UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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

(Mark One)

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

For the quarterly period ended September 27, 2003

OR

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

For the transition period from _______ to _______

Commission file number 1-4171

KELLOGG COMPANY

State of Incorporation--Delaware IRS Employer Identification No.38-0710690

One Kellogg Square, P.O. Box 3599, Battle Creek, MI 49016-3599

Registrant's telephone number: 269-961-2000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Sections 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

Common Stock outstanding October 24, 2003 – 408,138,504 shares

KELLOGG COMPANY

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Kellogg Company and Subsidiaries

CONSOLIDATED BALANCE SHEET

(millions, except per share data)

	Sept. 27, 2003 *(unaudited)*	December 28, 2002 *
Current assets		
Cash and cash equivalents	**$341.9**	$100.6
Accounts receivable, net	**842.4**	741.0
Inventories:		
Raw materials and supplies	**183.6**	172.2
Finished goods and materials in process	**401.4**	431.0
Other current assets	**283.2**	318.6
Total current assets	**2,052.5**	1,763.4
Property, net of accumulated depreciation of $3,337.0 and $3,012.4	**2,716.4**	2,840.2
Goodwill	**3,102.6**	3,106.6
Other intangibles, net of accumulated amortization of $21.7 and $20.6	**2,025.6**	2,026.0
Other assets	**491.5**	483.1
Total assets	**$10,388.6**	$10,219.3
Current liabilities		
Current maturities of long-term debt	**$577.8**	$776.4
Notes payable	**285.9**	420.9
Accounts payable	**623.6**	619.0
Accrued advertising and promotion	**371.2**	309.0
Other current liabilities	**956.1**	889.6
Total current liabilities	**2,814.6**	3,014.9
Long-term debt	**4,518.4**	4,519.4
Deferred income taxes	**1,000.4**	986.4
Pension benefits	**351.0**	334.5
Nonpension postretirement benefits	**337.8**	329.6
Other liabilities	**148.7**	139.4
Shareholders' equity		
Common stock, $.25 par value	**103.8**	103.8
Capital in excess of par value	**25.3**	49.9
Retained earnings	**2,163.3**	1,873.0
Treasury stock, at cost	**(254.1)**	(278.2)
Accumulated other comprehensive income (loss)	**(820.6)**	(853.4)
Total shareholders' equity	**1,217.7**	895.1
Total liabilities and shareholders' equity	**$10,388.6**	$10,219.3

** Condensed from audited financial statements.*

Refer to Notes to Consolidated Financial Statements.

Kellogg Company and Subsidiaries

CONSOLIDATED EARNINGS

(millions, except per share data)

(Results are unaudited)	Quarter ended Sept. 27, 2003	Quarter ended Sept. 28, 2002	Year-to-date period ended Sept. 27, 2003	Year-to-date period ended Sept. 28, 2002
Net sales	**$2,281.6**	$2,136.5	**$6,676.5**	$6,323.4
Cost of goods sold	**1,247.6**	1,163.4	**3,710.8**	3,502.1
Selling and administrative expense	**603.2**	558.3	**1,773.4**	1,707.0
Operating profit	**430.8**	414.8	**1,192.3**	1,114.3
Interest expense	**87.0**	102.2	**268.5**	297.2
Other income (expense), net	**7.6**	8.1	**2.2**	24.5
Earnings before income taxes	**351.4**	320.7	**926.0**	841.6
Income taxes	**120.1**	117.2	**326.9**	311.7
Net earnings	**$231.3**	$203.5	**$599.1**	$529.9
Net earnings per share:				
Basic	**$.57**	$.50	**$1.47**	$1.30
Diluted	**$.56**	$.49	**$1.46**	$1.29
Dividends per share	**$.2525**	$.2525	**$.7575**	$.7575
Average shares outstanding:				
Basic	**408.3**	409.4	**407.6**	408.6
Diluted	**410.9**	412.0	**410.0**	411.4
Actual shares outstanding at period end			**408.2**	407.8

Refer to Notes to Consolidated Financial Statements.

Kellogg Company and Subsidiaries
CONSOLIDATED STATEMENT OF CASH FLOWS
(millions)

(unaudited)	**Year-to-date period ended Sept. 27, 2003**	**Year-to-date period ended Sept. 28, 2002**
Operating activities		
Net earnings	**$599.1**	$529.9
Adjustments to reconcile net earnings to operating cash flows:		
Depreciation and amortization	**272.0**	260.4
Deferred income taxes	**57.5**	43.8
Other	**59.9**	45.0
Postretirement benefit plan contributions	**(59.9)**	(58.0)
Changes in operating assets and liabilities	**54.4**	249.4
Net cash provided by operating activities	**983.0**	1,070.5
Investing activities		
Additions to properties	**(121.2)**	(136.0)
Acquisitions of businesses	**-**	(2.2)
Dispositions of businesses	**14.0**	61.0
Other	**8.3**	(1.9)
Net cash used in investing activities	**(98.9)**	(79.1)
Financing activities		
Net issuances (reductions) of notes payable	**(135.0)**	(94.5)
Issuances of long-term debt	**498.1**	-
Reductions of long-term debt	**(710.9)**	(356.6)
Net issuances of common stock	**80.4**	91.4
Common stock repurchases	**(76.3)**	(82.8)
Cash dividends	**(308.8)**	(310.0)
Net cash used in financing activities	**(652.5)**	(752.5)
Effect of exchange rate changes on cash	**9.7**	(9.5)
Increase in cash and cash equivalents	**241.3**	229.4
Cash and cash equivalents at beginning of period	**100.6**	231.8
Cash and cash equivalents at end of period	**$341.9**	$461.2

Refer to Notes to Consolidated Financial Statements.

Notes to Consolidated Financial Statements
for the quarter and year-to-date period ended September 27, 2003 (unaudited)

Note 1 Accounting policies

The unaudited interim financial information included in this report reflects normal recurring adjustments that management believes are necessary for a fair presentation of the results of operations, financial position, and cash flows for the periods presented. This interim information should be read in conjunction with the financial statements and accompanying notes contained on pages 30 to 48 of the Company's 2002 Annual Report. The accounting policies used in preparing these financial statements are the same as those summarized in the Company's 2002 Annual Report, except as discussed below. Certain amounts for 2002 have been reclassified to conform to current-period classifications. The results of operations for the quarter and year-to-date periods ended September 27, 2003, are not necessarily indicative of the results to be expected for other interim periods or the full year.

Interim reporting periods

Beginning in 2002, the Company has reported interim periods on a thirteen-week quarter basis, commonly referred to as "4-4-5" because of the number of weeks in each sub-period of the quarter. Interim results for 2003 are being reported for the periods ended March 29, June 28, September 27, and December 27. Interim results for 2002 were reported for the periods ended March 30, June 29, September 28, and December 28.

Accounting for exit costs

The Company has adopted SFAS No. 146 "Accounting for Costs Associated with Exit or Disposal," with respect to exit or disposal activities initiated after December 31, 2002. This statement is intended to achieve consistency in timing of recognition between exit costs, such as one-time employee separation benefits and contract termination payments, and all other costs. Under pre-existing literature, certain costs associated with exit activities were recognized when management committed to a plan. Under SFAS No. 146, costs are recognized when a liability has been incurred under general concepts. For instance, under pre-existing literature, plant closure costs would be accrued at the plan commitment date. Under SFAS No. 146, these costs would be recognized as closure activities are performed. These provisions could be expected to have the general effect of delaying recognition of certain costs related to restructuring programs. However, management does not currently expect adoption of this standard to have a significant impact on the Company's 2003 financial results.

Guarantees

With respect to guarantees entered into or modified after December 31, 2002, the Company has applied guidance contained in FASB Interpretation No. 45 "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of indebtedness of Others." This interpretation clarifies the requirement for recognition of a liability by a guarantor at the inception of the guarantee, based on the fair value of the non-contingent obligation to perform. Management does not currently expect application of this guidance to have a significant impact on the Company's 2003 financial results.

Variable interest entities

During January 2003, the FASB issued Interpretation No. 46 "Consolidation of Variable Interest Entities." Under previous practice, entities were included in consolidated financial statements based on controlling voting interests. Under this interpretation, previously unconsolidated entities (often referred to as "special purpose entities") will be included in the consolidated financial statements of the "primary beneficiary" as a result of non-voting financial interests that are established through contractual or other means. For variable interest entities created after January 31, 2003, this interpretation is effective immediately. For any pre-existing variable interest entities, this interpretation was originally effective beginning with the Company's fiscal 2003 third quarter. However, the FASB issued Staff Position 46-6 in October 2003, which delays the effective date for pre-existing variable interest entities to the Company's fiscal 2003 fourth quarter. Management does not currently believe these requirements are applicable to any existing financial arrangement of the Company.

Hedging activities

During April 2003, the FASB issued SFAS No. 149 "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." This statement amends and clarifies financial accounting and reporting for derivative instruments and hedging activities, resulting primarily from decisions reached by the FASB Derivatives Implementation Group subsequent to the original issuance of SFAS No. 133. This Statement is generally effective prospectively for contracts and hedging relationships entered into after June 30, 2003. Management currently believes that adoption of SFAS No. 149 will have minimal impact on the Company, except that cash flows associated with certain derivatives will be classified in the financing rather than the operating section of the cash flow statement. Such derivatives are generally limited to net investment hedges and those used by the Company to reduce volatility in the translation of foreign currency earnings to U.S. Dollars. Management believes the impact of this classification change during 2003 will be insignificant.

Leasing

In May 2003, the Emerging Issues Task Force (EITF) of the FASB reached consensus on Issue No. 01-8 "Determining Whether an Arrangement Contains a Lease." This consensus provides criteria for identifying "in-substance" leases of plant, property, and equipment within supply agreements, service contracts, and other arrangements not historically accounted for as leases. This guidance is generally applicable to arrangements entered into or modified in interim periods beginning after May 28, 2003. The Company has applied this consensus prospectively beginning in its fiscal third quarter of 2003. Management believes this guidance may apply to certain future agreements with contract manufacturers that produce or pack the Company's products, potentially resulting in capital lease recognition within the balance sheet. However, management currently believes the impact of this recognition during 2003 will be insignificant.

Stock compensation

The Company uses various equity-based compensation programs to provide long-term performance incentives for its global workforce. Currently, these incentives consist of stock options, performance units, restricted stock grants, and stock purchase plans with various preferred terms. These awards are administered through several plans, as described in Note 8 to Consolidated Financial Statements on pages 40 and 41 of the Company's 2002 Annual Report.

The Company uses the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," to account for its employee stock options and other stock-based compensation. Under this method, because the exercise price of the Company's employee stock options equals the market price of the underlying stock on the date of the grant, no compensation expense is recognized. The table below presents pro forma results for the current and prior-year periods, as if the Company had used the alternate fair value method of accounting for stock-based compensation, prescribed by SFAS No. 123 "Accounting for Stock-Based Compensation" (as amended by SFAS No. 148). Under this pro forma method, the fair value of each option grant was estimated at the date of grant using the Black-Scholes option-pricing model and was recognized over the vesting period, generally two years. Pricing model assumptions included an expected term of three years; and risk-free interest rate, dividend yield, and volatility assumptions consistent with the expected term and particular grant date.

(millions except per share data)	Quarter ended		Year-to-date period ended	
	September 27, 2003	September 28, 2002	September 27, 2003	September 28, 2002
Stock-based compensation expense, net of tax:				
As reported	$ 3.5	$ 2.7	$ 8.5	$ 8.0
Pro forma	$ 10.6	$ 13.2	$ 30.4	$ 39.6
Net earnings:				
As reported	$ 231.3	$ 203.5	$ 599.1	$ 529.9
Pro forma	$ 224.2	$ 193.0	$ 577.2	$ 498.3
Basic net earnings per share:				
As reported	$ 0.57	$ 0.50	$ 1.47	$ 1.30
Pro forma	$ 0.55	$ 0.47	$ 1.42	$ 1.22
Diluted net earnings per share:				
As reported	$ 0.56	$ 0.49	$ 1.46	$ 1.29
Pro forma	$ 0.55	$ 0.47	$ 1.41	$ 1.21

Note 2 Exit activities

During the second half of 2003 and throughout 2004, management is undertaking a series of productivity initiatives. Some of these initiatives are still in the planning stages and individual actions are being announced as plans are finalized. Major actions commenced to date include a wholesome snack plant consolidation in Australia, manufacturing capacity rationalization in the Mercosur region of Latin America, and plant workforce reduction in Great Britain. Additionally, manufacturing and distribution network optimization efforts in the Company's U.S. snacks business have been ongoing since the Company's acquisition of Keebler in 2001.

