q for the quarterly period ended June 30, 1995 (1934 Act File No. 0-20388) and incorporated herein by reference).

Number	Description of Exhibit
10.10	Change of Control Employment Agreement dated as of November 3, 2003, between Littelfuse, Inc. and Gordon Hunter.
10.12	Form of change of Control Employment Agreement dated as of September 1, 2001, between Littelfuse, Inc. and Mr. Franklin and Ms. Muchoney (filed as exhibit 10.12 to the Company's Form 10-Q for the quarterly period ended September 29, 2001 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.13	Form of change of Control Employment Agreement dated as of September 1, 2001, between Littelfuse, Inc. and Mr. Kenneth Audino (filed as exhibit 10.13 to the Company's Form 10-Q for the quarterly period ended September 29, 2001 (1934 Act File No. 0-20388) and incorporated herein by reference).
10.14	Stock Plan for New Directors of Littelfuse, Inc. (filed as exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended September 28, 2002 (1934 Act File No. 0-20388) and incorporated herein by reference).
13.1	Portions of Littelfuse Annual Report to Stockholders for the fiscal year ended January 3, 2004.
14.1	Code of Ethics for Principal Executive and Financial Officers
22.1	Subsidiaries.
23.1	Consent of Independent Auditors.
31.1	Certification of Howard B. Witt, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Philip 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, 18 U.S.C. Section 1350.

EXHIBIT 10.10

CHANGE OF CONTROL
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day of November, 2003, by and between LITTELFUSE, INC., a Delaware corporation (hereinafter referred to as the "Company"), and GORDON HUNTER (hereinafter referred to as the "Executive");

W I T N E S S E T H:

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

WHEREAS, the Board believes that the protections provided to the Executive in connection with a Change of Control will better enable the Executive to devote his full time, attention and energy to the business of the Company prior to and after a Change of Control, thereby benefitting the Company and its stockholders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Company and the Executive hereby agree as follows:

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

(b) The "Change of Control Period" shall mean the period commencing on the date hereof and ending on September 1, 2006.

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

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

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

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

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

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

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

Section 4. Terms of Employment.

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

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

not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

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

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

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

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and

programs) to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event shall such plans, practices, policies and programs provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and its affiliated companies.

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

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

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

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

Section 5. Termination of Employment.

(a) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give written notice to the Executive of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after delivery of such notice to the Executive (the "Disability

Effective Date"), provided that, within the 30 days after such delivery, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative.

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Obligations of the Company upon Termination.

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

(i) the Company shall pay to the Executive in a lump sum in cash within 30 days after the Date of Termination the aggregate of the following amounts:

A. the sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus (2) the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount being hereinafter referred to as the "Highest Annual Bonus") multiplied by (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 plus (3) any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2) and (3) are hereinafter referred to as the "Accrued Obligations"); and

B. the amount equal to the product of (1) two multiplied by (2) the sum of (x) the Executive's Annual Base Salary plus (y) the Highest Annual Bonus;

(ii) during the two years following the Date of Termination, the Company shall continue to provide medical insurance benefits to the Executive and/or the Executive's family at least equal to those which would have been provided to them in accordance with the medical insurance benefits described in Section 4(b)(iv) hereof if the Executive's employment had not been terminated; provided, however, that if the Executive becomes reemployed with another employer and is eligible to receive medical insurance benefits under another employer-provided plan, the medical insurance benefits described herein shall be secondary to those provided under such other plan during such applicable period of eligibility;

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

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

(v) to the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall hereinafter be referred to collectively as the "Other Benefits"); and

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

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

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations by the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of Other Benefits, the term "Other Benefits" as utilized in this Section 6(c) shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and its affiliated companies to disabled

executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, (y) the amount of any compensation previously deferred by the Executive, and (z) Other Benefits, in each case to the extent theretofore unpaid. If the Executive voluntarily terminates his employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations of the Company to the Executive under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination and the Company shall timely pay or provide the Other Benefits to the Executive. In no event shall the Executive be liable to the Company for any damages caused by such voluntary termination by the Executive nor shall the Executive be in any way restricted from being employed by any other party after such voluntary termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

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

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

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

If to the Company:

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

If to the Executive:

Gordon Hunter

____

____
Facsimile: _____________
Confirm: _____________

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

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

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

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to promptly assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to

terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) hereof, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

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

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

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

____
Gordon Hunter

LITTELFUSE, INC.

By
Its _________________________________

Exhibit 13.1

Management's Discussion and Analysis of Financial Condition and Results of Operation

The following discussion provides an analysis of the information contained in the consolidated financial statements and accompanying notes beginning on page 21 for the three fiscal years ended January 3, 2004, December 28, 2002, and December 29, 2001, respectively.

Results of Operations -- 2003 Compared with 2002

Sales increased 20% to $339.4 million in 2003 from $283.3 million in 2002. The increase in sales was primarily in the Americas and Asia, driven by increased demand for electronic products in the Asia region and sales from the Teccor Electronics, Inc. ("Teccor") acquisition. Electronic sales increased $55.6 million or 37% to $206.5 million in 2003 compared to $150.9 million in 2002. Excluding sales of Teccor products, electronic sales increased $14.6 million or 10% to $165.5 million in 2003 compared to $150.9 million in 2002, primarily due to increased demand in Asia. Automotive sales were essentially flat compared to the prior year as pricing pressure offset increased volume and strengthening of the Euro against the U.S. Dollar. Electrical product sales increased $0.4 million or 1% to $34.6 million in 2003 compared to $34.2 million in 2002, primarily due to modest improvements in commercial construction and industrial activity in the North American market. International sales increased 24.6% to $189.6 million or 55.9% of net sales in 2003 from $152.2 million or 53.7% of net sales in 2002. The increase in international sales was primarily due to strong demand for electronic products in Asia, the addition of Teccor and favorable currency effects.

Gross profit was $104.4 million or 30.8% of sales in 2003 compared to $88.6 million or 31.3% of sales in 2002. The gross profit margin decreased as a result of the addition of Teccor sales at lower margins than Littelfuse's base business and the recognition of $3.1 million of Ireland restructuring charges in 2003.

Selling, general and administrative expenses increased $5.0 million to $68.6 million in 2003 from $63.6 million in 2002, primarily due to the addition of Teccor. As a percentage of sales, selling, general and administrative expenses decreased to 20.2% in 2003 from 22.4% in 2002 primarily reflecting Teccor's lower selling, general and administrative expense percentage than Littelfuse's base business. Research and development costs increased $0.4 million to $8.7 million, representing 2.6% of sales in 2003 as compared to 2.9% of sales in 2002. Total operating expenses, including intangible amortization, was 23.1% of sales in 2003, compared to 25.7% of sales in 2002.

Operating income in 2003 increased 64.0% to $26.1 million or 7.7% of sales compared to $15.9 million or 5.6% of sales in the prior year. The improvements in operating income and operating margin were primarily due to higher sales and the associated operating leverage.

Interest expense was $2.0 million in 2003 compared to $2.7 million in 2002 due to lower average debt levels in 2003. Other expense, net, consisting of gains and losses on the disposal of assets, interest income, royalties and foreign currency items was $0.1 million compared to other income, net, of $1.8 million in the prior year. The primary reasons for the more favorable 2002 results were gains on asset sales, higher interest income and more favorable currency effects.

Income before taxes was $24.0 million in 2003 compared to $15.0 million in 2002. Income tax expense was $8.6 million in 2003 compared to $5.4 million in the prior year. Net income in the current year was $15.3 million, compared to $9.6 million in the prior year. The Company's effective tax rate was 36.0% in both 2003 and 2002. Diluted earnings per share increased to $0.70 in 2003 compared to $0.44 in 2002.

Results of Operations -- 2002 Compared with 2001

Sales increased 4% to $283.3 million in 2002 from $272.1 million in 2001. Electronic sales increased $4.6 million or 3% to $150.9 million in 2002 compared to $146.3 million in 2001. The increase in electronic sales was driven by increased demand in the Asia region and sales from the Semitron Industries acquisition, partially offset by weakness in Europe and North America. Excluding sales of Semitron products, electronic sales in 2002 were flat as compared to the prior year. Automotive sales increased $7.1 million or 8% to $98.2 million in 2002 compared to $91.1 million in 2001, due to strength in vehicle production in North America and strengthening of the Euro against the U.S. Dollar. Electrical product sales decreased $0.5 million or 2% to $34.2 million in 2002 compared to $34.7 million in 2001, due to continued weakness in commercial construction and lower levels of industrial activity in the North American market. International sales increased 8% to $152.2 million or 53.7% of net sales in 2002 from $141.3 million or 51.9% of net sales in 2001. The increase in international sales was primarily due to strong demand for electronic products in Asia.

Gross profit was $88.6 million or 31.3% of sales in 2002 compared to $85.6 million or 31.5% of sales in 2001. The gross profit margin was negatively affected by increased price pressure for electronic products and the addition of Semitron, which had been operating at approximately breakeven levels.

Selling, general and administrative expenses increased $1.4 million to $63.6 million in 2002, from $62.2 million in 2001, primarily due to 2002 restructuring expense of $2.0 million partially offset by reductions in head count. As a percentage of sales, selling, general and administrative expenses decreased to 22.4% in 2002 from 22.9% in 2001. Research and development costs decreased $0.5 million to $8.3 million, representing 2.9% of sales in 2002 as compared to 3.3% of sales in 2001. Amortization of reorganization value and other intangibles was $0.8 million or 0.3% of sales for 2002 compared to $6.0 million or 2.2% of sales for the prior year. The decrease in amortization expense resulted from the combination of the adoption of SFAS No. 142 and a natural drop off of patent amortization. The adoption of SFAS No. 142 reduced amortization expense by $3.4 million in the year, and the net natural drop off of intangible amortization provided an additional reduction of $1.8 million in the year. Total operating expenses, including intangible amortization, was 25.7% of sales in 2002, compared to 28.3% of sales in 2001.

