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 (Fee Required)

For the Fiscal Year Ended December 31, 1994

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (No Fee Required) For the transition period from _______________ to ______________

Commission File Number 0-11676

BEL FUSE INC.
(Exact name of registrant as specified in its charter)

New Jersey	22-1463699
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

198 Van Vorst Street, Jersey City, New Jersey 07302
(201) 432-0463
(Address and telephone number, including area code, of registrant's principal executive office)

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

Securities registered pursuant to Section 12(g) of the Act: Common Stock, $.10 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 ___

[X] 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.

Aggregate market value of voting stock held by non-affiliates as of March 15, 1995 was approximately $32,609,732 (based upon the closing sales price of those shares reported on the National Association of Securities Dealers Automated Quotation System for that day).

Number of shares of Common Stock outstanding as of March 15, 1995: 4,974,445

Documents incorporated by reference:

Bel Fuse Inc.'s Definitive Proxy Statement for the 1995 Annual Meeting of Stockholders is incorporated by reference into Part III.

BEL FUSE INC.

INDEX

----
*Page F-1 follows page 10.

PART I

Item 1. Business

General

Bel Fuse Inc. (the "Company"), organized under New Jersey law, is engaged in the design, manufacture and sale of products used in local area networking, telecommunication, business equipment and consumer electronic applications. The Company operates facilities in New Jersey, California, Indiana, Hong Kong, Macau and France. The Company maintains its principal executive offices at 198 Van

Vorst Street, Jersey City, New Jersey 07302; telephone (201) 432-0463. The term "Company" as used in this Annual Report on Form 10-K refers to Bel Fuse Inc. and its consolidated subsidiaries unless otherwise specified.

Recent Developments

From October 3, 1994 through November 8, 1994, the Company acquired 531,400 Class A Voting Common Shares of Pulse Engineering, Inc. ("Pulse"), representing approximately 9.7% of Pulse's outstanding shares, at a cost of $2,464,839. For additional information regarding the Company's purchase of these shares see "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Product Groups

Magnetic Components

The Company manufactures a broad range of magnetic components. These wire-wound devices perform such functions as signal delay, signal timing, signal conditioning, impedance matching, filtering, isolation, power conversion and power transfer. The Company directs its design and marketing efforts to supply the needs of the following markets: manufacturers of networking and telecommunication equipment, computer manufacturers, and consumer, automotive and industrial electronic manufacturers. Although applications tend to overlap, the magnetic components manufactured by the Company fall into four major groups:

1. Pulse Transformers

These small wire-wound components offer the end user an inexpensive answer to surge protection, isolation and signal transfer. The major customers are the manufacturers of networking equipment, telecommunication equipment and computers.

2. Delay Lines, Filters and DC/DC Converters

These components are supplied to the same customer base as pulse transformers. They are densely packaged combinations of wire-wound components and other passive and active components such as capacitors, resistors and silicon integrated circuits (IC's). They perform the critical functions of timing, signal conditioning and power conversion.

3. Power Transformers, Line Chokes, Coils

The basic functions of power transformers include AC voltage conversion and isolation, and they convert the power from the supply line to the supply circuitry of a given electronic instrument such as a TV or VCR. Line chokes block the conducted and radiated emissions of a power supply, and coils are used for supply and control circuitry in TV's and VCR's. These products are typically sold in large volume orders and are subject to highly competitive pricing pressures.

4. Packaged Modules

The Company supplies packaged modules to end users in several other industries whose requirements can be satisfied by combining in one integrated package one or more of the Company's capabilities in circuit board assembly, automatic winding, hybrid fabrication and component encapsulation.

Miniature and Micro Fuses

Fuses prevent currents in an electrical or electronic circuit from exceeding certain predetermined values. Fuses act as a safety valve to protect expensive components from damage or to cut off high currents before they can generate enough heat to cause smoke or fire. The Company manufactures miniature and micro fuses for supplementary circuit protection. The Company sells its fuses to a world-wide market. They are used in such products as televisions, VCR's, power supplies, computers, telephones and networking assemblies.

Thick Film Hybrids

Thick film hybrids are dense, reliable, high quality electronic microcircuits. The term "thick film hybrid" describes a method for screen printing conductors, resistors and capacitors onto a ceramic substrate. This substrate becomes a hybrid circuit when components such as integrated circuits, transistors, capacitors, and inductors are added to the substrate in order to form a functioning electrical circuit. The Company incorporates facets of this technology in the design and manufacture of many of its other products.

Marketing

The Company sells its products to approximately 556 customers throughout North America, Western Europe and the Far East. Sales are made through independent sales representative organizations, authorized distributors and the Company's sales personnel. Presently the Company has 52 sales representative organizations, 27 non-exclusive distributors and a sales staff of 18 persons.

The Company has written agreements with all of its sales representatives organizations and major distributors. Written agreements terminable on short notice by either party are standard in the industry.

Finished products manufactured by the Company in its Far East facilities are, in general, either sold to the Company's Jersey City facility for resale to customers or are shipped directly to customers throughout the world. For further information regarding the Company's geographic operations, see Note 7 of Notes to Consolidated Financial Statements.

The Company had sales in excess of ten percent of 1994 consolidated sales to one customer who manufactures electronic equipment. The amounts and percentage of consolidated sales were approximately $4,602,000 (10%).

Foreign Land Leases

The territories of Hong Kong and Macau will revert to the Peoples Republic of China pursuant to long-term land leases which expire in the middle of 1997 and the end of 1999, respectively. Management cannot presently predict what impact, if any, the expiration of these leases will have on the Company or how the political climate in China will affect its contractual arrangements in China. Substantially all of the Company's manufacturing operations and approximately 71% of its identifiable assets are located in Hong Kong, Macau, and The People's Republic of China. Accordingly, events resulting from the expiration of such leases would likely have a material adverse effect on the Company.

Research and Development

The Company's research and development efforts in 1994 were spread amongst all of the Company's current product lines. The Company maintains continuing programs to improve the reliability of its products and to design specialized assembly equipment to increase manufacturing efficiencies. The Company's research and development facilities are located in Indiana, California and Hong Kong.

Suppliers

The Company has multiple suppliers for most of the raw materials that it purchases. Increasing demand for surface-mount components throughout the electronics industry may result in longer lead times. Where possible, the Company has contractual agreements with suppliers to assure continuing supply of critical components.

With respect to those items which are purchased from single sources, the Company believes that compatible items would be available in the event that there were a termination of the Company's existing business relationships with any such particular supplier. While such an eventuality resulting from such termination could produce a disruption in production, the Company does not believe that the termination of business with any of its suppliers would have a material adverse effect on its long-term operations.

Backlog

The Company normally manufactures products against firm orders. Cancellation and return arrangements are normally negotiated by the Company on a transactional basis. The Company's backlog of orders as of December 31, 1994 was approximately $19.1 million, as compared with a backlog of $9.5 million as of December 31, 1993. Management expects that substantially all of the Company's backlog as of December 31, 1994 will be shipped by June 30, 1995.

Trademarks and Patents

The Company has been granted a number of U.S. patents and has additional U.S. patent applications pending relating to its products. While the Company believes that the issued patents are defendable and that the pending patent applications relate to patentable inventions, there can be no assurance that a patent will issue from the applications or that its existing patents can be successfully defended. It is management's opinion that the successful continuation and operation of the Company's business does not depend upon the ownership of patents or the granting of pending patent applications, but upon the innovative skills, technical competence and marketing and managerial abilities of its personnel. The patents have a life of seventeen years from the date of issue.

The Company utilizes seven U.S. registered trademarks -- BELIMITER, BELFUSE, BEL, SLOBEL, MICROBEL, KEMFUZE and SURFUSE -- to identify various products that it manufactures. The trademarks survive as long as they are in use.

Competition

There are numerous independent companies and divisions of major companies which manufacture products that are competitive with one or more of the Company's products. Some of the Company's competitors possess greater financial, marketing and other resources than those available to the Company. The Company's ability to compete is dependent upon several factors, including product performance, quality, reliability, design and price. For information regarding the effect of price competition on the Company's consolidated results of operations, see "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Employees

As of December 31, 1994, the Company had 707 full-time employees. The Company employed 86 people in its U.S. facilities, 618 in its Far East facilities, and 3 in its French facility, excluding workers employed by independent contractors. The Company's employees are not represented by any labor union. The Company believes that its relations with employees are satisfactory.

Item 2. Properties

The Company currently occupies approximately 229,000 square feet of manufacturing, warehouse, office, technical and staff quarter space worldwide. In addition, the Company has production processing arrangements with subcontractors in the People's Republic of China occupying approximately 60,000 square feet of manufacturing space. In addition to the Company's principal corporate offices in New Jersey, the Company maintains facilities in The People's Republic of China, Hong Kong, Macau (the Far East), California, Indiana

(U.S.A.) and France (Europe). The Company also owns an idle facility of 46,300 square feet in Illinois. Approximately 68% of the 229,000 square feet the Company occupies is owned while the remainder is leased. See Note 11 of Notes to Consolidated Financial Statements for additional information pertaining to lease properties.

Item 3. Legal Proceedings

The Company is not presently subject to any legal proceedings which are material to the consolidated results of operations or financial condition of the Company.

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

No matters were submitted to a vote of the Company's shareholders during the fourth quarter of 1994.

Item 4A. Executive Officers of the Registrant

The following table and biographical outlines set forth the positions and offices within the Company presently held by each executive officer of the Company and a brief account of the business experience of each such officer for the past five years.

Name and Age	Officer Since	Positions and Offices With the Company/ Business Experience
Elliot Bernstein, 71	1954	Chairman of the Board, Chief Executive Officer and Director
Daniel Bernstein, 41	1985	President, Managing Director of the Company's Macau Subsidiary and Director
Robert H. Simandl, 66	1967	Secretary and Director
Arnold Sutta, 68	1985	Vice President
Peter Christoffer, 53	1986	Vice President
Colin Dunn, 50	1992	Vice President and Treasurer

Elliot Bernstein has been a Director of the Company since its inception in January 1949, served as President and Chief Executive Officer from 1954 to 1992, and has served as Chairman of the Board and Chief Executive Officer since 1992. One of his sons (Daniel Bernstein) is the President and a Director of the Company and his brother (Howard Bernstein) is a Director of the Company. Another one of his sons (Alexander Bernstein) formerly was an executive officer of the Company.

Daniel Bernstein has served the Company as President since June, 1992. He previously served as Vice President (1985-1992) and Treasurer (1986-1992) and has served as a Director since 1986. He occupied other positions with the Company since 1978. He was appointed Managing Director of the Company's Macau subsidiary during 1991. Daniel Bernstein is Elliot Bernstein's son, and Howard Bernstein's nephew.

