

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

Form 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): 2/7/2007

EnerSys

(Exact name of registrant as specified in its charter)

Commission File Number: 1-32253

Delaware
(State or other jurisdiction
of incorporation)

23-3058564
(IRS Employer
Identification No.)

2366 Bernville Road, Reading, Pennsylvania 19605
(Address of principal executive offices, including zip code)

(610) 208-1991
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

As of February 5, 2007, EnerSys completed the Fourth Amendment to Credit Agreement (“Amendment”) in connection with its \$480,000,000 senior secured Credit Agreement (the “Credit Agreement”) among EnerSys, EnerSys Capital Inc., various lending institutions party thereto, Bank of America, N.A. as Administrative Agent, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Lehman Commercial Paper Inc., as Documentation Agent. The disclosure required by this Item 1.01 is included in Item 2.03 and is incorporated herein by reference.

Item 2.02. Results of Operations and Financial Condition

On February 7, 2007, EnerSys issued an earnings press release discussing the Company’s financial results for the third fiscal quarter of 2007. The press release, attached as Exhibit 99.1 hereto and incorporated herein by reference, is being furnished to the SEC and shall not be deemed to be “filed” for any purpose.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

As of February 5, 2007, EnerSys completed the Fourth Amendment to the Credit Agreement among EnerSys, EnerSys Capital Inc., various lending institutions party thereto (the “Lenders”), Bank of America, N.A. as Administrative Agent, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Lehman Commercial Paper Inc., as Documentation Agent. A copy of the Amendment is attached hereto as Exhibit 10.1 and incorporated by reference. The Lenders approved a reduction of 25 basis points in the credit spread on \$356 million of term loans which will reduce our future interest costs by approximately \$800,000 per year during the term. The reduction is effective as of February 9, 2007.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Fourth Amendment to Credit Agreement

99.1 Press Release, dated February 7, 2007, of EnerSys regarding the financial results for the third fiscal quarter of 2007.

Signature(s)

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 hereunto duly authorized.

EnerSys

Date: February 7, 2007

By: /s/ Michael T. Philion

Michael T. Philion

Executive Vice President - Finance and Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to Credit Agreement.
EX-99.1	Press Release, dated February 7, 2007, of EnerSys regarding the financial results for the third fiscal quarter of 2007.

FOURTH AMENDMENT TO CREDIT AGREEMENT

FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of February 5, 2007, among ENERSYS, a Delaware corporation ("Holdings"), ENERSYS CAPITAL INC., a Delaware corporation (the "Borrower"), the lenders from time to time party to the Credit Agreement referred to below (the "Lenders") and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), and Bank of America, N.A., as Collateral Agent (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, Holdings, the Borrower, the Lenders, the Administrative Agent, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Lehman Commercial Paper Inc., as Documentation Agent, are parties to a Credit Agreement, dated as of March 17, 2004 (as amended, modified and/or supplemented to, but not including, the date hereof, the "Credit Agreement"); and

WHEREAS, subject to the terms and conditions of this Amendment, the parties hereto wish to amend or otherwise modify certain provisions of the Credit Agreement as herein provided;

NOW, THEREFORE, IT IS AGREED:

Amendments to Credit Agreement.

Section 1.01 of the Credit Agreement is hereby amended by inserting the following new clause (f) immediately following clause (e) of said Section:

"(f) (A) Subject to and upon the terms and conditions set forth herein, (i) each Consenting New 2007 Term Lender severally agrees to convert (the "New 2007 Term Loan Conversion"), on the Fourth Amendment Effective Date, New Term Loans of such Consenting New 2007 Term Lender outstanding on the Fourth Amendment Effective Date (immediately prior to giving effect thereto) in an aggregate principal amount equal to the Converted New 2007 Term Loan Amount of such Consenting New 2007 Term Lender into new term loans hereunder owing by the Borrower (each such term loan, a "Converted New 2007 Term Loan" and, collectively, the "Converted New 2007 Term Loans") and (ii) each Lender with a New 2007 Term Loan Commitment severally agrees to make, on the Fourth Amendment Effective Date, a term loan or term loans (each, an "Additional New 2007 Term Loan" and, collectively, the "Additional New 2007 Term Loans", and, together with the Converted New 2007 Term Loans, the "New 2007 Term Loans") to the Borrower, which New 2007 Term Loans:

(i) shall be incurred by the Borrower pursuant to a single drawing on the Fourth Amendment Effective Date for the purposes described in Section 7.05(f);

(ii) shall be denominated in U.S. Dollars;

(iii) except as hereafter provided, shall, at the option of the Borrower, be incurred and maintained as, and/or converted into, Base Rate Loans or Eurodollar Loans, provided that, (x) except as otherwise specifically provided in Section 1.10(b), all New 2007 Term Loans made as part of the same Borrowing shall at all times consist of New 2007 Term Loans of the same Type and (y) Borrowings of New 2007 Term Loans on the Fourth Amendment Effective Date shall be subject to the rules set forth in clause (B) of this Section 1.01(f) below; and

(iv) shall not exceed for any Lender, in initial principal amount, that amount which equals the sum of (x) the Converted New 2007 Term Loan Amount of such Lender plus (y) the New 2007 Term Loan Commitment of such Lender (if any) as in effect on the Fourth Amendment Effective Date (before giving effect to the termination thereof on such date pursuant to Section 3.03(g)).

Once repaid, New 2007 Term Loans incurred hereunder may not be reborrowed.