The wholesome snack plant consolidation in Australia involves the exit of a leased facility and separation of approximately 140 employees by year-end 2003. Management expects to incur approximately $6 million in exit costs and asset write-offs during the second half of 2003 related to this initiative.

The manufacturing capacity rationalization in the Mercosur region of Latin America involves the closure of an owned facility in Argentina and separation of approximately 95 plant and administrative employees by the end of 2003. Beginning in 2004, the Company plans to import its products for sale in Argentina from other Latin America facilities. The Company recorded an impairment loss of approximately $6 million in the third quarter of 2003 to reduce the carrying value of the manufacturing facility to estimated fair value, and expects to incur further severance and closure costs of $3-$4 million to complete this initiative.

In Great Britain, management is currently in negotiations regarding changes in plant crewing to better match the work pattern to the demand cycle. This initiative proposes to remove approximately 120 hourly and salaried employee positions by year-end 2003, through voluntary severance and early retirement programs. Management expects to incur approximately $14 million in separation benefit costs to complete this initiative, the majority of which will be recognized in the Company's fiscal fourth quarter of 2003.

Cost of goods sold for the quarter ended September 27, 2003 includes charges of approximately $11 million for asset write-offs and exit costs associated with all in-process productivity initiatives. The third quarter 2003 charges are comprised of approximately $6 million for the impairment loss in Argentina, $3 million for equipment disposals in the Company's U.S. snacks business, and $2 million for asset write-offs and exit costs in Australia. For the year-to-date period, cost of goods sold also includes charges of approximately $15 million, attributable primarily to equipment disposals in the Company's U.S. snacks business. Reserves for exit costs at September 27, 2003, were insignificant.

Cost of goods sold for the quarter ended September 28, 2002, included a charge of $5.7 million related to the Company's planned divestiture of certain private-label operations in Australia. The charge was comprised principally of an impairment loss to reduce the carrying value of production assets held for sale to estimated fair value less cost to sell. During December 2002, the Company sold these assets for an amount in excess of the previously estimated fair value, and recorded a credit to cost of goods sold of $2.3 million.

Cost of goods sold for the year-to-date period ended September 28, 2002, included an impairment loss of $5.0 million related to the Company's manufacturing facility in China, representing a decline in real estate market value subsequent to an original impairment loss recognized for this property in 1997. The Company began marketing this facility for sale in early 2003, and is currently in the final stages of a sales transaction for an amount that approximates the carrying value.

Keebler
On March 26, 2001, the Company acquired Keebler Foods Company ("Keebler") in a cash transaction valued at $4.56 billion. The final purchase price allocation included $71.3 million of liabilities related to management's plans, as of the acquisition date, to exit certain activities and operations of the acquired company. As presented in the table below, remaining reserves of $19.3 million existed at year-end 2002, to be spent principally during 2003. Acquisition-date exit plans were substantially completed during the first quarter of 2003, with remaining reserves consisting primarily of contractual obligations for severance and leases. During the year-to-date period ended September 27, 2003, $4.5 million of excess reserves were reversed. This excess resulted primarily from lower than projected facility closure costs and employee severance payments, and higher than projected proceeds from sale of leased vehicles and sub-lease revenue.

(millions)	Employee severance benefits	Employee relocation	Lease & other contract termination	Facility closure costs	Total
Remaining reserve at December 28, 2002	$ 7.2	$ 0.6	$ 9.6	$ 1.9	$ 19.3
2003 year-to-date activity:					
Utilized	(5.0)	(0.1)	(2.2)	(0.4)	(7.7)
Reversed	(1.2)	(0.4)	(1.7)	(1.2)	(4.5)
Remaining reserve at September 27, 2003	**$ 1.0**	**$ 0.1**	**$ 5.7**	**$ 0.3**	**$ 7.1**

During April 2002, the Company sold certain assets of Keebler's Bake-Line private-label unit, including a bakery in Marietta, Oklahoma, to Atlantic Baking Group, Inc. for approximately $65 million in cash and a $10 million note to be paid at a later date. In January 2003, the Company sold additional private-label operations for approximately $14 million in cash. For both of these transactions, the carrying value of net assets sold, including allocated goodwill, approximated the net sales proceeds.

Note 3 Other income (expense), net

Other income (expense), net includes non-operating items such as interest income, foreign exchange gains and losses, charitable donations, and gains on asset sales. Other income (expense), net for the year-to-date period ended September 27, 2003, includes a credit of approximately $17 million related to favorable legal settlements; a charge of $8 million for a contribution to the Kellogg's Corporate Citizenship Fund, a private trust established for charitable giving; and a charge of $6.5 million to recognize the impairment of a cost-basis investment in an e-commerce business venture. Other income (expense), net for the year-to-date period ended September 28, 2002, includes a $19.6 million credit, related to favorable legal settlements. The aforementioned charges and credits recognized in 2003 and 2002 were recognized largely during the first quarter of both years.

Note 4 Equity

Earnings per share
Basic net earnings per share is determined by dividing net earnings by the weighted average number of common shares outstanding during the period. Diluted net earnings per share is similarly determined, except that the denominator is increased to include the number of additional common shares that would have been outstanding if all dilutive potential common shares had been issued. Dilutive potential common shares are comprised principally of employee stock options issued by the Company. Basic net earnings per share is reconciled to diluted net earnings per share as follows:

Quarter *(millions, except per share data)*	Net earnings	Average shares outstanding	Net earnings per share
2003			
Basic	$231.3	408.3	$ .57
Dilutive employee stock options	-	2.6	(0.01)
Diluted	$231.3	410.9	$ .56
2002			
Basic	$203.5	409.4	$ .50
Dilutive employee stock options	-	2.6	(0.01)
Diluted	$203.5	412.0	$ .49

Year-to-date *(millions, except per share data)*	Net earnings	Average shares outstanding	Net earnings per share
2003			
Basic	$599.1	407.6	$ 1.47
Dilutive employee stock options	-	2.4	(0.01)
Diluted	$599.1	410.0	$ 1.46
2002			
Basic	$529.9	408.6	$ 1.30
Dilutive employee stock options	-	2.8	(0.01)
Diluted	$529.9	411.4	$ 1.29

Comprehensive Income

Comprehensive income includes net earnings and all other changes in equity during a period except those resulting from investments by or distributions to shareholders. Accumulated other comprehensive income for the periods presented consists of foreign currency translation adjustments pursuant to SFAS No. 52 "Foreign Currency Translation," unrealized gains and losses on cash flow hedges pursuant to SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities," and minimum pension liability adjustments pursuant to SFAS No. 87 "Employers' Accounting for Pensions."

Quarter *(millions)*	Pre-tax amount	Tax (expense) or benefit	After-tax amount
2003			
Net earnings			$231.3
Other comprehensive income:			
Foreign currency translation adjustments	2.0	-	2.0
Cash flow hedges:			
Unrealized gain (loss) on cash flow hedges	1.8	(0.7)	1.1
Reclassification to net earnings	1.3	(0.5)	0.8
Minimum pension liability adjustments	-	-	-
	5.1	(1.2)	3.9
Total comprehensive income			$235.2

(millions)	Pre-tax amount	Tax (expense) or benefit	After-tax amount
2002			
Net earnings			$203.5
Other comprehensive income:			
Foreign currency translation adjustments	3.6	-	3.6
Cash flow hedges:			
Unrealized gain (loss) on cash flow hedges	(0.1)	1.1	1.0
Reclassification to net earnings	1.6	(0.5)	1.1
Minimum pension liability adjustments	-	-	-
	5.1	0.6	5.7
Total comprehensive income			$209.2

Year-to-date *(millions)*	Pre-tax amount	Tax (expense) or benefit	After-tax amount
2003			
Net earnings			$599.1
Other comprehensive income:			
Foreign currency translation adjustments	35.5	-	35.5
Cash flow hedges:			
Unrealized gain (loss) on cash flow hedges	(14.2)	4.8	(9.4)
Reclassification to net earnings	10.5	(3.8)	6.7
Minimum pension liability adjustments	-	-	-
	31.8	1.0	32.8
Total comprehensive income			$631.9

(millions)	Pre-tax amount	Tax (expense) or benefit	After-tax amount
2002			
Net earnings			$529.9
Other comprehensive income:			
Foreign currency translation adjustments	(20.4)	-	(20.4)
Cash flow hedges:			
Unrealized gain (loss) on cash flow hedges	1.6	(0.3)	1.3
Reclassification to net earnings	6.2	(2.3)	3.9
Minimum pension liability adjustments	-	-	-
	(12.6)	(2.6)	(15.2)
Total comprehensive income			$514.7

Accumulated other comprehensive income (loss) as of September 27, 2003, and December 28, 2002, consisted of the following:

(millions)	September 27, 2003	December 28, 2002
Foreign currency translation adjustments	$ (452.1)	$ (487.6)
Cash flow hedges -- unrealized net loss	(49.0)	(46.3)
Minimum pension liability adjustments	(319.5)	(319.5)
Total accumulated other comprehensive income (loss)	$ (820.6)	$ (853.4)

Note 5 Debt

On April 1, 2003, the Company repaid $699.3 million of maturing 5.50% U.S. Dollar Notes and initially replaced this debt with U.S. short-term debt. On June 5, 2003, the Company issued $500 million of five-year 2.875% fixed rate U.S. Dollar Notes, using the proceeds from these Notes to repay a portion of the U.S. short-term debt. These Notes were issued under an existing shelf registration statement. In conjunction with this issuance, the Company settled $250 million notional amount of forward interest rate contracts for a loss of $11.8 million, which is being amortized to interest expense over the term of the debt. Taking into account this amortization and issuance discount, the effective interest rate on these five-year Notes is 3.35%.

During September 2002, the Company issued $400 million of U.S. commercial paper and redeemed $300.7 million of fixed rate Notes due April 2003. Interest expense for the quarter ended September 28, 2002, includes $5.9 million of accelerated interest expense related to this redemption.

Note 6 Operating segments

Kellogg Company is the world's leading producer of cereal and a leading producer of convenience foods such as cereal bars, frozen waffles, toaster pastries, cookies, and crackers. The Company also produces natural and vegetarian foods. Kellogg products are manufactured in 18 countries and marketed in more than 180 countries around the world. Principal markets for these products include the United States and United Kingdom. In recent years, the Company has been managed in two major divisions - the United States and International - with International further delineated into Europe, Latin America, Canada, Australia, and Asia. This organizational structure is the basis of the operating segment data presented below.

(Millions) *(Results are unaudited)*	Quarter ended Sept. 27, 2003	Quarter ended Sept. 28, 2002	Year-to-date period ended Sept. 27, 2003	Year-to-date period ended Sept. 28, 2002
Net sales				
United States	$1,442.5	$1,405.4	$4,294.6	$4,231.6
Europe	451.1	393.6	1,308.5	1,102.1
Latin America	176.1	160.5	482.1	480.6
All other operating segments	211.9	177.0	591.3	509.1
Corporate	-	-	-	-
Consolidated	$2,281.6	$2,136.5	$6,676.5	$6,323.4
Segment operating profit				
United States	$290.7	$282.6	$798.9	$787.6
Europe	86.8	76.8	227.6	189.5
Latin America	44.8	44.6	130.9	128.8
All other operating segments	38.6	27.7	111.3	68.7
Corporate	(30.1)	(16.9)	(76.4)	(60.3)
Consolidated	430.8	414.8	1,192.3	1,114.3

During the third quarter of 2003, the Company announced several senior management changes, which will result in some minor organizational changes to be fully implemented by 2004. As a result, management anticipates that full-year 2003 and prior-year segment disclosures will be restated to reflect the following operating segments: North America, Europe, Latin America, and Australia/Asia.