Robert H. Simandl, a director of the Company since 1967 and Secretary of the Company since 1967, is a member of the law firm of Simandl and Gerr, Counsellors of Law. He has been a practicing attorney in New Jersey since 1953.

Arnold Sutta joined the Company in 1966 and has served the Company as Vice

President, Marketing, since 1985. Mr. Sutta supervises the worldwide marketing functions of the Company.

Peter Christoffer has served the Company as Vice President since 1986 and in 1990 became the President of the Company's former subsidiary, CAC Microcircuits, Inc. ("CAC"). His responsibilities included the supervision of engineering and production of thick film hybrids at CAC. Since 1991, he has supervised the engineering and production of thick film hybrids at the Company's Indiana facility.

Colin Dunn joined the Company in 1991 as Finance Manager and in 1992 was named Vice President of Finance and Treasurer. Prior to joining the Company, Mr. Dunn was Vice President of Finance and Operations at Kentek Information Systems, Inc. from 1985 to 1991 and had previously held a series of senior management positions with Braintech Inc. and Weyerhaeuser Company.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

(a) Market Information

The Company's common stock, par value $.10 per share (the "Common Stock"), is traded in the over-the-counter market. The following table sets forth the high and low closing sales price range (as reported by National Quotation Bureau, Inc.) for the Common Stock in the over-the-counter market for each quarter during the past two years.

	High	Low
Year Ended December 31, 1993:		
First Quarter	$18 1/4	$12 3/4
Second Quarter	17	9 1/4
Third Quarter	10 7/8	8 1/4
Fourth Quarter	10	8 1/4
Year Ended December 31, 1994:		
First Quarter	9 1/8	7 1/4
Second Quarter	7 3/8	5 7/8
Third Quarter	7 3/4	6
Fourth Quarter	8 5/8	6 7/8

The Common Stock is reported under the symbol BELF in the NASDAQ National Market.

(b) Holders.

As of March 21, 1995, there were 342 registered shareholders of the Company's Common Stock plus an estimated 3,298 beneficial shareholders.

(c) Dividends.

The Company has not paid any cash dividends and has no current plans to pay any such dividends. There are no contractual restrictions on the Company's ability to pay dividends.

Item 6. Selected Financial Data

	Year Ended December 31,				
	1994	1993	1992	1991	1990

(In thousands of dollars, except per share data)

Selected Statements of Operations Data:

Net sales	$ 45,747	$ 47,460	$ 50,354	$ 36,641	$ 36,588
Cost of sales	36,349	32,711	31,726	23,539	26,203
Selling, general and administrative expenses	11,458	11,338	10,181	9,595	9,986
Provision for plant closings	--	--	--	6,395	475
Gain on sale of building -- net	--	--	11,410	--	--
Earnings (loss) before income taxes	(1,761)	4,005	20,132	(2,775)	(27)
Income tax provision (benefit)	(203)	222	1,204	480	(739)
Net earnings (loss) .	(1,558)	3,783	18,928	(3,255)	712
Earnings (loss) per common share	(.32)	.77	3.88	(.67)	.15

	As of December 31,				
	1994	1993	1992	1991	1990
	(In thousands of dollars, except per share data)				
Selected Balance Sheet Data:					
Working capital	$22,670	$27,875	$26,966	$12,015	$ 9,611
Total assets	51,653	53,122	50,005	28,430	34,452
Long-term debt, excluding current installments	--	--	--	7	265
Stockholders' equity	45,926	48,270	44,423	25,315	28,542
Book value per share	9.25	9.78	9.04	5.23	5.90

Item 7. Managements' Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the Company's consolidated financial statements and the notes related thereto. The discussion of results, causes and trends should not be construed to imply any conclusion that such results, causes or trends will necessarily continue in the future.

Results of Operations

The following table sets forth, for the past three years, the percentage relationship to net sales of certain items included in the Company's consolidated statements of operations.

	Percentage of Net Sales		
	Year Ended December 31,		
	1994	1993	1992
Net sales	100.0%	100.0%	100.0%
Cost of sales	79.5	68.9	63.0
Selling, general and administrative expenses	25.0	23.9	20.2
Gain on sale of building -- net ...	--	--	22.7
Earnings (loss) before income taxes	(3.8)	8.4	40.0
Income tax provision (benefit)	(.4)	.5	2.4
Net earnings (loss)	(3.4)	7.9	37.6

The following table sets forth, for the periods indicated, the percentage increase or decrease of certain items included in the Company's consolidated statements of operations.

	Increase (Decrease) from Prior Period	
	1994 Compared with 1993	1993 Compared with 1992
Net sales	(3.6)%	(5.7)%
Cost of sales	11.1	3.1
Selling, general and administrative expenses	1.1	11.4
Earnings (loss) before income taxes	*	(80.1)
Income tax provision	*	(81.6)
Net earnings (loss)	*	(80.0)

* Percentage not meaningful.

Sales

Net sales decreased 3.6% from 1993 to 1994 from approximately $47.5 million to $45.7 million. The Company attributes this decrease primarily to decreases in transformer unit sales and selling prices as a result of continuing competition in the industry, and decreases in delay line unit sales due to the maturity of this product line, offset in part by an increase in sales of packaged modules.

Net sales decreased 5.7% from 1992 to 1993 from approximately $50.4 million to $47.5 million. The Company attributes this decrease primarily to decreases in thick film hybrid sales, selling price reductions on several mature products and delays in the introduction of certain new products.

Cost of Sales

Cost of sales as a percentage of net sales increased from 68.9% in 1993 to 79.5% in 1994. The substantial increase in the relative percentage of cost of sales to net sales was due primarily to selling price reductions on several mature products and decreased sales. In addition, such percentage increased as a result of increases in raw material costs due to product mix, and depreciation expense in the Company's Far East facility and increased costs at the Company's technical facilities in California and Indiana.

Cost of sales as a percentage of net sales increased from 63.0% in 1992 to 68.9% in 1993. The increases in the cost of sales percentage is primarily attributable to an increase in manufacturing labor and related overhead in the Company's Far East facilities and increases in engineering and related expenses at the Company's Indiana facility. In addition, the relative percentage of material, labor and overhead costs have increased due to selling price reductions on several mature products.

Selling, General and Administrative Expenses

The percentage relationship of selling, general and administrative expenses to net sales increased 1.1% from 1994 to 1993. The Company attributes the increase primarily to (1) severance and related moving and training expenses incurred during the second quarter of 1994 in the amount of $1,190,000 in connection with its Far East subsidiary's decision to move its manufacturing from Hong Kong to lower cost areas in Macau and The People's Republic of China and (2) decreased sales. Selling, general and administrative expenses increased in dollar amount by 1.1% principally as a result of expenses in connection with the manufacturing move described above offset in part by reductions in commissions and related selling expenses.

The percentage relationship of selling, general and administrative expenses to net sales increased by 3.7% from 1992 to 1993. The Company attributes the increase primarily to decreased sales in 1993, the expansion of the sales and marketing force and other sales related expenses, and certain housing expenses and related amenities related to expatriates working at the Far East facilities. These increases were offset by a duty refund received by the Company and its Far East subsidiary and lower depreciation charges in the Far East. Selling, general and administrative expenses increased in dollar amount by 11.4%.

Other Income and Expenses; Gain on Sale

Other income, consisting principally of earnings on cash and cash equivalents and marketable securities offset in part by realized losses on the sale of marketable securities and the loss on abandonment of fixed assets incurred in connection with the Company's move from Hong Kong to Macau and The People's Republic of China, decreased by approximately $288,000 in 1994 from 1993. The decrease is attributable to the

Company and its Far East subsidiary realizing approximately $135,000 of losses from the sale of marketable securities during 1994, the loss on abandonment of fixed assets of approximately $167,000 during 1994 and lower earnings on invested funds due to lower average balances during 1994 versus 1993.

Other income, increased by approximately $311,000 from 1992 to 1993. The Company attributes the increase primarily to increased cash balances and marketable securities resulting from the sale of the Company's Hong Kong principal manufacturing and office facility in November, 1992.

Provision for Income Taxes

The Company has historically followed a policy of reinvesting substantially all of the earnings of foreign subsidiaries in the expansion of its foreign operations. If the unrepatriated funds were distributed to the parent corporation rather than reinvested in the Far East, such funds would be subject to United States Federal income taxes. No funds were repatriated during 1994, 1993 or 1992. (See Note 6 of Notes to Consolidated Financial Statements).

The income tax provision decreased from a charge of $222,000 in 1993 to a $203,000 benefit in 1994. The Company attributes this change primarily to the loss before income tax provision during 1994 versus earnings before income tax provision for 1993.

The provision for income taxes increased from 1992 to 1993. The Company attributes this increase primarily to greater earnings at the Company's Far East and U.S. operations, offset by the utilization of U.S. net operating loss carryforward which reduced income taxes by approximately $750,000.

The Company's effective tax rate has been lower than the statutory United States corporate rate primarily as a result of lower rates in Hong Kong and Macau. In addition, during 1992, substantially all of the gain on the sale of the Company's Hong Kong subsidiary's principal manufacturing and office facility was not subject to taxation and in 1993 the tax rate was impacted for the utilization of net operating loss carryforward in the United States. During 1994 there was no utilization of net operating loss carryforward in the United States.

Inflation

During the past two years, the effect of inflation on the Company's profitability was not material. Fluctuation of the U.S. dollar against other major currencies does not significantly affect the Company's foreign operations as most transactions are denominated in U.S. dollars.

Liquidity and Capital Resources

Historically, the Company has financed its capital expenditures through operating profits. In addition, the capital base was enhanced in prior years as a result of public offerings of common stock by the Company and, in 1992, by the sale of a facility in Hong Kong. Management believes that its existing capital base and the Company's available lines of credit will be sufficient to fund its operations for the near term.

The Company has lines of credit, in the aggregate amount of $5,000,000, of which $3,000,000 is from domestic banks and $2,000,000 is from foreign banks. During 1994, the Company borrowed $300,000 under its domestic line-of-credit with interest at the prime rate, 8.5% per annum. The Company repaid the loan in full on March 2, 1995.

From October 3, 1994 through November 8, 1994, the Company acquired 531,400 Class A Voting Common Shares of Pulse Engineering, Inc. ("Pulse"), representing approximately 9.7% of Pulse's outstanding shares, at a cost of $2,464,839.

The Company has proposed to acquire all of Pulse's common stock for $6 per share, consisting of $3 in cash and $3 of the Company's Common Stock, subject to, among other things, a mutually acceptable definitive merger agreement. Pulse has advised the Company that is has retained an investment banker to study the Company's offer. Pulse has given no other indication as to whether it intends to accept or reject the Company's offer or otherwise pursue negotiations.