(B)(i) The Interest Period applicable to each Borrowing of New Term Loans existing on the Fourth Amendment Effective Date immediately prior to the New 2007 Term Loan Conversion and maintained as Eurodollar Loans shall, simultaneously with the occurrence of the New 2007 Term Loan Conversion, be broken and (ii) the New 2007 Term Loans shall be initially incurred or continued, as the case may be, pursuant to seven new Borrowings with (x) Interest Periods maintained in accordance with the following sentence and (y) the Lenders with outstanding New 2007 Term Loans (after giving effect to the New Term Loan Conversion and the incurrence of Additional New 2007 Term Loans pursuant to Section 1.01(f)(A)) to participate in each such new Borrowing of New 2007 Term Loans on a pro rata basis (based upon their respective New 2007 Term Loan Borrowing Amounts as in effect on the Fourth Amendment Effective Date). Notwithstanding anything to the contrary contained in Sections 1.06, 1.08(f) and 1.09 of the Credit Agreement and the definitions of "Eurodollar Rate" and "Interest Period" contained therein, (i) \$60.0 million of principal of New 2007 Term Loans shall be continued or incurred, as the case may be, pursuant to a Borrowing of Eurodollar Loans on the Fourth Amendment Effective Date subject to an interest period commencing on the Fourth Amendment Effective Date and ending on February 22, 2007 (with the Eurodollar Rate for such interest period to be determined by the Administrative Agent on the Interest Determination Date therefor in accordance with the definition of "Eurodollar Rate" as if such interest period were a one-month period), (ii) an additional \$68.0 million of principal of New 2007 Term Loans shall be continued or incurred, as the case may be,

pursuant to a Borrowing of Eurodollar Loans on the Fourth Amendment Effective Date subject to an interest period commencing on the Fourth Amendment Effective Date and ending on May 8, 2007 (with the Eurodollar Rate for such interest period to be determined by the Administrative Agent on the Interest Determination Date therefor in accordance with the definition of "Eurodollar Rate" as if such interest period were a three-month period), (iii) an additional \$75.0 million of principal of New 2007 Term Loans shall be continued or incurred, as the case may be, pursuant to a Borrowing of Eurodollar Loans on the Fourth Amendment Effective Date subject to an interest period commencing on the Fourth Amendment Effective Date and ending on March 22, 2007 (with the Eurodollar Rate for such interest period to be determined by the Administrative Agent on the Interest Determination Date therefor in accordance with the definition of "Eurodollar Rate" as if such interest period were a two-month period), and (iv) the remaining \$152,875,000 of principal of New 2007 Term Loans shall be continued or incurred, as the case may be, pursuant to up to four separate Borrowings of Eurodollar Loans on the Fourth Amendment Effective Date (in amounts determined by the Borrower) subject to an interest period commencing on the Fourth Amendment Effective Date of such duration as may be elected by the Borrower in accordance with the requirements of Section 1.09. The Interest Periods described in clauses (i), (ii), (iii) and (iv) of the preceding sentence shall be "Interest Periods" for all purposes of the Credit Agreement.

(C) In connection with the New 2007 Term Loan Conversion and the incurrence of Additional New 2007 Term Loans pursuant to Section 1.01(f)(A), the Lenders and the Borrower hereby agree that, notwithstanding anything to the contrary contained in this Agreement, the Borrower shall be obligated to pay to the respective Lenders breakage or other costs of the type referred to in Section 1.11 (if any) incurred in connection with the New 2007 Term Loan Conversion and/or the actions taken pursuant to preceding clause (B) of this Section 1.01(f).

(D) After the Fourth Amendment Effective Date, each Consenting New 2007 Term Lender which holds a New Term Note and has not requested and received a New 2007 Term Note on the Fourth Amendment Effective Date shall be entitled to surrender such New Term Note to the Borrower against delivery of a New 2007 Term Note completed in conformity with Section 1.05; provided that if any such New Term Note is not so surrendered, then from and after the Fourth Amendment Effective Date such New Term Note shall be deemed to evidence the Converted New 2007 Term Loans into which the New Term Loans theretofore evidenced by such New Term Note have been converted."

Section 1.03(a) of the Credit Agreement is hereby amended by inserting the text "2007" immediately before the text "Term Loans" appearing in said Section.

Section 1.04(a) of the Credit Agreement is hereby amended by deleting the text "(II) in the case of Additional New Term Loans, each Lender with a New Term Loan Commitment will make available an amount thereof

equal to its New Term Loan Commitment on the First Amendment Effective Date” appearing in the first sentence of said Section and inserting the text “(II) in the case of Additional New 2007 Term Loans, each Lender with a New 2007 Term Loan Commitment will make available an amount thereof equal to its New 2007 Term Loan Commitment on the Fourth Amendment Effective Date)” in lieu thereof.

Section 1.05(a) of the Credit Agreement is hereby amended by (i) deleting the word “and” appearing prior to the text “(iv)” appearing in said Section and inserting a comma in lieu thereof and (ii) inserting the following new text before the period at the end of said Section:

“and (v) if New 2007 Term Loans, by a promissory note substantially in the form of Exhibit B-5 with blanks appropriately completed in conformity herewith (each, a “New 2007 Term Note” and, collectively, the “New 2007 Term Notes”).”.

Section 1.05 of the Credit Agreement is hereby further amended by inserting the following clause (h) at the end of said Section:

“(h) The New 2007 Term Note issued to each Lender with a New 2007 Term Loan Commitment shall (i) be executed by the Borrower, (ii) be payable to such Lender or its registered assigns and be dated the Fourth Amendment Effective Date (or, in the case of any New 2007 Term Note issued after the Fourth Amendment Effective Date, the date of issuance thereof), (iii) be in a stated principal amount equal to the sum of the New 2007 Term Loan Commitment of such Lender on the Fourth Amendment Effective Date before giving effect to any reductions thereto on such date *plus* the aggregate principal amount of all Converted New 2007 Term Loans of such Lender on the Fourth Amendment Effective Date (or, in the case of any New 2007 Term Note issued after the Fourth Amendment Effective Date, in a stated principal amount equal to the outstanding principal amount of the New 2007 Term Loans of such Lender on the date of issuance thereof) and be payable in the principal amount of New 2007 Term Loans evidenced thereby from time to time, (iv) mature on the New 2007 Term Loan Maturity Date, (v) bear interest as provided in the appropriate clause of Section 1.08 in respect of the Base Rate Loans and Eurodollar Loans, as the case may be, evidenced thereby, (vi) be subject to voluntary repayment as provided in Section 4.01 and mandatory repayment as provided in Section 4.02 and (vii) be entitled to the benefits of this Agreement and the other Credit Documents.”.

