
SECURITIES AND EXCHANGE COMMISSION

**AMENDMENT NO. 3
TO
FORM S-1**

**REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933**

ENERSYS

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

23-3058564
(I.R.S. Employer
Identification No.)

3691
(Primary Standard Industrial Classification Code Number)

EnerSys
2366 Bernville Road
Reading, PA 19605
(610) 208-1991
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Executive Vice President—Finance
Chief Financial Officer
EnerSys
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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission acting pursuant to such section 8(a) may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS (Subject to Completion)

Issued July 13, 2004

12,500,000 Shares



COMMON STOCK

EnerSys is offering 12,500,000 shares of its common stock. This is our initial public offering and no public market exists for our shares. We anticipate that the initial public offering price of our common stock will be between \$15 and \$17 per share.

We have applied to list our common stock on the New York Stock Exchange under the trading symbol "ENS".

Investing in our common stock involves risks. See "Risk Factors" beginning on page 8.

	PRICE \$	PER SHARE	
	Price to Public	Underwriting Discounts and Commissions	Proceeds to EnerSys
Per Share	\$	\$	\$
Total	\$	\$	\$

We have granted the underwriters the right to purchase up to an additional 1,875,000 shares to cover over-allotments.

As of the completion of the offering, assuming no exercise by the underwriters of their over-allotment option, investment funds affiliated with Morgan Stanley & Co. Incorporated, one of the representatives of the underwriters of this offering, will own 61.0% of our common stock.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of common stock to purchasers on _____, 2004.

MORGAN STANLEY
BANC OF AMERICA SECURITIES LLC

LEHMAN BROTHERS
WILLIAM BLAIR & COMPANY

, 2004



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You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information that is different. This prospectus may only be used where it is legal to sell these securities. The information in this prospectus may be accurate only on the date of this prospectus.

This offering of common stock is only being made to persons in the United Kingdom whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 or the UK Financial Services and Markets Act 2000 ("FSMA"), and each underwriter has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of the common stock in circumstances in which section 21(1) of FSMA does not apply to EnerSys, the issuer of such common stock. Each of the underwriters agrees and acknowledges that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the common stock in, from or otherwise involving the United Kingdom.

The EnerSys common stock may not be offered, transferred, sold or delivered to any individual or legal entity other than to persons who trade or invest in securities in the conduct of their profession or trade (which includes banks, securities intermediaries (including dealers and brokers), insurance companies, pension funds, other institutional investors and commercial enterprises which as an ancillary activity regularly invest in securities) in the Netherlands.

Until , 2004, all dealers that buy, sell or trade shares of our common stock, whether or not participating in the offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

The trademark and trade names referred to in this prospectus are the property of their respective owners.

We have provided certain statistics in this prospectus on the worldwide industrial battery business. Those statistics for North America are derived from information supplied by Battery Council International—which we refer to as BCI—and for Europe are derived from information supplied by the Association of European Storage Battery Manufacturers—which we refer to as EuroBat, and from management estimates. BCI and EuroBat are voluntary associations of battery manufacturers. BCI and EuroBat report data on a calendar-year basis. As a result, the 2003 market share data presented in this prospectus is not directly comparable to our 2003 fiscal year financial reports. In addition, BCI and EuroBat information only includes data for battery and charger sales, and does not include other products and service revenues. For geographic areas not covered by BCI or EuroBat, including South America and Asia markets, these statistics are derived from management's estimates. We believe these statistics are reasonable estimates. Market share data, however, are subject to change and cannot be verified with complete certainty due to limits on the nature, availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey of market shares.

In addition, we have provided data in this prospectus on trends in the telecommunications industry supplied by the Telecommunications Industry Association—which we refer to as TIA—from its 2004 Telecommunications Market Review and Forecast, ISBN 0-940919-48-6.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary may not contain all of the information that you should consider before deciding to invest in the shares of common stock. We urge you to read this entire prospectus carefully, including the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections and our consolidated financial statements and the notes to those statements. The terms "EnerSys," "we," "our," and "us" refer to EnerSys—which is a holding company—and its consolidated subsidiaries. We use the term "the company" when we wish to refer only to the holding company and not to EnerSys and its consolidated subsidiaries. Our fiscal year ends on March 31. References in this prospectus to a fiscal year, such as "fiscal 2004," relate to the fiscal year ended on March 31 of that calendar year. For reading ease, certain financial information is presented on a rounded basis, which may cause minor rounding differences.

EnerSys Overview

We are one of the world's largest manufacturers, marketers and distributors of industrial batteries. We also manufacture, market and distribute related products such as chargers, power equipment and battery accessories, and we provide related after-market and customer-support services for lead-acid industrial batteries. Industrial batteries generally are characterized as reserve power batteries or motive power batteries.

- **Reserve power batteries** are used to provide backup power for the continuous operation of critical telecommunications and uninterruptable power systems during power disruptions.
- **Motive power batteries** are used to power mobile manufacturing, warehousing and other ground handling equipment, primarily electric industrial forklift trucks.

For 2003, we believe that we held approximately 24% of the worldwide market share in the lead-acid industrial battery business, with market shares of 30% in North America, 30% in Europe and 5% in Asia. For 2003, we believe that our worldwide market share of reserve power batteries was approximately 20% and in motive power batteries was approximately 28%. Our net sales for fiscal 2004 were \$969.1 million, of which approximately 42% was attributable to the Americas, 53% to Europe, the Middle East and Africa, which we refer to as EMEA, and 5% to Asia. We report our financial results on a March 31 fiscal year basis.

Our reserve power batteries are marketed and sold principally under the *PowerSafe*, *DataSafe* and *Genesis* brands. Our motive power batteries are marketed and sold principally under the *Hawker*, *Exide* and *General* brands. We also manufacture and sell related direct current—DC—power products including chargers, electronic power equipment and a wide variety of battery accessories. Our battery products span a broad range of sizes, configurations and electrical capacities, enabling us to meet a wide variety of customer applications. We manufacture reserve power and motive power batteries at 19 manufacturing facilities located across the Americas, Europe and Asia and market and sell these products globally in more than 100 countries to over 10,000 customers through a network of distributors, independent representatives and an internal sales force.

We provide responsive and efficient after-market support for our products through strategically located warehouses and a company-owned service network supplemented by independent representatives.

Our Industry

The size of the worldwide industrial lead-acid battery market in 2003 was \$3.5 billion according to BCI, EuroBat and management estimates. The two key components of the industrial lead-acid battery market are reserve power batteries—a \$2.0 billion market—and motive power batteries—a \$1.5 billion market. The aerospace and defense market is an additional important sector of the battery industry, which is not included as a component of the \$3.5 billion worldwide market information above.

Reserve power batteries, also known as network, standby or stationary power batteries, are used primarily for backup power applications to ensure continuous power supply in case of main (primary) power failure or outage.

For many critical systems, power loss, even for short periods of time, can result in loss of process control, massive data loss and significant financial liability. Reserve power batteries are essential for the continuous operations of communications providers, financial institutions, computer and computer-controlled systems and electric utilities.

Motive power batteries are used primarily to provide power for electric material handling and ground handling equipment. Motive power batteries are used primarily in electric industrial forklift trucks. Motive power batteries compete primarily with propane- and diesel-powered internal combustion engines.

Our Strengths

We believe that our competitive strengths should enable us to expand our global market share and position us to achieve profitable growth. These strengths include:

- Our portfolio of leading brands with strong market positions;
- Our large installed base;
- Our global capabilities;
- Our broad range of products; and
- Our strong management team with a proven track record.

Our Strategy

Our primary business objective is to capitalize on our competitive strengths to continue to expand our global market share, increase our net sales and improve our profit margins. We intend to achieve these objectives by implementing the following strategies:

- Expand our industry-leading position;
- Continue to expand into high-growth geographic markets;
- Further penetrate high-growth end markets;
- Continue to focus on manufacturing efficiency and cost reduction programs; and
- Pursue selective acquisitions.

Additional Considerations

We operate in an extremely competitive industry and are subject to continual pricing pressure. We have been and may continue to be adversely affected by cyclical industry conditions and volatile raw materials costs. Because we use significant amounts of lead and acid in our operations, we are exposed to the risk of material environmental, health and safety liabilities. Many new energy storage technologies have been introduced, and we will need to acquire or develop products and technologies that will compete effectively in the future. For a discussion of these and other risks that you should consider before investing in our common stock, see "Risk Factors" beginning on page 8.

Our History and Recent Financing Activity

Our History

EnerSys and its predecessor companies have been manufacturers of industrial batteries for over 90 years. Morgan Stanley Capital Partners teamed with the management of Yuasa Inc. in late 2000 to acquire from Yuasa Corporation (Japan) its reserve power and motive power battery businesses in North and South America. The acquired businesses included the *Exide*, *General* and *Yuasa* brands. On January 1, 2001, we changed our name from Yuasa Inc. to EnerSys to reflect our focus on the energy systems nature of our businesses. In early 2002, we acquired the reserve power and motive power business of the Energy Storage Group, or ESG, of Invensys plc, whose principal brands were *Hawker*, *PowerSafe* and *DataSafe*.

Our Recent Recapitalization

On March 17, 2004, we completed funding for a recapitalization. Prior to the recapitalization, we had \$219.0 million of senior debt outstanding, consisting of \$177.6 million of term loans, a \$17.0 million receivables facility and a \$24.4 million revolving credit facility, with a weighted average interest rate of 4.3%. In order to extend the maturities of our outstanding debt, obtain greater financial flexibility, take advantage of favorable debt capital markets and historically low interest rates and provide liquidity to our existing stockholders, we entered into the following new financial arrangements:

- a \$100.0 million senior secured revolving credit facility;
- a \$380.0 million senior secured term loan B; and
- a \$120.0 million senior second lien term loan.

We used the proceeds of the senior secured term loan B and senior second lien term loan to refinance substantially all of our existing debt in the aggregate amount of \$219.0 million, to fund a cash payment of \$270.0 million to our existing stockholders and management and to pay transaction costs of \$11.0 million. We intend to use a portion of the proceeds of this offering to repay the full amount outstanding under the \$120.0 million senior second lien term loan and a portion of the amount outstanding under the \$380.0 million senior secured term loan B. For additional information on our new financing arrangements, see "Description of Our Credit Facilities."

Principal Executive Offices

Our principal executive offices are located at 2366 Bernville Road, Reading, PA 19605. Our telephone number at that address is (610) 208-1991.

Other Transactions and Relationships with Affiliates of the Underwriters

We have engaged in a number of transactions with, and have other relationships with, affiliates of the representatives of the underwriters of this offering.

- Bank of America, N.A., an affiliate of Banc of America Securities LLC, is a lender under the senior secured term loan B and is committed to lend under our senior secured revolving credit facility. Additionally, Bank of America, N.A. acts as administrative agent and collateral agent under our credit facilities. Morgan Stanley Senior Funding, Inc. is committed to lend under our senior secured revolving credit facility and acts as syndication agent under our credit facilities, and Lehman Commercial Paper Inc. is committed to lend under our senior secured revolving credit facility and acts as documentation agent under our credit facilities. For additional information on our credit facilities, and the compensation payable under our credit facilities to these affiliates of our underwriters, see "Description of Our Credit Facilities" and "Certain Relationships and Transactions—Relationship with Morgan Stanley."
- Prior to this offering, investment funds affiliated with Morgan Stanley, which we refer to as the Morgan Stanley Funds, owned 17,279,122 shares of preferred stock and 10,729,423 shares of common stock, representing 77.0% of our outstanding preferred stock and 97.4% of our outstanding common stock. Giving effect to this offering, assuming no exercise by the underwriters of their over-allotment option, and the conversion of all outstanding shares of preferred stock into shares of common stock, the Morgan Stanley Funds will own 28,008,545 shares of common stock, representing 61.0% of our outstanding common stock. See "Principal Stockholders."
- We have entered into a securityholder agreement with the Morgan Stanley Funds and our other principal stockholders. We have also entered into an indemnity and expense agreement with the Morgan Stanley Funds. See "Certain Relationships and Transactions" for a description of these agreements.