Note 7 Supplemental information on goodwill and other intangible assets

Intangible assets subject to amortization: *(millions)*	Gross carrying amount		Accumulated amortization	
	September 27, 2003	December 28, 2002	September 27, 2003	December 28, 2002
Trademarks	$ 29.5	$ 29.5	$ 18.0	$ 17.2
Other	6.6	6.7	3.7	3.4
Total	$ 36.1	$ 36.2	$ 21.7	$ 20.6

Amortization expense (millions) (a):	September 27, 2003	September 28, 2002
Quarter ended	$ 0.4	$ 0.4
Year-to-date	$ 1.2	$ 1.2

(a) The currently estimated aggregate amortization expense for each of the 5 succeeding fiscal years is approximately $1.6 million per year.

Intangible assets not subject to amortization: *(millions)*	Total carrying amount	
	September 27, 2003	December 28, 2002
Trademarks	$ 1,404.0	$ 1,404.0
Direct store door (DSD) delivery system	578.9	578.9
Other	28.3	27.5
Total	$ 2,011.2	$ 2,010.4

Changes in the carrying amount of goodwill for the year-to-date period ended September 27, 2003: *(millions)*	United States	Europe	Latin America	Other (b)	Consolidated
December 28, 2002	$ 3,103.2	$ -	$ 2.0	$ 1.4	$ 3,106.6
Dispositions	(4.9)	-	-	-	(4.9)
Foreign currency remeasurement impact and other	-	-	0.4	0.5	0.9
September 27, 2003	$ 3,098.3	$ -	$ 2.4	$ 1.9	$ 3,102.6

(b) Other operating segments include Australia, Asia, and Canada.

KELLOGG COMPANY

PART I - FINANCIAL INFORMATION

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

Results of operations

Overview

Kellogg Company is the world's leading producer of cereal and a leading producer of convenience foods such as cereal bars, frozen waffles, toaster pastries, cookies, and crackers. The Company also produces natural and vegetarian foods. Kellogg products are manufactured and marketed globally. In recent years, the Company has been managed in two major divisions - the United States and International - with International further delineated into Europe, Latin America, Canada, Australia, and Asia. While this historical organizational structure is the basis of the operating segment data presented in this report, we are in the process of reorganizing our geographic management structure to North America, Europe, Latin America, and Australia/Asia by 2004.

During the current quarter, our Company continued to demonstrate business momentum with solid financial performance, achieving broad-based sales and operating profit growth, despite substantial reinvestment in brand building and productivity initiatives. For the quarter ended September 27, 2003, our Company reported net earnings per share of $.56, a 14% increase over the prior-year amount of $.49. For the year-to-date period, net earnings per share were $1.46 versus the prior period amount of $1.29. This year-over-year increase of $.17 was comprised of $.11 of business growth, $.02 from reduced interest expense, $.04 from a lower effective income tax rate, and $.02 from favorable foreign currency movements; partially offset by $.02 of favorable legal settlements in the first quarter of 2002.

Net sales and operating profit

The following tables provide an analysis of net sales and operating profit performance for the third quarter of 2003 versus 2002:

(dollars in millions)	United States	Europe	Latin America	Other operating (b)	Corporate	Consolidated
2003 net sales	**$ 1,442.5**	**$ 451.1**	**$ 176.1**	**$ 211.9**	**$ -**	**$ 2,281.6**
2002 net sales	**$ 1,405.4**	**$ 393.6**	**$ 160.5**	**$ 177.0**	**$ -**	**$ 2,136.5**
% change - 2003 vs. 2002:						
Volume	-0.9%	1.5%	11.8%	-1.5%	-	0.5%
Pricing/mix	4.1%	2.3%	5.0%	6.0%	-	4.0%
Subtotal - internal business	**3.2%**	**3.8%**	**16.8%**	**4.5%**	**-**	**4.5%**
Dispositions (a)	-0.6%	0.0%	0.0%	0.0%	-	-0.4%
Foreign currency impact	0.0%	10.8%	-7.1%	15.2%	-	2.7%
Total change	**2.6%**	**14.6%**	**9.7%**	**19.7%**	**-**	**6.8%**

(dollars in millions)	United States	Europe	Latin America	Other operating (b)	Corporate	Consolidated
2003 operating profit	**$ 290.7**	**$ 86.8**	**$ 44.8**	**$ 38.6**	**$ (30.1)**	**$ 430.8**
2002 operating profit	**$ 282.6**	**$ 76.8**	**$ 44.6**	**$ 27.7**	**$ (16.9)**	**$ 414.8**
% change - 2003 vs. 2002:						
Internal business	**3.1%**	**3.4%**	**11.7%**	**22.3%**	**-80.4%**	**2.2%**
Dispositions (a)	-0.2%	0.0%	0.0%	0.0%	0.0%	-0.2%
Foreign currency impact	0.0%	9.7%	-11.2%	17.6%	0.0%	1.8%
Total change	**2.9%**	**13.1%**	**0.5%**	**39.9%**	**-80.4%**	**3.8%**

(a) Impact of results for the comparable 2002 periods prior to divestiture of various U.S. private label operations. Refer to Note 2 within Notes to Consolidated Financial Statements for further information.

(b) Includes Canada, Australia, and Asia.

During the third quarter of 2003, we achieved consolidated internal net sales growth of 4.5%, against a strong year-ago growth rate of 5.6%. U.S. net sales in the retail cereal channel increased approximately 11%, as the combination of brand-building activities and innovation drove higher volume and improved mix. A modest price increase taken early this year also contributed to the sales increase. Excluding the impact of private-label business divestitures during the past year, internal net sales of our U.S. snacks business, (which includes cereal bars and other wholesome snacks, cookies, and crackers), declined approximately 4%. Over three-quarters of this decline was attributable to two factors: discontinuance of a low-margin contract manufacturing relationship in May 2003 and an acceleration of stock-keeping unit (SKU) rationalization, beginning in the second quarter of 2003. The remainder of the decline was attributable primarily to softness in cookie sales, which we believe is a result of aggressive price-promotion by competitors and a relative lack of innovation and brand-building activities. While overshadowed during the present quarter, we believe continued growth in crackers and wholesome snacks will approximately offset these unfavorable factors, which are expected to persist into the fourth quarter. Internal net sales for our other U.S. businesses, (which include frozen waffles, toaster pastries, natural and vegetarian foods, and food-away-from-home channels), collectively increased approximately 3%.

Total international net sales increased nearly 7% in local currencies, with growth across all segments. Importantly, our European operating segment continued to exhibit strong sales and category share performance in the quarter, benefiting from increased brand-building investment and innovation activities across the region. Internal net sales growth in Latin America was driven by a strong performance by our Mexican business unit in both cereal and snacks. Our other non-U.S. segments, which include Canada, Australia, and Asia, collectively delivered solid internal net sales growth, as significant pricing/mix improvements offset the volume impact of discontinuing product lines in Australia and Asia in late 2002.

Consolidated internal operating profit increased 2% during the quarter, with higher corporate expenses partially offsetting solid growth in both U.S. and international operating profit. International operating profit increased over 9% on a local currency basis. U.S. internal operating profit growth was 3%, despite a double-digit increase in brand-building expenditures and the continuation of higher commodity, energy, and employee benefit costs.

During the second half of 2003 and throughout 2004, we are undertaking a series of productivity initiatives. Some of these initiatives are still in the planning stages and individual actions are being announced as plans are finalized. Major actions commenced to date include a wholesome snack plant consolidation in Australia, manufacturing capacity rationalization in the Mercosur region of Latin America, and plant workforce reduction in Great Britain. Additionally, manufacturing and distribution network optimization efforts in our U.S. snacks business have been ongoing since the Company's acquisition of Keebler in 2001. (Refer to Note 2 within Notes to Consolidated Financial Statements for more information on these initiatives.)

Cost of goods sold for the quarter ended September 27, 2003, includes charges of approximately $11 million for asset write-offs and exit costs associated with all in-process productivity initiatives. The third quarter 2003 charges were comprised of approximately $6 million for an impairment loss in Argentina, $3 million for equipment disposals in our U.S. snacks business, and $2 million for asset write-offs and exit costs in Australia. For the year-to-date period, cost of goods sold also included charges of approximately $15 million, attributable primarily to equipment disposals in our U.S. snacks business.

The productivity initiatives that we are undertaking could potentially result in a yet-undetermined amount of exit costs and asset write-offs during the remainder of 2003 and into 2004. Additionally, we expect to continue with manufacturing network optimization efforts in our U.S. snacks business. These initiatives, and others to be announced later, are all intended to position our Company for sustained reliable growth in earnings and cash flow for the long-term.

The following tables provide an analysis of net sales and operating profit performance for the year-to-date periods of 2003 versus 2002:

(dollars in millions)	United States	Europe	Latin America	Other operating (b)	Corporate	Consoli-dated
2003 net sales	**$ 4,294.6**	**$ 1,308.5**	**$ 482.1**	**$ 591.3**	**$ -**	**$ 6,676.5**
2002 net sales	**$ 4,231.6**	**$ 1,102.1**	**$ 480.6**	**$ 509.1**	**$ -**	**$ 6,323.4**
% change - 2003 vs. 2002:						
Volume	-0.4%	-0.5%	6.4%	-4.1%	-	-0.2%
Pricing/mix	3.2%	4.1%	6.4%	7.7%	-	4.0%
Subtotal - internal business	**2.8%**	**3.6%**	**12.8%**	**3.6%**	**-**	**3.8%**
Dispositions (a)	-1.3%	0.0%	0.0%	0.0%	-	-0.9%
Foreign currency impact	0.0%	15.1%	-12.5%	12.5%	-	2.7%
Total change	**1.5%**	**18.7%**	**0.3%**	**16.1%**	**-**	**5.6%**

(dollars in millions)	United States	Europe	Latin America	Other operating (b)	Corporate	Consoli-dated
2003 operating profit	**$ 798.9**	**$ 227.6**	**$ 130.9**	**$ 111.3**	**$ (76.4)**	**$ 1,192.3**
2002 operating profit	**$ 787.6**	**$ 189.5**	**$ 128.8**	**$ 68.7**	**$ (60.3)**	**$ 1,114.3**
% change - 2003 vs. 2002:						
Internal business	**2.6%**	**6.3%**	**15.5%**	**44.6%**	**-26.9%**	**6.0%**
Dispositions (a)	-1.2%	0.0%	0.0%	0.0%	0.0%	-0.9%
Foreign currency impact	0.0%	13.8%	-13.9%	17.5%	0.0%	1.9%
Total change	**1.4%**	**20.1%**	**1.6%**	**62.1%**	**-26.9%**	**7.0%**

(a) Impact of results for the comparable 2002 periods prior to divestiture of various U.S. private label operations.

(b) Includes Canada, Australia, and Asia.

Margin performance

Margin performance for the third quarter and year-to-date periods of 2003 versus 2002 are presented in the following tables:

Quarter	2003	2002	*Change vs. prior year (pts.)*
Gross margin	**45.3%**	45.5%	**-0.2**
SGA% (a)	**26.4%**	26.1%	**-0.3**
Operating margin	**18.9%**	19.4%	**-0.5**

Year-to-date	2003	2002	*Change vs. prior year (pts.)*
Gross margin	**44.4%**	44.6%	**-0.2**
SGA% (a)	**26.5%**	27.0%	**0.5**
Operating margin	**17.9%**	17.6%	**0.3**

(a) Selling, general, and administrative expense as a percentage of net sales.

The consolidated gross margin in both the quarter and year-to-date periods was unfavorably impacted by asset write-offs and exit costs related to productivity initiatives; and higher commodity, energy, and employee benefit costs. These unfavorable factors were nearly offset by the favorable impact of operating leverage, pricing and mix improvements, and savings from supply chain productivity initiatives, resulting in only a 20 basis point decline in gross margin versus the prior periods. As we increase our investment in productivity initiatives during the remainder of the year, recognition of upfront costs associated with these initiatives could limit gross margin expansion, resulting in a full-year gross margin in line with the year-to-date results.