Section 1.07 of the Credit Agreement is hereby amended by (i) deleting the text “New Term Loans” in said Section and inserting the text “New

2007 Term Loans” in lieu thereof and (ii) deleting the text “New Term Loan Borrowing Amounts” appearing in said Section and inserting the text “New 2007 Term Loan Borrowing Amounts” in lieu thereof.

Section 1.09 of the Credit Agreement is hereby amended by (i) deleting the text “and” appearing after the text “Section 1.01(b)(ii)” and inserting a comma in lieu thereof, (ii) inserting the text “and 1.01(f)(ii)” immediately following the text “1.01(e)(ii)” appearing in said Section and (iii) inserting the text “2007” immediately before each appearance of the text “Term Loan Scheduled Repayment” appearing in said Section.

Sections 1.13 and 3.02(b) of the Credit Agreement are hereby amended by inserting the text “2007” immediately before each appearance of the text “Term” appearing in said Sections.

Section 3.03 of the Credit Agreement is hereby amended by (i) inserting the text “, the Total New 2007 Term Loan Commitment” immediately after the text “Total New Term Loan Commitment” appearing in clause (e) of said Section, (ii) inserting the text “, the New 2007 Term Loan Commitment” immediately after the text “New Term Loan Commitment” appearing in clause (e) of said Section and (iii) inserting the following new clause (g) immediately following clause (f) of said Section:

“(g) The Total New 2007 Term Loan Commitment (and the New 2007 Term Loan Commitment of each Lender) shall terminate in its entirety on the Fourth Amendment Effective Date (after giving effect to the making of Additional New 2007 Term Loans on such date).”.

Section 4.01 of the Credit Agreement is hereby amended by (i) inserting the text “, New 2007 Term Loans” immediately after the first appearance of the text “Swingline Loans” appearing in said Section, (ii) inserting the text “New 2007 Term Loans,” immediately after the text “New Term Loans” appearing in subclause (i) of said Section, (iii) inserting the text “, New 2007 Term Loans” immediately after the text “Revolving Loans” appearing in subclause (ii) of said Section, (iv) inserting the text “2007” immediately before each appearance of the text “Term” appearing in subclause (v) of said Section and, (v) inserting the text “2007” immediately before each appearance of the text “Term Loan Scheduled Repayments” appearing in subclause (v) of said Section.

Section 4.02(b) of the Credit Agreement is hereby amended by inserting the following new text at the end of said Section:

“(iii) In addition to any other mandatory repayments or commitment reductions pursuant to this Section 4.02, on each date set forth below, the Borrower shall be required to repay that principal amount of New 2007 Term Loans, to the extent then outstanding, as is set forth opposite such date (each such repayment, as the same may be reduced as provided in Sections 4.01 and 4.02(i), a “New 2007 Term Loan Scheduled Repayment”):

<u>New 2007 Term Loan Scheduled Repayment Date</u>	<u>Amount</u>
March 31, 2007	\$ 889,687.50
June 30, 2007	\$ 889,687.50
September 30, 2007	\$ 889,687.50
December 31, 2007	\$ 889,687.50
March 31, 2008	\$ 889,687.50
June 30, 2008	\$ 889,687.50
September 30, 2008	\$ 889,687.50
December 31, 2008	\$ 889,687.50
March 31, 2009	\$ 889,687.50
June 30, 2009	\$ 889,687.50
September 30, 2009	\$ 889,687.50
December 31, 2009	\$ 889,687.50
March 31, 2010	\$ 889,687.50
June 30, 2010	\$ 889,687.50
September 30, 2010	\$ 889,687.50
December 31, 2010	\$ 889,687.50
New 2007 Term Loan Maturity Date	\$ 341,640,000.00

Section 4.02(d) of the Credit Agreement is hereby amended by deleting the text “Third Amendment Effective Date” appearing in sub-clause (i) of said Section and inserting the text “Fourth Amendment Effective Date” in lieu thereof.

Notwithstanding anything to the contrary contained in Section 4.02(d) of the Credit Agreement or elsewhere in the Credit Agreement, the proceeds of all Additional New 2007 Term Loans shall be applied on the Fourth Amendment Effective Date (as defined below) exclusively for the purposes described in Section 7.05(f).

Section 4.02(h) of the Credit Agreement is hereby amended by inserting the text “2007” immediately before each appearance of the text “Term” appearing in said Section.

Section 7.05 of the Credit Agreement is hereby amended by inserting the following new clause (f) at the end of said Section:

“(f) All proceeds of the Additional New 2007 Term Loans shall be used on the Fourth Amendment Effective Date to repay in full principal of all outstanding New Term Loans of Non-Consenting New 2007 Term Lenders (if any), pay all accrued and unpaid interest on all then outstanding New Term Loans and pay all fees and expenses owing in connection with the Fourth Amendment.”.

Section 8.16 of the Credit Agreement is hereby amended by (i) inserting the text “(or, after the repayment thereof, New 2007 Term Loans)” immediately after the text “New Term Loans” appearing in clause (a) of said Section and (ii) inserting the text “2007” immediately before each appearance of the text “Term” appearing in clauses (b) and (c) of said Section.