As a result of the Morgan Stanley Funds holding 61.0% of our outstanding shares of common stock after giving effect to this offering, and their rights under the securityholder agreement, Morgan Stanley may be deemed to control our management and policies.

THE OFFERING

Shares offered	12,500,000 shares
Shares to be outstanding after the offering	45,945,559 shares
Use of proceeds	We anticipate that we will receive net proceeds from the offering of \$181.5 million, which we will use to prepay the entire principal and accrued interest (expected to be approximately \$120 million in total based on current interest rates) and the prepayment penalty (\$2.4 million) on our \$120.0 million senior second lien term loan and to prepay a portion (\$59.1 million) of our \$380.0 million senior secured term loan B.
Proposed NYSE symbol	ENS

References in this prospectus to the number of shares offered, and the number to be outstanding after the offering, do not include:

- 1,875,000 shares that the underwriters may acquire upon exercise of their over-allotment option; and
- 7,404,234 shares subject to outstanding options at a weighted average exercise price of \$13.63 per share.

Except as otherwise indicated, all information in this prospectus gives effect to:

- an initial public offering price of \$16 per share, the mid-point of the filing range set forth on the cover page of this prospectus;
- a 28.5-for-1 stock split that occurred on July 9, 2004; and
- the conversion of all of our outstanding shares of preferred stock into an aggregate of 22,431,138 shares of common stock, effective immediately prior to the closing of the offering.

SUMMARY CONSOLIDATED FINANCIAL, OPERATING AND PRO FORMA DATA

The following tables set forth certain summary consolidated financial, operating and pro forma data. You should read the selected financial data presented below in conjunction with our consolidated financial statements and the notes to our consolidated financial statements included elsewhere in this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations." The summary consolidated financial data presented for each of the fiscal years in the three-year period ended March 31, 2004, and the balance sheet data at March 31, 2004, have been derived from our consolidated financial statements, which have been audited by Ernst & Young LLP, our independent registered public accounting firm.

The summary pro forma as adjusted consolidated statement of operations for fiscal 2004 gives effect to the new financing arrangements we entered into in March 2004, and the anticipated use of the estimated proceeds of this offering as if such transactions had taken place on April 1, 2003. The summary as adjusted consolidated balance sheet as at March 31, 2004, gives effect to the anticipated use of the estimated proceeds of this offering as if it had taken place on March 31, 2004. See "Use of Proceeds" for information regarding our computation of the estimated proceeds of this offering.

We are presenting this summary pro forma consolidated financial information for illustrative purposes only. This information is not necessarily indicative of what our operating results or financial position would have been if these transactions had taken place on the assumed dates or throughout the period presented, nor is it necessarily indicative of our future results of operations.

	Fiscal Year Ended March 31,			
	2002	2003	2004	Pro forma as adjusted 2004
	(in thousands, except per share amounts)			
Consolidated Statement of Operations Data(1):				
Net sales	\$ 339,340	\$ 859,643	\$ 969,079	\$ 969,079
Cost of goods sold	271,596	653,998	722,825	722,825
Gross profit	67,744	205,645	246,254	246,254
Operating expenses	53,463	150,618	170,412	170,412
Special charges relating to restructuring, bonuses and uncompleted acquisitions	63,345	—	21,147	9,095
Amortization	51	51	51	51
Operating (loss) earnings	(49,115)	54,976	54,644	66,696
Interest expense	13,294	20,511	20,343	21,390
Special charges relating to a settlement agreement and write-off of deferred finance costs	—	—	30,974	24,405
Other expense (income), net	1,744	(742)	(4,466)	(4,466)
(Loss) earnings before income taxes	(64,153)	35,207	7,793	25,367
Income tax (benefit) expense	(22,171)	12,355	2,957	9,460
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836	\$ 15,907
Series A convertible preferred stock dividends	(13)	(20,857)	(24,689)	—
Net (loss) earnings available to common stockholders	\$ (41,995)	\$ 1,995	\$ (19,853)	\$ 15,907
Net earnings (loss) per share				
Basic	\$ (3.81)	\$ 0.18	\$ (1.80)	\$ 0.36
Diluted	(3.81)	0.18	(1.80)	0.36
Weighted average shares outstanding				
Basic	11,014,421	11,014,421	11,014,421	43,955,941
Diluted	11,014,421	11,156,267	11,014,421	44,550,718
Pro forma (loss) earnings per share(2)				
Basic			\$ (0.73)	
Diluted			(0.73)	
Pro forma weighted average shares(2)				
Basic			27,162,421	
Diluted			27,162,421	

	Fiscal Year Ended March 31,		
	2002	2003	2004
	(in thousands)		
Consolidated Cash Flow Data:			
Net cash provided by operating activities	\$ 21,068	\$ 55,438	\$ 39,192
Net cash used in investing activities	(335,951)	(12,923)	(26,981)
Net cash provided by (used in) financing activities	314,795	(8,209)	(39,989)
Other Operating Data:(1)			
Capital expenditures	\$ 12,944	\$ 23,623	\$ 28,580
EBITDA(3)	(39,563)	91,651	65,175
Special charges related to restructuring, bonuses, uncompleted acquisitions, a settlement agreement and write-off of deferred finance costs(4)	63,345	—	52,121
	As of March 31, 2004		
	Actual	As adjusted	
	(in thousands)		

Consolidated Balance Sheet Data:

Cash and cash equivalents	\$ 17,207	\$ 17,207
Working capital	134,727	137,778
Total assets	1,151,068	1,146,820
Total debt	511,303	332,203
Preferred stock	7	—
Total stockholders' equity	239,302	416,614

(1) Includes the results of operations of ESG for the full years for fiscal 2003 and fiscal 2004, but only for nine days in fiscal 2002.

(2) Reflects pro forma share data giving effect to the increase of 16,148,000 shares, which represents the number of shares that, when multiplied by an assumed offering price of \$16, is sufficient to replace the capital in excess of earnings as a result of the distribution to stockholders of \$258.4 million in connection with our recapitalization.

(3) EBITDA is defined as earnings before interest expense, income tax expense, depreciation and amortization. EBITDA is not a measure of financial performance under accounting principles generally accepted in the United States and should not be considered an alternative to net earnings or any other measure of performance under accounting principles generally accepted in the United States as a measure of performance or to cash flows from operating, investing or financing activities as an indicator of cash flows or as a measure of liquidity. EBITDA has its limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under generally accepted accounting principles. Some of these limitations are:

- it does not reflect our cash expenditures for capital expenditures or contractual commitments;
- it does not reflect the impact of changes in effective tax rates or the use of net operating losses;
- although depreciation and amortization are non-cash charges, the assets being depreciated or amortized often will have to be replaced and EBITDA does not reflect the cash requirements for such replacements;
- it does not reflect changes in, or cash requirements for, our working capital requirements; and
- it does not reflect the cash necessary to make payments of interest or principal on our indebtedness.

Because of these limitations, EBITDA should not be considered as a measure of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying on our GAAP results as well as on our EBITDA and by carefully budgeting our projected cash requirements for interest, capital expenditures and taxes.

Our calculation of EBITDA may be different from the calculations used by other companies, and therefore comparability may be limited. Certain financial covenants in our senior secured credit facility and our senior second lien credit facility are based on EBITDA, subject to adjustments, and therefore EBITDA for purposes of these financial covenants is calculated differently from EBITDA

as shown above. Depreciation and amortization in this table excludes amortization of deferred financing costs, which is included in interest expense.

The following table provides a reconciliation of EBITDA to net earnings (loss):

	Fiscal Year Ended March 31,		
	2002	2003	2004
	(in thousands)		
EBITDA	\$ (39,563)	\$ 91,651	\$ 65,175
Depreciation and amortization	11,296	35,933	37,039
Interest expense	13,294	20,511	20,343
Income tax (benefit) expense	(22,171)	12,355	2,957
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836

We have included EBITDA primarily as a performance measure because management uses it as a key measure of our performance and ability to generate cash necessary to meet our future requirements for debt service, capital expenditures, working capital and taxes. Management also uses EBITDA to measure our compliance with important financial covenants under our credit facilities and to analyze our performance against our key public-company competitors, recognizing that the different ways in which different companies calculate EBITDA limits its usefulness as a measure of comparability.

- (4) Special charges are discussed in detail in the notes to our consolidated financial statements and in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The fiscal 2002 charges were primarily for the closures of a plant and certain other locations in the U.S. and our South American operations. The charges in fiscal 2004 related primarily to a settlement with Invensys, the recapitalization in March 2004 and costs of uncompleted acquisition attempts.

RISK FACTORS

You should carefully consider the risks described below before investing in our common stock. Our business is also subject to the risks that affect many other companies, such as technological obsolescence, labor relations and geopolitical events.

Risks Relating to Our Business

We operate in an extremely competitive industry and are subject to continual pricing pressure.

We compete with a number of major domestic and international manufacturers and distributors of reserve and motive power lead-acid batteries, as well as a large number of smaller, regional competitors. Due to excess capacity in some sectors of our industry, consolidation among industrial battery purchasers and the financial difficulties being experienced by several of our competitors, we have been subjected to continual and significant pricing pressures. These pricing pressures have prevented us from being able to raise prices in response to increased costs and have resulted in overall pricing that has been flat to slightly down in the Americas and Europe. Prices in Asia declined approximately 10% in fiscal 2004. We anticipate heightened competitive pricing pressure as Chinese and other foreign producers, able to employ labor at significantly lower costs than producers in the U.S. and Western Europe, expand their export capacity and increase their marketing presence in our major U.S. and European markets. Several of our competitors have strong technical, marketing, sales, manufacturing, distribution and other resources, as well as significant name recognition, established positions in the market and long-standing relationships with original equipment manufacturers and other customers. In addition, certain of our competitors own lead smelting facilities which, during periods of lead cost increases or price volatility, may provide a competitive pricing advantage and reduce their exposure to volatile raw material costs. Our ability to maintain and improve our operating margins has depended, and continues to depend, on our ability to control and reduce our costs. We cannot assure you that we will be able to continue to reduce our operating expenses, to raise or maintain our prices or increase our unit volume, in order to maintain or improve our operating results.

Cyclical industry conditions have adversely affected and may continue to adversely affect our results of operations.

Our operating results are affected by the general cyclical pattern of the industries in which our major customer groups operate and the overall economic conditions in which we and our customers operate. For example, the significant capital expenditures made by the telecommunications industry during the period from fiscal 1999 through fiscal 2001, as numerous companies expanded their systems and installed standby backup battery power systems, drove demand for our reserve power products. As the telecommunications industry dramatically reduced building new systems in response to massive overcapacity, the demand for our reserve power products for this important application declined significantly. Both our reserve power and motive power segments are heavily dependent on the end-user markets they serve, such as telecommunications, uninterruptible power systems and electric industrial forklift trucks. A weak capital expenditure environment in these markets has had and can be expected to have a material adverse effect on our results of operations.

Our raw materials costs are volatile and expose us to significant movements in our product costs.

We employ significant amounts of lead, plastics, steel, copper and other materials in our manufacturing processes. We estimate that raw materials costs account for approximately half of our cost of goods sold. Lead is our most significant raw material. The costs of these raw materials, particularly lead, are volatile and beyond our control. For example, average lead prices have increased from \$0.2053 per pound during fiscal 2003 to \$0.2773 per pound during fiscal 2004. The spot price of lead was \$0.4200 at July 9, 2004.

Volatile raw materials costs can significantly affect our operating results and make period-to-period comparisons extremely difficult. We cannot assure you that we will be able to hedge our raw material requirements at a reasonable cost or to pass on to our customers the increased costs of our raw materials.