The Company intends to review its investment in Pulse on a continuing basis and, depending on various factors, including Pulse's business affairs and financial position, the price levels of its Common Stock, conditions in the securities markets and general economic and industry conditions, it may in the future take such actions with respect to its investment in Pulse as it deems appropriate in light of the circumstances existing from time to time, including, but not limited to, purchasing additional shares of Pulse's common stock, selling some or all of its Pulse shares, proposing a slate of nominees for election as directors at Pulse's annual meeting, or commencing a tender offer for all, or a majority of, Pulse's outstanding stock.

The Company is in the process of seeking financing for the proposed transaction. Because of its financial condition and banking relationships, the Company has advised Pulse that it is confident that financing would not be an impediment to consummation of the proposed transaction.

On March 23, 1995, Pulse announced that it had received an offer from Technitrol, Inc. ("Technitrol") to acquire all of Pulse's outstanding stock at a price of $6.25 per share, one-half (1/2) of such consideration to be in cash and one-half (1/2) to be in Technitrol stock. Pulse has asked potential acquirers for final offers on or about April 19, 1995. The Company is analyzing its alternatives in light of this announcement.

The Company's cash and cash equivalent position declined by $5.3 million, principally reflecting $6.3 million in purchases of property, plant and equipment.

The Company has historically followed a policy of reinvesting the earnings of foreign subsidiaries in the Far East. If the unrepatriated funds were distributed to the parent corporation, such funds would be subject to United States federal income taxes. No funds were repatriated during 1994 or 1993.

The Company's shareholders' equity declined by $2.3 million from December 31, 1993 to December 31, 1994, reflecting the Company's 1994 net loss of $1.6 million and a net unrealized loss on marketable securities of $.9 million. Such unrealized loss on marketable securities primarily reflects the decline in value of certain U.S. Government agencies--collateralized mortgage obligations, including principal only strips. (See Note 3 of Notes to Consolidated Financial Statements.)

Cash, accounts receivable and marketable securities comprised approximately 35.7% and 43.9% of the Company's total assets at December 31, 1994 and December 31, 1993, respectively. The Company's current ratio (i.e., the ratio of current assets to current liabilities) was 5.1 to 1 at December 31, 1994 and 7.3 to 1 at December 31, 1993.

Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements and Supplementary Financial Data

[DELOITTE LOGO & LETTERHEAD]

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
Bel Fuse Inc.
Jersey City, New Jersey

We have audited the accompanying consolidated balance sheets of Bel Fuse Inc. and its subsidiaries (the "Company") as of December 31, 1994 and 1993, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 1994. Our audits also included the financial statement schedule listed in the Index at Item 14. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. 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, such consolidated financial statements presents fairly, in all material respects, the financial position of Bel Fuse Inc. and its subsidiaries at December 31, 1994 and 1993, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1994 in conformity with generally accepted accounting principles. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly in all material respects the information set forth therein.

DELOITTE & TOUCHE LLP

March 8, 1995

[DELOITTE TOHMATSU LOGO]

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

ASSETS

	December 31, 1994	December 31, 1993
Current Assets:		
Cash and cash equivalents	$ 2,842,894	$ 8,102,768
Marketable securities (Note 3)	7,508,304	9,140,906
Accounts receivable -- less allowance for doubtful accounts of $70,000	8,079,971	6,062,867
Inventories (Note 4)	8,766,203	8,827,945
Prepaid expenses and other current assets (Note 10)	959,764	152,413
Total Current Assets	28,157,136	32,286,899
Property, plant and equipment -- net (Notes 5 and 11)	22,226,076	19,479,971
Unamortized excess of cost over fair value of assets acquired	166,925	188,273
Other assets (Note 11)	1,102,898	1,166,601
TOTAL ASSETS	$51,653,035	$53,121,744

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

LIABILITIES AND STOCKHOLDERS' EQUITY

December 31,

	1994	1993
Current Liabilities:		
Note payable (Note 11)	$ 300,000	$ 3,139
Accounts payable	3,171,408	1,261,093
Accrued expenses	1,987,536	2,020,860
Income taxes payable (Note 6)	--	924,251
Deferred income taxes	28,000	203,000
Total Current Liabilities	5,486,944	4,412,343
Deferred income taxes (Note 6)	240,000	439,000
Total Liabilities	5,726,944	4,851,343
Commitments and Contingencies (Notes 6, 7, 8, 9 and 11)		
Stockholders' Equity (Note 9):		
Preferred stock, no par value, authorized 1,000,000 shares; none issued	--	--
Common stock, par value $.10 per share -- authorized 10,000,000 shares; outstanding 4,965,195 and 4,934,288 shares	496,520	493,429
Additional paid-in capital	6,288,987	6,201,682
Retained earnings	40,017,231	41,575,290
Net unrealized loss on marketable securities (Note 3)	(876,647)	--
Total Stockholders' Equity	45,926,091	48,270,401
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 51,653,035	$ 53,121,744

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	1994	1993	1992
Net sales	$ 45,746,724	$ 47,460,108	$ 50,354,150
Costs and Expenses:			
Cost of sales	36,349,461	32,711,024	31,726,012
Selling, general and administrative	11,458,246	11,337,782	10,181,482
	47,807,707	44,048,806	41,907,494

Income (loss) from operations	(2,060,983)	3,411,302	8,446,656
Gain on sale of building -- net (Note 2)..	--	--	11,410,084
Other income (net)	306,477	594,415	283,878
Interest expense	6,553	1,204	8,268
Earnings (loss) before income taxes	(1,761,059)	4,004,513	20,132,350
Income tax provision (benefit) (Note 6)	(203,000)	222,000	1,204,000
Net earnings (loss)	$ (1,558,059)	$ 3,782,513	$ 18,928,350
Earnings (loss) per common share	$(.32)	$.77	$3.88
Weighted average number of common shares outstanding	4,947,060	4,921,076	4,883,913

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock					
	Shares Outstanding	Par Value	Additional Paid-in Capital	Retained Earnings	Net Unrealized Loss on Marketable Securities	Total
Balance, January 1, 1992	4,853,707	$ 485,371	$ 5,964,977	$ 18,864,427	--	$ 25,314,775
Exercise of stock options	59,199	5,920	173,946	--	--	179,866
Net earnings	--	--	--	18,928,350	--	18,928,350
Balance, December 31, 1992.....	4,912,906	491,291	6,138,923	37,792,777	--	44,422,991
Exercise of stock options	21,382	2,138	62,759	--	--	64,897
Net earnings	--	--	--	3,782,513	--	3,782,513
Balance, December 31, 1993.....	4,934,288	493,429	6,201,682	41,575,290	--	48,270,401
Exercise of stock options	30,907	3,091	87,305	--	--	90,396
Net (loss)	--	--	--	(1,558,059)	--	(1,558,059)
Net unrealized loss on marketable securities	--	--	--	--	(876,647)	(876,647)
Balance, December 31, 1994.....	4,965,195	$ 496,520	$ 6,288,987	$ 40,017,231	$ (876,647)	$ 45,926,091

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	1994	1993	1992
Cash flows from operating activities:			
Net income (loss)	$ (1,558,059)	$ 3,782,513	$ 18,928,350
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	2,619,083	2,409,123	2,365,426
Deferred income taxes	(374,000)	(87,000)	(77,600)
(Gain) on sale of building	--	--	(12,379,084)
Net (gain) loss on sale of marketable securities	134,743	30,844	(76,361)
Provision for doubtful accounts	16,175	20,000	--
Inventory reserve adjustment	658,432	194,272	--
Loss on disposal/abandonment of property and equipment	167,094	25,017	--
Changes in operating assets and liabilities	(2,449,875)	(1,259,191)	(294,435)
Net Cash Provided by (used in) Operating Activities	(786,407)	5,115,578	8,466,296
Cash flows from investing activities:			
Purchase of property, plant and equipment	(6,318,700)	(5,099,913)	(7,913,672)
Proceeds from sale of building	--	--	14,569,923
Purchase of marketable securities	(4,924,030)	(12,478,210)	--
Proceeds from sale of marketable securities...	5,545,242	3,286,460	105,979
Proceeds from sale of equipment	807,764	50,372	--
Payments to contractor	--	--	(640,000)
Proceeds from repayment by contractor	29,000	29,000	29,000
Net Cash Provided by (used in) Investing Activities	(4,860,724)	(14,212,291)	6,151,230
Cash flows from financing activities:			
Proceeds from exercise of stock options	90,396	64,897	179,866
Proceeds from borrowings	300,000	--	--
Repayment of borrowings	(3,139)	(4,264)	(3,785)
Net Cash Provided by Financing Activities	387,257	60,633	176,081
Net Increase (Decrease) in Cash and Cash Equivalents	(5,259,874)	(9,036,080)	14,793,607
Cash and Cash Equivalents -- beginning of year..	8,102,768	17,138,848	2,345,241
Cash and Cash Equivalents -- end of year	$ 2,842,894	$ 8,102,768	$ 17,138,848

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

Year Ended December 31,		
1994	1993	1992

	----	----	----
Changes in operating assets and liabilities consist of:			
(Increase) decrease in accounts receivable	(2,033,279)	1,450,207	(1,803,143)
(Increase) in inventories ..	(596,690)	(2,019,177)	(1,256,602)
(Increase) decrease in prepaid expenses and other current assets	(836,351)	51,909	178,735
(Increase) decrease in other assets	63,703	(102,709)	11,152
Increase (decrease) in accounts payable	1,910,315	(14,489)	434,640
Increase (decrease) in accrued expenses	(957,573)	(549,128)	1,140,733
Increase (decrease) in income taxes payable	--	(75,804)	1,000,050
	$ (2,449,875)	$ (1,259,191)	$ (294,435)
Supplementary information: Cash paid during year for:			
Interest	$ 4,778	$ 1,204	$ 8,268
Income taxes	$ 680,783	$ 387,809	$ 250,883

See notes to consolidated financial statements.

BEL FUSE INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Bel Fuse Inc. and its subsidiaries (the "Company") are engaged in the design, manufacture and sale of products used in local area networking, telecommunication, business equipment and consumer electronic applications.

PRINCIPLES OF CONSOLIDATION -- The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated.

CASH AND CASH EQUIVALENTS -- Cash equivalents include short-term investments with an original maturity of three months or less when purchased (principally commercial paper, U.S. treasury bills, and municipal funds) which amounted to $1,291,000 at December 31, 1993.

MARKETABLE SECURITIES -- Effective January 1, 1994, the Company implemented Financial Accounting Standards Board Statement No. 115 "Accounting for Certain Investments in Debt and Equity Securities" (SFAS 115). In accordance with SFAS 115 the Company classifies its investments in debt and equity securities as "available for sale", and accordingly, reflects unrealized gains and losses, as a separate component of stockholders' equity. At December 31, 1994, the income tax benefit attributable to the unrealized loss on marketable securities, was entirely offset by a valuation allowance.