Section 8 of the Credit Agreement is hereby further amended by inserting the following new text at the end of said Section:

“Section 8.21 Fourth Amendment Mortgage Amendments. Within 60 days following the Fourth Amendment Effective Date (or such later date not to exceed 120 days following the Fourth Amendment Effective Date as may be agreed by the Collateral Agent in its sole discretion), unless otherwise agreed by the Collateral Agent in its sole discretion, the Borrower shall have delivered to the Collateral Agent, or caused to be delivered to the Collateral Agent, (i) fully executed counterparts of amendments (the “Fourth Amendment Mortgage Amendments”), in form and substance reasonably satisfactory to the Collateral Agent, to each of the Mortgages covering the Mortgaged Properties, together with evidence that counterparts of each of the Fourth Amendment Mortgage Amendments have been delivered to the title company insuring the Lien on the Mortgages for recording in all places to the extent necessary or desirable, in the judgment of the Collateral Agent, effectively to maintain a valid and enforceable perfected mortgage lien superior to and prior to the rights of all third parties and subject to no other Liens (other than Permitted Encumbrances) in favor of the Collateral Agent for the benefit of the Secured Creditors securing all of the Obligations (including the New 2007 Term Loans) and (ii) at the request of the Collateral Agent, endorsements of the authorized issuing agent for title insurers reasonably satisfactory to the Collateral Agent to each Mortgage Policy assuring the Collateral Agent that each Mortgage is a valid and enforceable first priority mortgage lien on the respective Mortgaged Properties, free and clear of all defects and encumbrances except Permitted Encumbrances.”.

Section 9.11 of the Credit Agreement are hereby amended by inserting the text “2007” immediately before each appearance of the text “Term” appearing in said Section.

The definition of “Applicable Margin” appearing in Section 11 of the Credit Agreement is hereby amended by (i) inserting the text “(u) in the case of New

2007 Term Loans (A) maintained as Base Rate Loans, 0.75% and (B) maintained as Eurodollar Loans, 1.75%,” immediately before subclause (ii) (v) of the first sentence of said definition, (ii) deleting the text “and New Term Loans)” appearing in the second sentence of said definition and inserting the text “, New 2007 Term Loans and New Term Loans) or the Commitment Fee” in lieu thereof, (iii) inserting the text “or the Commitment Fee, as the case may be,” immediately after each appearance of the text “Tranche (and Type) of Loans” and each appearance of the text “Tranche and Type of Loan”, in each case appearing in said definition, (iv) inserting the following new clause (w) prior to clause (x) of the last sentence appearing in said definition:

“(w) at any time the Borrower shall cease to maintain both a corporate family rating of Ba3 or higher from Moody’s and a corporate rating of BB or higher from S&P, then the “Applicable Margin” for New 2007 Term Loans at such time shall be (A) if maintained as Base Rate Loans, 1.00% and (B) if maintained as Eurodollar Loans, 2.00%,”; and

(v) inserting the following new sentence at the end of said definition:

“It is understood and agreed that the Applicable Margin (as defined in this Agreement prior to the Fourth Amendment Effective Date) shall apply for all periods prior to the Fourth Amendment Effective Date and the Applicable Margin (as defined in this Agreement on and after the Fourth Amendment Effective Date) shall apply for all periods on and after the Fourth Amendment Effective Date.”.

The definition of “Borrowing” appearing in Section 11 of the Credit Agreement is hereby amended by (i) deleting the text “and” immediately before the text “(y)” appearing in said definition and inserting a comma in lieu thereof and (ii) inserting the text “and (z) the term “Borrowing” shall include each consolidated “borrowing” of New 2007 Term Loans pursuant to the simultaneous conversion of New Term Loans and the incurrence of Additional New 2007 Term Loans on the Fourth Amendment Effective Date on the terms provided in Section 1.01(f)” immediately prior to the period appearing at the end of said definition.

The definition of “Commitment” appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text “, New 2007 Term Loan Commitment” immediately after the text “New Term Loan Commitment” appearing in said definition.

The definition of “Excess Cash Flow” appearing in Section 11 of the Credit Agreement is hereby amended by deleting the text of subclause (b)(x) of said definition in its entirety and inserting the text “required as a result of a Scheduled Repayment, a New Term Loan Scheduled Repayment or a New 2007 Term Loan Scheduled Repayment under Section 4.02(b)” in lieu thereof.

The definition of "Loan" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "each New 2007 Term Loan," immediately before the text "each New Term Loan" appearing in said definition.

The definition of "Maturity Date" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "the New 2007 Term Loan Maturity Date," immediately before the text "the New Term Loan Maturity Date" appearing in said definition.

The definition of "Minimum Borrowing Amount" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "2007" immediately before the appearance of the text "Term Loans" appearing in said definition.

The definition of "Net Cash Proceeds" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text ", New 2007 Term Loans" immediately before the text "or New Term Loans" appearing in said definition.

The definition of "Note" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "each New 2007 Term Note," immediately after the text "New Term Note," appearing in said Section.

The definition of "Required Lenders" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "New 2007 Term Loans," immediately before each appearance of the text "New Term Loans" in said definition.

The definition of "Screen Rate" appearing in Section 11 of the Credit Agreement is hereby amended by deleting the text "Telerate" appearing in said definition and inserting the text "Reuters" in lieu thereof.

The definition of "Total Commitment" appearing in Section 11 of the Credit Agreement is hereby amended by inserting the text "the Total New 2007 Term Loan Commitment," immediately before the text "the Total New Term Loan Commitment" appearing in said definition.

Section 11 of the Credit Agreement is hereby further amended by (i) deleting the definition of "Tranche" appearing in said Section and (ii) inserting in the appropriate alphabetical order the following new definitions:

"Additional New 2007 Term Loans" shall have the meaning provided in Section 1.01(f).

“Consenting New 2007 Term Lender” shall mean each Lender holding outstanding New Term Loans that has (x) theretofore executed and delivered a counterpart of the Fourth Amendment to the Administrative Agent on or prior to 5:00 P.M. (New York time) on February 5, 2007 and (y) specifically notified the Administrative Agent of its desire to convert its New Term Loans into Converted New 2007 Term Loans pursuant to Section 1.01(f)(A).

“Converted New 2007 Term Loan Amount” shall mean, with respect to each Lender, the amount set forth opposite such Lender’s name in Schedule I directly below the column entitled “Converted New 2007 Term Loan Amount”.

“Converted New 2007 Term Loans” shall have the meaning provided in Section 1.01(f).

“Fourth Amendment” shall mean the Fourth Amendment to the Credit Agreement, dated as of February 5, 2007, among Holdings, the Borrower, the Lenders and the Administrative Agent.