Our operations expose us to the risk of material environmental, health and safety liabilities, costs, and litigation.

In the manufacture of our products throughout the world, we process, store, dispose of and otherwise use large amounts of hazardous materials, especially lead and acid. As a result, we are subject to extensive and changing environmental, health and safety laws and regulations governing, among other things: the generation, handling, storage, use, transportation and disposal of hazardous materials; remediation of polluted ground or water; emissions or discharges of hazardous materials into the ground, air or water; and the health and safety of our employees. Compliance with these laws and regulations results in ongoing costs. Failure to comply with these laws or regulations, or to obtain or comply with required environmental permits, could result in fines, criminal charges or other sanctions by regulators. From time to time we have had instances of alleged or actual noncompliance that have resulted in the imposition of fines, penalties and required corrective actions. Our ongoing compliance with environmental, health and safety laws, regulations and permits could require us to incur significant expenses, limit our ability to modify or expand our facilities or continue production and require us to install additional pollution control equipment and make other capital improvements. In addition, private parties, including current or former employees, could bring personal injury or other claims against us due to the presence of, or exposure to, hazardous substances used, stored or disposed of by us or contained in our products.

Certain environmental laws assess liability on owners or operators of real property for the cost of investigation, removal or remediation of hazardous substances at their current or former properties or at properties at which they have disposed of hazardous substances. These laws may also assess costs to repair damage to natural resources. We may be responsible for remediating damage to our properties that was caused by former owners. Soil and groundwater contamination has occurred at some of our current and former properties and may occur or be discovered at other properties in the future. We are currently investigating and monitoring soil and groundwater contamination at certain of our properties, and we may be required to conduct these operations at other properties in the future. In addition, we have been and in the future may be liable to contribute to the cleanup of locations owned or operated by other persons to which we or our predecessor companies have sent wastes for disposal, pursuant to federal and other environmental laws. Under these laws, the owner or operator of contaminated properties and companies that generated, disposed of or arranged for the disposal of wastes sent to a contaminated disposal facility can be held jointly and severally liable for the investigation and cleanup of such properties, regardless of fault.

Capital expenditures associated with environmental compliance were approximately \$0.2 million, \$1 million and \$2.7 million in fiscal 2002, 2003 and 2004, respectively. Our operating expenses associated with environmental, health and safety compliance are incorporated into our general operating expenses and are not separately quantified. However, we believe that we have not incurred material operating expenses associated with environmental, health and safety compliance over the last three fiscal years.

We cannot assure you that we have been or at all times will be in compliance with environmental laws and regulations or that we will not be required to expend significant funds to comply with, or discharge liabilities arising under, environmental laws, regulations and permits, or that we will not be exposed to material environmental, health or safety litigation.

In addition, recent legislation proposed by the European Union may affect us and the lead-acid battery industry. In November 2003, the European Commission issued a Directive that recommends the elimination of mercury in batteries and the reclamation of spent lead and cadmium batteries for recycling (a "closed-loop" life cycle). On April 20, 2004, the European Parliament approved legislation that would effectively ban lead and cadmium in batteries as well as mercury, with the exception of batteries for which no suitable alternatives exist. While we do not believe that such alternatives currently exist, a suitable

substitute for lead-acid batteries may be identified or developed. In response to the vote of the European Parliament, the European Commission stated it would not endorse a ban on lead or cadmium in batteries and affirmed its original proposal for closed-loop recycling regulations. The European Council, the main decision-making body of the European Union, is expected to comment on the new battery Directive within the coming months. We cannot predict whether the Council will adopt the view of the Parliament or the Commission. Enactment and implementation of the European Parliament's Directive by the Member States could have a material adverse effect on our business, results of operations and financial condition.

We are exposed to exchange rate risks, and our net income and financial condition may suffer due to currency translations.

We invoice foreign sales and service transactions in local currencies, using actual exchange rates during the period. We translate our non-U.S. assets and liabilities into U.S. dollars using current rates as of the balance sheet date. Because a significant portion of our revenues and expenses are denominated in foreign currencies, changes in exchange rates between the U.S. dollar and foreign currencies, primarily the euro, British pound and Chinese renminbi, may adversely affect our revenue, cost of revenue and operating margins. For example, foreign currency depreciation against the U.S. dollar will reduce the value of our foreign revenues and operating earnings. Foreign currency depreciation against the U.S. dollar will result in a reduction of our net investment in foreign subsidiaries.

Most of the risk of fluctuating foreign currencies is in our European operations, which comprised approximately half of our net sales during the last two fiscal years. The euro is the dominant currency in our European operations. The 14% appreciation in the value of the euro compared to the dollar during fiscal 2003 and 18% during fiscal 2004 had a significant impact on our reported results. Our sales in Europe were translated to the dollar at a rate 14.0% higher in fiscal 2003 than they would have been had the sales been translated at average exchange rates in effect in fiscal 2002, representing an increase of approximately \$53.5 million; and were translated at a rate 17.0% higher in fiscal 2004 compared to average exchange rates in fiscal 2003, representing an increase of approximately \$74 million.

The impact of currency changes on our operating earnings is substantially similar as the impact on net sales. In fiscal 2003, operating earnings in Europe were approximately 17% higher than they would have been if translated at average exchange rates in fiscal 2002, representing an increase of approximately \$4 million. In fiscal 2004, operating earnings in Europe were approximately 16% higher than they would have been if translated at the average exchange rates in fiscal 2003, representing an increase of approximately \$5 million.

The translation impact from currency fluctuations on net sales and operating earnings in the Americas and Asia is minimal, as virtually all net sales and operating earnings are in dollars or are pegged to the dollar.

Foreign currency depreciation will make it more expensive for our non-U.S. subsidiaries to purchase certain of our raw material commodities that are priced globally in U.S. dollars. Significant movements in foreign exchange rates can have a material impact on our results of operations and financial condition. We do not engage in significant hedging of our foreign currency exposure and cannot assure you that we would be able to hedge our foreign currency exposures at a reasonable cost.

Our international operations may be adversely affected by actions taken by foreign governments or other forces or events over which we may have no control.

We currently have significant manufacturing and distribution facilities outside of the U.S., including in the United Kingdom, France, Germany, China, Mexico, Poland, Spain, Italy and Canada. We may face political instability and economic uncertainty, cultural and religious differences and difficult labor relations in our foreign operations. We also may face barriers in the form of long-standing relationships between potential customers and their existing suppliers, national policies favoring domestic manufacturers and protective regulations including exchange controls, restrictions on foreign investment or the repatriation of profits or invested capital, changes in export or import restrictions and changes in the tax system or rate of

taxation in countries where we do business. We cannot assure you that we will be able successfully to develop and expand our international operations and sales or that we will be able to overcome the significant obstacles and risks of our international operations.

Our failure to introduce new products and product enhancements and broad market acceptance of new technologies introduced by our competitors could adversely affect our business.

Many new energy storage technologies, other than lead-acid, have been introduced over the past several years. In addition, recent advances in fuel cell and flywheel technology have been introduced for use in selected applications that compete with the end uses for lead-acid industrial batteries. For many important and growing markets, such as aerospace and defense, lithium-based battery technologies have large and growing market shares and lead-acid technologies have decreasing market shares. Our ability to achieve significant and sustained penetration of key developing markets, including aerospace and defense, will depend upon our success in developing or acquiring these and other technologies, either independently, through joint ventures or through acquisitions. If we fail to develop or acquire, and to manufacture and sell, products that satisfy our customers' demands, or if we fail to respond effectively to new product announcements by our competitors by quickly introducing competitive products, market acceptance of our products could be reduced and our business could be adversely affected. We cannot assure you that our products will remain competitive with products based on technologies other than lead-acid.

We may not be able adequately to protect our proprietary intellectual property and technology.

We rely on a combination of copyright, trademark, patent and trade secret laws, non-disclosure agreements and other confidentiality procedures and contractual provisions to establish, protect and maintain our proprietary intellectual property and technology and other confidential information. Certain of these technologies, especially in thin plate pure lead—TPPL—technology, are important to our business and are not protected by patents. For fiscal 2004, our net sales of products using TPPL technology were approximately \$125 million. Despite our efforts to protect our proprietary intellectual property and technology and other confidential information, unauthorized parties may attempt to copy or otherwise obtain and use our intellectual property and proprietary technologies.

We may lose our right to use the *Exide* trademark.

Exide Technologies, during the course of its Chapter 11 proceedings, has sought to reject certain agreements related to the 1991 sale of Exide Technologies' industrial battery business to Yuasa, including the exclusive, perpetual, worldwide and transferable license to use the *Exide* name on industrial batteries that we acquired in the Yuasa purchase. If the court were to find in favor of Exide Technologies, our license to use the *Exide* name could be terminated.

The *Exide* trade name is one of our better-known brands. Our *Exide*-branded batteries represented approximately 12% of our net sales for fiscal 2004. We introduced testimony in the court proceedings from an expert witness who estimated that we would suffer damages of approximately \$60 million over a seven-year period from price erosion, profit on lost sales and incremental rebranding expense in the event that the license were terminated. This expert's assessment of our damages assumed, contrary to our current belief, that the court would not delay the effective date of the termination.

As with any litigation, the outcome of this proceeding is uncertain. We cannot assure you that we will retain the right to use the *Exide* brand, even for a brief period of time, upon the resolution of this dispute by the court.

Relocation of our customers' operations could adversely affect our business.

The trend by a number of our North American and Western European customers to move manufacturing operations and expand their businesses into Asia and other low labor-cost markets may have an adverse impact on our business. As our customers in traditional manufacturing-based industries

seek to move their manufacturing operations to lower-cost territories, there is a risk that these customers will source their energy storage products from competitors located in those territories and will cease or reduce the purchase of products from our manufacturing plants. We cannot assure you that we will be able to compete effectively with manufacturing operations of energy storage products in those territories, whether by establishing or expanding our manufacturing operations in those lower-cost territories or acquiring existing manufacturers.

We may fail to implement our cost reduction initiatives successfully and improve our profitability.

We must continue to implement cost reduction initiatives to achieve additional cost savings in future periods. We cannot assure you that we will be able to achieve all of the cost savings that we expect to realize from current or future initiatives. In particular, we may be unable to implement one or more of our initiatives successfully or we may experience unexpected cost increases that offset the savings that we achieve. Given the continued competitive pricing pressures experienced in our industry, our failure to realize cost savings would adversely affect our results of operations.

Quality problems with our products could harm our reputation and erode our competitive position.

The success of our business will depend upon the quality of our products and our relationships with customers. In the event that our products fail to meet our customers' standards, our reputation could be harmed, which would adversely affect our marketing and sales efforts. We cannot assure you that our customers will not experience quality problems with our products.

We offer our products under a variety of brand names, the protection of which is important to our reputation for quality in the consumer marketplace.

We rely upon a combination of trademark, licensing and contractual covenants to establish and protect the brand names of our products. We have registered many of our trademarks in the U.S. Patent and Trademark Office and in other countries. In many market segments, our reputation is closely related to our brand names. Monitoring unauthorized use of our brand names is difficult, and we cannot be certain that the steps we have taken will prevent their unauthorized use, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the U.S. We cannot assure you that our brand names will not be misappropriated or utilized without our consent or that such actions will not have a material adverse effect on our reputation and on our results of operations.

We may fail to implement our plans to make acquisitions.