Operating income in 2002 increased 87% to $15.9 million or 5.6% of sales compared to $8.5 million or 3.1% of sales in the prior year. The improvement in operating income was driven by lower restructuring charges and the reduction of amortization expense discussed above.

Interest expense was $2.7 million in 2002 compared to $3.3 million in 2001 due to lower average debt levels in 2002. Other income, net, consisting of gain on the sale of certain non-core product lines, interest income, royalties and foreign currency items was $1.8 million compared to other income, net, of $1.1 million in the prior year.

Income before taxes was $15.0 million in 2002 compared to $6.4 million in 2001. Income tax expense was $5.4 million in 2002 compared to $2.3 million the prior year. Net income in the current year was $9.6 million, compared to $4.1 million in the prior year. The Company's effective tax rate was 36.0% in both 2002 and 2001. Diluted earnings per share increased to $0.44 in 2002 compared to $0.19 in 2001.

Liquidity and Capital Resources

The Company has historically financed capital expenditures through cash flows from operations. Management expects that cash flows from operations and available lines of credit will be sufficient to support both its operations and its debt obligations for the foreseeable future.

The Company has a domestic unsecured revolving credit line of $50.0 million, which matures on August 26, 2006. At January 3, 2004, there were no borrowings against this credit line. The Company's subsidiary in Japan also has an unsecured credit line of Yen 0.9 billion. At January 3, 2004, Yen 0.9 billion was drawn on the credit line in Japan.

The Company's bank credit agreement requires maintenance of certain financial ratios and a minimum net worth level. At January 3, 2004, the Company was in compliance with these covenants. If the Company were to default on any of the bank agreement debt covenants, and were unable to obtain a waiver from the lenders, the debt would be callable by the lenders. The Company believes that default of any of the debt covenants is unlikely for the foreseeable future since it expects the results of operations to be within the minimum levels to continue to be in compliance with the debt covenants.

The Company started 2003 with $27.8 million of cash. Net cash provided by operations was $50.0 million in the year. Cash used in investing activities included $14.0 million in purchases of property, plant and equipment, $44.6 million for the acquisition of Teccor and $8.8 million in net proceeds from the sale of marketable securities. Cash used in financing activities included net payments of long-term debt of $11.5 million partially offset by cash proceeds from the exercise of stock options of $4.3 million. The effect of exchange rate changes increased cash by $1.5 million. The net cash provided by operations and financing activities, less investing activities plus the effect of exchange rates, resulted in a $5.6 million net decrease in cash. This left the Company with a cash balance of $22.1 million at the end of 2003.

Decreases in net working capital provided $13.5 million of cash flow in 2003. The major factors contributing to lower working capital were a decrease in inventory of $5.9 million, a $5.0 million increase in accounts payable and accrued expenses and a $1.3 million reduction in prepaid and other items. Net working capital (working capital less cash, marketable securities and the current portion of long-term debt) as a percent of sales was 18.3% at year-end 2003 compared to 20.9% at year-end 2002 and 21.8% at year-end 2001. The days sales was outstanding in accounts receivable decreased to 50 days at year-end 2003 compared to 54 days at year-end 2002 and 61 days at year-end 2001. Days inventory outstanding was 71 days at year-end 2003 compared to 88 days at year-end 2002 and 99 days at year-end 2001.

The ratio of current assets to current liabilities was 1.8 to 1 at year-end 2003 compared to 2.3 to 1 at year-end 2002 and 2.2 to 1 at year-end 2001. The ratio of long-term debt to equity was 0.0 to 1 at year-end 2003 compared to 0.1 to 1 at year-end 2002 and 0.2 to 1 at year-end 2001.

The Company started 2002 with $34.5 million of cash. Net cash provided by operations was $40.8 million in the year. Cash used in investing activities included $8.4 million in purchases of property, plant and equipment, $15.0 million for the acquisition of Semitron Industries and $8.8 million in purchases of marketable securities. Cash used in financing activities included cash proceeds from the exercise of stock options of $1.6 million, offset by repurchase of the Company's common stock for $3.6 million and net payments of long-term debt of $13.0 million. The effect of exchange rate changes decreased cash by $0.4 million. The net cash provided by operations and financing activities, less investing activities plus the effect of exchange rates, resulted in a $6.8 million net decrease in cash. This left the Company with a cash balance of $27.8 million at the end of 2002.

Decreases in net working capital provided $11.8 million of cash flow in 2002. The major factors contributing to lower working capital were a decrease in inventory of $4.8 million, a $2.8 million reduction in accounts receivable, a $3.3 million increase in accounts payable and accrued expenses and a $0.9 million reduction in prepaid and other items. Net working capital (defined as working capital less cash, marketable securities and the current portion of long-term debt) as a percent of sales was 20.9% at year-end 2002 compared to

21.8% at year-end 2001 and 20.0% at year-end 2000. The days sales outstanding in accounts receivable decreased to 54 days at year-end 2002 compared to 61 days at year-end 2001 and 58 days at year-end 2000. Days inventory outstanding was 88 days at year-end 2002 compared to 99 days at year-end 2001 and 109 days at year-end 2000. The improvements in days sales outstanding and days inventory outstanding are driven by increased focus on working capital management.

The Company's capital expenditures were $14.0 million in 2003, $8.4 million in 2002 and $14.1 million in 2001. The Company expects that capital expenditures in 2004 will be higher than 2003. The primary purposes for capital expenditures in 2004 will be for new product tooling, production equipment, facility expansion and capital spending related to Teccor. As in 2003, the Company expects to finance capital expenditures in 2004 through cash flow from operations.

The Company decreased total debt by $11.5 million in 2003 after decreasing debt by $13.0 million in 2002 and $6.0 million in 2001. The Company is required to repay $10.0 million of its Senior Notes in 2004. Separately, the Company has $8.4 million in renewable foreign credit facilities outstanding at January 3, 2004, due in 2004. The Company's Board of Directors has authorized the Company to repurchase shares of its common stock, from time to time, depending on market conditions. The Company repurchased zero common shares in 2003, 225,800 common shares for $3.6 million in 2002 and 50,000 common shares for $1.3 million in 2001.

Contractual Obligations

The following table summarizes contractual obligations and commitments, as of January 3, 2004 (in thousands):

	Payment Due By Period				
Contractual Obligations	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
Long-term debt obligations	$28,697	$18,496	$10,161	$ 40	$ --
Interest payments	1,513	1,111	402	--	--
Operating lease payments	8,830	3,764	4,009	1,057	--
Total	$39,040	$23,371	$14,572	$ 1,097	$ --

Critical Accounting Policies

Certain of the accounting policies as discussed below require the application of significant judgment by management in selecting the appropriate estimates and assumptions for calculating amounts to record in the financial statements. Actual results could differ from those estimates and assumptions, impacting the reported results of operations and financial position. Significant accounting policies are more fully described in the notes to the audited financial statements included elsewhere in this annual report. Certain accounting policies, however, are considered to be critical in that they are most important to the depiction of the Company's financial condition and results of operations and their application requires management's subjective judgment in making estimates about the effect of matters that are inherently uncertain.

Allowance for Doubtful Accounts: The Company evaluates the collectibility of its trade receivables based on a combination of factors. The Company regularly analyzes its significant customer accounts and, when the Company becomes aware of a specific customer's inability to meet its financial obligations, the Company records a specific reserve for bad debt to reduce the related receivable to the amount the Company reasonably believes is collectible. The Company also records allowances for all other customers based on a variety of factors including the length of time the receivables are past due, the financial health of the customer, macroeconomic considerations and historical experience. Historically, the allowance for doubtful accounts has been adequate to cover bad debts. If circumstances related to specific customers change, the estimates of the recoverability of receivables could be further adjusted. However, due to the Company's diverse customer base and lack of credit concentration, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Inventory: The Company performs a detailed assessment of inventory, which includes a review of, among other factors, demand requirements, product life cycle and development plans, component cost trends, product pricing and quality issues. Based on the analysis, the Company records adjustments to inventory for excessiveness, obsolescence or impairment when appropriate to reflect inventory at net realizable value. Historically, inventory reserves have been adequate to reflect inventory at net realizable values. Revisions to inventory adjustments may be required if actual demand, component costs or product life cycles differ from estimates. However, due to the Company's diverse product lines and end user markets, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Goodwill and Other Intangibles: Purchase accounting requires use of accounting estimates and judgments to allocate the purchase price to the fair market value of the assets purchased and liabilities assumed. The Company has accounted for its acquisitions using the purchase method of accounting.

The Company determined the fair value of each of the business segments by benchmarking acquisition multiples of comparable manufacturing and distribution companies. This analysis is based upon comparable companies as determined by management and data from sources of publicly available information available at the time of preparation. In making these projections, the Company considered the markets it was addressing, the competitive environment and its advantages. The Company determined that the fair value of each of the reporting units exceeded their carrying amounts and, therefore, no goodwill impairment existed. The Company will continue to perform a goodwill impairment test on an annual basis and on an interim basis, if certain conditions exist. Factors the Company consider important which could result in changes to its estimates include underperformance relative to historical or projected future operating results and declines in acquisition and trading multiples. Due to the diverse end user

base and no-discretionary product demand, the Company does not believe its future operating results will vary significantly relative to its historical and projected future operating results.

Long-Lived Assets: The Company evaluates long-lived assets on an ongoing basis. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset. If the asset is determined to be impaired, the impairment recognized is measured by the amount by which the carrying value of the asset exceeds its fair value. The Company's estimates of future cash flows could be impacted if it underperforms relative to historical or projected future operating results. However, due to the Company's diverse product lines and end user markets, the Company does not believe its estimates would be materially impacted by changes in its assumptions.