“Fourth Amendment Effective Date” shall have the meaning provided in the Fourth Amendment to Credit Agreement, dated as of February 5, 2007, among Holdings, the Borrower, the Lenders and the Administrative Agent.

“Fourth Amendment Mortgage Amendments” shall have the meaning provided in Section 8.21.

“New 2007 Term Loan Borrowing Amount” shall mean, with respect to each Lender, the amount set forth opposite such Lender’s name in Schedule I directly below the column entitled “New 2007 Term Loan Borrowing Amount”, as the same may be (x) reduced from time to time as a result of prepayments and repayments pursuant to Section 4.01, Section 4.02 and/or Section 10 or (y) adjusted from time to time as a result of assignments of New 2007 Term Loans to or from such Lender pursuant to Section 1.13 or 13.04(b).

“New 2007 Term Loan Commitment” shall mean, with respect to each Lender, the amount set forth opposite such Lender’s name in Schedule I directly below the column entitled “New 2007 Term Loan Commitment,” as the same may be reduced or terminated pursuant to Section 3.03 and/or Section 10 or otherwise modified pursuant to Section 1.13 and/or Section 13.04(b).

“New 2007 Term Loan Maturity Date” shall mean March 17, 2011.

“New 2007 Term Loan Scheduled Repayment” shall have the meaning provided in Section 4.02(b)(iii).

“New 2007 Term Loans” shall have the meaning provided in Section 1.01(f).

“New 2007 Term Note” shall have the meaning provided in Section 1.05(a).

“New 2007 Term Loan Conversion” shall have the meaning provided in Section 1.01(f).

“Non-Consenting New 2007 Term Lender” shall mean each Lender that is not a Consenting New 2007 Term Lender.

“Total New 2007 Term Loan Commitment” shall mean, at any time, the sum of the New 2007 Term Loan Commitments of each of the Lenders at such time.

“Tranche” shall mean the respective facility and commitments utilized in making Loans hereunder, with there being three separate Tranches: (i) New 2007 Term Loans, (ii) Revolving Loans and (iii) Swingline Loans.

Section 13.01(a) of the Credit Agreement is hereby amended by (i) inserting the text “2007” immediately before the text “Term Loans” appearing in clause (z) of the second proviso appearing in said Section and (ii) inserting the text “2007” immediately before the text “Term Loan Scheduled Repayment” appearing in clause (z) of the second proviso appearing in said Section.

Section 13.07(b) of the Credit Agreement is hereby amended by inserting the text “2007” immediately before the text “Term Loans” appearing in said Section.

Schedule I to the Credit Agreement is hereby amended by deleting same in its entirety and inserting in lieu thereof a new Schedule I in the form of Schedule I attached hereto.

Exhibits A-1, A-2 and K to the Credit Agreement are hereby amended by inserting the text “2007” immediately before each appearance of the text “Term” appearing in said Exhibits.

The Credit Agreement is hereby further amended by adding thereto new Exhibit B-5 in the form of Exhibit B-5 attached hereto.

Miscellaneous Provisions.

**In order to induce the Lenders to enter into this Amendment, each Credit Agreement Party hereby represents and warrants that:
no Default or Event of Default exists as of the Fourth Amendment Effective Date, both before and after giving effect to this Amendment;**

all of the representations and warranties contained in the Credit Agreement or the other Credit Documents are true and correct in all material respects on the Fourth Amendment Effective Date both before and after giving effect to this Amendment, with the same effect as though such representations and warranties had been made on and as of the Fourth Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct in all material respects as of such specific date);

concurrently with the effectiveness of this Fourth Amendment, the proceeds of the Additional New 2007 Term Loans shall be applied by the Borrower as required by Section 7.05(f) of the Credit Agreement (as amended hereby).

This Amendment is limited as specified and shall not constitute a modification, acceptance, consent to deviation from or waiver of any other provision of the Credit Agreement or any other Credit Document.

This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Borrower and the Administrative Agent.

THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

This Amendment shall become effective on the date (the “Fourth Amendment Effective Date”) when each of the following conditions shall have been satisfied:

(i) Holdings, the Borrower, Lenders constituting the Required Lenders and each Lender with a New 2007 Term Loan Commitment and/or converting New Term Loans into Converted New 2007 Term Loans pursuant to the New 2007 Term Loan Conversion shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036 Attention: May Yip-Daniels (facsimile number 212-354-8113);

(ii) there shall have been delivered to the Administrative Agent for the account of each Consenting New 2007 Term Lender and each Lender with a New 2007 Term Loan Commitment which has requested same, an appropriate New 2007 Term Note executed by the Borrower in each case in the amount, maturity and otherwise as provided in the Credit Agreement;

(iii) (x) all accrued and unpaid interest on all New Term Loans shall have been paid in full (regardless of whether or not the Credit Agreement otherwise requires a

payment of such interest at such time), (y) all fees, costs and expenses with respect to the New Term Loans shall have been paid in full and (z) the principal of all outstanding New Term Loans of Non-Consenting New 2007 Term Lenders shall have been repaid in full;

(iv) there shall have been delivered to Administrative Agent copies of resolutions of the board of directors of each Credit Party approving and authorizing the execution, delivery and performance of this Fourth Amendment and the Credit Documents as amended by this Fourth Amendment, certified as of the Fourth Amendment Effective Date by the corporate secretary or an assistant secretary of such Credit Party as being in full force and effect without modification or amendment; and

(v) an opinion of counsel from each of Skadden, Arps, Slate, Meagher & Flom LLP and Frank Macerato, General Counsel to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent and covering such matters in connection with this Amendment and the transactions contemplated hereby as the Administrative Agent may reasonably request.

By executing and delivering a copy hereof, each Credit Party hereby agrees that all Loans (including, without limitation, the New 2007 Term Loans) shall be fully guaranteed pursuant to the Subsidiaries Guaranty in accordance with the terms and provisions thereof and shall be fully secured pursuant to the Security Documents.