The decline in gross margin during the year-to-date period was more than offset by a reduction in SGA%, attributable principally to lower overhead expenses. Solid expansion of our operating margin was achieved despite an increase in consolidated brand-building expenditures that exceeded the rate of sales growth.

Interest expense
We currently expect total year 2003 interest expense to be slightly less than $360 million, down from the total year 2002 amount of $391.2 million, due primarily to continuing pay-down of our debt balances. Gross interest expense, prior to amounts capitalized to construction projects, was not significantly different from reported interest expense in either the current or prior-year periods. For 2004, we expect interest expense to be approximately $330 million.

Other income (expense), net
Other income (expense), net includes non-operating items such as interest income, foreign exchange gains and losses, charitable donations, and gains on asset sales. Other income (expense), net for the year-to-date period ended September 27, 2003, includes a credit of approximately $17 million related to favorable legal settlements; a charge of $8 million for a contribution to the Kellogg's Corporate Citizenship Fund, a private trust established for charitable giving; and a charge of $6.5 million to recognize the impairment of a cost-basis investment in an e-commerce business venture. Other income (expense), net for the year-to-date period ended September 28, 2002, includes a $19.6 million credit, related to favorable legal settlements. These charges and credits for both 2003 and 2002 were recognized largely during the first quarter of both years.

Income taxes
During the third quarter of 2003, we reduced our full-year 2003 expectation for the consolidated effective income tax rate from 36% to 35.3%. This is down from the total year 2002 rate of 37%, due primarily to the implementation of various tax planning initiatives, audit closures, and further integration of Kellogg and Keebler operations. The year-to-date 2003 consolidated effective tax rate of 35.3% is consistent with our outlook for the 2004 rate of approximately 35.5%.

Liquidity and capital resources

Our principal source of liquidity is operating cash flows resulting from net earnings, supplemented by borrowings for major acquisitions and other significant transactions. This cash-generating capability is one of our fundamental strengths and provides us with substantial financial flexibility in meeting operating and investing needs.

Our measure of year-to-date 2003 cash flow (defined as net cash provided by operating activities reduced by expenditures for property additions) was $861.8 million compared to $934.5 million in the prior-year period. We use this measure of cash flow to focus management and investors on the amount of cash available for debt repayment, dividend distributions, acquisition opportunities, and share repurchase. Our cash flow metric is reconciled to GAAP-basis operating cash flow as follows:

	Year-to-date period ended	
(millions)	September 27, 2003	September 28, 2002
Net cash provided by operating activities	$ 983.0	$ 1,070.5
Additions to properties	(121.2)	(136.0)
Cash flow	$ 861.8	$ 934.5

Year-to-date 2003 cash flow was lower than the prior-year period, due primarily to a difficult working capital comparison to the first quarter of 2002, as well as timing of tax payments. Although lower than the prior-year period, our year-to-date 2003 cash flow has actually exceeded our full-year target. Our strong cash flow provides us with the flexibility for incremental voluntary benefit plan contributions or debt reduction during the remainder of the year. (The 2003 target compares to 2002 cash flow of $746.4 million, which was net of the after-tax impact of year-end 2002 voluntary benefit plan contributions of approximately $254 million.)

The third quarter of 2003 marked the ninth consecutive quarter in which our Company has achieved sequential improvement in the management of core working capital (inventory and trade receivables less trade payables). For the twelve months ended September 27, 2003, core working capital as a percentage of sales was 8.4%, as compared to 9.0% for the year-ago period and 8.8% for full-year 2002.

Our Board of Directors has authorized management to repurchase up to $250 million of stock during 2003, generally to offset or partially offset issuances under employee benefit programs. Under this authorization, we paid approximately $76 million during the year-to-date period ended September 27, 2003, to repurchase approximately 2.5 million shares. On a full-year basis, we expect to fund this repurchase program principally by proceeds from employee stock option exercises.

On April 1, 2003, we repaid $699.3 million of maturing 5.50% U.S. Dollar Notes and initially replaced this debt with U.S. short-term debt. On June 5, 2003, we issued $500 million of five-year 2.875% fixed rate U.S. Dollar Notes, using the proceeds from these Notes to repay a portion of the U.S. short-term debt. These Notes were issued under an existing shelf registration statement. In conjunction with this issuance, we settled $250 million notional amount of forward interest rate contracts for a loss of $11.8 million, which is being amortized to interest expense over the term of the debt. Taking into account this amortization and issuance discount, the effective interest rate on these five-year Notes is 3.35%.

During 2002, several of our pension plans experienced shortfalls in market values of trust assets versus the accounting measurement of accumulated obligation. As a result of this condition, we were required to record on our year-end 2002 balance sheet a reduction in equity of approximately $306 million. Depending on interest rate movements and other factors, we could be required to record another reduction in equity of a yet-undetermined amount at year-end 2003. These balance sheet adjustments will not affect our earnings and we do not expect them to impact our liquidity, capital resources, or our ability to meet current debt covenants and maintain credit ratings.

We believe that we will be able to meet our interest and principal repayment obligations and maintain our debt covenants for the foreseeable future, while still meeting our operational needs through our strong cash flow, our program of issuing short-term debt, and maintaining credit facilities on a global basis. Our significant long-term debt issues do not contain acceleration of maturity clauses that are dependent on credit ratings. A change in the Company's credit ratings could limit its access to the U.S. short-term debt market and/or increase the cost of refinancing long-term debt in the future. However, even under these circumstances, we would continue to have access to our credit facilities, which are in amounts sufficient to cover the outstanding short-term debt balance and debt principal repayments through 2004.

Recently issued pronouncements

During April 2003, the FASB issued SFAS No. 149 "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." This statement amends and clarifies financial accounting and reporting for derivative instruments and hedging activities, resulting primarily from decisions reached by the FASB Derivatives Implementation Group subsequent to the original issuance of SFAS No. 133. This Statement is generally effective prospectively for contracts and hedging relationships entered into after June 30, 2003. We currently believe that adoption of SFAS No. 149 will have minimal impact on the Company, except that cash flows associated with certain derivatives will be classified in the financing rather than the operating section of the cash flow statement. Such derivatives are generally limited to net investment hedges and those used by the Company to reduce volatility in the translation of foreign currency earnings to U.S. Dollars. We believe that the impact of this classification change during 2003 will be insignificant.

In May 2003, the Emerging Issues Task Force (EITF) of the FASB reached consensus on Issue No. 01-8 "Determining Whether an Arrangement Contains a Lease." This consensus provides criteria for identifying "in-substance" leases of plant, property, and equipment within supply agreements, service contracts, and other arrangements not historically accounted for as leases. This guidance is generally applicable to arrangements entered into or modified in interim periods beginning after May 28, 2003. We have applied this consensus prospectively beginning in our fiscal third quarter of 2003. We believe this guidance may apply to certain future agreements with contract manufacturers that produce or pack our Company's products, potentially resulting in capital lease recognition within the balance sheet. However, we currently believe the impact of this recognition during 2003 will be insignificant.

Future outlook

During the remainder of 2003 and 2004, our Company will continue to face several important challenges, including

- higher employee benefits expense;
- significant increases in the prices of certain grains, cocoa, other ingredients, packaging, and energy;
- increased cost and reduced availability of certain types of insurance;
- economic volatility in Latin America; and
- a fundamental change in strategy for our snacks business, from an "acquire-and-integrate" approach to one of sustainable, organic growth.

During the remainder of 2003, we believe these cost increases and risks can continue to be largely offset with pricing and mix improvements, savings from implemented productivity improvements, and sustained momentum in operating performance and cash flow expansion. As a result, we currently believe we will achieve full-year 2003 net earnings per share of $1.89-$1.91, as compared to 2002 net earnings per share of $1.75, which included $.02 from favorable legal settlements in the first quarter.

Our long-term annual growth targets are low single-digit for sales, mid single-digit for operating profit, and high single-digit for net earnings per share. In general, we expect 2004 results to be consistent with these targets. In addition to the continuing challenges listed above, the following important trends and uncertainties should be noted:

- Our 2004 fiscal year will include a 53rd week, which could add approximately one percentage point of extra growth to our sales results.
- We expect another year of sales decline for the cookie portion of our U.S. snacks business, due principally to category factors, aggressive sku eliminations, and discontinuance of a custom manufacturing business during 2003.
- We expect to continue to incur asset write-offs and exit costs associated with productivity initiatives throughout 2004.
- We expect full-year growth in brand-building expenditures to exceed the rate of sales growth.

Forward-looking statements

Our Management's Discussion and Analysis contain "forward-looking statements" with projections concerning, among other things, our strategy and plans; improvements and growth; sales, gross margins, brand building, operating profit, and earnings per share; exit plans and costs related to productivity initiatives; the impact of accounting changes; our ability to meet interest and debt principal repayment obligations; future common stock repurchases or debt reduction; effective income tax rate; cash flow and core working capital improvements; interest expense; commodity and energy prices; and employee benefit plan costs and funding. Forward-looking statements include predictions of future results or activities and may contain the words "expect," "believe," "will," "will deliver," "anticipate," "project," "should," or words or phrases of similar meaning. Our actual results or activities may differ materially from these predictions. In particular, future results or activities could be affected by factors related to the Keebler acquisition, including integration problems, failures to achieve savings, unanticipated liabilities, and the substantial amount of debt incurred to finance the acquisition, which could, among other things, hinder our ability to adjust rapidly to changing market conditions, make us more vulnerable in the event of a downturn, and place us at a competitive disadvantage relative to less-leveraged competitors. In addition, our future results could be affected by a variety of other factors, including

- the impact of competitive conditions;
- the effectiveness of pricing, advertising, and promotional programs;
- the success of innovation and new product introductions;
- the recoverability of the carrying value of goodwill and other intangibles;
- the success of productivity improvements and business transitions;
- commodity and energy prices, and labor costs;
- the availability of and interest rates on short-term financing;
- actual market performance of benefit plan trust investments;
- the levels of spending on systems initiatives, properties, business opportunities, integration of acquired businesses, and other general and administrative costs;

- changes in consumer behavior and preferences;
- the effect of U.S. and foreign economic conditions on items such as interest rates, statutory tax rates, currency conversion and availability.;
- legal and regulatory factors; and,
- business disruption or other losses from war, terrorist acts, or political unrest.

Forward-looking statements speak only as of the date they were made, and we undertake no obligation to publicly update them.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Refer to disclosures contained on pages 50-52 of the Company's 2002 Annual Report.

Item 4. Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer as appropriate, to allow timely decisions regarding required disclosure based on management's interpretation of the definition of "disclosure controls and procedures," in Rules 13a-15(e) and 15d-15(e). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable, rather than absolute, assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of September 27, 2003, management carried out an evaluation under the supervision and with the participation of the Company's Chief Executive Officer and the Company's Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on the foregoing, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective at a reasonable level of assurance.

During the last fiscal quarter, there have been no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits:

10.1 – Employment Agreement with David Mackay
10.2 – Employment Agreement with Alan Harris
10.3 – Termination Agreement with Janet Kelly
31.1 - Rule 13a-14(e)/15d-14(a) Certification from Carlos M. Gutierrez
31.2 – Rule 13a-14(e)/15d-14(a) Certification from John A. Bryant
32.1 – Section 1350 Certification from Carlos M. Gutierrez
32.2 – Section 1350 Certification from John A. Bryant

(b) Reports on Form 8-K:

The Company filed Reports on Form 8-K for its second quarter results dated July 28, 2003 and for its third quarter results dated November 3, 2003, in which it furnished a press release announcing those results under items 9 and 12 of such Reports.

KELLOGG COMPANY

SIGNATURES

Pursuant to the requirements 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.

