

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal quarter ended June 26, 2004 Commission file number 1-6770

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

Delaware 25-0790410
(State or other jurisdiction (I.R.S. Employer
of incorporation or organization) Identification No.)

8285 TOURNAMENT DRIVE, SUITE 150 38125
MEMPHIS, TENNESSEE (Address of principal executive offices) (Zip Code)

(901) 753-3200
(Registrant's telephone number, including area code)

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

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

The number of shares of the Registrant's common stock outstanding as of July 15, 2004, was 34,987,467.

-1-
MUELLER INDUSTRIES, INC.

FORM 10-Q

For the Period Ended June 26, 2004

INDEX

Part I. Financial Information	Page
Item 1. Financial Statements (Unaudited)	
a.) Consolidated Statements of Income for the quarters and six months ended June 26, 2004 and June 28, 2003	3
b.) Consolidated Balance Sheets as of June 26, 2004 and December 27, 2003	7
c.) Consolidated Statements of Cash Flows for the six months ended June 26, 2004 and June 28, 2003	9
d.) Notes to Consolidated Financial Statements	11

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	17
Item 3. Quantitative and Qualitative Disclosures About Market Risk	21
Item 4. Controls and Procedures	22
Part II. Other Information	
Item 4. Submission of Matters to a Vote of Security Holders	23
Item 5. Other Information	23
Item 6. Exhibits and Reports on Form 8-K	24
Signatures	25

-2-

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements
<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
<S>	<C>	<C>
Net sales	\$ 380,822	\$ 248,221
Cost of goods sold	303,720	203,461
	-----	-----
Gross profit	77,102	44,760
Depreciation and amortization	10,159	9,722
Selling, general, and administrative expense	28,199	23,575
Impairment charge	-	-
	-----	-----
Operating income	38,744	11,463
Interest expense	(199)	(292)
Environmental expense	(269)	(257)
Other income, net	1,449	2,182
	-----	-----
Income from continuing operations before income taxes	39,725	13,096
Current income tax expense	(14,169)	(870)
Deferred income tax benefit (expense)	1,492	(3,247)
	-----	-----
Total income tax expense	(12,677)	(4,117)
	-----	-----
Income from continuing operations	27,048	8,979
Loss from operation of discontinued operations, net of income taxes	-	-
	-----	-----
Net income	\$ 27,048	\$ 8,979
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-3-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF INCOME (continued)
(Unaudited)

<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
<S>	<C>	<C>
Weighted average shares		
for basic earnings per share	34,978	34,263
Effect of dilutive stock options	1,914	2,540
	-----	-----
Adjusted weighted average shares		
for diluted earnings per share	36,892	36,803
	-----	-----
Basic earnings (loss) per share:		
From continuing operations	\$ 0.77	\$ 0.26
From discontinued operations	-	-
	-----	-----
Basic earnings per share	\$ 0.77	\$ 0.26
	=====	=====
Diluted earnings (loss) per share:		
From continuing operations	\$ 0.73	\$ 0.24
From discontinued operations	-	-
	-----	-----
Diluted earnings per share	\$ 0.73	\$ 0.24
	=====	=====
Dividends per share	\$ 0.10	\$ -
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-4-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF INCOME (continued)
(Unaudited)

<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
<S>	<C>	<C>
Net sales	\$ 726,781	\$ 480,243
Cost of goods sold	584,749	395,376
	-----	-----
Gross profit	142,032	84,867
Depreciation and amortization	20,124	19,462
Selling, general, and administrative expense	54,881	46,871

Impairment charge	3,941	-
	-----	-----
Operating income	63,086	18,534
Interest expense	(423)	(603)
Environmental expense	(438)	(464)
Other income, net	4,242	2,739
	-----	-----
Income from continuing operations before income taxes	66,467	20,206
Current income tax expense	(22,843)	(2,737)
Deferred income tax benefit (expense)	1,384	(4,030)
	-----	-----
Total income tax expense	(21,459)	(6,767)
	-----	-----
Income from continuing operations	45,008	13,439
Loss from operation of discontinued operations, net of income taxes	-	(539)
	-----	-----
Net income	\$ 45,008	\$ 12,900
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-5-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF INCOME (continued)
(Unaudited)

<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
	<C>	<C>
<S>		
Weighted average shares		
for basic earnings per share	34,818	34,260
Effect of dilutive stock options	2,082	2,527
	-----	-----
Adjusted weighted average shares		
for diluted earnings per share	36,900	36,787
	-----	-----
Basic earnings (loss) per share:		
From continuing operations	\$ 1.29	\$ 0.40
From discontinued operations	-	(0.02)
	-----	-----
Basic earnings per share	\$ 1.29	\$ 0.38
	=====	=====
Diluted earnings (loss) per share:		
From continuing operations	\$ 1.22	\$ 0.36
From discontinued operations	-	(0.01)
	-----	-----
Diluted earnings per share	\$ 1.22	\$ 0.35
	=====	=====
Dividends per share	\$ 0.20	-
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-6-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited)

<CAPTION>

June 26, 2004 December 27, 2003
(In thousands)

<S>

<C>

<C>

Assets

Current assets:

Cash and cash equivalents \$ 263,687 \$ 255,088

Accounts receivable, less allowance
for doubtful accounts of \$3,947 in
2004 and \$4,734 in 2003 223,111 163,006

Inventories:

Raw material and supplies 39,201 22,261

Work-in-process 28,493 20,395

Finished goods 103,991 97,892

Total inventories 171,685 140,548

Other current assets 15,293 11,713

Total current assets 673,776 570,355

Property, plant, and equipment, net 334,093 345,537

Goodwill, net 102,570 104,849

Other assets 32,063 34,443

\$ 1,142,502 \$ 1,055,184

=====

See accompanying notes to consolidated financial statements.

</TABLE>

-7-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS (continued)
(Unaudited)

<CAPTION>

June 26, 2004 December 27, 2003
(In thousands, except share data)

<S>

<C>

<C>

Liabilities and Stockholders' Equity

Current liabilities:

Current portion of long-term debt \$ 1,085 \$ 2,835

Accounts payable	63,856	42,081
Accrued wages and other employee costs	33,757	25,631
Other current liabilities	55,219	42,959
	-----	-----
Total current liabilities	153,917	113,506
Long-term debt	11,334	11,437
Pension and postretirement liabilities	32,508	31,643
Environmental reserves	9,822	9,560
Deferred income taxes	65,894	63,734
Other noncurrent liabilities	10,211	10,238
	-----	-----
Total liabilities	283,686	240,118
	-----	-----
Minority interest in subsidiaries	24	208
Stockholders' equity:		
Preferred stock - shares authorized 4,985,000; none outstanding	-	-
Series A junior participating preferred stock - \$1.00 par value; shares authorized 15,000; none outstanding	-	-
Common stock - \$.01 par value; shares authorized 100,000,000; issued 40,091,502; outstanding 34,978,567 in 2004 and 34,276,343 in 2003	401	401
Additional paid-in capital, common	255,738	259,110
Retained earnings	693,512	655,495
Accumulated other comprehensive loss	(3,360)	(5,586)
Treasury common stock, at cost	(87,499)	(94,562)
	-----	-----
Total stockholders' equity	858,792	814,858
Commitments and contingencies (Note 2)	-	-
	-----	-----
	\$ 1,142,502	\$ 1,055,184
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-8-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Cash flows from operating activities		
Net income from continuing operations	\$ 45,008	\$ 13,439
Reconciliation of net income from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	20,124	19,462
Income tax benefit from exercise of stock options	9,685	-
Impairment charge	3,941	-
Equity in loss of unconsolidated subsidiaries	2,740	404
(Gain) loss on disposal of properties	(5,143)	193
Deferred income taxes	(1,384)	4,030
Minority interest in subsidiaries, net of dividends paid	(184)	(173)
Changes in assets and liabilities:		
Receivables	(59,453)	(30,341)
Inventories	(30,774)	3,073
Current liabilities	41,983	3,293
Other assets	(801)	1,314
Other liabilities	634	(505)
Other, net	474	(52)
	-----	-----
Net cash provided by operating activities	26,850	14,137
	-----	-----
Cash flows from investing activities		

Capital expenditures	(8,807)	(15,982)
Proceeds from sales of properties	5,481	210
Purchase of Conbraco Industries, Inc. common stock	-	(10,806)
Escrowed IRB proceeds	-	449
	-----	-----
Net cash used in investing activities	(3,326)	(26,129)
	-----	-----

See accompanying notes to consolidated financial statements.