Other Contingencies: In the ordinary course of business, the Company is involved in legal proceedings involving contractual and employment relations, product liability claims, trademark rights and a variety of other matters. The Company records contingent liabilities resulting from claims against it when it is probable that a liability has been incurred and the amount of the loss is reasonably estimable. The Company discloses contingent liabilities when there is a reasonable possibility that the ultimate loss will exceed the recorded liability. Estimating probable losses requires analysis of multiple factors, in some cases including judgments about the potential actions of third party claimants and courts. Therefore, actual losses in any future period are inherently uncertain. Currently, the Company does not believe that any of its pending legal proceedings or claims will have a material impact on its financial position or results of operations. However, if actual or estimated probable future losses exceed the Company's recorded liability for such claims, it would record additional charges as other expense during the period in which the actual loss or change in estimate occurred.

Market Risk

The Company is exposed to market risk from changes in interest rates, foreign exchange rates and commodities.

The Company had long-term debt outstanding at January 3, 2004, in the form of Senior Notes at fixed interest rates and a foreign line of credit at variable rates. Since 70% of this debt has fixed interest rates, the Company's interest expense is not materially sensitive to changes in interest rate levels.

A portion of the Company's operations consists of manufacturing and sales activities in foreign countries. The Company has manufacturing facilities in Mexico, U.K., Ireland, Switzerland, China and the Philippines. During 2003, sales exported from the United States or manufactured abroad accounted for 55.9% percent of total sales. Substantially all sales in Europe are denominated in Euros, U.S. Dollars and British Pound Sterling, and substantially all sales in the Asia-Pacific region are denominated in U.S. Dollars, Japanese Yen and South Korean Won.

The Company's identifiable foreign exchange exposures result from the purchase and sale of products from affiliates, repayment of intercompany trade and loan amounts and translation of local currency amounts in consolidation of financial results. As international sales were slightly more than half of total sales, a significant portion of the resulting accounts receivable is denominated in foreign currencies. Changes in foreign currency exchange rates or weak economic conditions in the foreign countries in which it manufactures and distributes products could affect the Company's sales, accounts receivable values and financial results. The Company uses netting and offsetting intercompany account management techniques to reduce known foreign currency exposures where possible and also considers the use of derivative instruments to hedge certain foreign currency exposures deemed to be material. The Company has entered into cross currency interest rate swaps, as discussed in Note 7 of the Notes to Consolidated Financial Statements, designated as a cash flow hedge of the foreign currency exchange rate risk associated with forecasted intercompany sales transactions denominated in Japanese Yen.

The Company uses various metals in the production of its products, including zinc, copper, silver and platinum. The Company's earnings are exposed to fluctuations in the prices of these commodities. The Company does not currently use derivative financial instruments to mitigate this commodity price risk.

Outlook

Sales in 2004 are expected to improve slightly in the automotive and electrical markets. Sales in the electronics market are expected to show steady growth, particularly in Asian markets. As these markets improve, the Company believes its long-term growth strategy, which emphasizes development of new circuit protection products and providing customers with solutions and technical support in all major regions of the world, will drive sales growth in all of its markets.

With the expectation of continued pricing pressure, the Company initiated a manufacturing rationalization program in 2001 emphasizing consolidation of plants and transfer of manufacturing to lower cost locations. The program involved manufacturing plant closures in the U.S., U.K. and Korea and workforce reductions in Ireland. The program is substantially completed as of January 3, 2004. The Company plans to initiate a new series of projects in 2004 to consolidate and reduce costs in its global manufacturing and distribution operations. These programs are expected to generate sufficient cost savings to more than offset price erosion in 2004. The Company also plans to increase research and development spending to accelerate new product development in order to help to drive future sales growth. The benefits of incremental volume improvements and cost savings are expected to have a favorable impact on earnings in 2004.

The Company is working to expand its market share in the overvoltage circuit protection market with the addition of products and technology through the Semitron Industries, Harris Suppression Products and Teccor acquisitions and the ability to offer customers total circuit protection solutions. The Company remains committed to investing in new product development and technical resources to provide customers with overcurrent and overvoltage circuit protection solutions and expertise.

"Safe Harbor" Statement Under the Private Securities Litigation Reform Act of 1995 The statements in this section, the letter to shareholders and in the other sections of this report which are not historical facts contained in this report are forward-looking statements that involve risks and uncertainties, including, but not limited to, product demand and market acceptance risks, the effect of economic conditions, the impact of competitive products and pricing, product development and patent protection, commercialization and technological difficulties, capacity and supply constraints or difficulties, exchange rate fluctuations, actual purchases under agreements, 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 Securities and Exchange Commission filings.

Report of Independent Auditors

The Board of Directors and Shareholders of Littelfuse, Inc.
We have audited the accompanying consolidated balance sheets of Littelfuse, Inc. and subsidiaries as of January 3, 2004 and December 28, 2002, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended January 3, 2004. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Littelfuse, Inc. and subsidiaries as of January 3, 2004 and December 28, 2002, and the consolidated results of their operations and their cash flows for each of the three years in the period ended January 3, 2004, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 1 to the financial statements in the year ended December 28, 2002, the Company changed its method of accounting for goodwill.

/s/ ERNST & YOUNG LLP

Ernst & Young LLP

Chicago, Illinois
February 3, 2004

Consolidated Balance Sheets

(In Thousands)	January 3, 2004	December 28, 2002
ASSETS		
Current assets:		
Cash and cash equivalents	$ 22,128	$ 27,750
Short-term investments	--	8,806
Accounts receivable, less allowances (2003 -- $7,470; 2002 - $7,330)	52,149	40,810
Inventories	52,598	44,533
Deferred income taxes	17,096	12,451
Prepaid expenses and other current assets	5,169	2,695
Total current assets	149,140	137,045
Property, plant, and equipment:		
Land	8,572	9,738
Buildings	38,531	32,733
Equipment	205,697	172,266
	252,800	214,737
Accumulated depreciation	(154,321)	(133,615)
	98,479	81,122
Intangible assets, net of amortization:		
Patents and licenses	17	36
Distribution network	4,113	4,607
Trademarks	7,813	2,270
Goodwill	48,643	49,043
	60,586	55,956
Other assets	3,365	3,355
Total assets	$ 311,570	$ 277,478
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 15,206	$ 11,094
Accrued payroll	20,894	17,373
Accrued expenses	15,077	8,425
Accrued income taxes	13,715	4,416
Current portion of long-term debt	18,496	18,994
Total current liabilities	83,388	60,302
Long-term debt, less current portion	10,201	20,252
Deferred income taxes	--	1,713
Accrued post-retirement benefits	4,564	9,027
Other long-term liabilities	1,215	473
Shareholders' equity:		
Preferred stock, par value $.01 per share: 1,000,000 shares authorized; no shares issued and outstanding	--	--
Common stock, par value $.01 per share: 34,000,000 shares authorized; shares issued and outstanding, 2003 - 22,002,119; 2002 - 21,759,065	220	218
Additional paid-in capital	75,859	71,918
Notes receivable - Common stock	(3,550)	(3,900)
Accumulated other comprehensive loss	(3,042)	(9,901)
Retained earnings	142,715	127,376
Total shareholders' equity	212,202	185,711
Total liabilities and shareholders' equity	$ 311,570	$ 277,478

See accompanying notes.

Consolidated Statements of Income

(In Thousands, Except per Share Amounts)

Year Ended	January 3, 2004	December 28, 2002	December 29, 2001
Net sales	$339,410	$283,267	$272,149
Cost of sales	234,984	194,644	186,557
Gross profit	104,426	88,623	85,592
Selling, general and administrative expenses	68,579	63,591	62,197
Research and development expenses	8,694	8,334	8,883
Amortization of intangibles	1,072	767	5,972
Operating income	26,081	15,931	8,540
Interest expense	2,045	2,653	3,291
Other expense (income), net	68	(1,753)	(1,112)
Income before income taxes	23,968	15,031	6,361
Income taxes	8,629	5,411	2,291
Net income	$ 15,339	$ 9,620	$ 4,070
Net income per share:			
Basic	$ 0.70	$ 0.44	$ 0.20
Diluted	$ 0.70	$ 0.44	$ 0.19
Weighted-average shares and equivalent shares outstanding:			
Basic	21,881	21,858	19,951
Diluted	22,004	21,971	21,731

See accompanying notes.

Consolidated Statements of Cash Flows

(In Thousands) Year Ended	January 3, 2004	December 28, 2002	December 29, 2001
Operating activities			
Net income	$ 15,339	$ 9,620	$ 4,070
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	20,029	18,137	19,710
Amortization of intangibles	1,072	767	5,972
Provision for bad debts	50	356	308
Deferred income taxes	(6,458)	(575)	(7,531)
Other	(205)	651	(435)
Changes in operating assets and liabilities:			
Accounts receivable	387	2,794	10,573
Inventories	5,865	4,762	11,873
Accounts payable and accrued expenses	12,584	3,296	(3,710)
Prepaid expenses and other	1,290	950	(520)
Net cash provided by operating activities	49,953	40,758	40,310
Investing activities			
Purchases of property, plant, and equipment, net	(14,041)	(8,360)	(14,121)
Purchase of businesses, net of cash acquired	(44,590)	(15,031)	(168)
Purchase of marketable securities	(1,598)	(13,747)	--
Sale of marketable securities	10,404	4,941	--
Net cash used in investing activities	(49,825)	(32,197)	(14,289)
Financing activities			
Proceeds from long-term debt	30,500	112	15,855
Payments of long-term debt	(41,996)	(13,130)	(21,887)
Proceeds from exercise of stock options and warrants	4,291	1,614	10,519
Purchases of common stock and redemption of warrants	--	(3,556)	(1,256)
Net cash provided by (used in) financing activities	(7,205)	(14,960)	3,231
Effect of exchange rate changes on cash	1,455	(378)	(216)
Increase (decrease) in cash and cash equivalents	(5,622)	(6,777)	29,036
Cash and cash equivalents at beginning of year	27,750	34,527	5,491
Cash and cash equivalents at end of year	$ 22,128	$ 27,750	$ 34,527

See accompanying notes.