As part of our business strategy, we have grown, and plan to continue growing, by acquiring other product lines, technologies or facilities that complement or expand our existing business. We may be unable to implement this part of our business strategy and may not be able to make acquisitions to continue our growth. There is significant competition for acquisition targets in the industrial battery industry. We may not be able to identify suitable acquisition candidates or negotiate attractive terms. In addition, we may have difficulty obtaining the financing necessary to complete transactions we pursue. In that regard, our credit facilities restrict the amount of additional indebtedness that we may incur to finance acquisitions and place other restrictions on our ability to make acquisitions. Our failure to execute our acquisition strategy could have a material adverse effect on our business. The amounts we may pay for acquisitions are subject to limits on individual transactions and aggregate limits over the term of the credit facilities—until 2011 under the senior secured credit facility and until 2012 if we do not prepay in full the senior second lien credit facility. Our individual transaction limits are \$25.0 million cash and \$75.0 million total (cash and company stock), and our aggregate limits are \$100.0 million cash and \$200.0 million total. Our ability to incur additional indebtedness also is restricted such that any significant acquisitions that could not be financed through cash generated from operations would need to be financed through issuance of additional company common stock. Exceeding any of these limitations would require the consent of our lenders. We cannot assure you that our acquisition strategy will be successful.

Any acquisitions that we complete may dilute your ownership interest in EnerSys, may have adverse effects on our financial condition and results of operations and may cause unanticipated liabilities.

Future acquisitions may involve the issuance of our equity securities as payment, in part or in full, for the businesses or assets acquired. Any future issuances of equity securities would dilute your ownership interests. In addition, future acquisitions might not increase, and may even decrease, our earnings or earnings per share and the benefits derived by us from an acquisition might not outweigh or might not exceed the dilutive effect of the acquisition. We also may incur additional debt or suffer adverse tax and accounting consequences in connection with any future acquisitions.

Where we are successful in completing acquisitions, we might experience difficulties in integrating the acquired business or assets. Acquisitions can entail planned write-offs and charges, as we attempt to realize synergies and cost reductions by restructuring our businesses to maximize the benefits of an acquisition, such as a portion of the special charges we recorded in fiscal 2002 in connection with the acquisition of ESG from Invensys. Acquisitions might result in unanticipated liabilities, unforeseen expenses and distraction of management time and attention. We recorded a charge of \$24.4 million in fiscal 2004 to reflect a settlement of a number of issues with Invensys relating to the ESG acquisition, \$20.0 million of which was attributable to the repayment of the notes we issued to Invensys—which we refer to as seller notes—in payment of a portion of the purchase price of ESG.

Implementation of a new enterprise resource planning system could adversely affect our operations.

We are considering the implementation of a new enterprise resource planning (ERP) system in certain of our locations over the next five years to integrate the separate systems that we currently employ. An ERP system automates various business tasks including accounting, distribution and sales. Successful implementation of this system will be critical to our cost reduction initiatives and to our ability to comply with the financial reporting and internal audit compliance obligations of a public company. Integration and conversion of information from the systems to be replaced by this new system will significantly affect many aspects of our business, including our accounting, operations, purchasing, sales, marketing, and administrative functions, and could disrupt our business, distract management and increase our costs. If we were to experience difficulties or delays in the implementation of this new system, our ability to provide products to our customers on a timely basis could be adversely affected, which would harm our operating results and relationships with our customers. Additionally, any integration difficulties or delays could adversely affect the processing and reporting of our accounting and financial results. There can be no assurance that we would be able to correct any such difficulties or problems on a timely basis. Furthermore, there can be no assurance that, once successfully implemented, the new system will provide the intended benefits or that it will be adequate to support our operational needs.

We cannot assure you that we have implemented all required corporate governance and accounting practices and policies, including those required by the Sarbanes-Oxley Act and applicable SEC rules.

Prior to this offering, as a privately-held company, we were not subject to any of the corporate governance and financial reporting practices and policies required of a publicly-traded company. We are in the process of implementing controls and procedures, including those contemplated by Section 404 of the Sarbanes-Oxley Act, but cannot assure you that we will be able to implement our audit controls and procedures in a timely manner, or that they will comply with all of our required corporate governance and financial reporting obligations.

The process of designing and implementing effective internal controls and procedures is an ongoing effort that requires us to anticipate and react to changes in our business as well as the economic and regulatory environments in which we operate. Upon completion of this offering, we will be required to expend significant resources to design and maintain a system of internal controls that is adequate to satisfy

our reporting obligations as a public company. Implementation of corporate governance and financial reporting practices and policies could disrupt our business, distract our management and employees and increase our costs. If we fail to develop and maintain effective controls and procedures, we may be unable to provide required financial information in a timely and reliable manner or satisfy our reporting obligations as a public company.

Risks Relating to Our Substantial Debt and Our Liquidity

Our substantial indebtedness could adversely affect our financial condition.

We have a significant amount of debt. On an as adjusted basis, giving effect to the recapitalization that occurred on March 17, 2004, and our anticipated use of the estimated proceeds of this offering, we would have had \$332.2 million of debt outstanding on March 31, 2004, our debt to total capitalization on March 31, 2004, would have been 44% and our interest expense for fiscal 2004 would have been \$21.4 million. Our significant amount of debt could have important consequences to our stockholders. For example, it could:

- increase our vulnerability to adverse general economic and industry conditions, including interest rate fluctuations, because a significant portion of our borrowings bear and will continue to bear interest at floating rates;
- require us to dedicate a substantial portion of our cash flow from operations to debt service payments, which would reduce the availability of our cash to fund working capital, capital expenditures or other general corporate purposes, including acquisitions;
- limit our flexibility in planning for, or reacting to, changes in our business and industry;
- restrict our ability to introduce new products or new technologies or exploit business opportunities;
- place us at a disadvantage compared with competitors that have proportionately less debt;
- limit our ability to borrow additional funds in the future, if we need them, due to financial and restrictive covenants in our debt agreements; and
- have a material adverse effect on us if we fail to comply with the financial and restrictive covenants in our debt agreements.

We cannot assure you that we will generate sufficient cash flow to meet our debt service requirements, to fund our operations and meet our business plan, to take advantage of opportunities to acquire other businesses or to develop new products or penetrate new markets.

Restrictive covenants in our debt instruments may adversely affect us.

Our financing arrangements contain a number of financial covenants, such as interest coverage and leverage ratios, and restrictive covenants that limit the amount of debt we can incur and restrict our ability to pay dividends or make other payments in connection with our capital stock, make acquisitions or investments, make capital expenditures, enter into sale/leaseback transactions, sell, buy or pledge assets and prepay debt. See "Description of Our Credit Facilities—Covenants" for a discussion of these covenants.

Our ability to comply with these financial covenants can be affected by events beyond our control, and we cannot assure you that we will be able to comply with those covenants. A breach of any of these covenants could result in a default under our financing arrangements. Upon the occurrence of an event of default under any of our financing arrangements, the lenders could elect to declare all amounts outstanding thereunder to be immediately due and payable and terminate all commitments to extend further credit. If the lenders accelerate the repayment of borrowings, we cannot assure you that we would have sufficient assets to repay the amounts due. Certain defaults, or the acceleration of any repayment obligation, under any of our material debt instruments would permit the holders of our other material debt to accelerate our obligations with respect to such other material debt.

Risks Relating to the Offering

Morgan Stanley controls us and its interests could be in conflict with the interests of other stockholders.

After giving effect to the offering, the Morgan Stanley Funds will own approximately 61.0% of our outstanding common stock. Two of our directors, Messrs. Hoffer and Fry, and two of our director nominees, Messrs. Hoffman and Elliott, are employees of Morgan Stanley. As a result of the Morgan Stanley Funds' ownership interest in us, Morgan Stanley may be deemed to control our management and policies. In addition, Morgan Stanley may be deemed to control all matters requiring stockholder approval, including the election of our directors, the adoption of amendments to our certificate of incorporation and the approval of mergers and sales of all or substantially all our assets. Circumstances could arise under which the interests of Morgan Stanley could be in conflict with the interests of our other stockholders.

Certain of our underwriters may have conflicts of interest because an affiliate of one of the underwriters will receive part of the proceeds of this offering and because affiliates of another of the underwriters own a majority of our outstanding common shares.

One of the representatives of the underwriters—Banc of America Securities LLC—is affiliated with a lender under our credit facilities. We expect to use substantially all of the net proceeds of this offering to repay outstanding indebtedness under our credit facilities, including approximately \$2.3 million that will be payable with respect to indebtedness owed to Bank of America, N.A., an affiliate of Banc of America Securities LLC. As a result, this underwriter may have a conflict of interest.

In addition, another of the representatives of the underwriters—Morgan Stanley & Co. Incorporated—may have a conflict of interest because of the ownership of a majority of our outstanding common shares by investment funds affiliated with Morgan Stanley.

We are a "controlled company" for purposes of the New York Stock Exchange listing requirements and therefore will opt out of certain corporate governance requirements.

Because Morgan Stanley Dean Witter Capital Partners IV, L.P., one of the Morgan Stanley Funds, which we refer to as MSCP IV, and our other existing institutional stockholders, will continue to hold more than 50% of the voting power of EnerSys after giving effect to the offering, we are a "controlled company" for purposes of the New York Stock Exchange listing requirements. As such, we have opted out of several of the NYSE's corporate governance requirements. Among other things, this means that our Board of Directors, our compensation committee and our nominating and corporate governance committee are not required to be independent. Morgan Stanley is acting as one of the representatives of the underwriters of this offering.

If a significant number of shares of our common stock are sold into the market following this offering, the market price of our common stock could significantly decline, even if our business is doing well.

If a trading market develops for our common stock, the Morgan Stanley Funds, investment funds affiliated with J.P. Morgan, which we refer to as the J.P. Morgan Funds, certain entities affiliated with GM, which we refer to as the GM Stockholders, and Messrs. Craig, Phillion, McManus, Zuidema and Shea, who will collectively own 72.8% of our shares upon completion of the offering, may elect to sell their shares of our common stock or exercise their stock options in order to sell the stock underlying their options. Sales of a substantial number of shares of our common stock in the public market after this offering could depress the market price of our common stock and impair our ability to raise capital through the sale of additional equity securities. Officers, directors, stockholders and optionholders owning substantially all of our shares, have agreed, subject to exceptions, that, without the prior written consent of the underwriters, they will not, directly or indirectly, sell any of these shares or exercise any of their options for 180 days after the date of this prospectus, subject to certain extensions. These agreements, however, can be waived by Morgan Stanley and Lehman Brothers in their sole discretion.

Our stock price could be volatile and your investment in our common stock could suffer a decline in value.

There currently is no public market for our common stock. An active trading market for our common stock may not develop. If a trading market does develop, our stock price could be volatile. You may be unable to resell the common stock you buy at or above the initial public offering price. We will establish the initial public offering price through our negotiations with the representatives of the underwriters. You should not view the price they and we establish as any indication of the price that will prevail in the trading market.

The price at which shares of common stock are sold in the offering is significantly higher than our net tangible book value per share.

The public offering price of our shares of common stock is significantly higher than the net tangible book value per share of our common stock. Purchasers of our common stock in this offering will experience immediate and substantial dilution in pro forma net tangible book value of \$15.25 per share. Additional book value dilution is likely to occur upon the exercise of options. To the extent we raise additional capital by issuing equity securities, our stockholders may experience further substantial book value dilution.

SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this prospectus, primarily in the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." Forward-looking statements include the information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, potential growth opportunities and the effects of future regulation and competition. Generally, you can identify these statements because they use words like "anticipates," "believes," "estimates," "expects," "future," "intends," "plans" or the negative of such terms or similar terms. These statements are only our current expectations. They are based on our management's beliefs and assumptions and on information currently available to our management.

Forward-looking statements involve risks, uncertainties and assumptions. Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy. Actual results may differ materially from those expressed in these forward-looking statements due to a number of uncertainties and risks, including the risks described in this prospectus and other unforeseen risks. You should not put undue reliance on any forward-looking statements.

We undertake no obligation to update forward-looking statements after we distribute this prospectus except as may be required under the federal securities laws.