</TABLE>

-9-

<TABLE>

MUELLER INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)
(Unaudited)

<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Cash flows from financing activities		
Dividends paid	\$ (6,991)	\$ -
Acquisition of treasury stock	(9,320)	-
Proceeds from the sale of treasury stock	3,326	244
Repayments of long-term debt	(1,853)	(2,045)
	-----	-----
Net cash used in financing activities	(14,838)	(1,801)
	-----	-----
Effect of exchange rate changes on cash	(87)	3,294
	-----	-----
Increase (decrease) in cash and cash equivalents	8,599	(10,499)
Cash provided by discontinued operations	-	252
Cash and cash equivalents at the beginning of the period	255,088	217,601
	-----	-----
Cash and cash equivalents at the end of the period	\$ 263,687	\$ 207,354
	=====	=====

See accompanying notes to consolidated financial statements.

</TABLE>

-10-

MUELLER INDUSTRIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

General

Certain information and footnote disclosures normally included in financial statements prepared in accordance with United States generally accepted accounting principles have been condensed or omitted. Results of operations for the interim periods presented are not necessarily indicative of results which may be expected for any other interim period or for the year as a whole. This Quarterly Report on Form 10-Q should be read in conjunction with the Company's Annual Report on Form 10-K, including the annual financial statements incorporated therein.

The accompanying unaudited interim financial statements include all adjustments which are, in the opinion of management, necessary to present a fair statement of the results for the interim periods presented.

Note 1 - Earnings Per Common Share

Basic per share amounts have been computed based on the average number of common shares outstanding. Diluted per share amounts reflect the increase in average common shares outstanding that would result from the assumed exercise of outstanding stock options, computed using the treasury stock method.

Note 2 - Commitments and Contingencies

The Company is subject to normal environmental standards imposed by federal, state, local, and foreign environmental laws and regulations. Based upon information currently available, management believes that the outcome of pending environmental matters will not materially affect the overall financial position and results of operations of the Company.

In addition, the Company is involved in certain litigation as either plaintiff or defendant as a result of claims that have arisen in the ordinary course of business which management believes will not have a material effect on the Company's financial condition or results of operations.

The Company has guarantees which are letters of credit issued by the Company generally to guarantee the payment of insurance deductibles, retiree health benefits, and certain operating costs of a foreign subsidiary. The terms of the Company's guarantees are generally one year but are renewable annually as required. The maximum potential amount of future payments the Company could have been required to make under these guarantees at June 26, 2004 was \$9.1 million.

During the second quarter, the Company (1) entered into consulting agreements with Harvey L. Karp, Chairman of the Board, and William D. O'Hagan, Chief Executive Officer, and (2) amended Mr. Karp's employment agreement with the Company. The amendment to Mr. Karp's employment agreement eliminates the three-year rolling term of the agreement and imposes a fixed term ending on December 31, 2007. The consulting agreements provide for post-employment consulting services to be provided by Messrs. Karp and O'Hagan for a six-year period. During the first four years of the consulting period, an annual consulting fee equal to two-thirds of each executive's Final Base Compensation will be payable for the consulting services. During the final two years of the consulting period, the annual consulting fee is set at one-third of each

-11-

Executive's Final Base Compensation. Final Base Compensation is defined, in each case, as the lesser of (1) the executive's highest annual cash compensation (consisting of base salary and annual bonus) during the last three years of his employment with the Company, or (2) two million dollars. Each executive can terminate his consulting agreement with or without Good Reason (as defined in his consulting agreement) upon thirty days' advance written notice and the Company may terminate either consulting agreement with or without Cause (as defined in such consulting agreement) upon thirty days' advance written notice. If an executive terminates his consulting relationship for Good Reason or the Company terminates the consulting relationship without Cause, such executive will be entitled to receive the remaining amounts due under his consulting agreement, as if such agreement had continued through the remainder of the six-year term, in a lump sum, discounted for early lump sum payment at the Federal Funds rate. During the consulting period, each executive agrees not to engage in Competitive Activity (as defined in his consulting agreement) and will be entitled to receive certain other benefits from the Company. The term of Mr. O'Hagan's consulting agreement will commence upon Mr. O'Hagan's termination of employment by the Company without Cause (as defined in his current employment agreement) or his voluntary resignation from employment with the Company for Good Reason (as defined in his current employment agreement). The term of Mr. Karp's consulting agreement will commence on the earlier of January 1, 2008 (the day following the end of his fixed employment term) or his termination of employment by the Company without Cause (as defined in his employment agreement) or his voluntary resignation for Good Reason (as defined in his employment agreement).

Note 3 - Impairment Charge

During the first quarter of 2004, the Company recognized a \$3.9 million impairment charge related to its subsidiary, Overstreet-Hughes Co., Inc., of which \$2.3 million was goodwill and the remainder was property, plant, and

equipment. The results of Overstreet-Hughes, a component of the Industrial Products Division, which manufactures tubular components and assemblies primarily for the original equipment manufacturer (OEM) air-conditioning market, have not met expectations. Initiatives to improve performance have not been successful. Furthermore, Overstreet-Hughes' primary customer has announced the closure of its facility that consumes the majority of Overstreet-Hughes' output. Consequently, the Company has reduced its carrying cost in these long-lived assets to its best estimate of fair value. This estimate was determined based on a discounted cash flow method.

-12-

Note 4 - Industry Segments

Summarized segment information is as follows:

<TABLE>
<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Net sales:		
Standard Products Division	\$ 278,902	\$ 178,939
Industrial Products Division	105,903	71,585
Elimination of intersegment sales	(3,983)	(2,303)
	-----	-----
	\$ 380,822	\$ 248,221
	=====	=====
Operating income:		
Standard Products Division	\$ 37,184	\$ 11,877
Industrial Products Division	6,334	3,597
Unallocated expenses	(4,774)	(4,011)
	-----	-----
	\$ 38,744	\$ 11,463
	=====	=====

</TABLE>
<TABLE>
<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Net sales:		
Standard Products Division	\$ 528,559	\$ 338,319
Industrial Products Division	205,681	146,532
Elimination of intersegment sales	(7,459)	(4,608)
	-----	-----
	\$ 726,781	\$ 480,243
	=====	=====
Operating income:		
Standard Products Division	\$ 62,174	\$ 18,958
Industrial Products Division	9,687	7,648
Unallocated expenses	(8,775)	(8,072)
	-----	-----
	\$ 63,086	\$ 18,534
	=====	=====

</TABLE>

Note 5 - Comprehensive Income

Comprehensive income is as follows:

<TABLE>
<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Comprehensive income:		
Net income	\$ 27,048	\$ 8,979
Other comprehensive income (loss):		
Cumulative translation adjustments	228	4,797
Change in the fair value of derivatives	182	(153)
	-----	-----
	\$ 27,458	\$ 13,623
	=====	=====

</TABLE>

<TABLE>
<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Comprehensive income:		
Net income	\$ 45,008	\$ 12,900
Other comprehensive income (loss):		
Cumulative translation adjustments	2,189	5,148
Change in the fair value of derivatives	37	(126)
	-----	-----
	\$ 47,234	\$ 17,922
	=====	=====

</TABLE>

Note 6 - Stock-Based Compensation

The Company accounts for its stock-based compensation plans using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related Interpretations. No stock-based employee compensation expense is reflected in net income because the exercise price of the Company's incentive employee stock options equals the market price of the underlying stock on the date of grant. The following table illustrates the effect on net income and earnings per share if the Company had applied the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" (SFAS No. 123), to stock-based employee compensation.

<TABLE>
<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
<S>	<C>	<C>
Net income	\$ 27,048	\$ 8,979
SFAS No. 123 compensation expense, net of income taxes	(439)	(455)
	-----	-----
SFAS No. 123 pro forma net income	\$ 26,609	\$ 8,524

	=====	=====
Pro forma earnings per share:		
Basic	\$ 0.76	\$ 0.25
Diluted	\$ 0.72	\$ 0.23
Earnings per share, as reported:		
Basic	\$ 0.77	\$ 0.26
Diluted	\$ 0.73	\$ 0.24

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands, except per share data)	
<S>	<C>	<C>
Net income	\$ 45,008	\$ 12,900
SFAS No. 123 compensation expense, net of income taxes	(842)	(898)
	-----	-----
SFAS No. 123 pro forma net income	\$ 44,166	\$ 12,002
	=====	=====

Pro forma earnings per share:		
Basic	\$ 1.27	\$ 0.35
Diluted	\$ 1.20	\$ 0.33
Earnings per share, as reported:		
Basic	\$ 1.29	\$ 0.38
Diluted	\$ 1.22	\$ 0.35

-15-

Note 7 - Employee Benefits

The Company sponsors several qualified and nonqualified pension plans and other postretirement benefit plans for certain of its employees. The net periodic benefit cost is based on estimated values provided by independent actuaries. The components of net periodic benefit cost are as follows:

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Pension benefits:		
Service cost	\$ 450	\$ 365
Interest cost	1,896	1,899
Expected return on plan assets	(2,297)	(2,006)
Amortization of prior service cost	99	123
Amortization of net loss	213	114
	-----	-----
Net periodic benefit cost	\$ 361	\$ 495
	=====	=====
Other benefits:		
Service cost	\$ 1	\$ 1
Interest cost	174	213
Expected return on plan assets	(2)	(2)
Amortization of prior service cost	30	31
	-----	-----
Net periodic benefit cost	\$ 203	\$ 243
	=====	=====

</TABLE>
<TABLE>
<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(In thousands)	
<S>	<C>	<C>
Pension benefits:		
Service cost	\$ 934	\$ 730
Interest cost	3,825	3,798
Expected return on plan assets	(4,416)	(4,012)
Amortization of prior service cost	187	246
Amortization of net loss	454	228
	-----	-----
Net periodic benefit cost	\$ 984	\$ 990
	=====	=====
Other benefits:		
Service cost	\$ 2	\$ 2

Interest cost	348	426
Expected return on plan assets	(4)	(4)
Amortization of prior service cost	60	62
	-----	-----
Net periodic benefit cost	\$ 406	\$ 486
	=====	=====

</TABLE>

-16-

The Company previously disclosed in its financial statements for the year ended December 27, 2003, that it expected to contribute between \$1.0 million and \$1.5 million to its pension plans and approximately \$1.0 million to its other postretirement benefit plans in 2004. Contributions have been made to certain pension plans of \$0.2 million during the second quarter of 2004, and \$0.5 million in the first half of 2004; contributions have been made to other postretirement benefit plans of \$0.2 million in the second quarter of 2004, and \$0.4 million in the first half of 2004. The impact, if any, of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 has not been determined, and as such, has not been recognized in the Consolidated Financial Statements as of June 26, 2004.

Note 8 - Income Taxes

The differences between the reported income tax expense and a tax determined by applying the applicable U.S. federal statutory income tax rate to income from continuing operations before income taxes for the second quarter and first half of 2004 include certain valuation allowance adjustments. Upon completion of the prior year's federal tax return during the second quarter, the Company recognized a reduction in the estimated valuation allowance for foreign tax credit carryforwards by approximately \$1.3 million. During the first quarter, certain property sales resulted in capital gains allowing the Company to recognize a reduction of the valuation allowance associated with capital loss carryforwards by approximately \$0.9 million.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

General Overview

Mueller Industries, Inc. is a leading manufacturer of copper tube and fittings; brass and copper alloy rod, bar, and shapes; aluminum and brass forgings; aluminum and copper impact extrusions; plastic fittings and valves; refrigeration valves and fittings; and fabricated tubular products. Mueller's operations are located throughout the United States, and in Canada, Mexico, and Great Britain.

The Company's businesses are managed and organized into two segments: Standard Products Division (SPD) and Industrial Products Division (IPD). SPD manufactures and sells copper tube, copper and plastic fittings, and valves. Outside of the United States, SPD manufactures and sells copper tube in Europe. SPD sells these products to wholesalers in the HVAC (heating, ventilation, and air-conditioning), plumbing, and refrigeration markets, to distributors to the manufactured housing and recreational vehicle industries, and to building material retailers. IPD manufactures and sells brass and copper alloy rod, bar, and shapes; aluminum and brass forgings; aluminum and copper impact extrusions; refrigeration valves and fittings; fabricated tubular products; and gas valves and assemblies. IPD sells its products primarily to original equipment manufacturers (OEMs), many of which are in the HVAC, plumbing, and refrigeration markets.

New housing starts and commercial construction are important determinants of the Company's sales to the HVAC, refrigeration and plumbing markets because the principal end use of a significant portion of the Company's products is in the construction of single and multi-family housing and commercial buildings. Repairs and remodeling projects are also important drivers of underlying demand for these products.

-17-

Profitability of certain of the Company's product lines depends upon the "spreads" between the cost of raw material and the selling prices of its completed products. The open market prices for copper cathode and scrap, for example, influence the selling price of copper tubing, a principal product manufactured by the Company. The Company attempts to minimize the effects of fluctuations in material costs by passing through these costs to its customers. The Company's earnings and cash flow are dependent upon these spreads that fluctuate based upon market conditions.

Earnings and profitability are also subject to market trends such as substitute products and imports. Plastic plumbing systems are the primary substitute product; these products represent an increasing share of consumption. Imports of copper tubing from Mexico have increased in recent years, although U.S. consumption is still predominantly supplied by U.S. manufacturers.

Results of Operations

Net income was \$27.0 million, or 73 cents per diluted share, for the second quarter of 2004, compared with net income of \$9.0 million, or 24 cents per diluted share, for the same period of 2003. Year-to-date, net income was \$45.0 million, or \$1.22 per diluted share, compared with net income of \$12.9 million, or 35 cents per diluted share, for the same period of 2003.

During the second quarter of 2004, the Company's net sales were \$380.8 million, which compares with net sales of \$248.2 million over the same period of 2003. Net sales were \$726.8 million in the first half of 2004 compared with \$480.2 million in the same period of 2003. The increase in net sales is attributable to higher selling prices and shipment volumes. The average price of copper was approximately 60 percent higher in the first half of 2004 compared with the same period of 2003. During the second quarter of 2004, the Company's manufacturing businesses shipped 198.5 million pounds of product compared to 175.5 million pounds in the same quarter of 2003. The Company shipped 396.1 million pounds of product in the first half of 2004 compared with 342.1 million in the same period of 2003. This increase was broad based including improvements in most product lines.

Cost of goods sold increased from \$203.5 million in the second quarter of 2003 to \$303.7 million in the same period of 2004. This increase was primarily attributable to higher material costs partially offset by reductions in per unit conversion costs. Gross profit increased to \$77.1 million from \$44.8 million due primarily to the strength of copper tube volume and spread improvement. Inventories valued using the LIFO method totaled \$46.9 million at June 26, 2004 and \$34.2 million at December 27, 2003. At June 26, 2004 and December 27, 2003, the approximate FIFO cost of such inventories was \$70.4 million and \$42.0 million, respectively.

Selling, general, and administrative expense increased to \$28.2 million in the second quarter of 2004 from \$23.6 million in the second quarter of 2003. This increase is due primarily to higher sales and distribution costs related to higher net sales.

In the first quarter of 2004, the Company recognized a \$3.9 million impairment charge related to its subsidiary, Overstreet-Hughes Co., Inc., of which \$2.3 million was goodwill and the remainder was property, plant, and equipment. The results of Overstreet-Hughes, a component of IPD, which manufactures tubular components and assemblies primarily for the OEM air-conditioning market, have not met expectations. Initiatives to improve

-18-

performance have not been successful. Furthermore, Overstreet-Hughes' primary customer has announced the closure of its facility that consumes the majority of Overstreet-Hughes' output. Consequently, the Company has reduced its carrying cost in these long-lived assets to its best estimate of fair value. This estimate was determined based on a discounted cash flow method.

Interest expense for the second quarter of 2004 totaled \$0.2 million, compared with \$0.3 million for the same period of 2003. For the first six months of 2004, interest expense was \$0.4 million compared with \$0.6 million for the same period of 2003. Total interest in the second quarter and first half of 2004 decreased due to debt reductions.

Other income, net was \$4.2 million in the first half of 2004 which, in addition to interest income, included a gain on the sale of land and a recognized loss on investment. During the first quarter of 2004, the Company completed the sale of certain undeveloped land that resulted in recognizing a gain of \$5.2 million. The proceeds realized from sale were \$5.2 million. Also during the first quarter of 2004, the Company recognized a \$3.3 million loss related to its equity interest in Conbraco Industries, Inc. The loss relates primarily to certain federal income tax audit exposures of Conbraco that were assessed during the first quarter of 2004; during the second quarter of 2004, the Internal Revenue Service proposed a settlement offer that Conbraco agreed to which, if approved, would result in a reduction of the loss recognized for this matter. During the second quarter, the Company recognized \$0.5 million of income representing its share in the earnings of the operations of Conbraco for that period.

The Company's effective income tax rate for the first half of 2004 was 32.3 percent compared with 33.5 percent for the same period of last year. The lower rate in the first half of 2004 is primarily attributable to the recognition of a capital loss carryforward related to the sale of land that had a tax basis significantly less than the realized proceeds and recognition of foreign tax credit carryforwards.

In 2003, the Company's Consolidated Statement of Income reflected an operating loss from discontinued operations. This loss was incurred by Mueller Europe S.A. for the period the business operated during the first quarter of 2003.