Marketable securities are held by both the parent company and its Hong Kong subsidiary. The fair values are estimated based on quoted market prices. Realized gains or losses from the sales of marketable securities are based on the specific identification method.

INVENTORIES -- Inventories are stated at the lower of weighted average cost (first-in, first-out) or market.

DEPRECIATION -- Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is calculated primarily using the declining-balance method for machinery and equipment and the straight-line method for buildings over their estimated useful lives.

INCOME TAXES -- Deferred taxes are provided to reflect the tax effect of temporary differences between financial reporting and tax bases of assets and liabilities. The principal items giving rise to deferred taxes are the use of accelerated depreciation methods for plant and equipment and certain expenses which have been deducted for financial reporting purposes which are not currently deductible for income tax purposes.

EXCESS OF COST OVER FAIR VALUE OF ASSETS ACQUIRED -- The excess of cost over fair market value of assets acquired is being amortized on a straight-line basis over forty years. Amortization was approximately $21,000, for each of the years ended December 31, 1994, 1993 and 1992.

EARNINGS (LOSS) PER COMMON SHARE -- Earnings (loss) per common share are computed using the weighted average number of common shares outstanding during the year. The dilutive effect of outstanding options were not material in 1993 and 1992 and were not considered in 1994 as their effect is antidilutive.

RECLASSIFICATIONS -- Certain reclassifications have been made to prior year balances in order to conform with the current year's presentation.

2. SALE OF BUILDING

On November 18, 1992 the Company's Hong Kong subsidiary sold its principal Hong Kong manufacturing and office facility for approximately $14,900,000 resulting in a gain of $12,400,000, net of approximately $1,000,000 in related severance and moving expenses, in connection with the Company's move to new manufacturing and office facilities in Hong Kong and Macau.

3. MARKETABLE SECURITIES

	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
December 31, 1994:				
Municipalities	$ 1,214,699	$ 1,197,913	$ --	$ (16,786)
U.S. Government agencies--collateralized mortgage obligations(2)....	1,575,511	924,942	--	(650,569)
Equities:				
Common stock (1) .	3,857,214	3,746,375	138,939	(249,778)
Preferred stock ..	830,690	762,800	--	(67,890)
Mutual funds	545,963	528,350	--	(17,613)
Foreign corporation bonds	360,575	347,625	--	(12,950)
	$ 8,384,652	$ 7,508,005	$ 138,939	$(1,015,586)

<FN>

----
(1) During the fourth quarter of 1994 the Company acquired 531,400 Class A Voting Common Shares of Pulse Engineering, Inc., 9.7% of Pulse's outstanding

shares, at a cost of $2,464,839.

(2) Includes principal only strips valued at amortized cost of $987,716 and an estimated fair value of $415,649.

</FN>

December 31, 1993:	
Municipalities	$2,976,755
U.S. Government bonds	1,100,086
U.S. Government agencies-- collateralized mortgage obligations .	1,603,996
Equities:	
Common stock	1,487,452
Preferred stock	691,172
Foreign corporation bonds	1,281,445
	$9,140,906

At December 31, 1993, fair value approximated amortized cost.

Gross realized gains were $34,964 in 1994 ($38,128 in 1993 and $76,361 in 1992). Gross realized losses were $169,707 in 1994 ($68,972 in 1993 and $-0- in 1992).

The amortized cost and estimated fair value of debt securities at December 31, 1994, by contractual maturity, are as follows:

	Cost	Estimated Fair Value
Due in one year or less	$ 600,552	$ 597,705
Due in one year through three years	860,153	842,235
Due after three years	1,690,080	1,030,540
	$3,150,785	$2,470,480

4. INVENTORIES

	December 31, 1994	December 31, 1993
Raw materials	$ 6,552,826	$ 5,367,270
Work in process............	35,897	282,247
Finished goods.............	2,177,480	3,178,428
	$ 8,766,203	$ 8,827,945

5. PROPERTY, PLANT AND EQUIPMENT

	December 31, 1994	December 31, 1993
Land	$ 686,987	$ 458,039
Buildings and improvements	10,121,169	6,760,978
Construction in progress	--	2,935,478
Machinery and equipment	27,004,661	22,798,347
Idle property held for sale	935,000	935,000
	38,747,817	33,887,842
Less accumulated depreciation...	16,521,742	14,407,871

	$22,226,075	$19,479,971

Depreciation expense for the years ended December 31, 1994, 1993 and 1992 was $2,597,735, $2,367,777, and $2,344,081, respectively.

6. INCOME TAXES

The provision (benefit) for income taxes consists of the following:

	Year Ended December 31,		
	1994	1993	1992
Current:			
Federal(a)...	$ --	$ 22,000	$ 40,000
Foreign	162,000	286,000	1,242,000
State	9,000	1,000	--
	171,000	309,000	1,282,000
Deferred:			
Foreign	(374,000)	(87,000)	(78,000)
	$ (203,000)	$ 222,000	$ 1,204,000

<FN>

(a) Reduced by $645,000 and $750,000 in 1993 and 1992 for utilization of a net operating loss carryforward.
</FN>

A reconciliation of taxes on income at the federal statutory rate to amounts provided is as follows:

	Years Ended December 31,		
	1994	1993	1992
Tax provision (benefit) computed at the Federal statutory rate ..	$ (599,000)	$ 1,361,000	$ 6,845,000
Increase (decrease) in taxes resulting from:			
Effect of unused U.S. tax losses	163,000	--	--
Utilization of Federal net operating loss carryforward -- U.S	--	(645,000)	(750,000)
Alternative minimum tax -- U.S ...	--	22,000	40,000
Lower tax rates applicable to foreign operations	--	(516,000)	(774,000)
Exclusion of taxes applicable to gain on sale of foreign property	--	--	(4,215,000)

Effect of unused foreign tax losses	107,000	--	58,000
Other, net	126,000	--	--
	$ (203,000)	$ 222,000	$ 1,204,000

6. INCOME TAXES (Continued)

The types of temporary differences between the tax bases of assets and liabilities and their financial reporting amounts that give rise to the deferred tax liability and deferred tax asset and their approximate tax effects are as follows:

	December 31,			
	1994		1993	
	Temporary Difference	Tax Effect	Temporary Difference	Tax Effect
Depreciation	$ 3,947,000	$ 576,000	$ 4,152,000	$ 786,000
Net operating loss carry-forward	(3,074,000)	(682,000)	(455,000)	(155,000)
Net unrealized loss on marketable securities	(356,000)	(121,000)	--	--
Vacation and medical accruals	--	--	(198,000)	(67,000)
Allowance accruals	(70,000)	(20,000)	(50,000)	(17,000)
Accrued moving expenses	--	--	(366,000)	(29,000)
Amortization	--	--	97,000	7,000
Tax credit carry-forward	(175,000)	(175,000)	(175,000)	(175,000)
Valuation allowances	1,786,000	690,000	520,000	292,000
	$ 2,058,000	$ 268,000	$3,525,000	$ 642,000

The United States net operating loss carryforward of approximately $746,000 expires in 2007. Approximately $300,000 of such amounts arose from deductions related to incentive stock options. Upon utilization, additional paid-in-capital will be increased by the tax benefit realized.

It is management's intention to permanently reinvest a substantial portion of the earnings of foreign subsidiaries in the expansion of its foreign operations. No funds were repatriated during 1994. Unrepatriated earnings, upon which income taxes have not been accrued, amounted to approximately $37,282,000 at December 31, 1994. The related amount of income taxes would approximate $6,338,000.

7. OPERATIONS IN GEOGRAPHIC AREAS, FOREIGN OPERATIONS AND EXPORT SALES

	United States	Foreign Countries	Adjustments and Eliminations	Consolidated
1994				
Sales to unaffiliated customers ..	$ 25,917,319	$ 19,829,405	$ --	$ 45,746,724
Transfers between geographic areas .	1,674,378	17,256,984	(18,931,362)	--
Total Revenue ...	$ 27,591,697	$ 37,086,389	$(18,931,362)	$ 45,746,724
Operating (loss) ..	$ (1,125,758)	$ (935,225)	$ --	$ (2,060,983)
Identifiable assets as at December 31, 1994	$ 15,124,357	$ 36,536,422	$ (7,744)	$ 51,653,035
1993				
Sales to unaffiliated customers ..	$ 25,381,690	$ 22,078,418	$ --	$ 47,460,108
Transfers between geographic areas .	3,364,331	16,891,277	(20,255,608)	--
Total Revenue	$ 28,746,021	$ 38,969,695	$(20,255,608)	$ 47,460,108
Operating income ..	$ 1,181,644	$ 2,229,658	$ --	$ 3,411,302
Identifiable assets as at December 31, 1993	$ 12,811,141	$ 40,318,347	$ (7,744)	$ 53,121,744
1992				
Sales to unaffiliated customers ..	$ 25,532,563	$ 24,821,587	$ --	$ 50,354,150
Transfers between geographic areas .	4,446,317	16,867,689	(21,314,006)	--
Total Revenue	$ 29,978,880	$ 41,689,276	$(21,314,006)	$ 50,354,150
Operating income ..	$ 1,644,331	$ 6,802,325	$ --	$ 8,446,656
Identifiable assets as at December 31, 1992	$ 13,352,922	$ 36,659,839	$ (7,744)	$ 50,005,017

7. OPERATIONS IN GEOGRAPHIC AREAS, FOREIGN OPERATIONS AND EXPORT SALES (Continued)

Transfers between geographic areas include raw materials manufactured in the United States which are shipped to foreign countries to be manufactured into finished products and finished products manufactured in foreign countries and transferred to the United States for sale. Operating income (loss) represents total revenue less operating expenses. In computing operating income (loss), none of the following items have been included: gain on sale of building, interest income or expense, other income and income taxes.

Identifiable assets are those assets of the Company that are identified with the operations of each geographic area.

The Company realized exchange (gains) losses of approximately $(2,000), $32,000, and $71,000 for the years ended December 31, 1994, 1993 and 1992, respectively. Unrealized exchange gains (losses) on foreign currency amounted to approximately $72,000, $(101,000), and $31,000 for the years ended December 31, 1994, 1993 and 1992, respectively.

The Company had sales in excess of ten percent to customers who manufacture electronic equipment. The amounts and percentages were approximately $4,602,000 (10%) in 1994; $6,720,000 (14%) and $5,338,000 (11%) in 1993; and $7,251,000 (14%) in 1992.

The Company's foreign operations are principally in the Far East and the Company has minor operations in Europe.