Consolidated Statements of Shareholders' Equity

(In Thousands)	Common Stock	Additional Paid-In Capital	Notes Receivable - Common Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Total
Balance at December 30, 2000	$198	$60,223	$(3,353)	$ (7,874)	$117,533	$166,727
Comprehensive income:						
Net income for the year	--	--	--	--	4,070	4,070
Foreign currency translation adjustment	--	--	--	(2,391)	--	(2,391)
Comprehensive income						1,679
Stock options and warrants exercised	21	10,593	(95)	--	--	10,519
Purchase of 50,000 shares of common stock	--	(175)	--	--	(1,081)	(1,256)
Balance at December 29, 2001	$219	$70,641	$(3,448)	$ (10,265)	$120,522	$177,669
Comprehensive income:						
Net income for the year	--	--	--	--	9,620	9,620
Change in net unrealized loss on derivatives	--	--	--	(231)	--	(231)
Minimum pension liability adjustment, net of tax	--	--	--	(3,462)	--	(3,462)
Foreign currency translation adjustment	--	--	--	4,057	--	4,057
Comprehensive income						9,984
Stock options and warrants exercised	1	2,065	(452)	--	--	1,614
Purchase of 225,800 shares of common stock	(2)	(788)	--	--	(2,766)	(3,556)
Balance at December 28, 2002	$218	$71,918	$(3,900)	$(9,901)	$127,376	$185,711
Comprehensive income:						
Net income for the year	--	--	--	--	15,339	15,339
Change in net unrealized loss on derivatives	--	--	--	(770)	--	(770)
Minimum pension liability adjustment, net of tax	--	--	--	3,216	--	3,216
Foreign currency translation adjustment	--	--	--	4,413	--	4,413
Comprehensive income	--	--	--	--	--	22,198
Payments on notes receivable	--	--	350	--	--	350
Stock options and warrants exercised	2	3,941	--	--	--	3,943
Balance at January 3, 2004	$220	$75,859	$(3,550)	$(3,042)	$142,715	$212,202

See accompanying notes.

Notes to Consolidated Financial Statements
January 3, 2004 and December 28, 2002

1.
Summary of Significant Accounting Policies and Other Information

Nature of Operations Littelfuse, Inc. and its subsidiaries (the Company) design, manufacture, and sell circuit protection devices for use in the automotive, electronic and electrical markets throughout the world.

Fiscal Year The Company's fiscal years ended January 3, 2004, December 28, 2002 and December 29, 2001, and contained 53, 52 and 52 weeks, respectively.

Basis of Presentation The consolidated financial statements include the accounts of Littelfuse, Inc. and its subsidiaries. All significant intercompany accounts and transactions have been eliminated. Certain amounts reported in previous years have been reclassified to conform to the 2003 presentation.

Cash Equivalents All highly liquid investments, with a maturity of three months or less when purchased, are considered to be cash equivalents.

Short-term Investments Short-term investments consist primarily of liquid debt instruments purchased with maturity dates greater than three months. The Company has determined that all of its investment securities are to be classified as available-for-sale. Available-for-sale securities are carried at fair value with the unrealized gains and losses reported in "Shareholders' Equity" as a component of "Accumulated Other Comprehensive Income (Loss)." The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is included in interest income. Realized gains and losses and declines in value judged to be other-than-temporary on available-for-sale securities are included in other income or expense. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in interest income.

Fair Value of Financial Instruments The Company's financial instruments include cash and cash equivalents, short-term investments, accounts receivable and long-term debt. The carrying values of such financial instruments approximate their estimated fair values.

Accounts Receivable The Company performs credit evaluations of customers' financial condition and generally does not require collateral. Credit losses are provided for in the financial statements based upon specific knowledge of a customer's inability to meet its financial obligations to the Company. Historically, credit losses have consistently been within management's expectations and have not been a material amount. The Company also maintains allowances against accounts receivable for the settlement of rebates and sales discounts to customers. These allowances are based upon specific customer sales and sales discounts as well as actual historical experience.

Inventories Inventories are stated at the lower of cost (first in, first out method) or market, which approximates current replacement cost. The Company maintains excess and obsolete allowances against inventory to reduce the carrying value to the expected net realizable value. These allowances are based upon a combination of factors including historical sales volume, market conditions, lower of cost or market analysis and expected realizable value of the inventory.

Property, Plant, and Equipment Land, buildings, and equipment are carried at cost. Depreciation is provided under accelerated methods using useful lives of 21 years for buildings, 7 to 9 years for equipment, and 7 years for furniture and fixtures. Tooling and computer software are depreciated using the straight-line method over 5 years and 3 years, respectively.

Intangible Assets Prior to the adoption of the Financial Accounting Standards Board issued Statements of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" on December 30, 2001, reorganization value in excess of amounts allocable to identifiable assets and trademarks was amortized using the straight-line method over 20 years. Trade name is amortized using the straight-line method over its estimated useful life of 10 years. Patents are amortized using the straight-line method over their estimated useful lives, which average approximately 10 years. The distribution network has been amortized using an accelerated method over 20 years. Licenses have been amortized using an accelerated method over their estimated useful lives, which average approximately 9 years. Other intangible assets consisting principally of goodwill were amortized over 10 to 20 years.

Revenue Recognition In accordance with the Staff Accounting Bulletin (SAB) No. 104, "Revenue Recognition," issued in December 2003, sales and associated costs are recognized in accordance with customer shipping terms which is when the transfer of title to the customer occurs. Such revenue is recognized when collectibility is reasonably assured.

Advertising Costs The Company expenses advertising costs as incurred which amounted to $1.2 million in 2003, $2.1 million in 2002 and $1.1 million in 2001.

Foreign Currency Translation The Company's foreign subsidiaries use the local currency as their functional currency. Accordingly, assets and liabilities are translated using exchange rates at the balance sheet date and revenues and expenses are translated at weighted average rates. Adjustments from the translation process are reflected as a component of shareholders' equity.

Derivative Instruments The Company recognizes derivatives as either assets or liabilities on the Consolidated Balance Sheets and measures those instruments at fair value. The accounting for changes in the fair value of a derivative depends on the intended use and designation of the derivative instrument. For derivatives designated as cash flow hedges, the effective portion of the derivative's gain or loss is initially reported as a component of accumulated other comprehensive income (loss) and subsequently reclassified into earnings when the hedged exposure affects earnings. Derivative financial instruments involve, to a varying degree, elements of market and credit risk not recognized in the consolidated financial statements. The market risk associated with these instruments resulting from interest rate movements is expected to offset the market risk of the underlying transactions being hedged. The counterparties to the agreements relating to the Company's cross currency rate instruments consist of major international financial institutions with high credit ratings. The Company does not believe that there is significant risk of non-performance by these counterparties because the Company monitors the credit ratings of such counterparties, and limits the financial exposure and amount of agreements entered into with any one financial institution. While the notional amounts of the derivative financial instruments provides one measure of the volume of these transactions, they do not represent the amount of the Company's exposure to credit risk. The amounts potentially subject to credit risk (arising from the possible inability of counterparties to meet the terms of their contracts) are generally limited to the amounts, if any, by which the counterparties' obligations under the contracts exceed the obligations of the Company to the counterparty.

Stock-Based Compensation As permitted by SFAS No. 123, "Accounting for Stock-Based Compensation" (SFAS 123), the Company accounts for stock option grants to employees and directors in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," using the intrinsic value method. Generally, the Company grants stock options for a fixed number of shares with an exercise price equal to the market price of the underlying stock at the date of grant and, accordingly, does not recognize compensation expense. On certain occasions, the Company has granted stock options for a fixed number of shares with an exercise price below that of the underlying stock on the date of the grant and recognizes compensation expense accordingly. This compensation expense has not been material. See Note 9 for additional information on stock-based compensation.

The following table discloses our pro forma net income and diluted net income per share had the valuation methods under SFAS 123 been used for our stock option grants. The table also discloses the weighted average assumptions used in estimating the fair value using the Black-Scholes option pricing method.

(In thousands, except per share amounts)	2003	2002	2001
Net income as reported	$ 15,339	$ 9,620	$ 4,070
Stock option compensation expense, net of tax	(1,149)	(1,022)	(1,436)
Pro forma net income	$ 14,190	$ 8,598	$ 2,634
Basic net income per share			
As reported	$ 0.70	$ 0.44	$ 0.20
Pro forma	$ 0.65	$ 0.39	$ 0.13
Diluted net income per share			
As reported	$ 0.70	$ 0.44	$ 0.19
Pro forma	$ 0.65	$ 0.39	$ 0.13
Risk-free interest rate	3.45%	3.24%	5.11%
Expected dividend yield	0%	0%	0%
Expected stock price volatility	46.9%	41.4%	58.6%
Expected life of options	8 years	8 years	8 years

These pro forma amounts may not be representative of future disclosures because the estimated fair value of the options is amortized to expense over the vesting period and additional options may be granted in the future.

Use of Estimates The preparation of financial statements in conformity with

accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Shipping and Handling Fees and Costs Amounts billed to customers in a sales transaction represent fees earned for the goods provided and, accordingly, amounts billed related to shipping and handling should be classified as revenue. Costs incurred for shipping and handling of $4.3 million, $3.6 million and $3.1 million in 2003, 2002 and 2001, respectively, are classified in Selling, General, and Administrative Expenses.