Liquidity and Capital Resources

Cash provided by operating activities in the first half of 2004 totaled \$26.9 million, which is primarily attributable to net income from continuing

operations, depreciation and amortization, the income tax benefit from the exercise of stock options, and an increase in liabilities partially offset by increased receivables and increased inventories. Fluctuations in the cost of copper and other raw materials affect the Company's liquidity. Changes in material costs directly impact components of working capital, primarily inventories and accounts receivable. During the first half of 2004, the average COMEX copper price was approximately \$1.23 per pound, which represents a 60 percent increase over the average price during the first half of 2003. This rise in the price of cathode has also resulted in sharp increases in the open market price for copper scrap and, to a lesser extent, the price of brass scrap.

During the first half of 2004, cash used for investing activities was \$3.3 million, consisting primarily of \$8.8 million for capital expenditures reduced by \$5.5 million proceeds from sales of properties. The Company also used \$14.8

-19-

the acquisition of treasury stock and payment of dividends, partially offset by the proceeds from stock option exercises.

During the first quarter of 2004, the Chairman of the Company's Board of Directors, Mr. Harvey L. Karp, exercised options to purchase 900,000 shares of Company stock. As provided in Mr. Karp's option agreement, the Company withheld the number of shares, at their fair market value, sufficient to cover the minimum withholding taxes incurred by the exercise. These shares withheld have been classified as acquisition of treasury stock on the Company's Consolidated Statement of Cash Flows. The income tax benefit of \$9.7 million from the exercise of stock options was recognized as a direct addition to additional paid-in-capital and, therefore, had no effect on the Company's earnings.

The Company has a \$150 million unsecured line-of-credit (Credit Facility) which expires in November 2006. At June 26, 2004, there were no outstanding borrowings under the Credit Facility. Approximately \$9.0 million in letters of credit were backed by the Credit Facility at the end of the quarter. At June 26, 2004 the Company's total debt was \$12.4 million or 1.4 percent of its total capitalization.

Covenants contained in the Company's financing obligations require, among other things, the maintenance of minimum levels of working capital, tangible net worth, and debt service coverage ratios. At June 26, 2004, the Company was in compliance with all of its debt covenants.

The Company declared and paid a regular quarterly cash dividend of ten cents per common share in the first and second quarters of 2004. Cash dividends paid aggregated \$3.5 million in the first quarter of 2004 and \$3.5 million in the second quarter of 2004. Payment of dividends in the future is dependent upon the Company's financial condition, cash flows, capital requirements, earnings, and other factors.

Management believes that cash provided by operations and currently available cash of \$263.7 million will be adequate to meet the Company's normal future capital expenditures and operational needs. The Company's current ratio was 4.4 to 1 at June 26, 2004.

There have been no material changes to the contractual obligations discussed in the Company's December 27, 2003 Form 10-K, except for (1) consulting agreements with Harvey L. Karp, Chairman of the Board, and William D. O'Hagan, Chief Executive Officer, and (2) an amendment to Mr. Karp's employment agreement with the Company. The amendment to Mr. Karp's employment agreement eliminates the three-year rolling term of the agreement and imposes a fixed term ending on December 31, 2007. The consulting agreements provide for post-employment consulting services to be provided by Messrs. Karp and O'Hagan for a six-year period. During the first four years of the consulting period, an annual consulting fee equal to two-thirds of each executive's Final Base Compensation will be payable for the consulting services. During the final two years of the consulting period, the annual consulting fee is set at one-third of each Executive's Final Base Compensation. Final Base Compensation is defined, in each case, as the lesser of (1) the executive's highest annual cash compensation (consisting of base salary and annual bonus) during the last three years of his employment with the Company, or (2) two million dollars. Each executive can terminate his consulting agreement with or without Good Reason (as defined in his consulting agreement) upon thirty days' advance written notice and the Company may terminate either consulting agreement with or without Cause (as defined in such consulting agreement) upon thirty days'

-20-

advance written notice. If an executive terminates his consulting relationship for Good Reason or the Company terminates the consulting relationship without Cause, such executive will be entitled to receive the remaining amounts due under his consulting agreement, as if such agreement had continued through the remainder of the six-year term, in a lump sum, discounted for early lump sum payment at the Federal Funds rate. During the consulting period, each executive agrees not to engage in Competitive Activity (as defined in his consulting agreement) and will be entitled to receive certain other benefits from the Company. The term of Mr. O'Hagan's consulting agreement will commence upon Mr. O'Hagan's termination of employment by the Company without Cause (as

defined in his current employment agreement) or his voluntary resignation from employment with the Company for Good Reason (as defined in his current employment agreement). The term of Mr. Karp's consulting agreement will commence on the earlier of January 1, 2008 (the day following the end of his fixed employment term) or his termination of employment by the Company without Cause (as defined in his employment agreement) or his voluntary resignation for Good Reason (as defined in his employment agreement).

The Company's Board of Directors has authorized the repurchase until October 2004 of up to ten million shares of the Company's common stock through open market transactions or through privately negotiated transactions. The Company has no obligation to purchase any shares and may cancel, suspend, or extend the time period for the purchase of shares at any time. Any purchases will be funded primarily through existing cash and cash from operations. The Company may hold any shares purchased in treasury or use a portion of the repurchased shares for employee benefit plans, as well as for other corporate purposes. Through June 26, 2004, the Company has repurchased approximately 2.4 million shares under this authorization.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to market risk from changes in foreign currency exchange, raw material costs, and energy costs. To reduce such risks, the Company may periodically use financial instruments. All hedging transactions are authorized and executed pursuant to policies and procedures. Further, the Company does not buy or sell financial instruments for trading purposes.

Foreign Currency Exchange Rates

Foreign currency exposures arising from transactions include firm commitments and anticipated transactions denominated in a currency other than an entity's functional currency. The Company and its subsidiaries generally enter into transactions denominated in their respective functional currencies. Foreign currency exposures arising from transactions denominated in currencies other than the functional currency are not material; however, the Company may utilize certain forward fixed-rate contracts to hedge such transactional exposures. Gains and losses with respect to these positions are deferred in stockholders' equity as a component of comprehensive income and reflected in earnings upon collection of receivables. At June 26, 2004, the Company had an open forward contract to exchange foreign currency totaling approximately \$3.6 million.

The Company's primary foreign currency exposure arises from foreign-denominated revenues and profits and their translation into U.S. dollars. The primary currencies to which the Company is exposed include the Canadian dollar, the British pound sterling, the Euro, and the Mexican peso. The Company generally views as long-term its investments in foreign subsidiaries with a

-21-

functional currency other than the U.S. dollar. As a result, the Company generally does not hedge these net investments.

Cost and Availability of Raw Materials and Energy

Copper and brass represent the largest component of the Company's variable costs of production. The cost of these materials is subject to global market fluctuations caused by factors beyond the Company's control. Significant increases in the cost of metal, to the extent not reflected in prices for the Company's finished products, or the lack of availability could materially and adversely affect the Company's business, results of operations and financial condition.

The Company occasionally enters into forward fixed-price arrangements with certain customers. The Company may utilize forward contracts to hedge risks associated with forward fixed-price arrangements. The Company may also utilize forward contracts to manage price risk associated with inventory. Gains or losses with respect to these positions are deferred in stockholders' equity as a component of comprehensive income and reflected in earnings upon the sale of inventory. Periodic value fluctuations of the contracts generally offset the value fluctuations of the underlying fixed-price transactions or inventory. During the second quarter, the Company entered into forward contracts to purchase approximately \$0.7 million of copper. As of June 26, 2004, the Company held open forward contracts to purchase approximately \$1.8 million of copper through December 2004.

Futures contracts may also be used to manage price risk associated with natural gas purchases. Gains and losses with respect to these positions are deferred in stockholders' equity as a component of comprehensive income and reflected in earnings upon consumption of natural gas. Periodic value fluctuations of the contracts generally offset the value fluctuations of the underlying natural gas prices. At June 26, 2004, the Company had no open forward contracts to purchase natural gas.

Item 4. Controls and Procedures

The Company maintains disclosure controls and procedures designed to ensure information required to be disclosed in Company reports filed under the Securities Exchange Act of 1934, as amended (the Exchange Act), is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed in Company reports filed under the Exchange Act is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

The Company's management, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this report. Based upon that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures are effective.