8. RETIREMENT FUND AND PROFIT SHARING PLAN

The Company maintains a domestic profit sharing plan to a contributory stock ownership and savings 401(K) plan which combines stock ownership and individual voluntary savings provisions to provide retirement benefits for plan participants. The plan provides for participants to voluntarily contribute a portion of their compensation, subject to certain legal maximums. The Company will match, based on a sliding scale, up to $350 for the first $600 contributed by each participant. Matching contributions plus additional discretionary contributions will be made with Company stock. The expense for the years ended December 31, 1994, 1993 and 1992 amounted to approximately $125,000, $107,000 and $122,000, respectively.

The Company's Far East subsidiaries have a retirement fund covering substantially all of their full-time employees. Eligible employees contribute up to 5% of salary to the fund. In addition, the Company may contribute an amount equal to a percentage of eligible salary, as determined by the Company, in cash or Company stock. The expense for the years ended December 31, 1994, 1993 and 1992 amounted to approximately $345,000, $459,000 and $356,000, respectively. The Company has agreed to repurchase its stock, if no market exists, should it be requested to do so by the trustees of the Company's Far East plan.

9. STOCK OPTION PLAN

The Company has a Qualified Stock Option Plan (the "Plan") which provides for the granting to key employees of "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code of 1954, as amended. The Plan provides for the issuance of 700,000 shares, all of which have been registered as of December 31, 1994.

On May 26, 1994 the Company cancelled 103,500 options to employees exercisable at $9.125 to $9.75 per share and regranted them at an option price of $6.50 per share. On May 26, 1994 the Company granted options to employees covering 43,000 shares at option prices of $6.50 to $7.00 per share and on September 27, 1994 40,000 options to officers of the Company at an option price of $7.70 per share.

Substantially all options outstanding become exercisable twenty-five percent one year from the date of the grant and twenty-five percent for each of the three years thereafter.

9. STOCK OPTION PLAN (Continued)

The following summarizes the stock option transactions for the years ended December 31, 1994, 1993 and 1992:

	Number of Shares	Per Share Option Price
Outstanding at January 1, 1992 ...	187,863	$2.34-$3.75
Cancelled	(8,000)	$3.00-$9.125
Granted	84,500	$ 9.125
Exercised	(59,199)	$2.34-$3.75
Outstanding at December 31, 1992..	205,164	$2.34-$9.125
Cancelled	(18,000)	$3.00-$9.125
Granted	38,000	$ 9.75
Exercised	(21,382)	$2.34-$9.75
Outstanding at December 31, 1993..	203,782	$2.34-$9.75
Cancelled	(116,625)	$3.00-$9.75
Granted	186,500	$6.50-$7.70
Exercised	(30,907)	$2.34-$3.75
Outstanding at December 31, 1994..	242,750	$2.34-$7.70
Available for future grant .... December 31, 1994	203,875	
Exercisable at December 31, 1994..	67,250	

10. RELATED PARTY TRANSACTIONS

At December 31, 1994 and 1993 prepaid expenses and other current assets include advances against compensation of $49,577 and $47,500, respectively, to the Company's Chief Executive Officer.

11. COMMITMENTS AND CONTINGENCIES

Pulse Engineering, Inc.

From October 3, 1994 through November 8, 1994, the Company acquired 531,400 Class A Voting Common Shares of Pulse Engineering, Inc. ("Pulse"), representing approximately 9.7% of Pulse's outstanding shares, at a cost of $2,464,839.

The Company has proposed to acquire all of Pulse's common stock for $6 per share, consisting of $3 in cash and $3 of the Company's Common Stock, subject to, among other things, a mutually acceptable definitive merger agreement. Pulse has advised the Company that is has retained an investment banker to study the Company's offer. Pulse has given no other indication as to whether it intends to accept or reject the Company's offer or otherwise pursue negotiations.

The Company intends to review its investment in Pulse on a continuing basis and, depending on various factors, including Pulse's business affairs and financial position, the price levels of its Common Stock, conditions in the securities markets and general economic and industry conditions, it may in the future take such actions with respect to its investment in Pulse as it deems appropriate in light of the circumstances existing from time to time, including, but not limited to, purchasing additional shares of Pulse's common stock, selling some or all of its Pulse shares, proposing a slate of nominees for election as directors at Pulse's annual meeting, or commencing a tender offer for all, or a majority of, Pulse's outstanding stock.

The Company is in the process of seeking financing for the proposed transaction. Because of its financial condition and banking relationships, the Company has advised Pulse that it is confident that financing would not be an impediment to consummation of the proposed transaction.

On March 23, 1995, Pulse announced that it had received an offer from Technitrol, Inc. ("Technitrol") to acquire all of Pulse's outstanding stock at a price of $6.25 per share, one-half (1/2) of such consideration to be in cash and one-half (1/2) to be in Technitrol stock. Pulse has asked potential acquirers for final offers on or about April 19, 1995. The Company is analyzing its alternatives in light of this announcement.

11. COMMITMENTS AND CONTINGENCIES (Continued)

Leases

The Company leases various facilities. Certain of these leases require the Company to pay certain executory costs (such as insurance and maintenance).

Future minimum lease payments for operating leases are as follows:

Year Ending December 31,	
1995	$ 377,000
1996	297,000
1997	141,000
1998	102,000
1999	102,000
Thereafter	34,000
	$1,053,000

Rental expense was approximately $318,000, $267,000 and $86,000 for the years ended December 31, 1994, 1993 and 1992, respectively.

Credit Facilities

The Company has two domestic unsecured lines of credit totalling $3,000,000, of which $300,000 was outstanding at December 31, 1994 with interest at the prime rate, 8.5% per annum. On March 2, 1995 the Company repaid the loan. The lines of credit are renewable annually.

The Company's Hong Kong subsidiary has an unsecured line of credit of approximately $2,000,000 which expires in August, 1995 and was unused at December 31, 1994. The line of credit is guaranteed by the U.S. parent.

Production Arrangements

The Company's Hong Kong subsidiary has an agreement with a contractor in the People's Republic of China for the assembly of electronic components. The Company advanced the contractor monies for the construction of a 50,000 square foot facility of which $288,681 is outstanding at December 31, 1994. The Company is obligated to the contractor in the amount of approximately $259,000 a year through 2003 for minimum labor charges offset in part by the $288,681 owed to the Company by the contractor.

BEL FUSE INC. AND SUBSIDIARIES
SELECTED QUARTERLY FINANCIAL DATA
(UNAUDITED)

Total Year
Ended

	March 31, 1994	June 30, 1994	September 30, 1994	December 31, 1994	December 31, 1994
Net sales	$ 9,423,962	$ 10,110,328	$ 12,191,187	$ 14,021,247	$ 45,746,724
Gross Profit	$ 1,668,823	$ 1,787,821	$ 2,578,092	$ 3,362,527	$ 9,397,263
Net earnings (loss)	$ (665,492)	$ (2,206,886)	$ 354,731	$ 959,588	$ (1,558,059)
Earnings per share ..	$(.13)	$(.45)	$.07	$.19	$(.32)

	March 31, 1993	June 30, 1993	September 30, 1993	December 31, 1993	Total Year Ended December 31, 1993
Net sales	$11,740,440	$12,042,854	$13,359,525	$10,317,299	$47,460,108
Gross profit	$ 3,929,582	$ 3,902,320	$ 4,266,647	$ 2,650,535	$14,749,084
Net earnings ...	$ 1,365,466	$ 1,029,156	$ 1,324,757	$ 63,134	$ 3,782,513
Earnings per share	$.28	$.21	$.27	$.01	$.77

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

PART III

Item 10. Directors of the Registrant

The Company hereby incorporates by reference the applicable information from its definitive proxy statement for its 1995 Annual Meeting of Shareholders.

Item 11. Executive Compensation

The Company hereby incorporates by reference the applicable information from its definitive proxy statement for its 1995 Annual Meeting of Shareholders.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The Company hereby incorporates by reference the applicable information from its definitive proxy statement for its 1995 Annual Meeting of Shareholders.

Item 13. Certain Relationships and Related Transactions

The Company hereby incorporates by reference the applicable information from its definitive proxy statement for its 1995 Annual Meeting of Shareholders.

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

Page

(a)

1. Financial statements filed as a part of this report:

2. Financial statement schedules filed as part of this report:

All other schedules are omitted because they are inapplicable, not required or the information is included in the financial statements or notes thereto.

(b)

3. Exhibits filed as part of this report.

Exhibit No.:

3.1 Certificate of Incorporation, as amended -- Incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-K for the year ended December 31, 1992.

3.2 By-laws, as amended, are hereby incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-2 (Registration No. 33-16703) filed with the Securities and Exchange Commission on August 25, 1987.

10.1 Agency agreement dated October 1, 1988 between Bel Fuse Ltd. and Rush Profit Ltd.

10.2 Contract dated March 16, 1990 between Accessorios Electronicos (Bel Fuse Macau Ltd.) and the Government of Macau.

10.3 Loan agreement dated February 14, 1990 between Bel Fuse, Ltd. (as lender) and Luen Fat Lee Electronic Factory (as borrower). -- Incorporated by reference to Exhibit 10.9 of the Company's Annual Report on Form 10-K for the year ended December 31, 1989.

Item 14. Exhibits. Financial Statement Schedules and Reports on Form 8-K (Continued)

Exhibit No. ___:

10.4 Lease dated April 15, 1990 between the Company's French subsidiary (as lessee) and lessor. -- Incorporated by reference to Exhibit 10.9 of the Company's Annual Report on Form 10-K for the year ended December 31, 1990.

10.5 Lease dated March 20, 1992 between the Company's Central Coil Company, Inc. subsidiary (as lessee) and lessor. -- Incorporated by reference to Exhibit 10.12 of the Company's Annual Report on Form 10-K for the year ended December 31, 1991.

10.6 Stock Option Plan -- Incorporated by reference to Exhibit 28.1 of the Company's Registration Statement on Form S-8 (Registration No. 33-53462) filed with the Securities and Exchange Commission on October 20, 1992.

10.7 Contract for purchase of the new manufacturing and office space of the Company's Macau subsidiary located in Macau, dated May 4, 1993 between Fundicio e Construciones Mecanicas (Macau) S.A.R.L. (seller) and Accessorios Electronicos "Bel Fuse" Macau LDA (buyer) -- Incorporated by reference to Exhibit 10-11 of the Company's Annual Report on Form 10-K for the year ended December 31, 1993.

11.1 A statement regarding the computation of earnings per share is omitted because such computation can be clearly determined from the material contained in this Annual Report on Form 10-K.

22.1 Subsidiaries of the Registrant.

23.1 Consent of Independent Auditors.

(c) The Company did not file any reports or Form 8-K during the quarter ended December 31, 1994.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

BEL FUSE, INC.