USE OF PROCEEDS

We estimate that the net proceeds of the sale of the 12,500,000 shares of common stock that we are selling in this offering will be \$181.5 million, based on an assumed initial public offering price of \$16 per share, the mid-point of the range on the front cover of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' over-allotment option is exercised in full, we estimate that we will receive net proceeds of \$209.5 million.

We currently anticipate that we will use approximately \$122.4 million of the net proceeds to prepay the entire principal, interest and prepayment penalty due on our \$120.0 million senior second lien term loan and approximately \$59.1 million to prepay a portion of the \$379.0 million currently outstanding under our senior secured term loan B. We entered into the \$120.0 million senior second lien term loan and the \$380.0 million senior secured term loan B on March 17, 2004. The principal of the senior second lien term loan is due in a single installment on March 17, 2012, and bears interest either at a LIBOR rate plus 5% or a floating base rate determined by the lender plus 4%. The principal of the senior secured term loan B is subject to scheduled quarterly amortization of 0.25% of the initial principal amount, payable in arrears, for the first 6.75 years, and 93.25% of the initial principal in the final quarter of the seventh year, and bears interest either at a LIBOR rate plus a variable interest rate margin or a floating base rate determined by the lender plus a variable interest rate margin.

We used the proceeds of these loans to refinance substantially all of our existing debt and pay accrued interest in the aggregate amount of \$219.0 million, to pay fees and expenses of \$11.0 million in connection with the new credit facilities and to make a cash payment in the aggregate amount of \$270.0 million of which \$258.4 million was distributed to our preferred and common stockholders, pro rata in accordance with their stockholdings, and \$11.6 million was paid to management in the form of one-time bonuses. The purpose of the bonuses was to treat management equitably with other stockholders, by providing for a cash distribution to each individual based on the aggregate in-the-money value of his or her vested options. For additional information on these credit facilities including their terms and the use of their proceeds, see "Description of our Credit Facilities."

DIVIDEND POLICY

We do not anticipate declaring or paying any cash dividends in the foreseeable future. The timing and amount of future cash dividends, if any, would be determined by our Board of Directors and would depend upon our earnings, financial condition and cash requirements at the time. See "Description of our Credit Facilities" for a discussion of restrictions in our credit facilities that may limit our ability to pay cash dividends in the future.

In connection with our recent recapitalization on March 17, 2004, we distributed \$258.4 million to our existing stockholders, pro rata on the basis of their relative ownership interests in the company. We do not intend to make similar distributions in the future.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and our consolidated capitalization at March 31, 2004:

- on an actual basis; and
- as adjusted to give effect to the following:
 - the automatic conversion of all outstanding shares of our preferred stock into 22,018,294 shares of our common stock immediately prior to the closing of this offering;
 - the sale of 12,500,000 shares at an assumed initial public offering price of \$16 per share, the midpoint of the range on the cover of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us; and
 - the use of proceeds to prepay the principal of and accrued interest and prepayment penalty on our \$120.0 million senior second lien term loan and approximately \$59.1 million to prepay a portion of the amount outstanding under our \$380.0 million senior secured term loan B.

You should read this table in conjunction with our consolidated financial statements and the notes thereto included elsewhere in this prospectus.

	March 31, 2004	
	Actual	As Adjusted
	(In thousands)	
Cash and cash equivalents	\$ 17,207	\$ 17,207
Debt		
Revolving credit facility	—	—
Senior secured term loan B	380,000	320,900
Senior second lien term loan	120,000	—
Capital lease and other obligations	11,303	11,303
Total debt	511,303	332,203
Stockholders' equity		
Preferred Stock, 665,883 shares outstanding as of March 31, 2004, 0 shares, as adjusted, par value \$0.01 per share.	7	—
Common Stock, 11,014,421 shares outstanding as of March 31, 2004, 45,532,715 shares, as adjusted, par value \$0.01 per share.	110	455
Paid-in-capital	188,766	369,928
Retained earnings (deficit)	(8,839)	(13,027)
Accumulated other comprehensive income	59,258	59,258
Total stockholders' equity	239,302	416,614
Total capitalization	\$ 750,605	\$ 748,817

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

Our audited consolidated financial statements for fiscal 2004 are included elsewhere in this prospectus. The unaudited pro forma consolidated financial information presented herein should be read together with those financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

The unaudited pro forma consolidated financial information has been provided to enable readers to understand our historical financial results in relation to our recent recapitalization that occurred on March 17, 2004, and the sale of our common stock offered by this prospectus.

Our historical March 31, 2004, balance sheet already reflects the financial impact of the recapitalization. We prepared the unaudited consolidated pro forma balance sheet to reflect the offering as if it had occurred on March 31, 2004. We prepared the unaudited pro forma consolidated statements of operations to reflect the recapitalization and the offering of our common stock as if such events had occurred on April 1, 2003.

The pro forma consolidated balance sheet data at March 31, 2004, and statement of operations data for fiscal 2004, give effect to the recapitalization, the sale of 12,500,000 shares of our common stock at an assumed public offering price of \$16 per share and the conversion of our preferred stock into 22,018,294 shares of our common stock immediately prior to the closing of this offering, along with the anticipated use of the estimated proceeds from this offering to prepay indebtedness and for other general corporate purposes.

We have excluded \$18.6 million of special charges, which includes \$6.6 million in deferred finance costs, \$11.6 million in one-time bonus payments to management and a related \$0.4 million payroll charge in connection with the recapitalization, from our pro forma results of operations for fiscal 2004. For additional information on these one-time bonus payments, see "Use of Proceeds" and "Management—Executive Compensation."

Certain information normally included in financial statements prepared in accordance with generally accepted accounting principles in the U.S. has been omitted pursuant to the rules and regulations of the SEC. The pro forma consolidated statement of operations data for fiscal 2004 are not necessarily indicative of results that would have occurred had the recapitalization and this offering been completed on April 1, 2003, and should not be construed as being representative of future results of operations. Likewise, the pro forma consolidated balance sheet data at March 31, 2004, is not necessarily indicative of our financial position at March 31, 2004, had the offering been completed on March 31, 2004.

	Historical	Recapitalization adjustments	Pro forma for recapitalization (unaudited)	Offering adjustments	Pro forma for recapitalization and as adjusted for offering(8)
(in thousands, except per share data)					
Pro Forma Consolidated Statement of Operations:					
Net sales	\$ 969,079	\$ —	\$ 969,079	\$ —	\$ 969,079
Cost of goods sold	722,825	—	722,825	—	722,825
Gross profit	246,254	—	246,254	—	246,254
Operating expenses	170,412	—	170,412	—	170,412
Special charges relating to restructuring, bonuses and uncompleted acquisitions	21,147	(12,052)(1)	9,095	—	9,095
Amortization expense	51	—	51	—	51
Operating earnings	54,644	12,052	66,696	—	66,696
Interest expense	20,343	11,034 (2)	31,377	(9,987) (5)	21,390
Special charges relating to a settlement agreement and write-off of deferred finance costs	30,974	(6,569)(3)	24,405	—	24,405
Other (income) expense, net	(4,466)	—	(4,466)	—	(4,466)
Earnings before income taxes	7,793	7,587	15,380	9,987	25,367
Income tax expense	2,957	2,807 (4)	5,764	3,696 (6)	9,460
Net earnings	\$ 4,836	\$ 4,780	\$ 9,616	\$ 6,291	\$ 15,907
Series A convertible preferred stock dividend	(24,689)	—	(24,689)	24,689	—
Net (loss) earnings available to common stockholders	\$ (19,853)	\$ 4,780	\$ (15,073)	\$ 30,980	\$ 15,907
Net earnings (loss) per share					
Basic	\$ (1.80)	\$ —	\$ (1.37)	\$ —	\$ 0.36
Diluted	\$ (1.80)	\$ —	\$ (1.37)	\$ —	\$ 0.36
Weighted average shares outstanding					
Basic	11,014,421	—	11,014,421	—	43,955,941 (7)
Diluted	11,014,421	—	11,014,421	—	44,550,718
Pro forma (loss) earnings per share(9)					
Basic	\$ (0.73)	\$ —	\$ (0.55)	\$ —	\$ —
Diluted	\$ (0.73)	\$ —	\$ (0.55)	\$ —	\$ —
Pro forma weighted average shares(9)					
Basic	27,162,421	—	27,162,421	—	—
Diluted	27,162,421	—	27,162,421	—	—

- (1) Amount represents the elimination of compensation expense of \$12.0 million, before taxes, incurred in connection with the March 17, 2004 recapitalization. For additional information on this payment, see "Use of Proceeds" and "Management—Executive Compensation."
- (2) Amount represents a net increase in interest expense of \$11.0 million, before taxes, associated with the increased debt from the recapitalization, including \$1.6 million of amortization for the increased deferred finance costs and the elimination of \$2.0 million in amortization of deferred finance costs from the previous credit facility. For purposes of this calculation, the interest rates used were the actual rates (an average 4.8%) that existed at March 31, 2004.
- (3) Amount represents the elimination of special charges, before taxes, of \$6.6 million in deferred finance costs related to the early extinguishment of debt in connection with the March 17, 2004 recapitalization.
- (4) Amount represents the income tax expense from (1), (2) and (3) above at our current 37% effective tax rate.

- (5) Amount represents reduced interest expense, before taxes, resulting from the anticipated use of the estimated proceeds from this offering to repay certain debt, of \$2.0 million from a reduction of \$59.1 million of senior secured term loan B, of \$7.3 million from repayment of \$120.0 million of senior second lien term loan and of \$0.6 million reduction in amortization of deferred finance costs related to the debt that will be prepaid with the use of proceeds. For purposes of this calculation, the interest rates used were the actual rates (an average 4.6%) that existed at March 31, 2004.
- (6) Amount represents the income tax expense from (5) above at our current 37% effective tax rate.
- (7) Unaudited pro forma basic and diluted earnings per share have been calculated in accordance with the SEC rules for initial public offerings. These rules require that the weighted average share calculation give retroactive effect to any changes in our capital structure as well as the number of shares whose sale proceeds will be used to repay any debt as reflected in the pro forma adjustments. Therefore, pro forma weighted average shares for purposes of the unaudited pro forma basic earnings per share calculation consist of approximately 11,014,421 shares of common stock and 20,441,520 shares of converted preferred stock outstanding prior to this offering and 12,500,000 shares of our common stock being offered hereby.
- (8) We expect to incur \$2.4 million (\$1.5 million net of tax benefit at our current 37% effective tax rate) of prepayment penalty and the write-off of deferred finance costs of \$4.2 million (\$2.7 million net of tax benefit at our current 37% effective tax rate) as a result of the offering. These expenses have been excluded from the pro forma statements of operations.
- (9) Reflects pro forma share data giving effect to the increase of 16,148,000 shares, which represents the number of shares that, when multiplied by an assumed offering price of \$16, is sufficient to replace the capital in excess of earnings as a result of the distribution to stockholders of \$258.4 million in connection with our recapitalization.