From and after the Fourth Amendment Effective Date, all references in the Credit Agreement and each of the other Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first above written.

ENERSYS

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Vice President Treasurer & Assistant Secretary

ENERSYS CAPITAL INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

BANK OF AMERICA, N.A, as Administrative Agent

By: /s/ Charles D. Graber
Name: Charles D. Graber
Title: Vice President

BANK OF AMERICA, N.A., Individually

By: /s/ Coleigh McKay
Name: Coleigh McKay
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC., Individually
and as Syndication Agent

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
Individually and as Documentation Agent

By: _____

Name:

Title:

BANK OF AMERICA, N.A., in its capacity as a
Lender with a New 2007 Term Loan Commitment
(and not as a Consenting New 2007 Term Lender)

By: _____
Name:
Title:

SIGNATURE PAGE TO THE FOURTH AMENDMENT,
DATED AS OF FEBRUARY 5, 2007, TO THE CREDIT
AGREEMENT, DATED AS OF MARCH 17, 2004, AMONG
ENERSYS, A DELAWARE CORPORATION, ENERSYS
CAPITAL INC., A DELAWARE CORPORATION, THE
LENDERS FROM TIME TO TIME PARTY THERETO,
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT,
MORGAN STANLEY SENIOR FUNDING, INC., AS
SYNDICATION AGENT, AND LEHMAN COMMERCIAL
PAPER INC., AS DOCUMENTATION AGENT

NAME OF INSTITUTION

By: _____
Name: _____
Title: _____

Each of the undersigned, each being a Subsidiary Guarantor under, and as defined in, the Credit Agreement referenced in the foregoing Fourth Amendment, hereby consents to the entering into of the Fourth Amendment and agrees to the provisions thereof (including, without limitation, Part III, Section 6 thereof).

ENERSYS DELAWARE INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

HAWKER POWER SYSTEMS, INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

ENERSYS ENERGY PRODUCTS INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

HAWKER POWERSOURCE, INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

ENERSYS ADVANCED SYSTEMS INC.

By: /s/ Michael G Hastings
Name: Michael G Hastings
Title: Treasurer & Assistant Secretary

ESFINCO, INC.

By: /s/ John Phillips

Name: John Phillips

Title: Vice President Treasurer

ESRMCO, INC.

By: /s/ John Phillips

Name: John Phillips

Title: Vice President Treasurer

NEW PACIFICO REALTY, INC.

By: /s/ Michael G Hastings

Name: Michael G Hastings

Title: Treasurer

List of Lenders and Commitments

[as on file with the Administrative Agent]

FORM OF NEW 2007 TERM NOTE

U.S. \$ _____

New York, New York

FOR VALUE RECEIVED, ENERSYS CAPITAL INC., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of [_____] (the "Lender"), in lawful money of the United States of America in immediately available funds, at the Payment Office (as defined in the Agreement referred to below) initially located at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255 on the New 2007 Term Loan Maturity Date (as defined in the Agreement) the principal sum of _____ DOLLARS (\$) or, if less, the unpaid principal amount of all New 2007 Term Loans (as defined in the Agreement) made by the Lender pursuant to the Agreement, payable at such times and in such amounts as are specified in the Agreement.

The Borrower promises also to pay interest on the unpaid principal amount of each New 2007 Term Loan made by the Lender in like money at said office from the date hereof until paid at the rates and at the times provided in Section 1.08 of the Agreement.

This Note is one of the New 2007 Term Notes referred to in the Credit Agreement, dated as of March 17, 2004, among EnerSys, the Borrower, the lenders from time to time party thereto (including the Lender), Lehman Commercial Paper Inc., as Documentation Agent, Morgan Stanley Senior Funding, Inc., as Syndication Agent, and Bank of America, N.A., as Administrative Agent (as amended, restated, modified and/or supplemented from time to time, the "Agreement") and is entitled to the benefits thereof and of the other Credit Documents (as defined in the Agreement). This Note is secured by the Security Documents (as defined in the Agreement) and is entitled to the benefits of the Guaranties (as defined in the Agreement). As provided in the Agreement, this Note is subject to voluntary prepayment and mandatory repayment prior to the New 2007 Term Loan Maturity Date, in whole or in part, and New 2007 Term Loans may be converted from one Type (as defined in the Agreement) into another Type to the extent provided in the Agreement.

In case an Event of Default (as defined in the Agreement) shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Agreement.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

ENERSYS CAPITAL INC.

By: _____
Name:
Title:

EXHIBIT 99.1 PRESS RELEASE, DATED FEBRUARY 7, 2007, OF ENERSYS REGARDING FINANCIAL RESULTS FOR THE THIRD FISCAL QUARTER OF 2007

EnerSys Reports Third Fiscal Quarter of 2007 Results

READING, PA, February 7, 2007/PRNewswire-FirstCall/ — EnerSys (NYSE:ENS), the world's largest manufacturer, marketer and distributor of industrial batteries, announced today its financial results for the third fiscal quarter of 2007. Net earnings for this quarter were \$11.0 million, or \$0.24 per basic share and \$0.23 per diluted share. This compares to net earnings of \$7.8 million, or \$0.17 per basic and diluted share in the third fiscal quarter of the prior year, and exceeds the previous guidance of \$0.16 - \$0.20 per diluted share provided on November 8, 2006. The results for the third fiscal quarter of 2007 (and the guidance) included a non-recurring tax benefit of \$0.04 per share. Excluding this non-recurring tax benefit, adjusted net earnings for the Company's third fiscal quarter of 2007 were \$ 9.0 million, or \$0.19 per basic and diluted share. The results for the third fiscal quarter of 2006 included a \$2.6 million (\$1.8 million net of tax) charge primarily related to restructuring activities. Excluding this restructuring charge, adjusted net earnings for this quarter were \$9.6 million or \$0.21 per basic and \$0.20 per diluted share. Please refer to the paragraph below under the heading "Reconciliation of Non-GAAP Financial Measures" for a discussion of the Company's use of Non-GAAP adjusted financial information.