BY:/s/ DANIEL BERNSTEIN

Daniel Bernstein, President

Dated: March 29, 1995

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

Signature	Title	Date
/s/ ELLIOT BERNSTEIN ------------------------- Elliot Bernstein	Chairman of the Board and Director (Principal Executive Officer)	March 29, 1995
/s/ DANIEL BERNSTEIN ------------------------- Daniel Bernstein	President, (Principal Financial and Accounting Officer) and Director	March 29, 1995
------------------------- Howard B. Bernstein	Director	
/s/ ROBERT H. SIMANDL ------------------------- Robert H. Simandl	Director	March 29, 1995
/s/ DAVID OLSAN ------------------------- David Olsan	Director	March 29, 1995
------------------------- Peter Gilbert	Director	

BEL FUSE INC. AND SUBSIDIARIES
SCHEDULE VIII - VALUATION AND QUALIFYING ACCOUNTS

Schedule VIII

Column A	Column B	Column C	Column D	Column E	Column F
		Additions			
		(1)	(2)		
	Balance to Beginning of period	Charged to profit and loss or income	Charged to other accounts (describe)	Deductions (describe)	Balance at close of period

Description					
Year ended December 31, 1994 Allowance for doubtful accounts	$ 70,000	$ 16,175	$ --	$ 16,175(a)	$ 70,000
Year ended December 31, 1993 Allowance for doubtful accounts	$ 50,000	$ 20,000	$ --	--	$ 70,000
Year ended December 31, 1992 Allowance for doubtful accounts	$ 50,000	$ 11,882	$ --	$ 11,882(a)	$ 50,000

<FN>

(a) Write-offs.

</FN>

Exhibit No.:	Description
3.1	Certificate of Incorporation, as amended -- Incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-K for the year ended December 31, 1992.
3.2	By-laws, as amended, are hereby incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-2 (Registration No. 33-16703) filed with the Securities and Exchange Commission on August 25, 1987.
10.1	Agency agreement dated October 1, 1988 between Bel Fuse Ltd. and Rush Profit Ltd.
10.2	Contract dated March 16, 1990 between Accessorios Electronicos (Bel Fuse Macau Ltd.) and the Government of Macau.
10.3	Loan agreement dated February 14, 1990 between Bel Fuse, Ltd. (as lender) and Luen Fat Lee Electronic Factory (as borrower). -- Incorporated by reference to Exhibit 10.9 of the Company's Annual Report on Form 10-K for the year ended December 31, 1989.
10.4	Lease dated April 15, 1990 between the Company's French subsidiary (as lessee) and lessor. -- Incorporated by reference to Exhibit 10.9 of the Company's Annual Report on Form 10-K for the year ended December 31, 1990.
10.5	Lease dated March 20, 1992 between the Company's Central Coil Company, Inc. subsidiary (as lessee) and lessor. -- Incorporated by reference to Exhibit 10.12 of the Company's Annual Report on Form 10-K for the year ended December 31, 1991.
10.6	Stock Option Plan -- Incorporated by reference to Exhibit 28.1 of the Company's Registration Statement on Form S-8 (Registration No. 33-53462) filed with the Securities and Exchange Commission on October 20, 1992.
10.7	Contract for purchase of the new manufacturing and office space of the Company's Macau subsidiary located in Macau, dated May 4, 1993 between Fundicio e Construciones Mecanicas (Macau) S.A.R.L. (seller) and Accessorios Electronicos "Bel Fuse" Macau LDA (buyer) -- Incorporated by reference to Exhibit 10-11 of the Company's Annual Report on Form 10-K for the year ended December 31, 1993.
11.1	A statement regarding the computation of earnings per share is

omitted because such computation can be clearly determined from the material contained in this Annual Report on Form 10-K.

22.1 Subsidiaries of the Registrant.

23.1 Consent of Independent Auditors.

Dated the 1st day of October 1988.

RUSH PROFIT LTD.

and

BEL FUSE LTD.

AGENCY AGREEMENT

WOO, KWAN, LEE & LO,
SOLICITORS & CO.,
35TH FLOOR, SUN HUNG KAI CENTRE,
30 HARBOUR ROAD, WANCHAI,
HONG KONG.

Doc #0765C

Ref: EY/S6000770/88/j1

AN AGENCY AGREEMENT is made the 1st day of October One thousand nine hundred and eighty-eight

BETWEEN:-

1. RUSH PROFIT LTD. a company incorporated with limited liability in Hong Kong whose registered office is situate at Room 1906, 19/F, Kai Tak Commercial Building, 317-321 Dex Voeux Road Central, Hong Kong (hereinafter called "Rush Profit") of the one part and

2. BEL FUSE LTD. a company incorporated with limited liability in Hong Kong whose registered office is situate at Room 1814-15, Star House, 3 Salisbury Road, Kowloon, Hong Kong (hereinafter called "Bel Fuse") of the other part.

WHEREAS:-

(A). Bel Fuse is desirous of appointing an agent to secure contractors to process certain electronic components of Bel Fuse ("the Components")

(B). Rush Profit has agreed to be appointed as the agent subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Bel Fuse appoints Rush Profit as its non-exclusive agent as from the effective date of this Agreement and until determined as hereinafter provided in the agent's own name and as a principal (a) to enter into contracts with companies or factories ("the Processing Factory") in China for the processing of the Components, (b) to manage and oversee the processing operation with the Processing Factory and (c) to ship the processed Components to any place designated by Bel Fuse.

2. Rush Profit hereby undertakes and agrees with Bel Fuse that Rush Profit will

at all times during the continuance in force of this Agreement observe and perform the terms and conditions set out in this Agreement and in particular, Rush Profit:-

(a) will use its best endeavour to find the suitable Processing Factory, to manage and oversee processing operation of the Processing Factory and to ship the processed Components;

(b) will ensure that any contract or any variations or amendments thereof which Rush Profit enters with the Processing Factory shall contain the terms as set out in Clause 3 herein;

(c) will in all matters act loyally and faithfully to Bel Fuse and obey its orders and instructions and in the absence of any such orders or instructions in relation to any particular matter will act in such manner as

Rush Profit reasonably consider to be most beneficial to Bel Fuse;

(d) will ship to the Processing Factory, at the expense of Bel Fuse, all the processing machinery and equipment and all the raw materials, accessories and assembling materials as Bel Fuse may require to enable the Processing Factory to process the Components and to ship at the expense of Bel Fuse the processed Components from the Processing Factory to such place as shall be designated by Bel Fuse Provided Always that all shipment and transportation charges incurred between Chung Shan Pier and the Processing Factory shall be at the expense of Rush Profit and/or the Processing Factory;

(e) will take all reasonable steps to maintain and protect from loss the processing machinery and equipment and the raw materials, accessories and assembling materials as aforesaid;

(f) will comply with or obtain all necessary consents licences or permissions under any relevent laws regulations or rules for the time being in force for the (i) import of the processing machinery and equipment and all the raw materials, accessories and assembling materials to the country of Processing Factory and (ii) export of the processed Components from the country of the Processing Factory;

(g) will not make representations or give any warranties other than those contained in Clause 3 herein to the Processing Factory;

(h) in the event of any dispute arising between Rush Profit and the Processing Factory, will inform Bel Fuse of the dispute and will not take any proceedings in respect of or compromise the dispute or grant a release without the written consent of Bel Fuse;

(i) will consult with and obtain the prior approval of Bel Fuse in respect of any terms and conditions of the contract which Rush Profit proposes to enter into with the Processing Factory.

(j) will keep full and proper books of account and records showing clearly all inquiries transactions and proceedings relating to the agency and in particular all transactions undertaken by or through Rush Profit in relation to the Components;

(k) will allow the authorised officers of the Bel Fuse at all reasonable times to have access to Rush Profit's premises for the purpose of inspecting the said books and records;

(l) will from time to time upon the written request of the Bel Fuse supply to the Bel Fuse reports returns and other information relating to the agency;

(m) will not assign transfer charge or in any manner make over or purport to assign transfer charge or take over this agreement or the rights of Rush Profit thereunder or any part thereof without obtaining the previous consent in writing of Bel Fuse;

(n) will not incur any liability on behalf of the Bel Fuse or in any way pledge or purport to pledge Bel Fuse's credit; and

(o) will defray all expenses of and incidental to the agency.

3. In the contract or agreement with the Processing Factory, Rush Profit shall ensure that the Processing Factory shall be responsible for or agree to the following:-

(a) The Processing Factory shall provide at its own expense factory premises to process the Components which premises shall not be less than 300 m2 in actual usable area;

(b) The Processing Factory shall employ a labour force of not less than 120 persons to process the Components;

(c) All processing machinery and equipment and all raw materials, accessories and assembling materials provided to the Processing Factory either directly by Bel Fuse or through Rush Profit shall remain at all times and irrespective of the occurence of any event the property of Bel Fuse;

(d) The Processing Factory will take out all such insurance policies as may be required by Bel Fuse at

such insurance company as may be directed by Bel Fuse provided that Bel Fuse shall pay the required insurance premia;

(e) The Processing Factory shall obtain all necessary consents licences or permissions under any relevent law regulations or rules for the time being in force for the export of the processed Component from the country of the Processing Factory;

(f) Bel Fuse shall be entitled to send at its own expenses all such necessary personnel and technicians as it shall deem fit to the Processing Factory premises for the purpose of assisting in management, personnel training, and quality control and to advice in techniques. The Processing Factory shall ensure that all reasonable directions given by such personnel and technicians be obeyed and all the factory's books, records, documents and information in respect of the processing of the Components are made available to Bel Fuse;

(g) All Components processed are subject to the strict quality control of Bel Fuse and must be examined by a representative of Bel Fuse specifically authorized to inspect the quality of the processed Components ("the quality controller"). Only those processed Components inspected and deem fit by the quality controller shall be delivered to Bel Fuse and all those processed

Components which are rejected by the quality controller shall be accepted as rejected by Rush Profit or Bel Fuse;

h) The Processing Factory shall charge a unit rate for each piece of Component processed by it and not rejected by the quality controller such unit rate to be subject to the prior approval of Bel Fuse. No other charges or monies of any kind shall be demanded by the Processing Factory other than the agreed unit rate;

4. Bel Fuse hereby agrees with Rush Profit that it will during the continuance of this agreement:

(a) at its own expense supply to Rush Profit or to the Processing Factory such processing machinery and equipment and such raw materials, accessories and assembling materials as Bel Fuse shall deem to be required to process the Components;

(b) pay all transportation charges incurred for the transport of the processing machinery and equipment to or from the Processing Factory, the raw materials, accessories and assembling materials to the Processing Factory and the processed Components from the Processing Factory to the place designated by Bel Fuse save and except transportation charges between Chung Shan Pier and the Processing Factory;

(c) whenever Bel Fuse considers it necessary and at its own expense to provide the personnel and technicians to visit the Processing Factory for the purpose of assisting in management, personnel training, quality control and advising on techniques.