Accounting Pronouncements In June 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets," which prohibits the amortization of goodwill and intangible assets with indefinite useful lives. Statement 142 requires that these assets be reviewed for impairment at least annually. Intangible assets with finite lives will continue to be amortized over their estimated useful lives. Statement 142 also requires that goodwill included in the carrying value of equity method investments no longer be amortized. The Company adopted the provisions of Statement 142 as of December 30, 2001. The Company has tested goodwill for impairment both as of the date of adoption of Statement No. 142 and September 27, 2003 and as of September 29, 2002 as prescribed in Statement 142 and determined that there was no impairment. The effect of non-amortization of goodwill had Statement 142 been effective at the beginning of each year is as follows:

(In thousands, except per share amounts)	2003	2002	2001
Net income as reported	$ 15,339	$ 9,620	$ 4,070
Add back: Goodwill amortization, net of tax	--	--	2,145
Adjusted net income	$ 15,339	$ 9,620	$ 6,215
Basic net income per share			
As reported	$ 0.70	$ 0.44	$ 0.20
Goodwill amortization	--	--	0.11
Adjusted basic net income per share	$ 0.70	$ 0.44	$ 0.31
Diluted net income per share			
As reported	$ 0.70	$ 0.44	$ 0.19
Goodwill amortization	--	--	0.10
Adjusted diluted net income share	$ 0.70	$ 0.44	$ 0.29

Restructuring Costs Included in the Company's operating results for the year ended December 29, 2001 are restructuring charges of $6.3 million in cost of sales. These charges were reported on a separate line entitled "Restructuring expense" in the prior year's consolidated financial statements. During 2003 these charges were reclassified to cost of sales. The Company expects these types of charges to be incurred in the future as part of the Company's on-going cost reduction efforts. These charges resulted from the Company's plant closures in the U.S. and the U.K., workforce reductions in Korea and the write-down of manufacturing equipment. Restructuring charges for the closure of the U.S. and the U.K. plants included $4.1 million of employee termination costs covering 462 technical, production, and production related employees. Restructuring of the Korea manufacturing operations included $1.1 million of employee termination costs covering 50 technical, production, administrative and support employees. The remaining $1.1 million of the restructuring expense relates to the non-cash write-down of manufacturing equipment. Restructuring charges incurred in 2001 were paid by December 29, 2001, Included in the Company's operating results for the year ended December 28, 2002 are restructuring charges of $3.7 million, consisting of $1.7 million of cost of sales and $2.0 million of selling, general and administrative expense, respectively. These charges were reported on a separate line entitled "Restructuring expense" in the prior year's consolidated financial statements. During 2003 these charges were reclassified to cost of sales and selling, general and administrative expenses. The Company expects these types of charges to be incurred in the future as part of the Company's on-going cost reduction efforts. These charges resulted from the Company's plant closure in Korea, workforce reductions in Ireland and the write-down of manufacturing equipment. Restructuring charges for the closure of the Korea plant included $1.5 million of employee termination costs covering 62 technical, production, administrative and support employees. Restructuring of the Ireland manufacturing operations included $1.4 million of employee termination costs covering 19 technical, production, administrative and support employees. The remaining $0.8 million of the restructuring expense relates to the non-cash write-down of manufacturing equipment. All restructuring liabilities that existed at December 28, 2002 were paid during 2003. Included in the Company's operating results for the year ended January 3, 2004 are restructuring charges of $3.2 million in cost of sales related to employee termination costs. These charges primarily result from the Company's planned workforce reduction of 29 production related employees in Ireland. Of the $3.2 million restructuring charges accrued in 2003, $3.1 million was paid in 2003 and the remaining $0.1 million is expected to be paid in 2004.

2. Acquisition of Business

On July 7, 2003, the Company completed the acquisition of all of the outstanding stock of Teccor Electronics, Inc. (`Teccor'), a subsidiary of Invensys plc for $44.6 million in cash, plus a future payment of $5.0 million contingent on sales of Teccor products reaching $107.0 million for calendar year 2005. Teccor manufactures semiconductor products for the telecommunications and industrial market segments, including transient voltage suppression devices and power switching devices. The addition of Teccor's transient voltage suppression products expands the Company's line of overvoltage products and strengthens its position in the telecom and industrial market segments. The acquisition was

accounted for using the purchase method and the operations of Teccor are included in the Company's operations from the date of acquisition. The allocation of the purchase price resulted in no goodwill. The acquisition was funded with cash on hand and borrowings under the Company's $50.0 million revolving credit facility. The allocation of purchase price, net of cash, is as follows:

(in thousands)

Current assets	$ 27,508
Property, plant and equipment	21,550
Intangible asset	6,100
Deferred tax assets	6,703
Current liabilities	(9,985)
Purchase accounting liabilities	(6,900)
Other long term liabilities	(386)
Total purchase price, net of cash	$ 44,590

Purchase accounting liabilities are estimated to be $6.9 million and are primarily for redundancy costs related to manufacturing operations and selling, general and administrative functions. The Company began formulating the plan to incur these costs as of the acquisition date. Included in this amount is $0.7 million to reflect the obligation of Teccor to remit to Invensys proceeds from the sale of land. As of January 3, 2004, $0.7 million of restructuring payments related to employee severance have been paid leaving a balance of $6.2 million in purchase accounting liabilities at January 3, 2004. The remaining accrued liabilities are expected to be paid by the end of the 2004 fiscal year.

The following unaudited pro forma consolidated financial information for the Company has been prepared assuming the acquisition had occurred on December 30, 2001.

(In thousands, except per share data)

For the year ended	2003	2002
Net revenues	$375,797	$363,384
Net income from operations	23,211	9,773
Net income	13,179	4,920
Diluted net income per share	$ 0.60	$ 0.22

These unaudited pro forma results are presented for comparative purposes only. The pro forma results are not necessarily indicative of what actual results would have been had the acquisition been completed as of the beginning of the respective periods, or of future results.

On July 16, 2002, the Company acquired Semitron Industries for $12.6 million and 40% of LC Fab Co. for $2.4 million in cash. Semitron Industries manufactures and markets a broad line of transient voltage suppression devices that provide circuit protection for products in numerous markets including computer, telecommunications, automotive and consumer electronics. LC Fab Co. provides semiconductor dies for assembly at Semitron Industries. Subsequent to the acquisition, Semitron Industries has been renamed Littelfuse UK Limited. This acquisition has been accounted for through the use of the purchase method of accounting; accordingly, the accompanying financial statements include the results of its operations since the acquisition date. The purchase price has been allocated to the following net assets acquired based on fair value of such assets: accounts receivable of $1.7 million, inventory of $1.9 million, property, plant and equipment of $3.0 million, goodwill of $7.4 million and liabilities assumed of $1.5 million. Purchase accounting liabilities recorded in 2002 consist of $0.2 million for transaction costs and $0.8 million for costs associated with involuntary termination of employees in connection with the integration of the business. Assuming that this acquisition had occurred at the beginning of 2002 and 2001, unaudited pro forma sales of Littelfuse, Inc. would have been $286.0 million in 2001 and $288.1 million in 2002 and pro forma results of operations would not have differed materially from reported results of operations. The pro forma results are not necessarily indicative of what would have occurred if the acquisition had been consummated at the beginning of each year, nor are they necessarily indicative of future consolidated operating results.

3. Inventories

The components of inventories are as follows at January 3, 2004 and December 28, 2002 (in thousands):

	2003	2002
Raw materials	$11,783	$10,084
Work in process	16,224	11,615
Finished goods	24,591	22,834
Total net inventory	$52,598	$44,533

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4. Intangible Assets

The Company recorded amortization expense of $1.1 million, $0.8 million and $6.0 million in 2003, 2002 and 2001, respectively. The details of intangible assets and future amortization expense of existing intangible assets at January 3, 2004, are as follows (in thousands):

	As of January 3, 2004			As of December 28, 2002		
	Gross Carrying Value	Accumulated Amortization	Weighted Average Useful Life	Gross Carrying Value	Accumulated Amortization	Weighted Average Useful Life
Patents and licenses	$22,820	$22,803	8.0	$22,820	$22,784	8.0
Distribution network	13,440	9,327	20.0	13,440	8,833	20.0
Trademarks and tradenames	11,145	3,332	15.0	5,045	2,775	20.0
Total	$47,405	$35,462	12.3	$41,305	$34,392	12.8

Estimated amortization expense related to intangible assets with definite lives at January 3, 2004, is as follows (in thousands):

2004	$ 1,951
2005	1,934
2006	1,934
2007	1,934
2008	1,934
Thereafter	2,256
	$11,943

The amounts for goodwill by operating segment are as follows at January 3, 2004 and December 28, 2002 (in thousands):

	2003	2002
Americas	$36,492	$36,837
Europe	11,703	11,758
Asia	448	448
Total goodwill	$48,643	$49,043

5. Long-Term Obligations

The carrying amounts of long-term debt, which approximate fair value, are as follows at January 3, 2004 and December 28, 2002 (in thousands):

	2003	2002
6.16% Senior Notes, maturing 2005	$20,000	$30,000
Revolving credit facility	--	--
Other obligations	8,697	9,096
Capital lease obligations	--	150
	28,697	39,246
Less: Current maturities	18,496	18,994
	$10,201	$20,252

The Company has unsecured domestic financing arrangements consisting of Senior Notes with insurance companies and a credit agreement with banks that provides a $50.0 million revolving credit facility. The Senior Notes require minimum annual principal payments. No principal payments are required for borrowings against the revolving line of credit until the line matures on August 26, 2006. At January 3, 2004, the Company had available $50.0 million of borrowing capability under the revolving credit facility at an interest rate of LIBOR plus 1.0%. The bank credit agreement provides for letters of credit of up to $5.0 million as part of the available line of credit. At January 3, 2004, the Company had $1.9 million of outstanding letters of credit.