	Historical	Offering adjustments	Pro forma as adjusted for offering
		(unaudited) (in thousands)	
Pro Forma Consolidated Balance Sheet:			
Assets			
Current assets:			
Cash and cash equivalents	\$ 17,207	\$	\$ 17,207
Accounts receivable, net	227,752		227,752
Inventories, net	131,712		131,712
Deferred taxes	24,616		24,616
Prepaid expenses	17,873		17,873
Other current assets	4,543		4,543
	<u>423,703</u>		<u>423,703</u>
Total current assets	423,703		423,703
Property, plant, and equipment, net	284,850		284,850
Goodwill	306,825		306,825
Other intangible assets, net	75,495		75,495
Deferred taxes	26,025		26,025
Other	34,170	(4,248) ⁽¹⁾	29,922
	<u>1,151,068</u>	<u>(4,248)</u>	<u>1,146,820</u>
Total assets	\$ 1,151,068	\$ (4,248)	\$ 1,146,820
Liabilities and stockholders' equity			
Current liabilities:			
Short-term debt	\$ 2,712	\$	\$ 2,712
Current portion of long-term debt	7,014	(591) ⁽²⁾	6,423
Current portion of capital lease obligations	2,150		2,150
Accounts payable	113,043		113,043
Accrued expenses	163,717	(2,460) ⁽³⁾	161,257
Deferred taxes	340		340
	<u>288,976</u>	<u>(3,051)</u>	<u>285,925</u>
Total current liabilities	288,976	(3,051)	285,925
Long-term debt	496,200	(178,509) ⁽²⁾	317,691
Capital lease obligations	3,227		3,227
Deferred taxes	60,952		60,952
Other	62,411		62,411
	<u>911,766</u>	<u>(181,560)</u>	<u>730,206</u>
Total liabilities	911,766	(181,560)	730,206
Stockholders' equity:			
Preferred Stock	7	(7) ⁽⁴⁾	—
Common Stock	110	220 ⁽⁴⁾	—
		125 ⁽⁵⁾	455
Paid-in capital	188,766	181,162 ⁽⁴⁾⁽⁵⁾	369,928
Retained earnings (deficit)	(8,839)	(1,512) ⁽⁶⁾	—
		(2,676) ⁽⁶⁾	(13,027)
Accumulated other comprehensive income	59,258		59,258
	<u>239,302</u>	<u>177,312</u>	<u>416,614</u>
Total stockholders' equity	239,302	177,312	416,614
Total liabilities and stockholders' equity	\$ 1,151,068	\$ (4,248)	\$ 1,146,820

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- (1) Amount represents the deferred finance costs associated with the prepayment of debt.
 - (2) Amounts represent the use of proceeds from this offering to prepay certain indebtedness.
 - (3) Amount represents the reduction in accrued taxes attributed to the tax benefit on the prepayment penalty (\$0.9 million) and write-off of deferred finance costs (\$1.5 million).
 - (4) Amount reflects the conversion of 772,572 shares of our preferred stock which represents the issuance amount plus a cumulative amount from the date of issuance to the date of conversion at a rate of 7.5% per year, compounded quarterly, and converted at a 28.5-for-1 ratio into 22,018,294 shares of common stock immediately prior to completion of this offering.
 - (5) Amount represents the sale of 12,500,000 shares of common stock in this offering at an assumed initial public offering price of \$16 per share, less related estimated expenses of \$18.5 million, for net proceeds of \$181.5 million.
 - (6) Amount represents the \$2.4 million (\$1.5 million of tax benefit) prepayment penalty and \$4.2 million (\$2.7 million net of tax benefit) deferred finance costs associated with the prepayment of debt.

DILUTION

At March 31, 2004, our net tangible book value (deficit) was \$(143.0) million, or \$(12.98) per share of common stock. Net tangible book value (deficit) per share is equal to our stockholders' equity (deficit) less goodwill and other intangible assets, divided by the total number of outstanding shares of our common stock. After giving effect to the sale of the shares of our common stock offered by us at an assumed initial public offering price of \$16 per share, the mid-point of the range on the cover of this prospectus, and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, and the anticipated application of the proceeds from the offering, our net tangible book value at March 31, 2004, would have been \$34.3 million, or \$0.75 per share. This represents an immediate increase in net tangible book value of \$13.73 per share to existing stockholders and an immediate dilution of \$15.25 per share to new investors purchasing shares of our common stock in this offering.

The following table illustrates the dilution per share:

Assumed initial public offering price per share	\$	16.00
Net tangible book value (deficit) per share at March 31, 2004 before giving effect to the offering and conversion of all of our outstanding preferred stock	\$	(12.98)
Increase in net tangible book value per share attributable to new investors purchasing shares in the offering before giving effect to conversion of all of our outstanding preferred stock		14.44
Decrease in net tangible book value per share attributable to conversion of all outstanding shares of preferred stock		(0.71)
Net tangible book value per share after giving effect to the offering		0.75
Dilution in net tangible book value per share to new investors	\$	15.25

If the underwriters exercise their over-allotment option in full, the net tangible book value per share after giving effect to the offering would be \$1.31 per share. This represents an increase in net tangible book value of \$14.29 per share to existing stockholders and dilution in net tangible book value of \$14.69 per share to new investors.

The following table summarizes, as of March 31, 2004, the differences between the number of shares of common stock purchased from us, the total cash consideration and the average price per share paid by the existing stockholders and by the new investors purchasing stock in the offering at an assumed initial offering price of \$16 per share, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares purchased		Total cash consideration		Average price per share
	Number	Percentage	Amount	Percentage	
Existing stockholders	33,032,715	72.5%	\$ 184,600,450 ⁽¹⁾	48.0%	\$ 13.41
New investors	12,500,000	27.5	200,000,000	52.0	16.00
Total	45,532,715	100.0%	\$ 384,600,450	100.0%	\$ 14.12

(1) The total cash consideration paid by existing stockholders was \$443.0 million. The amount shown gives effect to the distribution of \$258.4 million to existing stockholders as a return of capital in our recent recapitalization.

If the underwriters exercise their over-allotment option in full, our existing stockholders would own 69.9% and our new investors would own 30.1% of the total number of shares of our common stock outstanding after this offering.

The preceding discussion and table assumes no exercise of:

- Stock options for 7,334,398 shares issuable upon exercise of outstanding options as of March 31, 2004, under our stock option plans at a weighted average exercise price of \$13.63 per share; and
- Stock options for 1,000,000 shares available for future grant or issuance under our stock option plans.

To the extent that any options are exercised, there will be further dilution to new investors. If all of our outstanding options as of March 31, 2004, had been exercised, the pro forma net tangible book value per share after this offering would have been \$2.54 per share, representing an increase in pro forma net tangible book value of \$15.52 per share to existing stockholders and a dilution in the pro forma net tangible book value of \$13.46 per share to new investors.

SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The following tables set forth certain selected consolidated financial and operating data. We were incorporated in October 2000 for the purpose of acquiring the Yuasa Inc. industrial battery business from Yuasa Corporation (Japan) and did not have any operations prior to October 1, 2000. Selected consolidated financial data for the periods prior to October 1, 2000, are derived from the consolidated financial statements of Yuasa Inc., which we refer to as the Predecessor Company. The summary consolidated financial data presented below for the three-year period ended March 31, 2004, and the balance sheet data at March 31, 2002, 2003 and 2004, have been derived from our consolidated financial statements which have been audited by Ernst & Young LLP, independent auditors. The summary consolidated financial data presented below as of and for the six months ended March 31, 2001 have been derived from audited financial statements that are not included in this prospectus. The summary consolidated financial data presented below as of and for the fiscal year ended March 31, 2000, and as of and for the six months ended September 30, 2000, have been derived from unaudited financial statements that are not included in this prospectus. You should read the selected financial data presented below in conjunction with our consolidated financial statements and the notes to our consolidated financial statements included elsewhere in this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	Fiscal Year Ended March 31,		Six Months Ended September 30,		Six Months Ended March 31,		Fiscal Year Ended March 31,		
	2000		2000		2001		2002	2003	2004
	(Predecessor Company)				(EnerSys)				
	(in thousands, except per share amounts)								
Consolidated Statement of Operations:(1)									
Net sales	\$ 385,124	\$	228,295	\$	233,051	\$	339,340	\$	969,079
Cost of goods sold	294,899		175,457		173,146		271,596	653,998	722,825
Gross profit	90,225		52,838		59,905		67,744	205,645	246,254
Operating expenses	57,923		32,774		30,795		53,463	150,618	170,412
Special charges relating to restructuring, bonuses and uncompleted acquisitions	—		—		—		63,345	—	21,147
Amortization(2)	4,052		1,774		2,373		51	51	51
Operating earnings (loss)	28,250		18,290		26,737		(49,115)	54,976	54,644
Interest expense	10,582		5,633		7,667		13,294	20,511	20,343
Special charges relating to a settlement agreement and write-off of deferred finance costs	—		—		—		—	—	30,974
Other expense (income), net	384		368		264		1,744	(742)	(4,466)
Earnings (loss) before income taxes	17,284		12,289		18,806		(64,153)	35,207	7,793
Income tax expense (benefit)	6,970		4,967		8,351		(22,171)	12,355	2,957
Net earnings (loss)	\$ 10,314	\$	7,322	\$	10,455	\$	(41,982)	\$ 22,852	\$ 4,836
Series A convertible preferred stock dividends	—		—		—		(13)	(20,857)	(24,689)
Net (loss) earnings available to common stockholders	—		—		—	\$	(41,995)	\$ 1,995	\$ (19,853)
Net earnings (loss) per share									
Basic						\$	(3.81)	\$ 0.18	\$ (1.80)
Diluted							(3.81)	0.18	(1.80)
Weighted average shares outstanding									
Basic							11,014,421	11,014,421	11,014,421
Diluted							11,014,421	11,156,267	11,014,421
	Fiscal Year Ended March 31,		Six Months Ended September 30,		Six Months Ended March 31,		Fiscal Year Ended March 31,		
	2000		2000		2001		2002	2003	2004
	(Predecessor Company)				(EnerSys)				
	(in thousands)								
Consolidated cash flow data: (3)									
Net cash provided by operating activities	n/a		n/a		\$ 30,269	\$	21,068	\$ 55,438	\$ 39,192
Net cash used in investing activities	n/a		n/a		(15,965)		(335,951)	(12,923)	(26,981)
Net cash (used in) provided by financing activities	n/a		n/a		(7,303)		314,795	(8,209)	(39,989)
Other Operating Data:(1)									
Capital expenditures	\$ 16,796	\$	10,317	\$	16,049	\$	12,944	\$ 23,623	\$ 28,580
EBITDA(4)	45,692		25,596		35,715		(39,563)	91,651	65,175
Special charges related to restructuring, bonuses, uncompleted acquisitions, a settlement agreement and write-off of deferred finance costs(5)	—		—		—		63,345	—	52,121

	2000		2001		2002		2003		2004	
	(Predecessor Company)				(EnerSys)					
	(in thousands)									
Balance Sheet Data:										
Cash and cash equivalents	\$	199	\$	9,135	\$	9,075	\$	44,296	\$	17,207
Working capital		17,081		52,776		104,418		135,356		134,727
Total assets		244,808		445,002		978,889		1,075,808		1,151,068
Total debt		99,788		152,003		253,394		252,162		511,303
Preferred stock		—		—		7		7		7
Total stockholders' equity	\$	69,427	\$	172,362	\$	414,847	\$	465,747	\$	239,302

- (1) Includes the results of operations of ESG for the full years for fiscal 2003 and fiscal 2004, but only for nine days in fiscal 2002.
- (2) If SFAS No. 142, "Goodwill and Other Intangible Assets," had been adopted as of April 1, 1999, the absence of goodwill amortization would have increased the net earnings for the fiscal year ended March 31, 2000, six months ended September 30, 2000, and six months ended March 31, 2001, by approximately \$1,847, \$780 and \$2,365, respectively.
- (3) Information not available for fiscal 2000 and the first six months of 2001.
- (4) EBITDA is defined as earnings before interest expense, income tax expense, depreciation and amortization. EBITDA is not a measure of financial performance under accounting principles generally accepted in the United States and should not be considered an alternative to net income or any other measure of performance under accounting principles generally accepted in the United States as a measure of performance or to cash flows from operating, investing or financing activities as an indicator of cash flows or as a measure of liquidity. EBITDA has its limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under generally accepted accounting principles. Some of these limitations are:
 - it does not reflect our cash expenditures for capital expenditures or contractual commitments;
 - it does not reflect the impact of changes in effective tax rates or the use of net operating losses;
 - although depreciation and amortization are non-cash charges, the assets being depreciated or amortized often will have to be replaced and EBITDA does not reflect the cash requirements for such replacements;
 - it does not reflect changes in, or cash requirements for, our working capital requirements; and
 - it does not reflect the cash necessary to make payments of interest or principal on our indebtedness.