KELLOGG COMPANY

/s/ J.A. Bryant

J.A. Bryant
Principal Financial Officer;
Executive Vice President – Chief Financial Officer

/s/ J. M. Boromisa

J. M. Boromisa
Principal Accounting Officer;
Senior Vice President – Corporate Controller

Date: November 7, 2003

KELLOGG COMPANY

EXHIBIT INDEX

Exhibit No.	Description	Electronic (E) Paper (P) Incorp. By Ref. (IBRF)
10.1	Employment Agreement with David Mackay	E
10.2	Employment Agreement with Alan Harris	E
10.3	Termination Agreement with Janet Kelly	E
31.1	Rule 13a-14(e)/15d-14(a) Certification from Carlos M. Gutierrez	E
31.2	Rule 13a-14(e)/15d-14(a) Certification from John A. Bryant	E
32.1	Section 1350 Certification from Carlos M. Gutierrez	E
32.2	Section 1350 Certification from John A. Bryant	E

Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of September 1, 2003 by and between Kellogg Company, a Delaware corporation (the "Company"), and David Mackay ("Employee").

WHEREAS, the Company desires to provide certain benefits to Employee as an incentive to remain with the Company into the future.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Title and Employment Duties. Employee shall be President and Chief Operating Officer of the Company.

2. Relocation.

(a) If Employee's employment with the Company is terminated for any reason (other than a termination by the Company for "Cause", as such term is defined below) prior to December 31, 2008, the Company will pay to Employee the relocation benefits described below provided (i) such relocation occurs within 180 days of the termination date, and (ii) another employer has not offered to, or does not otherwise, pay for such relocation benefits. The relocation benefits are as follows:

i. Business class airfare for Employee and Employee's spouse and children to Australia;

ii. Shipping expenses for Employee's personal and household effects to Australia. Household goods and other personal effects will be transported by ocean freight. A limited amount of personal items may be shipped by air transport;

iii. Normal and customary closing costs payable by sellers in connection with selling one residence in the Battle Creek/Kalamazoo metropolitan area (the "Residence"); and

iv. The "loss on sale" of the Residence, if any.

(b) A "loss on sale" shall be calculated by using the following formula: the amount Employee paid for the Residence plus the cost of capital improvements to the Residence minus the selling price of the Residence. Employee shall provide the Company with documentation requested by the Company (including receipts and invoices associated with any capital improvements) to support the calculation.

3. <u>Pension Credit</u>. Employee will be granted a total of approximately 8.5 years of pension service credit (i.e., approximately 2.5 years of actual service plus 6 years of additional service) if he works through December 31, 2005. For avoidance of doubt, for each additional full year of service performed after December 31, 2005, Employee will be entitled to one year of pension service credit. For example, (i) if Employee is employed by the Company through December 31, 2006, Employee shall be entitled to a total of approximately 9.5 years of pension service credit (i.e., approximately 3.5 years of actual service plus 6 years of additional service); and (ii) if Employee is employed by the Company through December 31, 2004, Employee shall be entitled to a total of approximately 1.5 years of pension service credit (i.e., approximately 1.5 years of actual service, and no additional service).

4. <u>Termination</u>.

a. If Employee's employment is terminated by reason of Employee's death or disability, Employee's estate or Employee, as the case may be, shall be entitled to receive benefits provided under the Company's general policy for such events and the benefits specified in paragraph 2 hereof and, if such termination occurs after December 31, 2005, the benefits specified in paragraph 3 hereof.

b. The Company may terminate Employee's employment under this Agreement for "Cause." Termination for "Cause" means termination by the Company because of (i) theft, embezzlement, or fraud by Employee pursuant to which the Company has suffered a loss, or conspiracy by Employee to commit any of the foregoing, (ii) incapacity on the job by reason of Employee's abuse of alcohol or drugs, (iii) commission by Employee of a crime involving moral turpitude, or an act of dishonesty by Employee in connection with the performance of Employee's duties hereunder, (iv) a willful and knowing violation by Employee of any law or regulation respecting the business of the Company, (v) a breach of any fiduciary duty owed by Employee to the Company in any material respect, (vi) breach by Employee of any of the provisions of this Agreement in any material respect, or (vii) failure of Employee to perform his duties in any material respect as required under this Agreement; *provided, however,* that in the case of clauses (vi) and (vii) hereof, if such breach or failure is capable of being cured within thirty (30) days, the Company must provide written notice of such breach or failure within thirty (30) days of its discovery thereof, and Employee must have thirty (30) days from such written notice to cure such breach or failure. Upon termination of this Agreement pursuant to this paragraph 5(b), Employee shall be entitled to receive any salary earned and not paid up to the date of termination, which shall be subject to set-off to the maximum extent permitted by law if the Company has encountered a loss by reason of the action permitting the Company to terminate Employee for Cause, and, notwithstanding any other paragraph herein, Employee shall not be entitled to any further compensation. For avoidance of doubt, if Employee's employment is terminated pursuant to this paragraph 5(b), Employee shall forfeit any benefits described in paragraphs 2 and 3 4 hereof.

c. The Company may at any time terminate Employee's employment without Cause, provided that the Company shall provide Employee with (i) severance benefits as provided by the Kellogg Company Severance Benefit Plan, as amended from time to time (the "Severance Plan"), provided that Employee is eligible for receipt of such benefits as provided for by the Severance Plan (e.g., Employee has delivered a full release of the Company), and (ii) the benefits described in paragraphs 2 and 3 hereof.

d. Employee may at any time terminate Employee's employment for "Good Reason." Termination for "Good Reason" means termination by Employee because of (i) a reduction in Employee's base salary, as in effect from time to time, (ii) the Company's failure to provide any fringe benefit plan or substantially similar benefit or compensation plan which has been made generally available to other management employees of the Company; *provided, however,* that nothing in this clause shall be construed to constrain the Company from amending or eliminating any benefit or compensation plan; (iii) a breach by the Company of its obligations to Employee under this Agreement in any material respect, or (iv) a material reduction in Employee's responsibilities or duties as in effect immediately prior to such change, *provided however*, that in the case of each of clauses (i) through (iv) hereof, Employee must provide written notice of any such alleged action of the Company within thirty (30) days of the date Employee knew of such action and the Company shall have thirty (30) days from such written notice to cure such action. If Employee terminates his employment for Good Reason prior to December 31, 2005, he shall be entitled to (i) severance benefits as provided by the Severance Plan, provided that Employee is eligible for receipt of such benefits as provided for by the Severance Plan (e.g., Employee has delivered a full release of the Company), and (ii) the benefits described in paragraphs 2 and 3.

e. Employee may at any time terminate his employment without Good Reason, in which case he shall be entitled to receive (i) such benefits as the Company makes generally available to employees who have voluntarily terminated their employment and (ii) if such termination occurs after December 31, 2005, the benefits the benefits described in paragraph 3 hereof.

f. Notwithstanding any other provision in this Agreement, if (i) Employee's employment is terminated prior to December 31, 2005 and (ii) at the time of such termination, Employee qualifies for benefits under Section 5 of the Employment Agreement between Employee and the Company dated July 26, 2000 (the "Change of Control Agreement"), then (i) Employee shall be entitled to the benefits described in paragraph 2, (ii) Employee shall vest in the benefits described in paragraph 3 on December 31, 2005, (iii) this Agreement shall otherwise be deemed null, void and of no further force or effect, and (iv) Employee shall be entitled to receive the benefits set forth under the Change of Control Agreement; provided, however, the lump sum payment in Section 5(1)(C) of the Change of Control Agreement shall be reduced as set forth below. The time period used to calculate the lump sum payment shall be changed from (i) "three years after the Date of Termination," to (ii) "three years after the Date of Termination <u>minus</u> the time period between the Date of Termination and December 31, 2005." For example, if Employee's employment is terminated on December 31, 2004, and Employee is entitled to benefits under Section 5 of the Change of Control Agreement, (i) Employee would be credited with 6 additional years of pension service on December 31, 2005, and (ii) under Section 5(1)(C) of the Change of Control Agreement, Employee would receive a lump sum amount equal to the actuarial equivalent of the benefit that he would have received for 2 years (as opposed to three years) of additional participation under the Company's relevant retirement plans.

5. <u>Covenants and Release.</u>

a. <u>Non-compete</u>. (i) For a period of two years beginning with the date Employee's employment with the Company ends (the "Restricted Period"), Employee shall not:

A. directly or indirectly, accept any employment, consult for or with, or otherwise provide or perform any services of any nature to, for or on behalf of any person, firm, partnership, corporation or other business or entity that manufactures, produces, distributes, sells or markets any of the Products (as hereinafter defined) in the Geographic Area (as hereinafter defined), including, but not limited to, General Mills (including, but not limited to, Pillsbury), Kraft (including, but not limited to, Post and Nabisco), PepsiCo (including, but not limited to, Quaker and Frito Lay), Malto Meal, Ralcorp, Nestle, Parmalat, Campbell's, Danone and/or any other company that operates a cereal, cookie or cracker business.

B. directly or indirectly, permit any business, entity or organization which Employee, individually or jointly with others, owns, manages, operates, or controls, to engage in the manufacture, production, distribution, sale or marketing of any of the Products in the Geographic Area.

(ii) For purposes of this Paragraph 5(a)

A. the term "Products" shall mean ready-to-eat cereal products, toaster pastries, cereal bars, granola bars, frozen waffles, crispy marshmallow squares, cookies, crackers, ice cream cones, fruit snacks, meat substitutes or any other grain-based convenience food;

B. the term "Geographic Area" shall mean any country in the world where the Company manufactures, produces, distributes, sells or markets any of the Products at any time during the applicable Restricted Period; and

b. Non-solicitation. Employee agrees that during his employment and thereafter for a period of two years beginning with the date his employment with the Company ends, Employee shall not, without the prior written consent of the General Counsel of the Company, directly or indirectly employ, or solicit the employment of (whether as an employee, officer, director, agent, consultant or independent contractor) any person who is or was at any time during the previous year an officer, director, representative, agent or employee of the Company.

c. Non-Disparagement. Employee agrees not to engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation, goodwill or commercial interests of the Company, or its past, present and future subsidiaries, divisions, affiliates, successors, or their officers, directors, attorneys, agents and employees. Certain Company Executives (as defined herein) agree not to engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation of Employee. For purposes of this Paragraph, "Certain Company Executives" means Carlos Guiterrez, Alan Harris, Gary Pilnick, John Bryant, Celeste Clark, King Pouw, and Larry Pilon for that period of time such individuals are employees of the Company.

d. Preservation of Company Confidential Information. Employee agrees that he shall not (without first obtaining the prior written consent in each instance from the Company) during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Company or acquired or developed in the course of Employee's employment, including, by way of example only, ideas, inventions, methods, designs, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Company.

e. Release. In consideration of the compensation and benefits provided pursuant to this Agreement, the sufficiency of which is hereby acknowledged, Employee, for Employee and for any person who may claim by or through Employee, irrevocably and unconditionally releases, waives and forever discharges the Company and its past, present and future subsidiaries, divisions, affiliates, successors, and their respective officers, directors, attorneys, agents and employees, from any and all claims or causes of action that Employee had, has or may have, known or unknown, relating to Employee's employment with the Company up until the date of this Agreement, including but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, as amended, the Civil Rights Act of 1991, as amended, the Family and Medical Leave Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act, the Employee Retirement Income Security Act; claims under any other federal, state or local statute, regulation or ordinance; claims for discrimination or harassment of any kind, breach of contract or public policy, wrongful or retaliatory discharge, defamation or other personal or business injury of any kind; and any and all other claims to any form of legal or equitable relief, damages, compensation or benefits (except rights Employee may have under the Employee Retirement Income Security Act of 1974 to recover any vested benefits), or for attorneys fees or costs. Employee additionally waives and releases any right Employee may have to recover in any lawsuit or proceeding against the Company brought by Employee, an administrative agency, or any other person on Employee's behalf or which includes Employee in any class.