The Company also has an unsecured bank line of credit in Japan that provides a Yen 0.9 billion revolving credit facility at an interest rate of TIBOR plus 1.0% (1.08% as of January 3, 2004. At January 3, 2004, the Company had an equivalent of $8.4 million outstanding on the Yen facility.

The Senior Notes and bank credit agreement contain 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 addition, the Company is required to satisfy certain financial covenants and tests relating to, among other matters, interest coverage, working capital, leverage and net worth. At January 3, 2004 and for the year then ended, the Company was in compliance with these covenants.

Aggregate maturities of long-term obligations at January 3, 2004, are as follows (in thousands):

2004	$18,496
2005	10,081
2006	80
2007	40
2008 and thereafter	--

$28,697

Interest paid on long-term debt approximated $2.1 million in 2003, $2.5 million in 2002 and $3.1 million in 2001.

6. Short-term Investments

Short-term investments consist primarily of liquid debt instruments purchased with remaining maturity dates greater than three months.

The following is a summary of short-term investments classified as "available-for-sale" securities as of December 28, 2002 (in thousands):

Debt/equity securities:	
Amortized cost	$8,808
Gross unrealized gains	2
Gross unrealized losses	4
Estimated fair value	$8,806

Proceeds from the sales of short-term investments in 2003 were $10.4 million. Realized gains and losses on the sales of securities are based on the specific identification method and included in earnings. During 2003, realized gains on sales of securities were not material to the results of operations and there were no realized losses. During 2002, there were no realized gains, and losses on sales of securities were not material to the results of operations.

7. Derivatives and Hedging

On June 11, 2002, the Company entered into cross-currency rate swaps, with a notional amount of $11.6 million and a maturity date of September 5, 2005. The cross-currency rate swaps convert a portion of the Company's U.S. Dollar fixed rate debt to fixed rate Japanese Yen debt and have been designated as a cash flow hedge of the variability of Yen cash flows attributable to the exchange rate risk on forecasted intercompany sales of inventory to a Japanese subsidiary. The notional amount outstanding at January 3, 2004, was $6.8 million and the fair value of the outstanding cross-currency rate swap agreements was recognized as a $1.1 million liability and as a charge to consolidated equity as a component of other comprehensive income in the Consolidated Balance Sheet at January 3, 2004. The notional amount outstanding at December 28, 2002, was $10.0 million and the fair value of the outstanding cross-currency rate swap agreements was recognized as a $0.2 million liability and as a charge to comprehensive loss as a component of other comprehensive loss in the Consolidated Balance Sheet at December 28, 2002. There were no cross-currency rate swaps outstanding as of December 29, 2001.

8. Benefit Plans

The Company has a defined-benefit pension plan covering substantially all of its North American employees. The amount of the retirement benefit is based on years of service and final average pay. The plan also provides post-retirement medical benefits to retirees and their spouses if the retiree has reached age 62 and has provided at least ten years of service prior to retirement. Such benefits generally cease once the retiree attains age 65. The Company also has defined benefit pension plans covering employees in the U.K., Ireland, Japan and the Netherlands. The amount of these retirement benefits is based on years of service and final average pay. Liabilities resulting from the plan that covers employees in the Netherlands are settled annually through the purchase of insurance contracts. Separate from the foreign pension data presented below, net periodic expense for the plan covering Netherlands employees was $0.3 million, $0.3 million and $0.2 million in 2003, 2002 and 2001, respectively.

The Company's contributions are made in amounts sufficient to satisfy legal requirements and ensure funding to at least 90% of the ERISA Current Liability amount. In 2004, the Company expects to make contributions to defined benefit pension plans in the range of $0.5 million to $4.5 million.

Changes in actual return on pension plan assets are deferred and recognized over a period of three years. The deferral of actual gains and losses affects the calculated value of plan assets and therefore future pension expense. Charges to record additional minimum pension liability reflected in accumulated other comprehensive loss in the Consolidated Balance Sheet, net of tax were $0.3 million in 2003 and $3.5 million in 2002. Differences between total pension expense of $3.6 million, $2.2 million and $1.8 million in 2003, 2002 and 2001, respectively, were not material to the overall financial performance of the Company. The increases in pension expense in 2003 and 2002 were primarily due to lower asset investment returns than assumed and a decrease in the discount rate.

	U.S.		Total Foreign	
	2003	2002	2003	2002
Change in benefit obligation				
Benefit obligation at beginning of year	$ 54,485	$47,764	$21,516	$ 15,819
Service cost	2,667	2,198	786	621
Interest cost	3,551	3,528	1,260	992
Plan participants' contributions	--	--	178	167
Net actuarial loss (gain)	(2,152)	3,885	(22)	1,638

Benefits paid	(2,903)	(2,890)	(708)	(764)
Effect of exchange rate movements	--	--	4,469	3,043
Benefit obligation at end of year	$ 55,648	$54,485	$27,479	$ 21,516
Change in plan assets at fair value				
Fair value of plan assets at beginning of year	$ 35,685	$43,139	$17,347	$ 16,919

	U.S. 2003	U.S. 2002	Foreign 2003	Foreign 2002
Actual return (loss) on plan assets	8,886	(4,564)	1,993	(2,113)
Employer contributions	3,000	--	537	431
Plan participant contributions	--	--	178	167
Benefits paid	(2,903)	(2,890)	(708)	(764)
Effect of exchange rate movements	--	--	3,650	2,707
Fair value of plan assets at end of year	$ 44,668	$ 35,685	$ 22,997	$ 17,347
Unfunded status	$ (10,980)	$(18,800)	$ (4,482)	$ (4,169)
Unrecognized prior service cost (benefit)	124	--	(142)	(138)
Unrecognized transition asset	--	--	(1,555)	(1,401)
Unrecognized net actuarial loss (gain)	6,552	14,170	6,294	6,182
Prepaid pension asset (obligation)	$ (4,304)	$ (4,630)	$ 115	$ 474
Amounts recognized in the Consolidated Balance Sheet consist of:				
Prepaid benefit cost	$ --	$ --	$ 50	$ 29
Accrued benefit asset (obligation)	(4,304)	(8,154)	(208)	(856)
Accumulated other comprehensive income	--	2,291	273	1,171
Net amount recognized	$ (4,304)	$ (5,863)	$ 115	$ 344

The accumulated benefit obligation for the U.S. defined benefits plans was $45,984 and $45,839 at January 3, 2004 and December 28, 2002, respectively. The accumulated benefit obligation for the foreign plans was $22,787 and $17,751 at January 3, 2004 and December 28, 2002, respectively.

	U.S.			Foreign		
	2003	2002	2001	2003	2002	2001
Components of net periodic benefit cost						
Service cost	$ 2,667	$ 2,198	$ 2,327	$ 995	$ 796	$ 659
Interest cost	3,551	3,528	3,264	1,260	992	882
Expected return on plan assets	(3,664)	(4,112)	(4,182)	(1,243)	(1,277)	(1,129)
Amortization of prior service cost	10	46	66	(11)	(11)	--
Amortization of transition asset	--	--	--	(102)	(85)	(81)
Amortization of losses	110	--	--	--	--	--
Recognized actuarial loss	--	--	--	253	--	--
Total cost of the plan for the year	2,674	1,660	1,475	1,152	415	331
Expected plan participants' contribution	--	--	--	(208)	(175)	(159)
Net periodic benefit cost	$ 2,674	$ 1,660	$ 1,475	$ 944	$ 240	$ 172

Weighted average assumptions used to determine benefit obligations at year-end 2003, 2002 and 2001:

	U.S.			Foreign		
	2003	2002	2001	2003	2002	2001
Discount rate	6.5%	6.8%	7.3%	5.5%	5.5%	6.0%
Compensation increase rate	4.5%	4.5%	4.5%	4.0%	4.0%	4.0%
Measurement dates	12/31/03	12/31/02	12/31/01	12/31/03	12/31/02	12/31/01

Weighted average assumptions used to determine net periodic benefit cost for the years 2003, 2002 and 2001:

	U.S.			Foreign		
	2003	2002	2001	2003	2002	2001
Discount rate	6.8%	7.3%	7.5%	5.5%	6.0%	6.0%
Expected return on plan assets	9.0%	9.0%	9.0%	6.7%	6.8%	7.0%
Compensation increase rate	4.5%	4.5%	4.5%	4.0%	4.0%	4.0%
Measurement dates	1/1/03	1/1/02	1/1/01	1/1/03	1/1/02	1/1/01

Defined Benefit Plan Assets

Based upon analysis of the target asset allocation and historical returns by type of investment, the Company has assumed that the expected long-term rate of return will be 9.0% on domestic plan assets and 6.7% on foreign plan assets.

Assets are invested to maximize long-term return taking into consideration timing of settlement of the retirement liabilities and liquidity needs for benefits payments. Actual investment returns over the last three years have been less than the assumed long-term rate of return and, should this trend continue, net periodic benefit cost would increase. U.S. defined benefit pension assets were invested as follows and were not materially different from the target asset allocation:

	U.S. Asset Allocation 2003	2002
Equity securities	74%	69%
Debt securities	26%	31%
	100%	100%

Defined Contribution Plans

The Company also maintains a 401(k) savings plan covering substantially all U.S. employees. The Company matches 50% of the employee's annual contributions for the first 4% of the employee's gross wages. Employees vest in the Company contributions after two years of service. Company matching contributions amounted to $0.5 million, $0.6 million and $0.6 million in 2003, 2002 and 2001, respectively. The Company provides additional retirement benefits for certain key executives through its unfunded defined contribution Supplemental Executive Retirement Plan. The charge to expense for this plan amounted to $0.7 million, $0.4 million and $1.9 million in 2003, 2002 and 2001, respectively.