There were no changes in the Company's internal control over financial reporting during the Company's fiscal quarter ending June 26, 2004, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

-22-

Part II. OTHER INFORMATION

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

On April 29, 2004, the Company held its Annual Meeting of Stockholders at which two proposals were voted upon: (i) the election of directors and (ii) the approval of the appointment of auditors. The following persons were duly elected to serve, subject to the Company's Bylaws, as Directors of the Company until the next Annual Meeting, or until election and qualification of their successors:

	Votes in Favor	Votes Withheld
Gennaro J. Fulvio	23,342,491	8,970,237
Gary S. Gladstein	23,343,517	8,969,211
Terry Hermanson	23,342,647	8,970,081
Robert B. Hodes	18,902,865	13,409,863
Harvey L. Karp	22,898,565	9,414,163
William D. O'Hagan	23,130,046	9,182,682

The proposal to approve the appointment of Ernst & Young LLP as the Company's auditors was ratified by 31,364,288 votes in favor, 934,734 votes against, and 13,706 votes abstaining.

There were no broker non-votes pertaining to these proposals.

Item 5. Other Information

Competition Matters

The Company is aware of investigations of competition in markets in which it participates, or has participated in the past, in Europe, Canada, and the United States. On October 21, 2003, the Company was informed that the investigations of which it was aware in the United States have been closed. On September 1, 2003, the European Commission released a statement alleging infringements in Europe of competition rules by manufacturers of copper tubes including the Company and businesses in France and England, which it acquired in 1997. The Company took the lead in bringing these issues to the attention of the European Commission and has fully cooperated in the resulting investigation from its inception. The Company does not anticipate any material adverse effect on its business or financial condition as a result of the European Commission's action or other investigations.

Commerce Department Petition

On April 7, 2004, two metals-industry groups filed a petition with the Commerce Department to restrict exports of copper scrap and copper-alloy scrap. The Commerce Department has 105 days to determine whether to impose temporary monitoring and export controls and 45 more days to publish final regulations and effect any possible relief. The Company is unable to estimate the extent, if any, that the filing of this petition will affect near-term availability of scrap or the likelihood that meaningful relief will be obtained.

Labor Relations Update

The Company's labor contracts with certain bargaining unit employees at its Port Huron and Marysville, Michigan operations expired on April 1, 2004.

-23-

Bargaining unit employees continued working under an extension of the expired contracts. A three-year contract, effective as of April 2, 2004, was ratified on May 7, 2004.

On June 25, 2004, employees at the Company's operations in Brighton, Michigan voted to seek representation through collective bargaining. Approximately 160 employees will be represented.

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

- 10.1 Consulting Agreement, dated June 21, 2004, by and between the Registrant and Harvey Karp.
- 10.2 Consulting Agreement, dated June 21, 2004, by and between the Registrant and William D. O'Hagan.
- 10.3 Amendment, dated June 21, 2004, to the Amended and Restated Employment Agreement dated as of September 17, 1997, dated June 21, 2004, by and between the Registrant and Harvey Karp.
- 19.1 Mueller Industries, Inc.'s Quarterly Report to Stockholders for the quarter ended June 26, 2004. Such report is being furnished for the information of the Securities and Exchange Commission only and is not to be deemed filed as part of this Quarterly Report on Form 10-Q.
- 31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(b) During the quarter ended June 26, 2004, the Registrant filed the following Current Reports on Form 8-K:

April 13, 2004: Item 7. Financial Statements and Exhibits. Item 12. Results of Operations and Financial Condition. First Quarter Earnings Release.

April 30, 2004: Item 5. Other Events and Regulation FD Disclosure. Item 7. Financial Statements and Exhibits. Press Release: Declaration of a Dividend.

Items 1, 2, and 3 are not applicable and have been omitted.

-24-
SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on July 16, 2004.

MUELLER INDUSTRIES, INC.

/s/ Kent A. McKee
Kent A. McKee
Vice President and
Chief Financial Officer

/s/ Richard W. Corman
Richard W. Corman
Corporate Controller

-25-
EXHIBIT INDEX

Exhibits	Description
10.1	Consulting Agreement, dated June 21, 2004, by and between the Registrant and Harvey Karp.
10.2	Consulting Agreement, dated June 21, 2004, by and between the Registrant and William D. O'Hagan.
10.3	Amendment, dated June 21, 2004, to the Amended and Restated Employment Agreement dated as of September 17, 1997, by and between the Registrant and Harvey Karp.
19.1	Mueller Industries, Inc.'s Quarterly Report to Stockholders for the quarter ended June 26, 2004. Such report is being furnished for the information of the Securities and Exchange Commission only and is not to be deemed filed as part of this Quarterly Report on Form 10-Q.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT, (the "Agreement"), is made by and between MUELLER INDUSTRIES, INC., a Delaware corporation having its principal address at 8285 Tournament Drive, Suite 150, Memphis, Tennessee 38125 (the "Company"), and HARVEY KARP, an individual residing at West End Road, (P.O. Box 30) East Hampton, New York 11937 (the "Executive").

W I T N E S S E T H:

WHEREAS, the Executive is currently employed with the Company pursuant to an Amended and Restated Employment Agreement, effective as of September 17, 1997, and amended as of even date herewith (the "Employment Agreement"), and the Company desires to retain the Executive to provide certain consulting services to the Company following termination of his employment;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Executive and the Company hereby agree as follows:

1. Effective Date.

This Agreement shall become effective (the "Effective Date") upon the earliest of (i) January 1, 2008, (ii) termination of Executive's employment by the Company without Cause (as defined in the Employment Agreement), (iii) termination of Executive's employment upon a Change in Control (as provided in Section 4(g) of the Employment Agreement), or (iv) resignation by the Executive for Good Reason (as defined in the Employment Agreement), and provided that the Executive's employment has not been terminated by the Company for Cause or on account of Executive's death or permanent disability.

2. Appointment as Independent Consultant.

On the Effective Date, Executive shall be appointed as an independent consultant and advisor to the Company. As an independent consultant and advisor to the Company, the Executive shall be available upon reasonable notice given by the Company to consult with and advise the Company on matters within his expertise and for which he had responsibility for during his employment with the Company, provided that the Executive shall not be required to devote more than 20 hours per month to such consulting services during the first four (4) years of the Consulting Period (as defined below) and not more than 10 hours per month to such consulting services during the last two years of the Consulting Period. Executive shall not be required to render consulting services from any particular location and shall not be required to travel or be present at the Company's principal offices.

3. Consulting Period.

The Executive shall be available to provide the consulting and advisory services set forth in Section 1 above for a period commencing on the Effective Date and ending on the sixth anniversary of the Effective Date (the "Consulting Period").

-1-

4. Consulting Fee and Benefits.

a. As compensation for the Executive's consulting and advisory services during the Consulting Period, the Company shall pay the Executive as follows:

(i) for each of the first four (4) years of the Consulting Period, an annual consulting fee equal to two-thirds of the Executive's Final Base Compensation, which shall be defined as the lesser of (i) the Executive's highest annual cash compensation (consisting of base salary and annual bonus) during the last three years of his employment with the Company or (ii) \$2 million;

(ii) for each of the final two (2) years of the Consulting Period, an annual consulting fee equal to one-third of the Final Base Compensation; and

(iii) such consulting fee shall be paid in equal installments in accordance with the normal payroll practices of the Company, but not less frequently than monthly.

b. The Executive shall be entitled to reimbursement for reasonable business and travel expenses incurred in the performance of his duties in accordance with the Company's normal reimbursement practices.

c. During the Consulting Period, the Company shall provide the same health, major medical, hospitalization and dental insurance coverage to the Executive as is generally made available to the other executive officers of the Company from time to time and on the same terms as made available to such executive officers, including any Company-paid premiums. Alternatively, in the event that such coverage is not permissible under the Company's insurance policies, the Company shall pay to the Executive on a monthly basis a cash amount equal to the amount necessary for Executive to obtain private insurance coverage having substantially equivalent terms.

d. During the Consulting Period, the Company shall continue to provide the Executive with his current office space in New York City (or such other comparable office space anywhere in the United States designated by and acceptable to the Executive) and a full-time secretary of his choosing. The Executive shall continue to have access to the Company's private airplane on the same basis available to him while he was employed by the Company, provided Executive reimburses the Company for any personal use of such airplane at the valuation rate set forth in Treasury Regulation 1.61-21(g).

5. Termination of the Consulting Relationship.

a. The Executive may terminate his consulting and advisory relationship with the Company hereunder, with or without Good Reason, upon thirty (30) days' advance written notice to the Company. The Company may terminate the Executive's consulting and advisory relationship with the Company hereunder, with or without Cause, upon thirty (30) days' advance written notice to the Executive.