6. Miscellaneous.

a. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, in whole or in part, then that provision will be eliminated, modified or restricted in whatever manner is necessary to make the remaining provisions enforceable to the maximum extent allowable by law.

b. Controlling Law and Venue. Employee agrees that the laws of the State of Michigan shall govern this Agreement. Employee also agrees that any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach of thereof shall only be resolved in the Circuit Court of Calhoun County, or the United States District Court for the Western District of Michigan, whichever court has jurisdiction over the subject matter thereof, and the parties hereby submit to the jurisdiction of said courts.

c. Entire Agreement; Amendment. Employee agrees that this Agreement and the Change of Control Agreement, constitute the entire agreement between Employee and the Company, and that this Agreement and the Change of Control Agreement supersede any and all prior and/or contemporaneous written and/or oral agreements relating to Employee's employment with the Company and termination therefrom. For avoidance of doubt, this Agreement replaces and supercedes the International Repatriation Agreement dated July 28, 2000 between Employee and the Company (the "Repatriation Agreement"), and consequently, the Repatriation Agreement is null, void and of no further legal force or effect. Employee acknowledges that this Agreement may not be modified except by written document, signed by Employee and the General Counsel the Company.

d. Employment Relationship. Employee acknowledges and agrees that his employment with the Company described in this letter is an at-will employment relationship, and that only the General Counsel of the Company may modify this provision, and any modification must be in writing signed by both parties.

e. Taxes. Usual and customary withholding for tax purposes will be withheld from any payments made to Employee pursuant to this

Agreement, to the extent required by law. All tax liability with respect to any and all payments or services received by Employee under this Agreement (other than employer withholding and employer payroll taxes) will be Employee's responsibility.

f. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed and agreed to this Employment Agreement on the dates provided below.

EMPLOYEE	KELLOGG COMPANY
/s/ David Mackay	By: /s/ Carlos M. Gutierrez
Date: 8/26/03	Date: 8/26/03

Employment Agreement

This Employment Agreement (the "Agreement"), is made and entered into as of September 22, 2003 by and between Kellogg Company, a Delaware corporation (the "Company"), and Alan Harris ("Employee").

WHEREAS, the Company has entered into a previous agreement with Employee by letter dated July 26, 2000 (the "Letter Agreement") setting out terms and benefits in the event of the termination of Employee's employment;

WHEREAS, the Company and Employee desire by this Agreement to terminate the Letter Agreement and set forth the terms of certain benefit arrangements with Employee;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. Title and Employment Duties. Employee shall be an Executive Vice President of the Company. Employee also shall serve in one or both of the following positions at the discretion of the Company's Chief Operating Officer ("COO"): (i) the President of Kellogg International, and (ii) Chief Marketing and Customer Officer - as such duties and responsibilities have been discussed by the Employee and the COO.

2. Compensation. Employee shall be paid a base salary at the rate of $560,500.00 per year during the term of this Agreement, payable in accordance with the Company's customary policies. Such salary shall be subject to periodic review and increase in accordance with standard salary review procedures of the Company. Employee shall also be entitled to participate in such employee health, welfare and other benefit plans including, but not limited to, the Annual Incentive Plan and the Executive Performance Plan ("EPP"), as are made available generally to executives of Employee's level, subject to the Company's right to amend, modify or terminate any such plan in accordance with its terms.

3. Pension Credit. Employee will be granted a total of six years of pension service credit (i.e., approximately 2.5 years of actual service plus 3.5 years of additional service) if he works through December 31, 2005. For avoidance of doubt, for each additional full year of service performed after December 31, 2005, Employee will be entitled to one year of pension service credit. Accordingly, if (i) Employee is employed hereunder through December 31, 2005, and (ii) Employee's employment is terminated before he reaches the age of 55, upon reaching the age of 55, Employee shall be entitled to a pension calculated using 25 years (plus any

additional years earned pursuant to the preceding sentence) of service credit and deeming Employee to have achieved the age of 55 at the time he left the Company's employment.

4. Termination.

a. If Employee's employment is terminated by reason of Employee's death or disability, Employee or Employee's estate shall be entitled to receive benefits provided for under the Company's general policy for such events and, if such termination occurs after December 31, 2005, the benefits specified in paragraph 3 hereof.

b. The Company may terminate Employee's employment under this Agreement for "Cause." Termination for "Cause" means termination by the Company because of (i) theft, embezzlement, or fraud by Employee pursuant to which the Company has suffered a loss, or conspiracy by Employee to commit any of the foregoing, (ii) incapacity on the job by reason of Employee's abuse of alcohol or drugs, (iii) commission by Employee of a crime involving moral turpitude, or an act of dishonesty by Employee in connection with the performance of Employee's duties hereunder, (iv) a willful and knowing violation by Employee of any law or regulation respecting the business of the Company, (v) a breach of any fiduciary duty owed by Employee to the Company in any material respect, (vi) breach by Employee of any of the provisions of this Agreement in any material respect, or (vii) failure of Employee to perform his duties in any material respect as required under this Agreement; *provided, however,* that in the case of clauses (vi) and (vii) hereof, if such breach or failure is capable of being cured within thirty (30) days, the Company must provide written notice of such breach or failure within thirty (30) days of its discovery thereof, and Employee must have thirty (30) days from such written notice to cure such breach or failure. Upon termination of this Agreement pursuant to this paragraph 4.b., Employee shall be entitled to receive any salary earned and not paid up to the date of termination, which shall be subject to set-off to the maximum extent permitted by law if the Company has encountered a loss by reason of the action permitting the Company to terminate Employee for Cause, and, notwithstanding any other paragraph herein, Employee shall not be entitled to any further compensation. For avoidance of doubt, if Employee's employment is terminated pursuant to this paragraph 4.b., Employee shall forfeit any benefits described in paragraph 3 of this Agreement.

c. The Company may at any time terminate Employee's employment without Cause, provided that the Company shall provide Employee with (i) severance benefits as provided by the Kellogg Company Severance Benefit Plan, as amended from time to time (the "Severance

Plan"), provided that Employee is eligible for receipt of such benefits as provided for by the Severance Plan (e.g., Employee has delivered a full release of the Company), and (ii) pension credit as provided in paragraph 3 hereof as though Employee had worked through December 31, 2005.

d. Employee may at any time terminate Employee's employment for "Good Reason." Termination for "Good Reason" means termination by Employee because of (i) a reduction in Employee's base salary or target bonus percentage (i.e., 75%) under the Annual Incentive Plan, as in effect from time to time or failure to be included as a participant in the 2004 or 2005 EPP, provided such plan(s) exist, (ii) the Company's failure to provide any fringe benefit plan or substantially similar benefit or compensation plan which has been made generally available to other management employees of the Company; *provided, however*, that nothing in this clause shall be construed to constrain the Company from amending or eliminating any benefit or compensation plan; (iii) a breach by the Company of its obligations to Employee under this Agreement in any material respect, or (iv) a material reduction in Employee's responsibilities or duties as in effect immediately prior to such change, *provided however*, that in the case of each of clauses (i) through (iv) hereof, Employee must provide written notice of any such alleged action of the Company within thirty (30) days of the date Employee knew of such action and the Company shall have thirty (30) days from such written notice to cure such action. If Employee terminates his employment for Good Reason prior to January 1, 2005, he shall be entitled to (i) severance benefits as provided by the Severance Plan, provided that Employee is eligible for receipt of such benefits as provided for by the Severance Plan (e.g., Employee has delivered a full release of the Company), and (ii) pension credit as provided in paragraph 3 hereof as though Employee had worked through December 31, 2005.

e. If Employee terminates his employment for Good Reason after January 1, 2005, he (i) shall be entitled to pension credit as provided in paragraph 3 hereof as though he had worked through December 31, 2005, but (ii) shall not be entitled to any benefits under the Severance Plan under this Agreement and shall be treated for all purposes (other than as provided by the immediately preceding clause (i)) as though he had terminated his employment voluntarily without Good Reason.

f. Employee may at any time terminate his employment without Good Reason, in which case he shall be entitled to receive (i) such benefits as the Company makes generally available to employees who have voluntarily terminated their employment and (ii) if such termination occurs after December 31, 2005, the benefits specified in paragraph 3 hereof.

Notwithstanding the foregoing, if during the period commencing December 1, 2003 and ending April 30, 2004, the Chief Operating Officer receives written notice from Employee of his desire to terminate his employment without Good Reason, (i) Employee shall continue to fulfill his duties through, and Employee's employment shall terminate on, the earlier of (x) September 30, 2004 or (y) the date Employee obtains alternative employment (for purposes of this paragraph 4(f), the "Termination Date"); (ii) Employee shall not have the right to terminate Employee's employment for "Good Reason"; and (iii) provided Employee is not terminated by the Company for Cause prior to the Termination Date, Employee shall be entitled to receive the following: (i) salary and continued participation in employee health, welfare and other benefit plans through September 30, 2004; (ii) a target bonus under the 2004 Annual Incentive Plan prorated through September 30, 2004, payable at the time executives of the Company receive 2004 bonus payments; and (iii) commencing October 1, 2004, severance benefits as provided by the Severance Plan, provided that Employee is eligible for receipt of such benefits provided for by the Severance Plan (e.g., Employee has delivered a full release of the Company); provided, however, Employee shall not be entitled to the pension credit described in paragraph 3 hereof.

g. Notwithstanding any other provision in this Agreement, if (i) Employee's employment is terminated prior to December 31, 2005, and (ii) at the time of such termination, Employee qualifies for benefits under Section 5 of the Employment Agreement between Employee and the Company dated July 26, 2000 (the "Change of Control Agreement"), then (i) Employee shall vest in the benefits described in paragraph 3 on December 31, 2005, (ii) this Agreement shall otherwise be deemed null, void and of no further force or effect, and (iii) Employee shall be entitled to receive the benefits set forth under the Change of Control Agreement; provided, however, the lump sum payment in Section 5(1)(C) of the Change of Control Agreement shall be reduced as set forth below. The time period used to calculate the lump sum payment shall be changed from (i) "three years after the Date of Termination," to (ii) "three years after the Date of Termination <u>minus</u> the time period between the Date of Termination and December 31, 2005." For example, if Employee's employment is terminated on December 31, 2004, and Employee is entitled to benefits under Section 5 of the Change of Control Agreement, (i) Employee would be credited with 6 years of service on December 31, 2005, and (ii) under Section 5(1)(C) of the Change of Control Agreement, Employee would receive a lump sum amount equal to the actuarial equivalent of the benefit that he would have received for 2 years (as opposed to three years) of additional participation under the Company's relevant retirement plans.

5. Covenants and Release.

a. Non-compete. (i) For a period of two years beginning with the date Employee's employment with the Company ends (the "Restricted Period"), Employee shall not:

A. directly or indirectly, accept any employment, consult for or with, or otherwise provide or perform any services of any nature to, for or on behalf of any person, firm, partnership, corporation or other business or entity that manufactures, produces, distributes, sells or markets any of the Products (as hereinafter defined) in the Geographic Area (as hereinafter defined), including, but not limited to, General Mills (including, but not limited to, Pillsbury), Kraft (including, but not limited to, Post and Nabisco), PepsiCo (including, but not limited to, Quaker and Frito Lay), Malto Meal, Ralcorp, Nestle, Parmalat, Campbell's, Danone and/or any other company that operates a cereal, cookie or cracker business.

B. directly or indirectly, permit any business, entity or organization which Employee, individually or jointly with others, owns, manages, operates, or controls, to engage in the manufacture, production, distribution, sale or marketing of any of the Products in the Geographic Area.

(ii) For purposes of this Paragraph 5(a).