Net sales for the third fiscal quarter of 2007 were \$377.9 million compared to \$321.8 million in the comparable period of the prior year, or an increase of 17.4 %.

EnerSys' operating results for its reporting segments for the third fiscal quarter of 2007 and comparable prior year period are as follows (in millions):

	Fiscal quarters ended			
	December 31, 2006		January 1, 2006	
	Net Sales	Operating Earnings	Net Sales	Operating Earnings
Reserve Power	\$ 157.0	\$ 7.4	\$ 140.8	\$ 8.0
Motive Power	220.9	13.8	181.0	11.7
Restructuring and other charges	—	—	—	(2.6)
	<u>\$ 377.9</u>	<u>\$ 21.2</u>	<u>\$ 321.8</u>	<u>\$ 17.1</u>

Net earnings for the nine fiscal months of 2007 were \$34.6 million or \$0.74 per share basic and \$0.73 per share diluted, including \$0.06 per share favorable impact from two legal settlements, the \$0.04 per share non-recurring tax benefit and the \$0.01 per share unfavorable impact of legal and professional fees related to a shelf registration statement and secondary offering and an abandoned acquisition. This compares to net earnings of \$19.0 million or \$0.41 per basic and diluted share in the prior year period, which included an \$8.6 million (\$5.9 million net of tax) charge primarily related to restructuring activities. Excluding the highlighted charges and credits, adjusted net earnings for the nine fiscal months of 2007 were \$30.6 million or \$0.66 per basic and \$0.64 per diluted share, compared to adjusted net earnings for the nine fiscal months of 2006 of \$24.9 million or \$0.54 per basic and \$0.53 per diluted share. Please refer to the paragraph below under the heading "Reconciliation of Non-GAAP Adjusted Financial Measures" for a discussion of the Company's use of Non-GAAP adjusted financial information.

Net sales for the nine fiscal months of 2007 were \$1,090.8 million compared to \$930.1 million in the prior year, or an increase of 17.3%.

EnerSys' operating results for its reporting segments for the nine fiscal months of 2007 and comparable prior year period are as follows (in millions):

	Nine fiscal months ended			
	December 31, 2006		January 1, 2006	
	Net Sales	Operating Earnings	Net Sales	Operating Earnings
Reserve Power	\$ 474.2	\$ 27.1	\$417.0	\$ 26.2
Motive Power	616.6	40.6	513.1	27.0
Restructuring and other charges	—	—	—	(8.6)
Litigation settlement income	—	3.8	—	—
	<u>\$1,090.8</u>	<u>\$ 71.5</u>	<u>\$930.1</u>	<u>\$ 44.6</u>

"I am pleased with our performance considering the continuing high commodity costs. Our success in realizing increased pricing and our ongoing cost reduction initiatives are major contributors to our earnings growth," stated John D. Craig, Chairman, President and Chief Executive Officer.

Craig added, "We anticipate that diluted net earnings per share for our fourth quarter will be between \$0.15 and \$0.19. Our expected fourth quarter earnings will be significantly affected by a 20% sequential, quarterly increase in lead costs. This will increase our sequential quarterly costs by approximately \$15 million, an earnings per share impact of \$0.21. We announced additional price increases in both November 2006 and January 2007; however, these pricing actions will not be fully realized until after the fourth quarter. Further cost savings initiatives, continued progress in pricing recovery and historically strong fourth quarter sales volume are all expected to substantially offset these higher commodity costs. We remain committed to achieving additional pricing recovery if commodity costs continue to increase."

This press release contains forward-looking statements (within the meaning of the Private Securities Litigation Reform Act of 1995) that are based on management's current expectations and subject to uncertainties and changes in circumstances. The Company's actual results may differ materially from the forward-looking statements for a number of reasons. For a list of the factors, which could affect the Company's results, including earnings estimates, see "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations," including "Forward-Looking Statements," set forth in the Company's Quarterly Report on Form 10-Q for the third fiscal quarter ended December 31, 2006, which was filed with the U.S. Securities and Exchange Commission.

Reconciliation of Non-GAAP Adjusted Financial Measures

This press release contains financial information determined by methods other than in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"). EnerSys' management uses non-GAAP measures in their analysis of the Company's performance. These measures, as used by EnerSys in past quarters, adjust net earnings determined in accordance with GAAP to reflect changes in financial results associated with the Company's restructuring initiatives and unusual charges and income items. Management believes presentations of financial measures reflecting these non-GAAP adjustments provide important supplemental measurement information in evaluating the operating results of the Company as distinct from results that include items that are not indicative of ongoing operating results; in particular, the charges that the Company incurs as a result of restructuring activities associated with our acquisitions. Because these charges are incurred as a result of an acquisition, they are not a valid measure of the performance of our underlying business and accordingly, they are non-recurring in nature. These disclosures have limitations as an analytical tool, should not be viewed as a substitute for net earnings determined in accordance with GAAP, should not be considered in isolation or as a substitute for analysis of the Company's results as reported under GAAP, nor are they necessarily comparable to non-GAAP performance measures that may be presented by other companies. Management believes that this non-GAAP supplemental information will be helpful in understanding the Company's ongoing operating results. This supplemental presentation should not be construed as an inference that the Company's future results will be unaffected by similar adjustments to net earnings determined in accordance with GAAP.