-2-

b. The Company shall have Cause to terminate the Executive's consulting and advisory relationship with the Company hereunder upon (i) the Executive's willful and continued failure to substantially perform his obligations hereunder, (ii) the engaging by the Executive in willful misconduct which is demonstrably and materially injurious to the Company, or (iii) the Executive's conviction of a felony for a crime of moral turpitude. For purposes of this Section 5.b., no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. The Executive's consulting and advisory relationship may not be terminated for Cause in the case of actions or omissions described in clauses (i) or (ii) of this Section 5.b. unless the Company shall have given the Executive an opportunity to cure any such actions or omissions during the 30-day period after the Executive's receipt of written notice.

c. The Executive shall have Good Reason to terminate his consulting and advisory relationship with the Company hereunder upon any breach of this Agreement by the Company, other than an immaterial, isolated and inadvertent breach which did not occur in bad faith and is cured by the Company within 10 days of notice thereof from the Executive.

d. Upon the Company's termination of Executive's consulting and advisory relationship by the Company hereunder for Cause or by the Executive without Good Reason, neither the Executive nor the Company shall have any further obligations hereunder.

e. If the Company terminates the Executive's consulting and advisory relationship hereunder without Cause, or if the Executive terminates such relationship for Good Reason, the Company shall immediately pay to the Executive, in a single lump sum, the Lump Sum Severance Amount (as defined below). The Lump Sum Severance Amount shall be equal to an amount that would result in the Full Severance Amount (as defined below) at the end of the Remaining Term (as defined below), assuming such Lump Sum Severance Amount received a rate-of-return over the course of the Remaining Term equal to the Federal Funds Rate, as set by the Federal Open Market Committee of the Federal Reserve Board, effective on the date of such termination. The Full Severance Amount shall be an amount equal to the balance of all amounts which would have been payable to the Executive (determined under Section 4(a)) for the remaining term of the Consulting Period had such relationship not been so terminated (the "Remaining Term"). In addition, the Company shall provide the benefits described under Section 4(c) for the Remaining Term.

6. Noncompetition.

During the Consulting Period, the Executive shall not, without the Company's consent, directly or indirectly engage in any Competitive Activity (as defined below). "Competitive Activity" shall mean the participation in or becoming an employee, director, officer, consultant, independent contractor or advisor of or to, or otherwise providing services to any

business, partnership, firm, association, corporation or other entity which conducts business that is the same as or substantially similar to and is or

-3-

would be competitive with the business of the Company at the time. Nothing herein, however, shall prohibit Executive from acquiring or holding any issue of stock or securities of any business, individual, partnership, firm, or corporation (collectively "Entity") which has any securities listed on a national securities exchange or quoted in the daily listing of over-the-counter market securities, provided that at any one time he and members of his immediate family do not own more than five percent of the voting securities of any such Entity.

7. Notices.

Any notice or other communication hereunder shall be made in writing by hand-delivery or telecopier (and, if by telecopier, followed by a copy either delivered by hand within three days thereafter or sent by registered first-class mail on the next business day) and shall be deemed to have been delivered and received when delivered by hand, if personally delivered, or when transmission is confirmed, if telecopied, as follows: (a) if to the Executive at the address shown at the beginning of this Agreement and at the following telecopier numbers: (631) 329-8046 and (212) 984-2480 or to such other person(s) or address(es) or telecopier number(s) as the Executive shall have furnished to the Company in writing, and (b) if to the Company at the address shown at the beginning of this Agreement and at the following telecopier number: (901) 753-3251, attention of the Board of Directors, with copies to the Company at the same address, Attention: General Counsel, and to Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Robert B. Hodes, Esq., telecopier number (212) 728-8111, or to such other person(s) or address(es) or telecopier number(s) as such persons or the Company shall have furnished to the Executive in writing.

8. Certain Additional Payments by the Employer.

a. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, distribution, waiver of Company rights, acceleration of vesting of any stock options or restricted stock, or any other payment or benefit in the nature of compensation to or for the benefit of the Executive, alone or in combination (whether such payment, distribution, waiver, acceleration or other benefit is made pursuant to the terms of this Agreement or any other agreement, plan or arrangement providing payments or benefits in the nature of compensation to or for the benefit of the Executive, but determined without regard to any additional payments required under this Section 8) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision) or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes with respect to the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

-4-

b. Subject to the provisions of Section 8(c), all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the nationally recognized accounting firm then auditing the accounts of the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is unwilling or unable to perform its obligations pursuant to this Section 8, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to hereunder as the Accounting Firm). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, determined pursuant to this Section 8, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. The parties

hereto acknowledge that, as a result of the potential uncertainty in the application of Section 4999 of the Code (or any successor provision) at the time of the initial determination by the Accounting Firm hereunder, it is possible that the Company will not have made Gross-Up Payments which should have been made consistent with the calculations required to be made hereunder (an "Underpayment"). In the event that the Employer exhausts its remedies pursuant to Section 8(c) and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

c. The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than 20 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

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

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

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

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

-5-

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 8(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

d. If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 8(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

9. Assignability.

This Agreement shall not be assignable by the Company but shall be binding upon and inure to the benefit of any successors to all or substantially all of the business or assets of the Company. The Company shall require any such successor to expressly assume in writing all obligations of the Company hereunder. This Agreement shall not be assignable by the Executive, but it shall inure to the benefit of, the Executive's heirs, executors, administrators and legal representatives.

-6-

10. Entire Agreement.

This Agreement represents the entire agreement with respect to the subject matter described herein, provided that nothing in this Agreement shall adversely affect the rights of the parties under the Employment Agreement.

11. Waivers, Amendments and Further Agreements.

Neither this Agreement nor any term or condition hereof, including without limitation the terms and conditions of this Section 11, may be waived, modified or amended in whole or in part as against the Company or the Executive except by written instrument executed by each of the parties expressly stating that it is intended to operate as a waiver, modification or amendment of this Agreement or the applicable term or condition hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

12. Severability.

In case one or more of the provisions contained in this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York, without regard to the principles of conflicts of law thereof.

14. Arbitration; Legal Fees.

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration by a single arbitrator in accordance with the rules then in effect of the American Arbitration Association in an arbitration in New York, New York. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. To the extent that the Executive prosecutes or defends, whether by arbitration or through a judicial proceeding, a dispute, controversy or claim relating to this Agreement which results in a judgment, award or settlement in the Executive's favor in any material respect, the Company shall reimburse the Executive for all reasonable fees and costs (including legal fees) incurred by the Executive in such successful prosecution or defense.

15. Headings.

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

-7-

16. Counterparts.

This Agreement may be executed in counterparts each of which shall be deemed an original but which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the date indicated below.

By:/s/William D. O'Hagan
Name: William D. O'Hagan
Title: Chief Executive Officer
Date: June 21, 2004

/s/Harvey L. Karp
Harvey Karp
Date: June 21, 2004

CONSULTING AGREEMENT

This CONSULTING AGREEMENT, (the "Agreement"), is made by and between MUELLER INDUSTRIES, INC., a Delaware corporation having its principal address at 8285 Tournament Drive, Suite 150, Memphis, Tennessee 38125 (the "Company"), and WILLIAM D. O'HAGAN, an individual residing at 8648 Southwind Drive, Memphis, TN 38125 (the "Executive").

W I T N E S S E T H:

WHEREAS, the Executive is currently employed with the Company pursuant to an Amended and Restated Employment Agreement, effective as of September 17, 1997, amended as of May 12, 2000 (the "Employment Agreement"), and the Company desires to retain the Executive to provide certain consulting services to the Company following termination of his employment;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Executive and the Company hereby agree as follows:

1. Effective Date.

This Agreement shall become effective (the "Effective Date") upon the earliest of (i) termination of Executive's employment by the Company without Cause (as defined in the Employment Agreement), (ii) termination of Executive's employment upon a Change in Control (as provided in Section 4 of the Employment Agreement), or (iii) resignation by the Executive for Good Reason (as defined in the Employment Agreement), and provided that the Executive's employment has not been terminated by the Company for Cause or on account of Executive's death or permanent disability.

2. Appointment as Independent Consultant.

On the Effective Date, Executive shall be appointed as an independent consultant and advisor to the Company. As an independent consultant and advisor to the Company, the Executive shall be available upon reasonable notice given by the Company to consult with and advise the Company on matters within his expertise and for which he had responsibility for during his employment with the Company, provided that the Executive shall not be required to devote more than 20 hours per month to such consulting services during the first four (4) years of the Consulting Period (as defined below) and not more than 10 hours per month to such consulting services during the last two years of the Consulting Period. Executive shall not be required to render consulting services from any particular location and shall not be required to travel or be present at the Company's principal offices.

3. Consulting Period.

The Executive shall be available to provide the consulting and advisory services set forth in Section 1 above for a period commencing on the Effective Date and ending on the sixth anniversary of the Effective Date (the "Consulting Period").