9. Shareholders' Equity

Stock Options The Company has stock option plans authorizing the granting of both incentive and nonqualified options and other stock rights of up to 4,425,000 shares of common stock to employees and directors. The stock options issued prior to 2002 vest over a five-year period and are exercisable over a ten-year period commencing from the date of vesting. The Company changed its policy in 2002 where the stock options vest over a five-year period and are exercisable over a ten-year period commencing from the date of the grant. This change was not made to stock options already granted.

A summary of stock option information follows:

	2003		2002		2001	
	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price
Outstanding at beginning of year	1,976,605	$23.73	1,902,905	$23.63	1,692,075	$ 22.53
Options granted						
Option price equals market price	361,750	22.18	329,250	23.18	391,200	27.18
Option price less than market price	20,000	7.00	4,000	5.00	1,000	5.00
Total options granted	381,750	21.38	333,250	22.96	392,200	(27.12)
Exercised	(169,015)	17.29	(99,580)	15.43	(116,170)	16.42
Forfeited	(142,620)	27.64	(159,970)	26.02	(65,200)	29.06
Outstanding at end of year	2,046,720	$23.55	1,976,605	$23.73	1,902,905	$ 23.63
Exercisable at end of year	1,114,028		1,060,140		938,623	
Available for future grant	774,870		1,004,500		164,400	
Weighted-average value of options granted during the year		$13.71		$12.75		$ 18.31
Option price equals market price		13.25		12.69		18.29
Option price less than market price		23.89		20.97		20.72

As of January 3, 2004, the Company had the following outstanding options:

Exercise Price	Options Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Life	Options Exercisable
$3.69 to $ 5.00	28,100	$ 4.44	5.90	25,500
$7.00 to $11.16	79,200	9.96	10.75	59,200
$11.63 to $16.50	120,580	15.46	6.21	115,380
$17.81 to $25.50	1,172,210	21.91	9.69	588,178
$26.63 to $35.50	646,630	30.51	11.38	325,770

Notes Receivable - Common Stock In 1995, the Company established the Executive

Loan Program under which certain management employees may obtain interest-free loans from the Company to facilitate their exercise of stock options and payment of the related income tax liabilities. Such loans, limited to 90% of the exercise price plus related tax liabilities, have a five-year maturity, subject to acceleration for termination of employment or death of the employee. Such loans are classified as a reduction of shareholders' equity. The Company changed its policy in 2002 such that management employees may no longer obtain such loans.

Accumulated Other Comprehensive Loss At the end of the year the components of accumulated other comprehensive loss were as follows (in thousands):

	January 3, 2004	December 28, 2002
Net unrealized loss on derivatives	$(1,001)	$ (231)
Minimum pension liability adjustment, net of tax	(246)	(3,462)
Foreign currency translation adjustment	(1,795)	(6,208)
Total	$(3,042)	$(9,901)

Preferred Stock The Board of Directors may authorize the issuance from time to time of preferred stock in one or more series with such designations, preferences, qualifications, limitations, restrictions, and optional or other special rights as the Board may fix by resolution. In connection with the Rights Plan, the Board of Directors has reserved, but not issued, 200,000 shares of preferred stock.

Rights Plan In December 1995, the Company adopted a shareholder rights plan providing for a dividend distribution of one preferred share purchase right for each share of common stock outstanding on and after December 15, 1995. The rights can be exercised only if an individual or group acquires or announces a tender offer for 15% or more of the Company's common stock. If the rights first become exercisable as a result of an announced tender offer, each right would entitle the holder to buy 1/200th of a share of a new series of preferred stock at an exercise price of $67.50. Once an individual or group acquires 15% or more of the Company's common stock, each right held by such individual or group becomes void and the remaining rights will then entitle the holder to purchase a number of common shares having a market value of twice the exercise price of the right. If the attempted takeover succeeds, each right will then entitle the holder to purchase a number of the acquiring Company's common shares having a market value of twice the exercise price of the right. After an individual or group acquires 15% of the Company's common stock and before they acquire 50%, the Company's Board of Directors may exchange the rights in whole or in part, at an exchange ratio of one share of common stock or 1/100th of a share of a new series of preferred stock per right. Before an individual or group acquires 15% of the Company's common stock, or a majority of the Company's Board of Directors are removed by written consent, whichever occurs first, the rights are redeemable for $0.01 per right at the option of the Company's Board of Directors. The Company's Board of Directors is authorized to reduce the 15% threshold to no less than 10%. Each right will expire on December 15, 2005, unless earlier redeemed by the Company.

10. Income Taxes

Federal, state, and foreign income tax expense (benefit) consists of the following (in thousands):

	2003	2002	2001
Current:			
Federal	$ 10,346	$ (527)	$ 5,187
State	339	249	(637)
Foreign	4,402	5,110	4,980
Subtotal	15,087	4,832	9,530
Deferred:			
Federal	(6,897)	2,987	(7,379)
Foreign	439	(2,408)	140
Subtotal	(6,458)	579	(7,239)
Provision for income taxes	$ 8,629	$ 5,411	$ 2,291

Domestic and foreign income (loss) before income taxes is as follows (in thousands):

	2003	2002	2001
Domestic	$ 6,808	$ 6,542	$ (10,030)
Foreign	17,160	8,489	16,391
Income before income taxes	$23,968	$15,031	$ 6,361

A reconciliation between income taxes computed on income before income taxes at the federal statutory rate and the provision for income taxes is provided below (in thousands):

	2003	2002	2001
Tax expense at statutory rate of 35%	$ 8,389	$ 5,259	$2,226
State and local taxes (benefit), net of federal tax benefit	220	162	(476)
Foreign income tax rate differential	125	179	(615)
Foreign losses for which no tax benefit is available	--	34	47
Other, net	(105)	(223)	1,109
Provision for income taxes	$ 8,629	$ 5,411	$2,291

Deferred income taxes are provided for the tax effects of temporary differences between the financial reporting bases and the tax bases of the Company's assets and liabilities. Significant components of the Company's deferred tax assets and liabilities at January 3, 2004 and December 28, 2002, are as follows (in thousands):

	2003	2002
Deferred tax liabilities		
Tax depreciation and amortization in excess of book	$ 1,572	$ 5,397
Other	1,340	89
Total deferred tax liabilities	2,912	5,486
Deferred tax assets		
Accrued expenses	16,324	13,229
Foreign tax credit carryforwards	2,782	2,995
AMT credit carryforwards	1,002	--
Foreign net operating loss carryforwards	2,666	1,785
Gross deferred tax assets	22,774	18,009
Less: Valuation allowance	(2,666)	(1,785)
Total deferred tax assets	20,108	16,224
Net deferred tax assets	$17,196	$10,738

The deferred tax asset valuation allowance is related to deferred tax assets from foreign net operating losses. The AMT credit carryforward and the net operating loss carryforwards have no expiration date. The foreign tax credit carryforwards expire between 2006 and 2008. The Company paid income taxes of $2.7 million, $5.8 million and $8.4 million in 2003, 2002 and 2001, respectively. U.S. income taxes were not provided for on a cumulative total of approximately $37.5 million of undistributed earnings for certain non-U.S. subsidiaries as of January 3, 2004, and accordingly, no deferred tax liability has been established relative to these earnings. The determination of the deferred tax liability associated with the distribution of these earnings is not practicable.

11. Business Segment Information

The Company designs, manufactures and sells circuit protection devices throughout the world. The Company has three reportable geographic segments: The Americas, Europe and Asia-Pacific. The circuit protection market in these geographical segments is categorized into three major product areas: electronic, automotive and electrical. The Company evaluates the performance of each geographic segment based on its net income or loss. The Company also accounts for intersegment sales as if the sales were to third parties.

The Company's reportable segments are the business units where the revenue is earned and expenses are incurred. The Company has subsidiaries in The Americas, Europe and Asia-Pacific where each region is measured based on its sales and operating income or loss.

Information concerning the operations in these geographic segments for the fiscal years ended 2003, 2002 and 2001 are as follows (in thousands):

		The Americas	Europe	Asia Pacific	Combined Total	Corporate	Reconciliation	Consolidated Total
Revenues	2003	$ 167,417	$61,098	$110,895	$ 339,410	$ --	$ --	$339,410
	2002	$ 148,047	$51,233	$ 83,987	$ 283,267	$ --	$ --	$283,267
	2001	$ 144,899	$51,430	$ 75,820	$ 272,149	$ --	$ --	$272,149
Intersegment revenues	2003	70,882	54,742	21,443	147,067	--	(147,067)	--
	2002	62,022	47,213	17,696	126,931	--	(126,931)	--
	2001	54,440	46,660	9,926	111,026	--	(111,026)	--
Interest expense	2003	2,068	(25)	2	2,045	--	--	2,045
	2002	2,450	19	184	2,653	--	--	2,653
	2001	3,075	23	193	3,291	--	--	3,291
Depreciation and amortization	2003	16,442	1,541	2,350	20,333	768	--	21,101
	2002	13,256	2,853	2,028	18,137	767	--	18,904
	2001	12,176	4,035	1,723	17,934	7,748	--	25,682
Other expense (income), net	2003	728	(91)	(705)	(68)	--	--	(68)
	2002	1,385	888	(520)	1,753	--	--	1,753
	2001	635	688	(211)	1,112	--	--	1,112
Income tax	2003	4,326	1,022	3,281	8,629	--	--	8,629

expense (benefit)	2002	3,583	1,764	64	5,411	--	--	5,411
	2001	(2,831)	2,871	2,251	2,291	--	--	2,291
Net income (loss)	2003	5,306	869	9,932	16,107	(768)	--	15,339
	2002	2,626	3,235	8,270	14,131	(4,511)	--	9,620
	2001	5,426	7,363	5,347	18,136	(14,066)	--	4,070
Identifiable assets	2003	273,952	33,637	47,798	355,387	82,919	(126,736)	311,570
	2002	202,642	32,908	45,079	280,629	83,706	(86,857)	277,478
	2001	191,626	35,568	41,643	268,837	83,048	(79,613)	272,272
Capital expenditures, net	2003	12,157	1,954	(70)	14,041	--	--	14,041
	2002	9,256	(2,516)	1,620	8,360	--	--	8,360
	2001	5,126	5,318	3,677	14,121	--	--	14,121

Intersegment revenues and receivables are eliminated to reconcile to consolidated totals. Restructuring charges are reflected in the corporate column for the net income segmentation. Corporate identifiable assets consist primarily of cash and intangible assets.