Included below is a reconciliation of non-GAAP adjusted financial measures to reported amounts. Non-GAAP adjusted net earnings are calculated excluding restructuring and highlighted charges. The following tables provide additional information regarding certain non-GAAP measures:

	Fiscal quarters ended	
	December 31, 2006	January 1, 2006
<i>(in millions, except share and per share amounts)</i>		
Net earnings reconciliation		
As reported net earnings	\$ 11.0	\$ 7.8
Non-GAAP adjustments (net of tax):		
Restructuring charge	—	1.8(1)
Non-recurring tax benefit	(2.0)(2)	—
Non-GAAP adjusted net earnings	<u>\$ 9.0</u>	<u>\$ 9.6</u>
Outstanding shares used in per share calculations		
Basic	46,597,387	46,249,384
Diluted	<u>47,699,968</u>	<u>46,949,052</u>
Non-GAAP adjusted net earnings per share:		
Basic	<u>\$ 0.19</u>	<u>\$ 0.21</u>
Diluted	<u>\$ 0.19</u>	<u>\$ 0.20</u>
Reported net earnings per share:		
Basic	<u>\$ 0.24</u>	<u>\$ 0.17</u>
Diluted	<u>\$ 0.23</u>	<u>\$ 0.17</u>
Nine fiscal months ended		
	December 31, 2006	January 1, 2006
<i>(in millions, except share and per share amounts)</i>		
Net earnings reconciliation		
As reported net earnings	\$ 34.6	\$ 19.0
Non-GAAP adjustments (net of tax):		
Restructuring charge	—	5.9(1)
Litigation settlement income	(2.6)(3)	—
Shelf registration statement and secondary offering and an abandoned acquisition	0.6(4)	—
Non-recurring tax benefit	(2.0)(2)	—
Non-GAAP adjusted net earnings	<u>\$ 30.6</u>	<u>\$ 24.9</u>
Outstanding shares used in per share calculations		
Basic	46,469,119	46,210,187
Diluted	<u>47,538,258</u>	<u>46,738,021</u>
Non-GAAP adjusted net earnings per share:		
Basic	<u>\$ 0.66</u>	<u>\$ 0.54</u>
Diluted	<u>\$ 0.64</u>	<u>\$ 0.53</u>
Reported net earnings per share:		
Basic	<u>\$ 0.74</u>	<u>\$ 0.41</u>
Diluted	<u>\$ 0.73</u>	<u>\$ 0.41</u>

(1) Resulting from a pretax charges of \$2.6 million in the fiscal third quarter of 2006 and \$8.6 million in the fiscal nine months of 2006, primarily for severance costs related to staff reductions and other acquisition related restructuring activities in Europe.

(2) Resulting from a non-recurring, favorable tax benefit, recorded in the third fiscal quarter of 2007.

(3) Resulting from two favorable legal settlements, net of fees and expenses, recorded in the first and second fiscal quarters of 2007.

(4) Resulting from legal and professional fees related to a shelf registration statement and secondary offering, and an abandoned acquisition, recorded in the second and third fiscal quarters of 2007.

EnerSys
Summary of Earnings
(In millions, except share and per share data)
(Unaudited)

	Fiscal quarter ended	
	December 31, 2006	January 1, 2006
Net sales	\$ 377.9	\$ 321.8
Gross profit	76.9	69.6
Operating expenses	55.7	49.9
Restructuring and other charges	—	2.6
Operating earnings	21.2	17.1
Earnings before income taxes	13.1	11.0
Net earnings	<u>\$ 11.0</u>	<u>\$ 7.8</u>
Net earnings per common share		
Basic	<u>\$ 0.24</u>	<u>\$ 0.17</u>
Diluted	<u>\$ 0.23</u>	<u>\$ 0.17</u>
Weighted average shares outstanding		
Basic	<u>46,597,387</u>	<u>46,249,384</u>
Diluted	<u>47,699,968</u>	<u>46,949,052</u>

EnerSys
Summary of Earnings
(In millions, except share and per share data)
(Unaudited)

	Nine fiscal months ended	
	December 31, 2006	January 1, 2006
Net sales	\$ 1,090.8	\$ 930.1
Gross profit	231.7	200.3
Operating expenses	164.0	147.1
Restructuring and other charges	—	8.6
Litigation settlement income	(3.8)	—
Operating earnings	71.5	44.6
Earnings before income taxes	47.8	28.0
Net earnings	<u>\$ 34.6</u>	<u>\$ 19.0</u>
Net earnings per common share		
Basic	<u>\$ 0.74</u>	<u>\$ 0.41</u>
Diluted	<u>\$ 0.73</u>	<u>\$ 0.41</u>
Weighted average shares outstanding		
Basic	<u>46,469,119</u>	<u>46,210,187</u>
Diluted	<u>47,538,258</u>	<u>46,738,021</u>

EnerSys will host a conference call to discuss the Company's third fiscal quarter 2007 financial results and provide an overview of the business. The call will conclude with a question and answer session.

The call, scheduled for February 8, 2007, at 9:00 a.m. Eastern Time, will be hosted by John D. Craig, Chairman, President and Chief Executive Officer and Michael T. Phillion, Executive Vice President – Finance and Chief Financial Officer.

The call will also be Webcast on EnerSys' website. There will be a free download of a compatible media player on the Company's website at <http://www.enersys.com>.

The conference call information is:

Date:	Thursday, February 8, 2007
Time:	9:00 a.m. Eastern Time
Via Internet:	http://www.enersys.com
Domestic Call-In Number:	800-299-7928
International Dial-In Number:	617-614-3926
Passcode:	40707378

A replay of the conference call will be available from 11:00 a.m. on February 8, 2007, through midnight on March 8, 2007.

The replay information is:

Via Internet:	http://www.enersys.com
Domestic Replay Number:	888-286-8010
International Replay Number:	617-801-6888
Passcode:	68380978

For more information, please contact Richard Zuidema, Executive Vice President, EnerSys, P.O. Box 14145, Reading, PA 19612-4145. Tel: 800-538-3627; Website <http://www.enersys.com>.

About EnerSys

EnerSys, the world leader in stored energy solutions for industrial applications, manufactures, distributes and services reserve power and motive power batteries, chargers, power equipment, and battery accessories to customers worldwide. Reserve power batteries are used in the telecommunications and utility industries, uninterruptible power suppliers, and numerous applications requiring standby power. Motive power batteries are utilized in electric forklift trucks and other commercial electric powered vehicles. The Company also provides aftermarket and customer support services to its customers from over 100 countries through its sales and manufacturing locations around the world.

More information regarding EnerSys can be found at <http://www.enersys.com>.