5. Bel Fuse reserves to itself the right notwithstanding anything to the contrary herein contained:-

(a) to specify the quantity of Components to be processed;

(b) to specify the procedure or manner in which the Components are to be processed;

(c) to specify the quality of the processed Components and to reject all such processed Components which fail to meet the quality imposed by Bel Fuse;

(d) to nominate the Processing Factory;

(e) to reject or demand the termination of the contract with an existing Processing Factory.

6. In consideration of the services of Rush Profit provided in this Agreement and so long as Rush Profit has procured a Processing Factory which is processing the Components, Bel Fuse shall pay to Rush Profit:-

(a) a sum of Hong Kong Dollars SIXTEEN THOUSAND (HK$16,000.00) per month in arrears commencing from

the 1st day of October 1988 and thereafter on the last day of each and every calendar month.

(b) a commission which is equal to one per cent (1%) of the unit rate charged by the Processing Factory for the processing of each Component and actually paid to and received by the Processing Factory, such commission to be calculated on a quarterly basis in arrears commencing from the 1st day of January 1989 each quarterly commission payment to be paid no earlier than 30 days from the end of each quarter.

For the purpose of calculating the 1% commission aforesaid, the sum stated in the books of Bel Fuse as having paid to the Processing Factory for the processing of Components shall be deem to be correct and shall not be challenged in any way by Rush Profit.

7. Bel Fuse shall have the right at any time by giving notice in writing to Rush Profit to terminate this Agreement forthwith in any of the following events:-

(a) If Rush Profit commits a breach of any of the terms or conditions of this Agreement;

(b) If Rush Profit enters into liquidation or becomes insolvent whether compulsorily or voluntarily or has a petition for winding-up against it filed in court or compound with its creditors or take or suffer any similar action in consequence of debt;

(c) If from any cause Rush Profit is prevented from performing its duties hereunder for a period of one month;

(d) If Rush Profit is guilty of any conduct which in the opinion of Bel Fuse is prejudicial to the Bel Fuse interests; or

(e) If Rush Profit purports to assign the burden or benefits or charge the benefits of this Agreement without the written consent of Bel Fuse.

8. Rush Profit hereby undertakes that Rush Profit will not at any time after the making of this Agreement divulge any information in relation to the Bel Fuse's affairs or business or method of carrying on business.

9. (a) Upon the termination of this Agreement for any cause or at any time previous to such termination at the request of the Bel Fuse, Rush Profit shall forthwith return to or procure the Processing Factory to return to Bel Fuse or otherwise dispose of as Bel Fuse may instruct all samples patterns instruction books technical pamphlets catalogues specifications and other materials documents and papers whatsoever sent to Rush Profit and relating to the business of the company (other than correspondence between the company

and the agents) which Rush Profit or the Processing Factory may have in its possession or under its control and also deliver up to Bel Fuse upon the termination of this Agreement all separate books of account and records relating to the agency kept in accordance with Clause 3 of this Agreement.

(b) Upon such termination Rush Profit shall forthwith deliver up or procure the delivery up to Bel Fuse or otherwise dispose of as Bel Fuse directs all the processing machinery and equipment supplied by Bel Fuse, the raw materials, accessories and assembling materials supplied by Bel Fuse and all processed Components;

(c) The cost of carriage insurance duty and charges incurred in any such return delivery up or other disposal shall be borne by Bel Fuse.

10. (a) Bel Fuse shall not be responsible for the acts or defaults of Rush Profit or of Rush Profit's employees or representatives.

(b) Any act or omission which if it were an act or omission of Rush Profit would be a breach of this Agreement on its part shall be deemed to be such an act or omission for which Rush Profit are responsible if done or omitted:-

(i) by any director, officer, employee, servant, independent contractor or agent of Rush Profit;

(ii) by any body corporate or unincorporate (whether constituted at the date of this Agreement or not) which is controlled wholly or mainly or directly or indirectly in any manner by Rush Profit or by any person or persons who controls or control or by any such body which itself controls wholly or mainly or directly or indirectly in any manner Rush Profit or which is controlled wholly or mainly or directly or indirectly by a person or persons and/or body or bodies corporate and/or unincorporate who or which controls or control wholly or mainly or directly or indirectly Rush Profit; or

(iii) by any firm or unincorporated body of which the Rush Profit shall for the time being be a partner or member.

11. Subject to an earlier determination as provided in this Agreement, this Agreement shall be effective for 15 years commencing from the 1st day of October 1988 to 30th September 2003 with an option to Bel Fuse to renew for another 15 years.

12. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the Court of Hong Kong.

13. If any one or none of the provisions in this Agreement shall be declared invalid, illegal or unenforceable under any applicable law, such illegality invalidity or unenforceability shall not vitiate any other provisions of this Agreement.

14. The waiver of Bel Fuse of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

15. This Agreement is signed in duplicate.

SIGNED by FONG SIO LONG (holder)
of Macau Identity Card No. 334621))
for and on behalf of Rush Profit)
Ltd. in the presence of :-)

SIGNED by)
)
)
)
for and on behalf of Bel Fuse Ltd.)
in the presence of :-)

TRANSLATION

DIRECTION OF FINANCE SERVICE OF MACAU
ADMINISTRATIVE AND FINANCIAL DIVISION

CERTIFY

ONE--That the photocopy annexed to this certificate is according to its original

TWO--That it was extracted at this Division from the deed registered on folios 111 and followings of the Book of Notes for deeds No. 274

THREE--That it occupies eight sheets (being 1 enclosure) with the embossed stamp used by this Direction, which are all numerated and rubricated by me.

Macau, 20th March, 1990.

The Notary
Signature not legible.

ACCOUNT No. 65

Fees	$19.00
Stamps of the article 42	$50.00
Stamps of the article 43	$ --
Total	$69.00

The total is sixty nine patacas.
Signature not legible

Deed of the concession contract by lease with exemption of auction, of a land with area of 4,200 square metre, located at Pac-On, Lot "E", in the Island of Taipa, made in favour the name of "ACESSORIOS ELECTRONICOS BEL FUSE MACAU LIMITED"

On 16th March, 1990, in this city of Macau and at the building located at Rua da Praia Grande, where the Direction Service of Finance is established, appeared in my presence, Alberto Rosa Nunnes, Subdirector of the said Service, performing as private notary of the Finance of this Territory, as grantors:

FIRST: The Territory of Macau, represented by Joao Luis Martins Roberto, Director of the Finance Service of Macau, according to the subdelegation granted by the Under-Secretary for the Economic Affairs by dispatch number four hundred and seventy one stroke SAAE stroke eighty nine, of 12th December, published in the fifth supplement to the Official Bulletin number fifty two of twenty nine of the said month and year.

SECOND: "ACESSORIOS ELECTRONICOS BEL FUSE MACAU LIMITED" with office at Avenida Almirante Lacerda numbers one hundred and sixty seven and one hundred and sixty nine, sixth floor, inscribed at the Registry Office under the number one thousand and thirty eight on folios one hundred and thirty eight reverse side of the Book C-third, now represented by its manager LOH HUNG PAO, PETER, with powers confered in accordance with the statutes of the company inscribed at the said office.

The Assistant Attorney-General of the Republic of this city Rodrigo Antonio Leal de Carvalho was also present this act. They are all persons whose identities I know and perceive.

Therefore, to the first grantor with the capacity above mentioned, it was said:-That, as the Under-Secretary for the Public Works and Habitation by dispatch number one hundred and sixty two stroke SAOPH stroke eighty eight, of 7th December authorized the petition lodged by the second grantor for the concession, by lease with exemption of auction, a land with the area of four thousand and two hundred square metre, located at Pac-On, Lot "E", in the Island of Taipa, not yet described at the House Registry Office of Macau according to certificate issued by the said office, the grantors are to simplify the deed in the following terms:

FIRST CLAUSE--OBJECT OF THE CONTRACT: CONCESSION BY LEASE

The first grantor grants to the second grantor, by lease with exemption of auction, a land located at the Island of Taipa, corresponding to the Lot "E" of the embankment of Pac-On with the area of four thousand and two hundred square meter, hereinafter referred to as Land, which is marked in the annexed plan, with the number DPT stroke zero two stroke three hundred and sixty two stroke eighty eight of the Direction of Cartography and Cadastre Service

SECOND CLAUSE--PERIOD OF LEASE
----

1. The lease is valid for 25 years, starting from the date of granting of the public writ of the present CONTRACT

2. The period of lease fixed in the former number, can in the terms of the legislation applicable and with accordance to the conditions, be renewed till 19th December 2049.

THIRD CLAUSE--THE USAGE AND FINALITY OF THE LAND

The land will be used for the construction of a building, comprising of three storeys, affected for the industry of the making of electronic components, to be explored by the SECOND GRANTOR

FOURTH CLAUSE--RENT
----

1. According to the Regulation no. 50/81/M, of 21st March, the SECOND PARTY will pay the following annual rent:

    a) During the period of execution of the usage of the LAND will pay $4.00 (four patacas) by metre square of the land granted in the global amount of $16,800.00 (sixteen thousand and eight hundred patacas).

    b) Once the work of usage of the LAND is completed will have to pay the global amount of $28,850.00 (twenty eight thousand and eight hundred and fifty patacas) resulting from the following description:

        i) Area for industry:

            4.338 m2 x $5.00/m2 .... $21,690.00

        ii) Area for parking and environmental assistance:

            1.432 m2 x $5.00/m2 .... $ 7,160.00

2. The areas referred in the former number are subject to alterations resulting from the inspection to be made by the competent authorities for the issuing of the Occupation Licence, with the alteration of the global

3. The rents will be revised five in five years, starting from the date of the granting of the public writ of the present CONTRACT, without any loss of the immediate application of new amounts of the rent stipulated by

Regulation during the validity of the CONTRACT coming to be publicated.

FIFTH CLAUSE--DEADLINE OF USAGE
----

1. The period of usage of the LAND starting from the date of publication in the Official Bulletin which authorizes the present CONTRACT, should operate according to the following

   1st Fase--Construction of the ground floor industrial unit in a period of eighteen months, starting from the date above referred;

   2nd Fase--The construction of the remaining two storeys is optional. The SECOND PARTY should inform the FIRST PARTY in a period of 12 months starting from the date of the licence of occupation of the first fase, if pretends to construct. The period of conclusion of the 2nd fase is 18 months starting from the date of the written communication of the SECOND PARTY.

2. Without any disadvantage of the stipulated in the former number, the SECOND PARTY should during the presentation of the projects, observe the following deadlines:

   a) 90 (ninety) days, starting from the date of notification of the approval of the anti-project of the work, for the presentation and elaboration of the work project (project of the foundation, estructures, water, drainage, electricity and special installations);

   b) 45 (forty five) days, starting from the date of notification of the approval of the work project, to the beginning of the work.