-1-

4. Consulting Fee and Benefits.

a. As compensation for the Executive's consulting and advisory services during the Consulting Period, the Company shall pay the Executive as follows:

(i) for each of the first four (4) years of the Consulting Period, an annual consulting fee equal to two-thirds of the Executive's Final Base Compensation, which shall be defined as the lesser of (i) the Executive's highest annual cash compensation (consisting of base salary and annual bonus) during the last three years of his employment with the Company or (ii) \$2 million;

(ii) for each of the final two (2) years of the Consulting Period, an annual consulting fee equal to one-third of the Final Base Compensation; and

(iii) such consulting fee shall be paid in equal installments in accordance with the normal payroll practices of the Company, but not less frequently than monthly.

b. The Executive shall be entitled to reimbursement for reasonable business and travel expenses incurred in the performance of his duties in accordance with the Company's normal reimbursement practices.

c. During the Consulting Period, the Company shall provide the same health, major medical, hospitalization and dental insurance coverage to the Executive as is generally made available to the other executive officers of the Company from time to time and on the same terms as made available to such executive officers, including any Company-paid premiums. Alternatively, in the event that such coverage is not permissible under the Company's insurance policies, the Company shall pay to the Executive on a monthly basis a cash amount equal to the amount necessary for Executive to obtain private insurance coverage having substantially equivalent terms.

d. During the Consulting Period, the Company shall continue to provide the Executive with his current office space in Memphis, Tennessee (or such other comparable office space anywhere in the United States designated by and acceptable to the Executive) and a full-time secretary of his choosing. The Executive shall continue to have access to the Company's private airplane on the same basis available to him while he was employed by the Company, provided Executive reimburses the Company for any personal use of such airplane at the valuation rate set forth in Treasury Regulation 1.61-21(g).

5. Termination of the Consulting Relationship.

a. The Executive may terminate his consulting and advisory relationship with the Company hereunder, with or without Good Reason, upon thirty (30) days' advance written notice to the Company. The Company may terminate the Executive's consulting and advisory relationship with the Company hereunder, with or without Cause, upon thirty (30) days' advance written notice to the Executive.

-2-

b. The Company shall have Cause to terminate the Executive's consulting and advisory relationship with the Company hereunder upon (i) the Executive's willful and continued failure to substantially perform his obligations hereunder, (ii) the engaging by the Executive in willful misconduct which is demonstrably and materially injurious to the Company, or (iii) the Executive's conviction of a felony for a crime of moral turpitude. For purposes of this Section 5.b., no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. The Executive's consulting and advisory relationship may not be terminated for Cause in the case of actions or omissions described in clauses (i) or (ii) of this Section 5.b. unless the Company shall have given the Executive an opportunity to cure any such actions or omissions during the 30-day period after the Executive's receipt of written notice.

c. The Executive shall have Good Reason to terminate his consulting and advisory relationship with the Company hereunder upon any breach of this Agreement by the Company, other than an immaterial, isolated and inadvertent breach which did not occur in bad faith and is cured by the Company within 10 days of notice thereof from the Executive.

d. Upon the Company's termination of Executive's consulting and advisory relationship by the Company hereunder for Cause or by the Executive without Good Reason, neither the Executive nor the Company shall have any further obligations hereunder.

e. If the Company terminates the Executive's consulting and advisory relationship hereunder without Cause, or if the Executive terminates such relationship for Good Reason, the Company shall immediately pay to the Executive, in a single lump sum, the Lump Sum Severance Amount (as defined below). The Lump Sum Severance Amount shall be equal to an amount that would result in the Full Severance Amount (as defined below) at the end of the Remaining Term (as defined below), assuming such Lump Sum Severance Amount received a rate-of-return over the course of the Remaining Term equal to the Federal Funds Rate, as set by the Federal Open Market Committee of the Federal Reserve Board, effective on the date of such termination. The Full Severance Amount shall be an amount equal to the balance of all amounts which would have been payable to the Executive (determined under Section 4(a)) for the remaining term of the Consulting Period had such relationship not been so terminated (the "Remaining Term"). In addition, the Company shall provide the benefits described under Section 4(c) for the Remaining Term.

6. Noncompetition.

During the Consulting Period, the Executive shall not, without the Company's consent, directly or indirectly engage in any Competitive Activity (as defined below). "Competitive Activity" shall mean the participation in or becoming an employee, director, officer, consultant, independent contractor or advisor of or to, or otherwise providing services to any business, partnership, firm, association, corporation or other entity which

would be competitive with the business of the Company at the time. Nothing herein, however, shall prohibit Executive from acquiring or holding any issue of stock or securities of any business, individual, partnership, firm, or corporation (collectively "Entity") which has any securities listed on a national securities exchange or quoted in the daily listing of over-the-counter market securities, provided that at any one time he and members of his immediate family do not own more than five percent of the voting securities of any such Entity.

7. Notices.

Any notice or other communication hereunder shall be made in writing by hand-delivery or telecopier (and, if by telecopier, followed by a copy either delivered by hand within three days thereafter or sent by registered first-class mail on the next business day) and shall be deemed to have been delivered and received when delivered by hand, if personally delivered, or when transmission is confirmed, if telecopied, as follows: (a) if to the Executive at the address shown at the beginning of this Agreement and at the following telecopier number: (561) 748-0797 or to such other person(s) or address(es) or telecopier number(s) as the Executive shall have furnished to the Company in writing, and (b) if to the Company at the address shown at the beginning of this Agreement and at the following telecopier number: (901) 753-3251, attention of the Board of Directors, with copies to the Company at the same address, Attention: General Counsel, and to Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Robert B. Hodes, Esq., telecopier number (212) 728-8111, or to such other person(s) or address(es) or telecopier number(s) as such persons or the Company shall have furnished to the Executive in writing.

8. Certain Additional Payments by the Employer.

a. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, distribution, waiver of Company rights, acceleration of vesting of any stock options or restricted stock, or any other payment or benefit in the nature of compensation to or for the benefit of the Executive, alone or in combination (whether such payment, distribution, waiver, acceleration or other benefit is made pursuant to the terms of this Agreement or any other agreement, plan or arrangement providing payments or benefits in the nature of compensation to or for the benefit of the Executive, but determined without regard to any additional payments required under this Section 8) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision) or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes with respect to the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

b. Subject to the provisions of Section 8(c), all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the nationally recognized accounting firm then auditing the accounts of the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is unwilling or unable to perform its obligations pursuant to this Section 8, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to hereunder as the Accounting Firm). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, determined pursuant to this Section 8, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. The parties hereto

acknowledge that, as a result of the potential uncertainty in the application of Section 4999 of the Code (or any successor provision) at the time of the initial determination by the Accounting Firm hereunder, it is possible that the Company will not have made Gross-Up Payments which should have been made consistent with the calculations required to be made hereunder (an "Underpayment"). In the event that the Employer exhausts its remedies pursuant to Section 8(c) and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

c. The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than 20 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

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

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

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

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

-5-

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 8(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

d. If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 8(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

9. Assignability.

This Agreement shall not be assignable by the Company but shall be binding upon and inure to the benefit of any successors to all or substantially all of the business or assets of the Company. The Company shall require any such successor to expressly assume in writing all obligations of the Company hereunder. This Agreement shall not be assignable by the Executive, but it shall inure to the benefit of, the Executive's heirs, executors, administrators and legal representatives.

-6-

10. Entire Agreement.

This Agreement represents the entire agreement with respect to the subject matter described herein, provided that nothing in this Agreement shall adversely affect the rights of the parties under the Employment Agreement.

11. Waivers, Amendments and Further Agreements.

Neither this Agreement nor any term or condition hereof, including without limitation the terms and conditions of this Section 11, may be waived, modified or amended in whole or in part as against the Company or the Executive except by written instrument executed by each of the parties expressly stating that it is intended to operate as a waiver, modification or amendment of this Agreement or the applicable term or condition hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

12. Severability.

In case one or more of the provisions contained in this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Tennessee, without regard to the principles of conflicts of law thereof.

14. Arbitration; Legal Fees.

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration by a single arbitrator in accordance with the rules then in effect of the American Arbitration Association in an arbitration in Memphis, Tennessee. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. To the extent that the Executive prosecutes or defends, whether by arbitration or through a judicial proceeding, a dispute, controversy or claim relating to this Agreement which results in a judgment, award or settlement in the Executive's favor in any material respect, the Company shall reimburse the Executive for all reasonable fees and costs (including legal fees) incurred by the Executive in such successful prosecution or defense.

15. Headings.

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

-7-

16. Counterparts.

This Agreement may be executed in counterparts each of which shall be deemed an original but which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the date indicated below.