A. the term "Products" shall mean ready-to-eat cereal products, toaster pastries, cereal bars, granola bars, frozen waffles, crispy marshmallow squares, cookies, crackers, ice cream cones, any other grain-based convenience food, fruit snacks, or meat substitutes;

B. the term "Geographic Area" shall mean any country in the world where the Company manufactures, produces, distributes, sells or markets any of the Products at any time during the applicable Restricted Period; and

b. Non-solicitation. Employee agrees that during his employment and thereafter for a period of two years beginning with the date his employment with the Company ends, Employee shall not, without the prior written consent of the General Counsel of the Company, directly or indirectly employ, or solicit the employment of (whether as an employee, officer, director, agent, consultant or independent contractor) any person who is or was at any time during the previous year an officer, director, representative, agent or employee of the Company.

c. Non-Disparagement. Employee agrees not to engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation, goodwill or commercial interests of the Company, or its past, present and future subsidiaries, divisions, affiliates, successors, or their officers, directors, attorneys, agents and employees. Certain Company Executives (as defined herein) agree not to engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation of Employee. For purposes of this Paragraph, "Certain Company Executives" means Carlos Guiterrez, David MacKay, Gary Pilnick, John Bryant, Celeste Clark, King Pouw, and Larry Pilon for that period of time such individuals are employees of the Company.

d. Preservation of Company Confidential Information. Employee agrees that he shall not (without first obtaining the prior written consent in each instance from the Company) during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Company or acquired or developed in the course of Employee's employment, including, by way of example only, ideas, inventions, methods, designs, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Company.

e. Release. In consideration of the compensation and benefits provided pursuant to this Agreement, the sufficiency of which is hereby acknowledged, Employee, for Employee and for any person who may claim by or through Employee, irrevocably and unconditionally releases, waives and forever discharges the Company and its past, present and future subsidiaries, divisions, affiliates, successors, and their respective officers, directors, attorneys, agents and employees, from any and all claims or causes of action that Employee had, has or may have, known or unknown, relating to Employee's employment with the Company up until the date of this Agreement, including but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, as amended, the Civil Rights Act of 1991, as amended, the Family and Medical Leave Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act, the Employee Retirement Income Security Act; claims under any other federal, state or local statute, regulation or ordinance; claims for discrimination or harassment of any kind, breach of contract or public policy, wrongful or retaliatory discharge, defamation or other personal or business injury of any kind; and any and all other claims to any form of legal or equitable relief, damages, compensation or benefits (except rights Employee may have under the Employee Retirement Income Security Act of 1974 to recover any vested benefits), or for attorneys fees or costs. Employee additionally waives and releases any right Employee may have to recover in any lawsuit or proceeding against the Company brought by Employee, an administrative agency, or any other person on Employee's behalf or which includes Employee in any class.

6. Miscellaneous.

a. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, in whole or in part, then that provision will be eliminated, modified or restricted in whatever manner is necessary to make the remaining provisions enforceable to the maximum extent allowable by law.

b. Controlling Law and Venue. Employee agrees that the laws of the State of Michigan shall govern this Agreement. Employee also agrees that any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach of thereof shall only be resolved in the Circuit Court of Calhoun County, or the United States District Court for the Western District of Michigan, whichever court has jurisdiction over the subject matter thereof, and the parties hereby submit to the jurisdiction of said courts.

c. Entire Agreement; Amendment. Employee agrees that this Agreement and the Change of Control Agreement constitute the entire agreement between Employee and the Company, and that this Agreement, and the Change of Control Agreement supersede any and all prior and/or contemporaneous written and/or oral agreements relating to Employee's employment with the Company and termination therefrom. Employee acknowledges that this Agreement may not be modified except by written document, signed by Employee and the General Counsel the Company.

d. Employment Relationship. Employee acknowledges and agrees that his employment with the Company described in this letter is an at-will employment relationship, and that only the General Counsel of the Company may modify this provision, and any modification must be in writing signed by both parties.

e. Taxes. Usual and customary withholding for tax purposes will be withheld from any payments made to Employee pursuant to this Agreement, to the extent required by law. All tax liability with respect to any and all payments or services received by Employee under this Agreement (other than employer withholding and employer payroll taxes) will be Employee's responsibility.

f. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed and agreed to this Employment Agreement on the dates provided below.

EMPLOYEE	KELLOGG COMPANY
/s/ Alan Harris	By: /s/ Carlos M. Gutierrez
Date: 9/22/03	Date: 9/22/03

RESIGNATION AGREEMENT AND GENERAL RELEASE

This Resignation Agreement and General Release ("Agreement") is hereby made and entered into by and between Janet Langford Kelly ("Employee"), whose address is 9534 W. Gull Lake Drive, Richland, MI 49083, and Kellogg Company, a Delaware corporation ("Kellogg" or the "Company").

WHEREAS, Employee has notified Kellogg that she has determined to resign her employment with Kellogg on September 1, 2003 (the "Departure Date");

WHEREAS, the parties desire to set forth and clarify the terms under which Employee plans to and will terminate her employment with Kellogg;

THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

1. Employee's Duties and Responsibilities. Employee agrees that from the date of this Agreement until the Departure Date, Employee shall (i) perform her regular duties and (ii) transition her work to her successor as reasonably requested by Kellogg. Employee's active employment with Kellogg shall terminate upon the Departure Date.

2. Consideration. In consideration for Employee entering into this Agreement, Kellogg agrees to provide Employee with the consideration described below

(a). From the date of this Agreement through the Departure Date, Employee shall receive salary and benefits at current levels, provided that she and her eligible dependents remain eligible for benefits according to the terms of the relevant benefit plans, which may be altered, amended or terminated at any time. Kellogg reserves the right to amend, modify and/or terminate any of its benefit plans, and Employee shall be subject to any such changes; provided, however, Employee shall only be subject to any such changes that affect all similarly situated employees of Kellogg (e.g., all senior managers).

(b). From and after the Departure Date, Employee will be placed on a leave of absence and Kellogg agrees to provide Employee the following compensation and benefits: (i) base pay at her current level of $480,600 per year until January 7, 2006, paid in accordance with Kellogg's then-current payroll practices, (ii) the following bonuses, each paid at the time and in the manner that bonuses are paid for active employees: (a) for 2003, Employee shall receive a bonus calculated using her target of 75% as modified by the application of an individual performance factor of 100% and the Company performance factor actually used by the Company in calculating 2003 bonuses for Corporate Center employees and (b) for each of 2004 and 2005, a bonus of 75% of annual base salary; (iii) within thirty (30) days of the Departure Date, that sum which is equivalent to all unused and accrued vacation of Employee as of the Departure Date and a lump sum payment of $150,000 as a relocation allowance; (iv) within sixty (60) days of the Departure Date, a lump sum payment of her account balance in the Kellogg Company Supplemental Savings and Investment Plan (Restoration Plan),and (v) on the earlier of the time 2003 bonus payments are paid to other senior executives of Kellogg and April 1, 2004, Employee's award under the 2001-2003 Executive Performance Plan calculated by adjusting the award opportunity previously communicated to Employee by the actual performance of Kellogg against the targets set therein, as though Employee were still actively employed by Kellogg at the time of the payment of such award. It is agreed that the salary and bonus paid hereunder will be considered "compensation" for the purposes of Employee's retirement plan with Kellogg, and that she will accordingly be entitled to have approximately 11 and 1/3 years of service used in calculating her final pension, which will be calculated and paid, commencing at age 55, as though Employee had remained actively employed by Kellogg until attaining age 55 and retired from Kellogg at that time. Employee will continue to vest in her stock options and restricted stock awards until January 7, 2006, notwithstanding anything to the contrary contained in any such agreement or award. Employee will be allowed to continue her participation in the following Employer-sponsored employee benefit programs to the extent they are provided to Kellogg employees and otherwise in accordance with the terms of the respective plan until January 7, 2006: medical, dental, prescription drug, life insurance and voluntary programs (including supplemental life insurance and long-term care). Employee will be able to continue such participation so long as such Employee (i) pays the monthly premium or contribution rate applicable to "active" employees, (ii) complies with the other terms of the respective plan, and (iii) complies with the terms of this Agreement and the Release of Claims. Thereafter, the Employee may be eligible for continuation coverage under any group health plan under the federal law known as "COBRA.." Kellogg shall provide Employee with outplacement assistance for the term and at the level customarily provided by Kellogg to senior executives of the Company. Kellogg shall continue Employee's participation in the Executive Financial Planning program at her current level of participation for the 2004 calendar year.

Employee acknowledges and agrees that (i) usual and customary withholding for tax purposes will be withheld from any payments made to Employee pursuant to this Agreement, to the extent required by law, and (ii) all tax liability, with respect to any and all payments or services received by Employee under this Agreement (other than employer withholding and employer payroll taxes) will be Employee's responsibility.

3. <u>Continuation of Indemnification and Insurance</u>. Kellogg shall continue to indemnify Employee in accordance with its By-Laws to the fullest extent permitted by law for her acts while an officer of the Company, and shall continue to provide coverage under Kellogg's Directors and Officers Insurance policy for such acts.

4. <u>Benefit Participation and No Other Compensation or Benefits Owing</u>. Except as otherwise expressly provided herein, Employee acknowledges that after the Departure Date, Employee's participation will cease in all of the benefit plans of Kellogg. Employee further acknowledges that, except as expressly provided herein, Employee is not and will not be due any other compensation or benefits whatsoever from Kellogg. In addition, Kellogg shall have no further obligations of any other kind or nature to Employee (other than obligations under this Agreement and claims arising after the date Employee signs this Agreement, including a claim to enforce the terms of this Agreement). For avoidance of doubt, Employee shall have no rights in, and waives any benefit whatsoever under the Executive Performance Plan for performance years 2002-2004, 2003-2005 or any other performance years, and any relocation policy. Notwithstanding the foregoing, Employee will be entitled to receive benefits, including any right to exercise any conversion privileges, that are vested and accrued prior to the Effective Date pursuant to benefit plans and programs of Kellogg.

5. No Other Representations. Employee represents and warrants that no promise or inducement has been offered or made except as herein set forth and that Employee is entering into and executing this Agreement without reliance on any statement or representation not set forth within this Agreement by Kellogg, or any person(s) acting on its behalf.

6. Non-Assignment of Rights. Employee represents and warrants that Employee has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability or demand of any nature whatsoever relating to any matter covered in this Agreement.

7. Non-Compete. In further consideration of the foregoing, Employee agrees that, for a period of two years beginning with the date of this Agreement (the "Restricted Period"), Employee shall not:

(a) directly or indirectly, accept any employment, consult for or with, or otherwise provide or perform any services of any nature to, for or on behalf of any person, firm, partnership, corporation or other business or entity that manufactures, produces, distributes, sells or markets any of the Products (as hereinafter defined) in the Geographic Area (as hereinafter defined), including, without limitation, General Mills, Kraft, PepsiCo, Malto Meal, Ralcorp, Nestle, Parmalat, Campbell's and Danone, other than the retail sale of Products through a restaurant or store, which shall not be prohibited hereby;.

(b) directly or indirectly, permit any business, entity or organization which Employee, individually or jointly with others, owns, manages, operates, or controls, to engage in the manufacture, production, distribution, sale or marketing of any of the Products in the Geographic Area, other than the retail sale of Products through a restaurant or store, which shall not be prohibited hereby.

For purposes of this Paragraph, the term "Products" shall mean ready-to-eat cereal products, toaster pastries, cereal bars, granola bars, frozen waffles, crispy marshmallow squares, cookies, crackers, ice cream cones, any other grain-based convenience food, fruit snacks or meat substitutes. For purposes of this Paragraph, the term "Geographic Area" shall mean any country in the world where Kellogg manufactures, produces, distributes, sells or markets any of the Products at any time during the applicable Restricted Period.

8. Non-Solicitation. In further consideration of the foregoing, Employee agrees that, for a period of two years beginning with the date of this Agreement, Employee shall not, without the prior written consent of the General Counsel of Kellogg, directly or indirectly employ, or solicit the employment of (whether as an employee, officer, director, agent, consultant or independent contractor) any person who is or, if such person resigned, was at any time during the previous year an officer, director, or employee of the Company (except pursuant to an advertisement of general solicitation not directed at such parties). For avoidance of doubt, the parties acknowledge that Employee shall not be deemed to "employ" any person unless Employee is involved or has otherwise provided input into the decision to hire such individual. For example, if Employee is a senior executive of a company, and that company hires an

employee of Kellogg without employee's involvement or input, Employee will not be deemed to have "employed" such person.