Because of these limitations, EBITDA should not be considered as a measure of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying on our GAAP results as well as on our EBITDA and by carefully budgeting our projected cash requirements for debt service, capital expenditures, working capital and taxes. Our calculation of EBITDA may be different from the calculations used by other companies, and therefore comparability may be limited. Certain financial covenants in our senior secured credit facility and our senior second lien credit facility are based on EBITDA, subject to adjustments, and therefore EBITDA for purposes of these financial covenants is calculated differently from EBITDA as shown above. Depreciation and amortization in the table excludes amortization of deferred financing costs, which is included in interest expense.

The following table provides a reconciliation of EBITDA to net earnings (loss):

	Fiscal Year Ended March 31,		
	2002	2003	2004
	(in thousands)		
EBITDA	\$ (39,563)	\$ 91,651	\$ 65,175
Depreciation and amortization	11,296	35,933	37,039
Interest expense	13,294	20,511	20,343
Income tax (benefit) expense	(22,171)	12,355	2,957
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836

We have included EBITDA primarily as a performance measure because management uses it as a key measure of our performance and ability to generate cash necessary to meet our future requirements for debt service, capital expenditures, working capital and taxes. Management also uses EBITDA to measure our compliance with important financial covenants under our credit facilities and to analyze our performance against our key public-company competitors, recognizing that the different ways in which different companies calculate EBITDA limits its usefulness as a measure of comparability.

- (5) Special charges are discussed in detail in the notes to our consolidated financial statements and in "Management's Discussion and Analysis of Financial Condition and Results of Operations." The fiscal 2002 charges were primarily for the closures of a plant and certain other locations in the U.S. and our South American operations. The charges in fiscal 2004 related primarily to a settlement with Invensys, the recapitalization in March 2004 and costs of uncompleted acquisition attempts.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of our operations should be read in conjunction with our consolidated financial statements and accompanying notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy, constitutes forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements" and "Risk Factors" for more information.

Introduction

Overview

We manufacture, market and distribute reserve power and motive power lead-acid industrial batteries and related products such as chargers, power equipment and battery accessories. We also provide related after-market and customer-support services for lead-acid industrial batteries. We market and sell our products globally in more than 100 countries to over 10,000 customers through a network of distributors, independent representatives and an internal sales force. For fiscal 2004, we derived approximately 70% of our revenue from our internal sales force. No single customer accounts for greater than 6% of our consolidated revenue.

We have two business segments: reserve power and motive power. Net sales classifications by segment are as follows:

- **Reserve power batteries** are used to provide backup power for the continuous operation of critical telecommunications and uninterruptible power systems during power disruptions.
- **Motive power batteries** are used to power mobile manufacturing, warehousing and other ground handling equipment, primarily electric industrial forklift trucks.

We evaluate business segment performance based primarily upon operating earnings, exclusive of restructuring charges and unusual and special charge items. All other corporate and centrally incurred regional costs are allocated to the business segments based principally on net sales. We evaluate business segment cash flow and financial position performance based primarily upon capital expenditures and primary working capital levels. Primary working capital for this purpose is trade accounts receivable, plus inventories, minus trade accounts payable and the resulting net amount is divided by the trailing three month net sales (annualized) for the respective business segment or reporting location, to derive a primary working capital percentage ratio. Although we monitor the three elements of primary working capital (receivables, inventory and payables), our primary focus is on the total amount. Primary working capital was \$203.3 million (yielding a primary working capital percentage ratio of 22.1%) at March 31, 2003, and \$246.4 million (yielding a primary working capital percentage ratio of 22.4%) at March 31, 2004. Since fiscal 2003 was the first full year after the ESG acquisition, prior comparative figures for primary working capital are not meaningful. We closely manage our level of working capital due to the significant impact it has on cash flow and, as a result, our level of debt. Lastly, on a consolidated basis, we review short- and long-term debt levels, on a daily basis, with corresponding leverage ratios monitored, primarily using debt to EBITDA ratios, excluding special charges. EBITDA is earnings before interest, income taxes, depreciation and amortization. Special charges are expenses not normally incurred in the day-to-day operations of our business and, in our opinion, are not indicative of our core operating performance. Examples include charges incurred in fiscal 2002 to restructure the predecessor company operations and charges incurred in fiscal 2004 associated with the costs of uncompleted acquisition attempts, an omnibus settlement with Invensys and costs in connection with a recapitalization transaction.

We operate and manage our business in three primary geographic regions of the world—the Americas, Europe and Asia. Our business is highly decentralized with 19 manufacturing locations throughout the world. Over half of our net sales for fiscal 2003 and fiscal 2004 were generated outside of

North America. Approximately half of our manufacturing and distribution facilities are located outside of the U.S. See "Risk Factors—Risks Relating to Our Business" and "Business—Facilities." Our international operations may be adversely affected by actions taken by foreign governments or other forces or events over which we may have no control. Our management structure and financial reporting systems, and associated internal controls and procedures, are all consistent with our two business segments and three geographic regions in which we operate. We report on a March 31 fiscal year.

Our financial results are largely driven by the following factors:

- general cyclical patterns of the industries in which our customers operate;
- changes in our market share in the business segments and regions where we operate;
- changes in our selling prices and, in periods when our product costs increase, our ability to raise our selling prices to pass such cost increases through to our customers;
- the extent to which we are able to efficiently utilize our global manufacturing facilities and optimize their capacity;
- the extent to which we can control our fixed and variable costs, including those for our raw materials, manufacturing and distribution, operating activities and interest; and
- changes in our short- and long-term debt levels and changes in the floating interest rates under our credit facilities.

In fiscal 2004, approximately one-third of our total costs were fixed and two-thirds were variable. We include within variable costs that portion of overhead, labor and benefits which we believe we can reduce in a normal business environment in response to a decline in sales.

Starting in fiscal 2002, the telecommunications industry dramatically reduced building new systems in response to massive overcapacity. Additionally, in fiscal 2002 and fiscal 2003 the global economy was weak. These conditions combined to produce excess capacity in some sectors of our industry, driving consolidation among industrial battery purchasers. Several of our competitors experienced financial difficulties. As a result, we have been subjected to continual and significant pricing pressures over the past several years. We anticipate heightened competitive pricing pressure as Chinese and other foreign producers, able to employ labor at significantly lower costs than producers in the U.S. and Western Europe, expand their export capacity and increase their marketing presence in our major U.S. and European markets. Our ability to maintain and improve our operating margins has depended, and continues to depend, on our ability to control our costs and maintain our pricing. As a result, our business strategy has been highly focused on increasing our market share, tightly controlling capital expenditures and cash and reducing our costs.

Our Corporate History

There have been several key stages in the development of our business, which explain to a significant degree our results of operations over the past four years.

We were formed in late 2000 by Morgan Stanley Capital Partners and the management of Yuasa Inc. to acquire the industrial battery business of Yuasa Corporation (Japan) in North and South America. Our reported results for the period prior to the acquisition of this business reflect the operations of the predecessor company to the business we acquired.

In addition, our results of operations for the past three fiscal years have been significantly affected by our acquisition of ESG on March 22, 2002. This acquisition more than doubled our size. Our results of operations for fiscal 2002 include ESG for only nine days, while our results for fiscal 2003 and 2004 include ESG for the full fiscal year. Giving effect to the ESG acquisition, as if it occurred at the beginning of fiscal 2002, pro forma net sales and net loss would have been \$897.5 million and \$36.4 million, respectively. We incurred special charges of \$63.3 million in fiscal 2002, as discussed under "Consolidated fiscal year ended

March 31, 2003, compared to fiscal year ended March 31, 2002, statement of operations highlights—Special Charges." These charges adversely affected our reported results.

Our successful integration of ESG provided global scale in both the reserve and motive power markets. The ESG acquisition also provided us with a further opportunity to reduce costs and improve operating efficiency that, among other initiatives, led to closing underutilized manufacturing plants, distribution facilities, sales offices and eliminating other redundant costs, including staff. As noted above, we recorded a \$63.3 million special charge in fiscal 2002 associated with this business activity and strategy.

The cash purchase price for ESG was approximately \$363 million and was financed by convertible preferred stock of \$283 million, a seller note of \$58.3 million and additional borrowings. We acquired net assets of approximately \$363 million, which included goodwill of approximately \$172 million. On March 17, 2004, we refinanced the ESG acquisition debt and completed a recapitalization transaction in which we entered into a new \$600 million financing arrangement, consisting of a \$100 million senior secured revolving credit facility, a \$380 million senior secured term loan B and a \$120 million senior second lien term loan. We will repay the \$120 million senior second lien term loan and a portion of the \$380 million senior secured term loan B with a portion of the proceeds of this offering. We used \$500 million of the proceeds of these credit facilities to repay existing debt and accrued interest of \$219 million, to fund a cash payment of \$270 million to our existing stockholders and management and to pay transaction costs of \$11 million.

Our historical consolidated financial statements show our result of operations as a private company. After completion of this offering, we will be a public company, and we estimate that the incremental costs of complying with our new public company reporting obligations will be approximately \$5 million per year.

Market and Economic Conditions

Our operating results are directly affected by the general cyclical pattern of the industries in which our major customer groups operate. For example, the significant capital expenditures made by the telecommunications industry during the period from fiscal 1999 through fiscal 2001 drove demand for our reserve power products, as numerous companies expanded their systems and installed standby backup battery power systems. However, the demand for our reserve power systems declined when the telecommunications industry significantly reduced building new systems in response to massive overcapacity.

Both our reserve power and motive power segments are heavily dependent on the end markets they serve, and our results of operations will vary depending on the capital expenditure environment in these markets. In addition, general economic conditions in the U.S. and international markets in which we and our customers operate also affect demand for our products. Sales of our motive power products, for example, depend significantly on demand for new electric industrial forklift trucks, which in turn depends on end-user demand for additional motive capacity in their distribution and manufacturing facilities. The overall economic conditions in the markets we serve can be expected to have a material effect on our results of operations.

In fiscal 2003, market and economic conditions stabilized, the euro strengthened on average for the year by 14% against the dollar and our cost reduction initiatives yielded savings. In fiscal 2004, market and economic conditions generally were stable and began improving, particularly in the second half of the fiscal year in the Americas and Asia. See "Quarterly Information." In fiscal 2004, excluding special charges, earnings and operating cash flow increased as sales (excluding the effect of foreign currency translation) increased approximately 4%, the euro strengthened on average for the year by 18% against the dollar and cost reduction programs yielded additional savings.

In late fiscal 2004, our primary raw materials costs began increasing significantly, with the cost of lead, our most significant raw material, increasing approximately 30% in the fourth quarter of fiscal 2004 over the prior fiscal quarter. We anticipate our average cost of lead in fiscal 2005 will be substantially higher

than in fiscal 2004. We notified our customers of a series of list price increases totaling approximately 5% in late fiscal 2004 that will increase our battery selling prices during fiscal 2005 if these increases are accepted by our customers. We cannot assure you that our price increases will be accepted by the industry. Further cost-reduction programs have been identified that we anticipate will partially offset rising raw materials costs. If lead prices for fiscal 2004 remain at their current level, and if we are unable to adjust our pricing to accommodate increased lead costs, we would experience a significant decline in operating earnings in fiscal 2005.

Cost savings programs are and have been a continuous element of our business strategy and are directed primarily at further reductions in plant manufacturing (labor and overhead) and raw materials costs. Numerous individual cost savings opportunities are identified and evaluated by management with a formal selection and approval process that results in an ongoing list of cost savings projects to be implemented. In certain cases, projects are either modified or abandoned during their respective implementation phases. In order to realize cost savings benefits for a majority of these initiatives, costs are incurred either in the form of capital expenditures, funding the cash obligations of previously recorded restructuring expenses or current period expenses. During fiscal 2004, approximately \$10 million of our capital expenditures were related to cost savings initiatives, and we funded approximately \$7.7 million of cash obligations associated with previously recorded restructuring activities. Current period expenses were not significant during fiscal 2004.