3. For the accomplishment of the deadlines referred in the former number, the projects will only be considered presentable if all the elements are instructed.

4. For the fulfilment of the deadlines referred in the number one of this clause it is understood that, for the appreciation of each of the projects referred in no. 2, the competent Authorities will observe a period of 60 (sixty) days.

5. In case the competent Authorities do not inform in the fixed deadline of the former number, the SECOND PARTY can start the project 30 (thirty) days after written communication to DSOPT (Public and Transport Works Dept),

subject, however the project to everything that appears laid out in the RGCU or any other rules applicable and being subject to all penalties set in that RGCU, with the exception of the absence of licence. However, the absence of resolution, relating to the plan of the job, does not dispense the SECOND PARTY of the presentation of the respective work project.

SIXTH CLAUSE--MATERIALS FOR THE RECLAMATION OF LAND

All and any materials needed for filling up the land which the SECOND PARTY eventually will necessitate to be used in the Land will have to be obtained outside the Territory.

SEVENTH CLAUSE--NON-ACCOMPLISHMENT OF THE DEADLINES
----

1. In case of any specific reasons, properly justified, accepted by the FIRST PARTY, by the non-accomplishment of the deadlines fixed in the fifth clause relatively to the presentation of any projects, beginning and conclusion of the works, the SECOND PARTY will have to pay a fine till $500.00 (five hundred patacas) for each day of delay till sixty days; besides this period and till the maximum global of one hundred and twenty days, will be subject to a fine of double the amount mentioned.

2. The SECOND PARTY, will be discharged of the responsibilities referred in the former number in cases of force majeure or other relevant facts, wherein the work is proven to be outside his control.

3. Only occurrences resulting exclusively from unforeseeable and unavoidable events shall be regarded as cases of force majeure.

4. For the accomplishment of the rule no. 2 of this clause the SECOND PARTY is to inform, the FIRST PARTY in writing, as soon as possible the occurence of the referred facts.

EIGHTH CLAUSE--PROTECTION OF THE MAIN ENVIRONMENT
----

1. Relatively to the industrial affluents, noise and pollution in general the SECOND PARTY has to abide with the rules internationally defined in these materials, in order to protect the environment, following accordingly to the rules set by the OMS--World Health Organization.

2. The SECOND PARTY is to also obey the rules of security and hygiene of the General Rule of Security and Hygiene of Work in the Industrial Establishments approved by the Law no.57/82/M of 22nd October.

3. Any fault of observance of the stipulated in no. 1 of this clause, the SECOND PARTY will be subject to the following penalties:

   -- In the 1st violation: $10,000.00 to $30,000.00

   -- In the 2nd violation: $31,000.00 to $80,000.00

   -- In the 3rd violation: $81,000.00 to $150,000.00

   -- From the 4th violation onwards the FIRST PARTY has the right to cancel the contract.

4. Any fault of accomplishment of the stipulated in no. 2 of this clause the SECOND PARTY will be subject to sanctions applicable in terms of Law no. 2/83.

NINTH CLAUSE--PREMIUM OF CONTRACT

The SECOND PARTY shall pay the FIRST PARTY, a premium of contract, the amount of $1,849,000.00 (one million eight hundred and forty nine thousand patacas) which will be paid in the following form:

a) $349,000.00 (three hundred and forty nine thousand patacas) 30 (thirty) days after the publication in the Official Bulletin of the approval of the present CONTRACT.

b) The remaining $1,500,000.00 (one million and five hundred thousand patacas) which will gain interest to annual tax of 5%, will be paid in 4 (four) instalments half-yearly, same of capital and interests, in the amount of $398,730.00 (three hundred and ninety eight thousand and seven hundred and thirty patacas) each one, earning the first 150 days starting from the date of payment referred in the former paragraph.

10TH CLAUSE--GUARANTY
----

1. In the terms of rule of article no. 127 of Law no. 6/80/M, of 5th July, the SECOND PARTY will give a guaranty in the value of $16,800.00 (sixteen thousand and eight hundred patacas) by deposit or bank guaranty accepted by the FIRST PARTY.

2. The value of the guaranty referred in the former number should always

accompany the value of the respective annual rent.

ELEVENTH CLAUSE--TRANSFERENCE
----

1. The transference of the situations occured in this concession, whenever the LAND is not used, and during the period of 10 years after the conclusion of the usage dependent of the former authorization of the FIRST PARTY and subjects the transferer the revision of the conditions of the present CONTRACT.

2. For the financial guaranty of the job, the SECOND PARTY can consist of voluntary mortgage over the right of lease of the land there conceded, in terms of the rule in the article 2 of the Law no. 51/83/M of 26th December.

12TH CLAUSE--INSPECTION

During the period of usage of the LAND conceded, the SECOND PARTY has the right to allow the access to the work site to the representatives of the Administration Services, who will be going for inspection, giving them all the assistance.

13TH CLAUSE--INVALIDITY
----

1. The present CONTRACT will be invalid on the following cases:

    a) Final deadline of the fine agraveted as mentioned in clause 8th.

    b) Alteration not consented with the finality of the concession, during the time of the usage is not completed;

    c) Interruption of the usage of the LAND in a period higher than 90 days, due to specific reasons justified and accepted by the FIRST PARTY.

2. The invalidity of the CONTRACT is declared by the approval of the Governor and will be publicated in the Official Bulletin.

3. The invalidity of the CONTRACT will determine the reversion of the LAND to the possession of the FIRST PARTY with all the improvements introduced, with no right for any compensation on the SECOND PARTY'S part.

14TH CLAUSE--CANCELLATION
----

1. The present CONTRACT can be cancelled when any of the following facts occur:

    a) Fault of pontual payment of the rent;

    b) Alteration not consented for the usage of LAND and/or the finality of the concession, in case the usage of LAND is already concluded;

    c) Transference of the situations occurring during the concession, with the violation of the rules stated in the 11th clause--1st.

    d) Non-accomplishments of the obligations stated in the sixth clause;

    e) Repeated non-accomplishment starting from the 4th violation of the obligations stated in the eighth clause;

    f) Non-accomplishment of the obligations stated in the ninth clause;

2. The cancellation of the CONTRACT is declared by the approval of the Governor and will be publicated in the Official Bulletin.

15TH CLAUSE--COMPETENT LAW

For the purposes of resolution of any litigation emerging from the present CONTRACT, the competent law will be represented by the Court of Justice of Macau.

16TH CLAUSE--LEGISLATION APPLICABLE

The present CONTRACT, will act according to in cases of negligence by Law no. 6/80/M of 5th July, and with legislation applicable and in force in the Territory of Macau.

It was said to the second grantor that he accepts this contract with all their clause and conditions, who is subject to its faithfull and exact fulfilment

Thus this was said and reciprocally accepted, in the capacities which they grant and I perceive.

The duly duty-stamp in accordance with the general table of Stamp-Duty in force, will be paid by means of bill

The conveyance tax was paid at the Tax Office of the Finance of the Islands and the respective forwarding note number four hundred and thirty stroke five hundred and sixty seven is kept filed in the respective process

I declare that the second grantor had deposited in the name of the territory of Macau and in the Department in Macau of the Nacional Ultramarino Bank, the security in the amount of sixteen thousand and eight hundred patacas, corresponding to a year of rent, according to bill number thirty seven stroke eighty nine of which a copy is kept filed in the process number fifteen thousand six hundred and thirty eight of this Direction

As the representative of the second grantor does not know Portuguese language, the official interpreter, Augusto Jose da Lus---, intervenes in this act, with his consent, who made the

oral translation of this deed in chinese as well as letting me know that it corresponds to his wish.

The witnesses present, whose idoneousness I verified, Antonio Zeferino de Souza and Margarida Costa, both adults, public servants, living in this city, will sign this deed with the grantor, with the Assistant Attorney-General of the republic and with me, Subdirector of the Service of Finance and notary, after it was read, by me, in loud voice in the presence of all who verified that it is accordingly.

Signed Joao Martins Roberto
Signed Loh Hung Pao, Peter
Signature not legible
Signed Antonio Zeferino Souza
Signed Margarida Costa
I was present. Signed Rodrigo Carvalho
Signed Alberto Rosa Nunes

Subsidiaries of Bel Fuse Inc.

Name	Jurisdiction of Incorporation
Bel Fuse Limited	Hong Kong
Bel Fuse Macau LDA	Macau
Bel Hybrids and Magnetics, Inc.	Indiana
Bel Fuse (SARL)	France
Bel Fuse Acquisition Corporation	Delaware

DELOITE & TOUCHE LLP (LOGO)

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in the Registration Statements (2-93572, 33-45809 and 33-53462) on Forms S-8 of Bel Fuse Inc. of our report dated March 8, 1995 appearing in this Annual Report on Form 10-K of Bel Fuse Inc. for the year ended December 31, 1994.

DELOITE & TOUCHE LLP

March 29, 1995

Deloitte Touche
Tohmatsu (LOGO)
International

<ARTICLE> 5
<LEGEND>
THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM BEL FUSE INC. AND SUBSIDIARIES FINANCIAL STATEMENTS AT DECEMBER 31, 1994 AND THE YEAR THEN ENDED AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.
</LEGEND>
<MULTIPLIER> 1

<PERIOD-TYPE>	YEAR
<FISCAL-YEAR-END>	DEC-31-1994
<PERIOD-END>	DEC-31-1994
<CASH>	2,842,894
<SECURITIES>	7,508,304
<RECEIVABLES>	8,079,971
<ALLOWANCES>	70,000
<INVENTORY>	8,766,203
<CURRENT-ASSETS>	28,157,136
<PP&E>	38,747,817
<DEPRECIATION>	16,521,742
<TOTAL-ASSETS>	51,653,035
<CURRENT-LIABILITIES>	5,486,944
<BONDS>	0
<COMMON>	496,520
<PREFERRED-MANDATORY>	0
<PREFERRED>	0
<OTHER-SE>	45,429,571
<TOTAL-LIABILITY-AND-EQUITY>	51,653,035
<SALES>	45,746,724
<TOTAL-REVENUES>	46,053,201
<CGS>	36,349,461
<TOTAL-COSTS>	47,807,707
<OTHER-EXPENSES>	0
<LOSS-PROVISION>	0
<INTEREST-EXPENSE>	6,553
<INCOME-PRETAX>	(1,761,059)
<INCOME-TAX>	(203,000)
<INCOME-CONTINUING>	0
<DISCONTINUED>	0
<EXTRAORDINARY>	0
<CHANGES>	0
<NET-INCOME>	(1,558,059)
<EPS-PRIMARY>	(.32)
<EPS-DILUTED>	0