9. Non-Disparagement. Employee agrees not to engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation of the Company or its Senior Executives (as defined below). The Company agrees that neither it nor any of its Senior Executives shall engage in any form of conduct or make any statements or representations that disparage, portray in a negative light, or otherwise impair the reputation of Employee. The Company agrees to promptly inform, in writing, each of the Senior Executives of his or her obligations under this Section 9. "Senior Executives" means Carlos Gutierrez, David Mackay, Alan Harris, King Pouw, John Bryant, Larry Pilon, Celeste Clark, Gary Pilnick, Jeff Montie, Brad Davidson and Kevin Smith. For the purposes of this Section, the actions of the Company shall be those taken by or at the direction of any officer of the Kellogg Company.

10. Employment Status. Employee understands and agrees that (i) Employee's active employment with the Company ends effective the Departure Date; and (ii) the Company has no obligation to reinstate, rehire, reemploy, recall, or hire Employee in the future.

11. Disclosure of Any Material Information. As of the date Employee signs this Agreement, Employee represents and warrants that Employee has disclosed to Kellogg any information in Employee's possession concerning any conduct involving the Company or any of its officers, directors, representatives, agents or employees that Employee knows is, or should reasonably have known to be, unlawful or a material violation of any written Company policy applicable to Employee.

12. Return of Property. Employee agrees to return to the Company, no later than the Departure Date, all property of the Company, regardless of the type or medium (i.e., computer disk, CD-ROM) upon which it is maintained, including, but not limited to, all files, documents, correspondence, memoranda, customer and client lists, prospect lists, subscription lists, contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, employee records, technical processes, designs and design projects, inventions, research project presentations, proposals, quotations, data, notes, records, photographic slides, photographs, posters, manuals, brochures, internal publications, books, films, drawings, videos, sketches, plans, outlines, computer disks, computer files, work plans, specifications, credit cards, keys (including elevator, pass, building and door keys), identification cards, and any other documents, writings and materials that Employee came to possess or otherwise acquired as a result of and/or in connection with Employee's employment with the Company; provided, however, that Employee may retain the computer and fax machine installed at her home until January 7, 2006, at which time she may elect to purchase such equipment from Kellogg at its book value on such date or return it to the Company; and provided, further, that Employee may retain copies of documents generated by her for use as forms in the future so long as she complies with Section 15 hereof. Should Employee later find any Company property in Employee's possession, Employee agrees to immediately return it. Employee further agrees not to maintain any copies of said property or make any copies of said property available to any third-party.

13. Non-Admission of Liability. Employee understands and agrees that this Agreement does not and shall not be deemed or construed as an admission of liability or responsibility by the Company for any purpose. Employee further agrees that nothing contained in this Agreement can be used by Employee in any way as precedent for future dealings with the Company or any of its successors, officers, directors, attorneys, representatives, agents or employees. For avoidance of doubt, nothing in this Agreement is intended to allow any past, present or future employee of the Company to use this Agreement as precedent in future dealings with the Company.

14. Releases, Representations and Covenants. In consideration of the compensation and benefits provided pursuant to this Agreement, the sufficiency of which is hereby acknowledged, Employee, for Employee and for any person who may claim by or through Employee, irrevocably (except with respect to Paragraph 20 below) and unconditionally releases, waives and forever discharges the Company and its past, present and future subsidiaries, divisions, affiliates, successors, and their respective officers, directors, attorneys, agents and employees, from any and all claims or causes of action that Employee had, has or may have, relating to Employee's employment with and/or termination from the Company up until the date of this Agreement, including but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, as amended, the Civil Rights Act of 1991, as amended, the Family and Medical Leave Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act, the Employee Retirement Income Security Act; claims under any other federal, state or local statute, regulation or ordinance; claims for discrimination or harassment of any kind, breach of contract or public policy, wrongful or retaliatory discharge, defamation or other personal or business injury of any kind; and any and all other claims to any form of legal or equitable relief, damages, compensation or benefits (except as set forth in subparagraph (c), below), accruing prior to the date of this Agreement. Employee additionally waives and releases any right Employee may have to recover in any lawsuit or proceeding against the Company brought by Employee, an administrative agency, or any other person on Employee's behalf or which includes Employee in any class, in each case with respect to any such claims or causes of action arising prior to the date of this Agreement.

(a). No Pending Claims/Withdrawal of Claims. Employee represents and warrants that, as of the date Employee signs this Agreement, Employee has no charges, claims or lawsuits of any kind pending against the Company or any of its subsidiaries, divisions, affiliates, successors, or their respective officers, directors, attorneys, agents and employees that would fall within the scope of the Release set forth in this Paragraph 14. To the extent that Employee has such pending charges, claims or lawsuits as of the date Employee signs this Agreement, Employee agrees to seek and obtain immediate dismissal with prejudice and provide written confirmation immediately (i.e., court order, and/or agency determination) as a condition precedent to the Kellogg's obligations under this Agreement on and after the date Employee signs this Agreement (including, but not limited to, providing any compensation or benefits under this Agreement).

(b). Covenant Not to Sue. Subject to (c) below, to the maximum extent permitted by law, Employee agrees not to sue or to institute or cause to be instituted any action in any federal, state, or local agency or court against the Company based upon the claims released in this Paragraph 14 (the provisions set forth in Paragraph 14(a) and (b) are collectively referred to herein as the "Release").

(c). Exclusion for Certain Claims. Notwithstanding the foregoing, Kellogg and Employee agree that the Release shall not apply to any claims arising on and after the date Employee signs this Agreement, nor shall anything herein prevent Employee or the Company from instituting any action to enforce the terms of this Agreement. In addition, Employee and Kellogg agree that nothing herein shall be construed to prevent Employee from enforcing any rights Employee may have under the Employee Retirement Income Security Act of 1974 to recover any vested benefits.

15. Preservation of Company Confidential Information. Employee agrees that she shall not (without first obtaining the prior written consent in each instance from Kellogg) during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information (other than information that currently is public or is made public (except in the case of Employee's disclosure)) regarding the Company, including, by way of example only, ideas, inventions, methods, designs, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Company

16. Cooperation. Employee agrees to cooperate truthfully and fully with the Company in connection with any and all existing or future investigations or litigation of any nature brought against the Company involving events that occurred during Employee's employment with the Company. Employee agrees to notify the Company immediately if subpoenaed or asked to appear as a witness in any matter related to the Company. The Company will reimburse Employee for reasonable out-of-pocket expenses and, if approved in advance by the General Counsel of Kellogg (such approval not to be unreasonably withheld), reasonable attorney's fees incurred as a result of such cooperation.

17. General.

(a). Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, in whole or in part, then that provision will be eliminated, modified or restricted in whatever manner is necessary to make the remaining provisions enforceable to the maximum extent allowable by law.

(b). Successors. This Agreement shall be binding upon, enforceable by, and inure to the benefit of Employee and Kellogg, and Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees, and to any successor of Kellogg (including by operation of law) or acquiror of substantially all of Kellogg's assets (as such term is defined by Delaware law), but neither this Agreement, nor any rights, payments, or obligations arising hereunder may be assigned, pledged, transferred, or hypothecated by Employee or Kellogg.

(c). Controlling Law and Venue. Employee agrees that, except as provided in Section 17(b), the laws of the State of Michigan shall govern this Agreement. Employee also agrees that any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach of thereof shall only be resolved in the Circuit Court of Calhoun County, or the United States District Court for the Western District of Michigan, whichever court has jurisdiction over the subject matter thereof, and the parties hereby submit to the jurisdiction of said courts.

(d) Attorneys Fees. The Company agrees to pay promptly as incurred, to the full extent permitted by law, all legal fees and expenses that Employee may reasonably incur in order to enforce any provision of this Agreement, provided that Employee shall reimburse the Company for such amounts in the event that Employee does not substantially prevail on the merits in any such action.

(e). Waiver. No claim or right arising out of a breach or default under this Agreement can be discharged by a waiver of that claim or right unless the waiver is in writing signed by the party hereto to be bound by such waiver. A waiver by either party hereto of a breach or default by the other party of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

(f). Notices. All notices, requests, demands and other communications regarding this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, and properly addressed as follows:

To Kellogg: Kellogg Company
One Kellogg Square
P.O. Box 3599
Battle Creek, MI 49016

Attention: General Counsel

With a copy to:

Kellogg Company
One Kellogg Square
P.O. Box 3599
Battle Creek, MI 49016

Attention: Vice President-Chief Counsel, Employment and Labor

To Employee: At the address set forth in the preamble of this Agreement.

18. Entire Agreement/Amendment. Employee agrees that this Agreement, together with Employee's stock option and restricted stock agreements with the Company, constitute the entire agreement between Employee and Kellogg, and that this Agreement supersedes any and all prior and/or contemporaneous written and/or oral agreements relating to

Employee's employment with the Company and termination therefrom. Employee acknowledges that this Agreement may not be modified except by written document, signed by Employee and the General Counsel or Deputy General Counsel of Kellogg.

19. Knowing and Voluntary Action. Employee acknowledges that Employee has been advised to consult an attorney before signing this Agreement. Employee further acknowledges that Employee has read this Agreement; has been given a period of at least twenty-one (21) days to consider this Agreement; understands its meaning and application; and is signing of Employee's own free will with the intent of being bound by it. If Employee elects to sign this Agreement prior to the expiration of twenty-one (21) days, Employee has done so voluntarily and knowingly, without any improper inducement or coercion by the Company.

20. Revocation of Agreement. Employee further acknowledges that Employee may revoke this Agreement at any time within a period of seven (7) days following the date Employee signs this Agreement. Notice of revocation shall be made in writing addressed to Kellogg in accordance with Paragraph 17(f) above. Such revocation must be received by Kellogg by the close of business of the first day following the end of the seven (7) day revocation period. This Agreement shall not become effective until after the time period for revocation has expired.

IN WITNESS WHEREOF, the parties have executed and agreed to this Agreement as of the dates provided below.

EMPLOYEE	KELLOGG COMPANY
/s/ Janet Langford Kelly	By: /s/ Carlos M. Gutierrez
Date: 8/25/03	Date: 8/25/03

Exhibit 31.1

CERTIFICATION

I, Carlos M. Gutierrez, Chairman of the Board and Chief Executive Officer of Kellogg Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kellogg Company;

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 quarterly report;

4. The registrant's other certifying officer(s) 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 we 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 (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and;

5. The registrant's other certifying officers 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 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: November 7, 2003

/s/ Carlos M. Gutierrez

Chairman of the Board and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, John A. Bryant, Executive Vice President and Chief Financial Officer of Kellogg Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kellogg Company;

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 quarterly report;

4. The registrant's other certifying officer(s) 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 we 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 (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and;

5. The registrant's other certifying officers 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 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.

/s/ John A. Bryant

Date: November 7, 2003

Executive Vice President
and Chief Financial Officer

Exhibit 32.1

SECTION 1350 CERTIFICATION

I, Carlos M. Gutierrez, Chairman of the Board, President and Chief Executive Officer of Kellogg Company hereby certify, on the date hereof, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that

(1) the Quarterly Report on Form 10-Q of Kellogg Company for the quarter ended September 27, 2003 (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 Kellogg Company.

/s/ Carlos M. Gutierrez

Name: Carlos M. Gutierrez
Title: Chairman of the Board,
President and Chief
Executive Officer

A signed copy of this original statement required by Section 906 has been provided to Kellogg Company and will be retained by Kellogg Company and furnished to the Securities and Exchange Commission or its staff on request.

Date: November 7, 2003

Exhibit 32.2

SECTION 1350 CERTIFICATION

I, John A. Bryant, Executive Vice President and Chief Financial Officer of Kellogg Company hereby certify, on the date hereof, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that

(1) the Quarterly Report on Form 10-Q of Kellogg Company for the quarter ended September 27, 2003 (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 Kellogg Company.

/s/ John A. Bryant

Name: John A. Bryant
Title: Executive Vice President
And Chief Financial
Officer

A signed copy of this original statement required by Section 906 has been provided to Kellogg Company and will be retained by Kellogg Company and furnished to the Securities and Exchange Commission or its staff on request.

Date: November 7, 2003