By:/s/Harvey L. Karp
Name: Harvey Karp
Title: Chairman of the Board
Date: June 21, 2004

/s/William D. O'Hagan
William D. O'Hagan
Date: June 21, 2004

AMENDMENT TO THE
AMENDED AND RESTATED
EMPLOYMENT AGREEMENT
DATED AS OF SEPTEMBER 17, 1997
BETWEEN
HARVEY KARP AND MUELLER INDUSTRIES, INC.

WHEREAS, Harvey Karp ("Executive") and Mueller Industries, Inc. (the "Company") have entered into an Amended and Restated Employment Agreement effective as of September 17, 1997, (the "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement to eliminate the three-year rolling term of the Agreement and impose a fixed term ending on December 31, 2007;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, effective as of June 21, 2004, the Agreement is hereby amended as follows (this amendment is hereinafter referred to as the "Amendment").

1. The text of Section 1 of the Agreement, entitled Term of Employment, is hereby replaced in its entirety by the following:

"The Employer agrees to employ the Executive, and the Executive hereby accepts such employment, as Chairman of the Board of Directors of the Employer. This Agreement shall commence as of the date first written above and shall end on December 31, 2007 (the "Employment Period")."

2. Except as expressly amended by this Amendment, the remaining terms and provisions of the Agreement shall remain unchanged and continue in full force and effect.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused its name to be ascribed to this Amendment by its duly authorized representative and Executive has executed this Amendment as of the 21st day of June, 2004.

MUELLER INDUSTRIES, INC.

BY:/s/William D. O'Hagan
NAME: William D. O'Hagan, CEO

/s/Harvey L. Karp
Harvey Karp

To Our Stockholders, Customers, and Employees

Mueller's second quarter of 2004 clearly demonstrated our Company's ability to leverage the benefits of favorable market conditions.

Net income for the quarter was \$27.0 million, or 73 cents per diluted share compared with \$9.0 million, or 24 cents per diluted share for the same quarter last year.

Net sales for the second quarter of 2004 were \$380.8 million compared with \$248.2 million in the second quarter of 2003. We shipped 198.5 million pounds of product versus 175.5 million pounds in the same quarter last year.

The three-fold increase in our earnings was due to a combination of higher profit margins and an increase in volume. Particularly important was the improvement in copper tube spreads which returned to year 2000 levels. Also, our European operations and brass rod businesses contributed to the increased earnings as margins and volumes rose. The increased volume had the additional benefit of reducing our per unit costs.

These favorable conditions came together in what has historically been our busiest quarter, the second quarter of the year, and resulted in our best quarter since the second quarter of 2000.

Our financial position is excellent. Mueller ended the quarter with \$263.7 million cash on hand, and total debt of only \$12.4 million.

The business outlook remains good. Housing starts for 2004 will likely exceed the robust level of 1,853,000 starts achieved in 2003. Moreover commercial construction, an important market for our products, is improving along with our national economy. Interest rates have recently ticked up, but by historical standards are quite low. And the National Association of Home Builders has forecasted that 2005 will be another outstanding year for the housing industry.

Our Annual Stockholders' Meeting was held at Mueller's headquarters in Memphis, Tennessee on April 29, 2004. The stockholders elected Messrs. Fulvio, Gladstein, Hermanson, Hodes, Karp and O'Hagan as directors, and approved the appointment of Ernst & Young LLP as our independent auditors.

Sincerely,

/s/Harvey L. Karp
Harvey L. Karp
Chairman of the Board

/s/William D. O'Hagan
William D. O'Hagan
President and Chief Executive Officer

July 13, 2004

Statements in this release that are not strictly historical may be "forward-looking" statements, which involve risks and uncertainties. These include economic and currency conditions, continued availability of raw materials, market demand, pricing, and competitive and technological factors, among others, as set forth in the Company's SEC filings.

-1-

<TABLE>

MUELLER INDUSTRIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share data)

<CAPTION>

	For the Quarter Ended	
	June 26, 2004	June 28, 2003
	(Unaudited)	
<S>	<C>	<C>
Net sales	\$ 380,822	\$ 248,221
Cost of goods sold	303,720	203,461
Depreciation and amortization	10,159	9,722
Selling, general, and administrative expense	28,199	23,575
Impairment charge	-	-
	-----	-----
Operating income	38,744	11,463
Nonoperating income, net	981	1,633
	-----	-----
Income from continuing operations before income taxes	39,725	13,096
Income tax expense	(12,677)	(4,117)
	-----	-----

Income from continuing operations	27,048	8,979
Discontinued operations, net of tax	-	-
	-----	-----
Net income	\$ 27,048	\$ 8,979
	=====	=====
Basic earnings (loss) per share:		
Weighted average shares outstanding	34,978	34,263
	=====	=====
From continuing operations	\$ 0.77	\$ 0.26
From discontinued operations	-	-
	-----	-----
Basic earnings per share	\$ 0.77	\$ 0.26
	=====	=====
Diluted earnings (loss) per share:		
Weighted average shares outstanding plus assumed conversions	36,892	36,803
	=====	=====
From continuing operations	\$ 0.73	\$ 0.24
From discontinued operations	-	-
	-----	-----
Diluted earnings per share	\$ 0.73	\$ 0.24
	=====	=====

</TABLE>

-2-

<TABLE>

MUELLER INDUSTRIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (continued)
(In thousands, except per share data)

<CAPTION>

	For the Six Months Ended	
	June 26, 2004	June 28, 2003
	(Unaudited)	
<S>	<C>	<C>
Net sales	\$ 726,781	\$ 480,243
Cost of goods sold	584,749	395,376
Depreciation and amortization	20,124	19,462
Selling, general, and administrative expense	54,881	46,871
Impairment charge	3,941	-
	-----	-----
Operating income	63,086	18,534
Nonoperating income, net	3,381	1,672
	-----	-----
Income from continuing operations before income taxes	66,467	20,206
Income tax expense	(21,459)	(6,767)
	-----	-----
Income from continuing operations	45,008	13,439
Discontinued operations, net of tax	-	(539)
	-----	-----
Net income	\$ 45,008	\$ 12,900
	=====	=====
Basic earnings (loss) per share:		
Weighted average shares outstanding	34,818	34,260
	=====	=====
From continuing operations	\$ 1.29	\$ 0.40
From discontinued operations	-	(0.02)
	-----	-----
Basic earnings per share	\$ 1.29	\$ 0.38
	=====	=====
Diluted earnings (loss) per share:		
Weighted average shares outstanding plus assumed conversions	36,900	36,787
	=====	=====
From continuing operations	\$ 1.22	\$ 0.36
From discontinued operations	-	(0.01)
	-----	-----
Diluted earnings per share	\$ 1.22	\$ 0.35
	=====	=====

</TABLE>

-3-

<TABLE>

MUELLER INDUSTRIES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

<CAPTION>

June 26, 2004 December 27, 2003
(Unaudited)

<S>	<C>	<C>
Assets		
Cash and cash equivalents	\$ 263,687	\$ 255,088
Accounts receivable, net	223,111	163,006
Inventories	171,685	140,548
Other current assets	15,293	11,713
	-----	-----
Total current assets	673,776	570,355
Property, plant, and equipment, net	334,093	345,537
Other assets	134,633	139,292
	-----	-----
	\$ 1,142,502	\$ 1,055,184
	=====	=====
Liabilities and Stockholders' Equity		
Current portion of long-term debt	\$ 1,085	\$ 2,835
Accounts payable	63,856	42,081
Other current liabilities	88,976	68,590
	-----	-----
Total current liabilities	153,917	113,506
Long-term debt	11,334	11,437
Pension and postretirement liabilities	32,508	31,643
Environmental reserves	9,822	9,560
Deferred income taxes	65,894	63,734
Other noncurrent liabilities	10,211	10,238
	-----	-----
Total liabilities	283,686	240,118
Minority interest in subsidiaries	24	208
Stockholders' equity	858,792	814,858
	-----	-----
	\$ 1,142,502	\$ 1,055,184
	=====	=====

</TABLE>

-4-

CERTIFICATION

I, William D. O'Hagan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mueller Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 16, 2004

/s/ William D. O'Hagan
William D. O'Hagan
President and Chief Executive Officer

CERTIFICATION

I, Kent A. McKee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mueller Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 16, 2004

/s/ Kent A. McKee
Kent A. McKee
Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Mueller Industries, Inc. (the "Company") on Form 10-Q for the period ending June 26, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William D. O'Hagan, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William D. O'Hagan
William D. O'Hagan
Chief Executive Officer
July 16, 2004

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Mueller Industries, Inc. (the "Company") on Form 10-Q for the period ending June 26, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kent A. McKee, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kent A. McKee
Kent A. McKee
Chief Financial Officer
July 16, 2004