The Company's revenues by product areas for the years ended January 3, 2004, December 28, 2002 and December 29, 2001, are as follows (in thousands):

Revenues	2003	2002	2001
Electronic	$206,523	$150,838	$146,342
Automotive	98,327	98,235	91,061
Electrical	34,560	34,194	34,746
Consolidated total	$339,410	$283,267	$272,149

Revenue from no single customer of the Company amounts to 10% or more.

12. Lease Commitments

The Company leases certain office and warehouse space under non-cancelable operating leases, as well as certain machinery and equipment. Rental expense under these leases was approximately $3.4 million in 2003, $2.6 million in 2002 and $1.8 million in 2001. Future minimum payments for all non-cancelable operating leases with initial terms of one year or more at January 3, 2004, are as follows (in thousands):

2004	$3,654
2005	2,636
2006	1,312
2007	1,058
2008	89
2009 and thereafter	81
Total lease commitments	$8,830

13. Earnings per Share

The following table sets forth the computation of basic and diluted earnings per share:

(In thousands, except per share amounts)	2003	2002	2001
Numerator:			
Net income	$ 15,339	$ 9,620	$ 4,070
Denominator:			
Denominator for basic earnings per share - Weighted-average shares	21,881	21,858	19,951
Effect of dilutive securities:			
Warrants	--	--	1,565
Employee stock options	123	113	215
Denominator for diluted earnings per share -			

Adjusted weighted-average shares and assumed conversions	22,004	21,971	21,731
Basic earnings per share	$ 0.70	$ 0.44	$ 0.20
Diluted earnings per share	$ 0.70	$ 0.44	$ 0.19

Options to purchase 1,376,122, 1,434,718 and 814,735 shares of common stock were outstanding at January 3, 2004, December 28, 2002 and December 29, 2001, respectively, but were not included in the computation of diluted earnings per share because the effect of including such options would have been anti-dilutive.

Selected Financial Data
(in thousands, except per share data)

Five Year Summary

	2003*	2002	2001	2000	1999
Net sales	$339,410	$283,267	$272,149	$371,920	$296,367
Gross profit	104,426	88,623	85,592	150,648	117,255
Operating income	26,081	15,931	8,540	61,748	44,624
Net income	15,339	9,620	4,070	37,298	25,220
Net income per share - Diluted	0.70	0.44	0.19	1.69	1.16
Net working capital	62,120	59,181	62,486	74,503	60,008
Total assets	311,570	277,478	272,272	274,378	275,698
Long-term debt	10,201	20,252	30,402	41,397	55,460

*Results include Teccor. Refer to the Notes to Consolidated Financial Statements for more information.

Quarterly Results of Operations (unaudited)

	2003				2002			
	4Q**	3Q**	2Q	1Q	4Q	3Q	2Q	1Q*
Net sales	$101,963	$94,696	$72,789	$69,962	$69,274	$74,964	$73,900	$65,129
Gross profit	29,688	27,786	23,894	23,078	22,705	23,390	24,277	18,251
Operating income (loss)	7,459	7,069	6,322	5,231	4,071	5,835	6,867	(842)
Net income (loss)	4,191	4,073	3,852	3,223	2,540	3,667	4,025	(612)
Net income (loss) per share:								
Basic	0.19	0.19	0.18	0.15	0.12	0.17	0.18	(0.03)
Diluted	0.19	0.19	0.18	0.15	0.12	0.17	0.18	(0.03)

*
Net loss in the first quarter of 2002 was due to restructuring charges related primarily to reductions in force. Refer to the Notes to Consolidated Financial Statements for additional information about these restructuring costs.

**
Results include Teccor. Refer to the Notes to Consolidated Financial Statements for more information.

Quarterly Stock Prices

	2003				2002			
	4Q	3Q	2Q	1Q	4Q	3Q	2Q	1Q
High	30.12	27.19	23.06	19.02	19.70	24.60	28.25	28.47
Low	23.00	21.79	17.47	16.86	13.84	17.35	22.16	22.85
Close	28.69	22.33	21.66	17.82	17.23	17.36	23.13	24.77

EXHIBIT 14.1

LITTELFUSE, INC.

CODE OF ETHICS FOR PRINCIPAL EXECUTIVE AND FINANCIAL OFFICERS

Littelfuse, Inc. (the "Company") seeks to promote ethical conduct in its financial management and reporting. As a public company, it is essential that the Company's filings with the Securities and Exchange Commission are accurate, complete and understandable. The principal executive and financial officers of the Company hold an essential role in this process. This Code of Ethics applies to the principal executive officer, principal financial officer, principal accounting officer and controller of the Company and other employees of the Company performing similar functions as well as any other employee of the Company who may be designated by the Board of Directors from time to time as being subject to this Code of Ethics (each, a "Senior Officer").

1. Each Senior Officer shall:

(i) Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.

(ii) Provide the Board of Directors with information that is accurate, complete, timely and understandable.

(iii) Comply with all laws, rules and regulations of federal, state and local governments and regulatory agencies.

(iv) Act in good faith with due care, competence and diligence, without allowing his or her independent judgment or conduct to be improperly influenced.

(v) Proactively promote ethical behavior within the Company.

(vi) Promote responsible use of and control over all Company assets and resources.

(vii) Provide full, fair, accurate, timely and understandable information in all reports and documents filed with, or submitted to, the Securities and Exchange Commission or any other governmental entity and in any other public communication made by the Company.

(viii) Promptly report any violations of this Code of Ethics to the Chairman of the Audit Committee of the Board of Directors.

2. Violations of this Code of Ethics may subject a Senior Officer to disciplinary action, ranging from a reprimand to dismissal and possible criminal prosecution.

3. Each Senior Officer shall certify each year that he or she has not violated this Code of Ethics and is not aware of any violation of this Code of Ethics by any other Senior Officer that has not been reported to the Chairman of the Audit Committee of the Board of Directors.

4. This Code of Ethics may be amended by the Board of Directors.

Exhibit 22.1

SUBSIDIARIES

Littelfuse, S.A. de C.V.
Littelfuse do Brasil Ltda.
Littelfuse do Amazonia, Ltda.
Watseka LF, Inc.

Littelfuse, B.V.
Littelfuse, A.G.
Littelfuse Limited
Littelfuse Ireland Development Co., Ltd.
Littelfuse Ireland Limited
Littelfuse U.K. Ltd.
Littelfuse Ireland Holding Ltd.
REMPAT Holding B.V.
REMPAT Financial B.V.

Littelfuse Far East Pte Ltd.
Littelfuse HK Limited
Suzhou Littelfuse OVS Ltd.
Littelfuse KK
Littelfuse Triad Inc.
Littelfuse Phils Inc.
Littelfuse S&L, Inc.
Teccor Electronics, Inc.
Teccor Delaware, Inc.
Teccor GP, Inc.
Teccor Electronics L.P.
Teccor Electronics Mexico Holdings LLC
Teccor de Mexico s. de. R.L. de C.V.

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Annual Report (Form 10-K) of Littelfuse, Inc. of our report dated February 3, 2004, included in the 2003 Annual Report to Shareholders of Littelfuse, Inc.

Our audits also included the financial statement schedule of Littelfuse, Inc. listed in Item 15(a)(2). This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also consent to the incorporation by reference in the Registration Statements (No. 33-55942, 33-64442, 333-03260 and 333-64285) on Form S-8 of our report dated February 3, 2004, with respect to the consolidated financial statements incorporated herein by reference, and our report included in the preceding paragraph with respect to the financial statement schedule in this Annual Report (Form 10-K) of Littelfuse, Inc., for the year ended December 31, 2003.

Chicago, Illinois
March 18, 2003

Ernst & Young LLP

EXHIBIT 31.1

FORM OF SECTION 302 CERTIFICATION

I, Howard B. Witt, certify that:

1. I have reviewed this annual report on Form 10-K of Littelfuse, Inc.;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual 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 annual 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-14 and 15d-14) for the registrant and have:

    a) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made know to us by others within those entities, particularly during the period in which this annual report is being prepared;

    b) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of the annual report (the "Evaluation Date"); and

    c) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, 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 in the design or operation of internal controls which could adversely affect the registrant's ability to record,

process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Dated: March 18, 2004

/s/ Howard B. Witt

Howard B. Witt
Chairman, President & CEO

EXHIBIT 31.2

FORM OF SECTION 302 CERTIFICATION

I, Philip Franklin, certify that:

1. I have reviewed this annual report on Form 10-K of Littelfuse, Inc.;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual 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 annual 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-14 and 15d-14) for the registrant and have:

    a) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made know to us by others within those entities, particularly during the period in which this annual report is being prepared;

    b) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of the annual report (the "Evaluation Date"); and

    c) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, 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 in the design or operation of internal controls which could adversely affect the registrant's ability to record,

process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Dated: March 18, 2004

/s/ Philip Franklin

Philip Franklin
Vice President, Operations Support
& CFO

EXHIBIT 32.1

Littelfuse, Inc.

Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002,
18 U.S.C. Section 1350

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of title 18, United States Code), each of the undersigned officers of Littelfuse, Inc. (the Company), does hereby certify that:

The Annual Report of Form 10-K for the year ended January 3, 2004 of the Company fully complies, in all material respects, with the requirements of section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Howard B. Witt	/s/ Philip Franklin
Chairman, President and Chief Executive Officer	Vice President, Operations Support and Chief Financial Officer