Components of Revenue and Expense

Net sales include: the invoiced amount for all products sold and services provided; freight costs, when paid for by our customers; less all related allowances, rebates, discounts and sales, value-added or similar taxes.

Cost of goods sold includes: the cost of material, labor and overhead; the cost of our service businesses; freight; warranty and other costs such as distribution centers; obsolete or slow moving inventory provisions; and certain types of insurance.

For fiscal 2004, we estimate that raw materials costs comprised approximately one-half of cost of goods sold, that freight and all other, including warranty expense, comprised approximately 11% of cost of goods sold and that the balance was attributable to labor and overhead.

We employ significant amounts of lead, plastics, steel, copper and other materials in our manufacturing processes. The costs of these raw materials, particularly lead, are volatile and beyond our control. Lead costs increased approximately \$7 million in fiscal 2004 as a result of price increases experienced during that year. Lead is our single largest raw material item and the price of lead recently has experienced significant volatility. The highest price for lead during fiscal 2004 was \$0.4423 per pound on March 1, 2004, and the highest price for lead since the end of fiscal 2004 was \$0.4237 per pound on July 7, 2004. Lead, plastics, steel and copper in the aggregate represent our principal raw materials costs. Volatile raw materials costs can significantly affect our operating results and make period-to-period comparisons difficult. The costs of commodity raw materials such as lead, steel and copper have increased significantly in recent periods. We attempt to control our raw materials costs through strategic purchasing decisions. Where possible, we pass along some or all of our increased raw materials costs to our customers. The following table shows certain average commodity prices for fiscal 2002, 2003 and 2004 and the spot prices as of June 30, 2004:

	Fiscal year ended March 31,			
	2002	2003	2004	July 9, 2004
Lead \$/lb. ⁽¹⁾	\$ 0.2159	\$ 0.2053	\$ 0.2773	\$ 0.4200
Steel \$/lb. ⁽²⁾	0.1502	0.1700	0.1688	0.3925
Copper \$/lb. ⁽³⁾	0.7158	0.7074	0.9307	1.2701

(1) Source: London Metal Exchange

(2) Source: Nucor Corporation

(3) Source: Comex for 2002 and 2003 and London Metal Exchange for 2004

Labor and overhead are primarily attributable to our manufacturing facilities. Labor costs represent the majority of this total category. Overhead includes plant operating costs such as utilities, repairs and maintenance, taxes, supplies and depreciation.

Operating expenses include all non-manufacturing selling, general and administrative, engineering and other expenses. These include salaries and wages, sales commissions, fringe benefits, supplies, maintenance, general business taxes, rent, communications, travel and entertainment, depreciation, advertising and bad debt expenses.

Operating expenses in fiscal 2004 were incurred in the following functional areas of our business (as a percent of the total) and are substantially similar in both of our business segments. Approximately 61% of total operating expenses are for staff costs.

Selling	67%
General and administrative	27
Engineering	6
Total	100%

Special charges are expenses not normally incurred in the day-to-day operations of our business. The special charges recorded in fiscal 2002 related to restructuring, a portion of which resulted from the ESG acquisition. These charges include closure of a redundant U.S. manufacturing facility and terminating non-strategic operations in South America. The special charges recorded in fiscal 2004 related to the settlement with Invensys discussed elsewhere in this prospectus, primarily the early extinguishment of the seller notes that we delivered as part of the consideration for the purchase of ESG in March 2002, as well as costs incurred in connection with our recapitalization in March 2004.

Other income (expense), net includes non-operating foreign currency transaction gains (losses), fixed asset disposal gains (losses), license fees and rental income. Our exposure to exchange rate fluctuations is largely limited to currency translation gains (losses) reflected on our financial statements. Due to our global manufacturing and distribution footprint, which means that most of our operating costs and revenues are incurred and paid in local currencies, we believe that we have a significant natural hedge against the impact on our business of exchange rate fluctuations.

Results of Operations

Consolidated fiscal year ended March 31, 2004, compared to fiscal year ended March 31, 2003, statement of operations highlights

	Fiscal 2003		Fiscal 2004		Increase (Decrease)	
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%
Net sales	\$ 859.6	100.0%	\$ 969.1	100.0%	\$ 109.5	12.7%
Cost of goods sold	653.9	76.1	722.8	74.6	68.9	10.5
Gross profit	205.7	23.9	246.3	25.4	40.6	19.7
Operating expenses	150.6	17.5	170.5	17.6	19.9	13.2
Special charges relating to restructuring, bonuses and uncompleted acquisitions	0.0	0.0	21.1	2.2	21.1	n/a
Amortization	0.1	0.0	0.1	0.0	(0.0)	(0.0)
Operating earnings	55.0	6.4	54.6	5.6	(0.4)	(0.7)
Interest expense	20.5	2.4	20.3	2.1	(0.2)	(1.0)
Special charges relating to a settlement agreement and write-off of deferred finance costs	0.0	0.0	31.0	3.2	31.0	n/a
Other (income) expense, net	(0.7)	(0.1)	(4.5)	(0.5)	3.8	n/a
Earnings before income taxes	35.2	4.1	7.8	0.8	(27.4)	(77.8)
Income tax expense	12.3	1.4	3.0	0.3	(9.3)	(75.6)
Net earnings	\$ 22.9	2.7%	\$ 4.8	0.5%	\$ (18.1)	(79.0)

Overview

Our fiscal 2004 results were favorably affected by an improving global economic climate, particularly in the Americas and Asia during the second half of the fiscal year, increased sales (excluding the effect of foreign currency translation) of 4%, savings from cost reduction programs and continued low interest rates. Net earnings were \$4.8 million. Comparisons with the prior fiscal year can be misleading, because we incurred no special charges in fiscal 2003 and incurred special charges aggregating \$52.1 million in fiscal 2004. In order to make such comparisons more meaningful, we evaluate our performance primarily based on operating earnings without giving effect to special charges and other unusual items. Management believes that it is better able to evaluate performance by focusing on our operations excluding special charges.

Net sales by geographic region were as follows:

	Fiscal 2003		Fiscal 2004		Increase	
	In Millions	% Total Sales	In Millions	% Total Sales	In Millions	%
Europe	\$ 434.5	50.5%	\$ 511.1	52.7%	\$ 76.6	17.6%
Americas	392.0	45.6	408.8	42.2	16.8	4.3
Asia	33.1	3.9	49.2	5.1	16.1	48.6
Total	\$ 859.6	100.0%	\$ 969.1	100.0%	\$ 109.5	12.7

The net sales growth in Asia and the Americas was primarily driven by sales increases, while the growth in Europe was virtually all attributable to the strengthening of major European currencies, primarily the euro, against the dollar. Pricing was generally stable during fiscal 2004, with the exception of certain reserve power products, particularly in Asia, where pricing declined modestly.

Operating earnings by geographic region were as follows:

	Fiscal 2003		Fiscal 2004		Increase (Decrease)	
	In Millions	As% Net Sales	In Millions	As% Net Sales	In Millions	%
Europe	\$ 26.7	6.1%	\$ 37.0	7.2%	\$ 10.3	38.6%
Americas	24.7	6.3	34.4	8.4	9.7	39.3
Asia	5.7	17.2	4.3	8.7	(1.4)	(24.6)
Subtotal	57.1	6.6	75.7	7.8	18.6	32.6
Eliminations, special charges and other	(2.1)	(0.2)	(21.1)	(2.2)	(19.0)	n/a
Total	\$ 55.0	6.4%	\$ 54.6	5.6%	\$ (0.4)	(0.7)

Our fiscal 2004 operating results reflect \$21.1 million of special charges. The table above shows our operating earnings by geographic region, excluding special charges, which is how they are evaluated by management, and reconciles these results to our consolidated operating earnings including special charges. The special charges are described in detail below under "Special Charges." Europe accounted for 49% of our operating earnings for fiscal 2004, the Americas for 45% and Asia for 6%. Our operating earnings, giving effect to the special charges, were 0.7% lower than operating earnings for fiscal 2003, but improved significantly when special charges are excluded. This improvement is primarily attributable to a modest improvement in sales, the strong European currencies, primarily the euro, and cost savings programs. Operating earnings margins for fiscal 2004, giving effect to the special charges, decreased by 80 basis points but, excluding special charges, improved 120 basis points primarily as a result of increased sales and cost savings programs.

In the Americas, operating earnings increased as substantial improvements were achieved in cost reductions and sales increased, particularly in the motive power business. In Europe, operating earnings increased as substantial improvements were achieved in cost reduction and European currencies, primarily the euro, strengthened compared to the dollar. In Asia, operating earnings decreased as pricing declined approximately 10% and significant startup costs were incurred in adding sales offices and related costs during the year.

A discussion of specific fiscal 2004 versus fiscal 2003 operating results follows, including an analysis and discussion of the results of our two business segments.

Net Sales

	Fiscal 2003		Fiscal 2004		Increase	
	In Millions	% Total Sales	In Millions	% Total Sales	In Millions	%
Reserve power	\$ 426.9	49.7%	\$ 480.0	49.5%	\$ 53.1	12.4%
Motive power	432.7	50.3	489.1	50.5	56.4	13.0
Total	\$ 859.6	100.0%	\$ 969.1	100.0%	\$ 109.5	12.7

Fiscal 2004 sales, excluding the effect of foreign currency translation, increased 3.8% or \$32.6 million with the balance of the fiscal 2004 increase of \$76.9 million attributable to the strong European currencies, primarily the euro, compared to the dollar. The euro exchange rate to the dollar averaged 1.18 (\$ / €) in fiscal 2004 compared to 1.00 (\$ / €) in fiscal 2003. Pricing was stable but down slightly for fiscal 2004. Motive power pricing was stable throughout fiscal 2004, with the Americas flat and Europe down approximately 2%. Reserve power pricing was down approximately 1% during fiscal 2004, with the Americas and Europe down slightly and Asia down approximately 10%, as competitive factors in China, which recently have stabilized, have driven pricing down over the past two-year period and are now comparable with pricing levels in other regions of the world.

Fiscal 2004 net sales growth in the Asia reserve power business was very strong with an increase of approximately 49%, based primarily upon a focused expansion of our sales offices and added sales personnel, selected new products and strong market growth in China. We expect the Asian market will continue to grow at a faster rate than other regions of the world for our reserve power products.

Fiscal 2004 net sales growth, excluding the effect of foreign currency translation, in reserve power and motive power was approximately 3.8% and 4.3%, respectively, compared to fiscal 2003 levels. In reserve power, Asia experienced strong fiscal 2004 growth as previously discussed, with the Americas up approximately 1% and Europe flat over fiscal 2003. In motive power, fiscal 2004 sales, excluding the effect of foreign currency translation, increased approximately 7% in the Americas and 2% in Europe compared to fiscal 2003.

Our fiscal 2004 sales also benefited from improving economic conditions in the second half of the year, particularly in the Americas and Asia, for many of our end markets applications, such as electric industrial forklift trucks, wireless telecom and aerospace and defense. As further evidence of the improved business climate and its favorable impact on our financial results in the second half of fiscal 2004, the following table shows growth rates in fiscal 2004 compared to fiscal 2003 third and fourth quarters net sales and operating earnings:

	3rd Quarter		4th Quarter		3rd Quarter		4th Quarter	
					Excluding Special Charges			
Net sales	\$	253,296	\$	275,379	\$	253,296	\$	275,379
Net sales growth rate		19.0%		19.3%		19.0%		19.3%
Special charges relating to restructuring, bonuses and uncompleted acquisitions	\$	9,045	\$	12,052	\$	—	\$	—
Operating earnings	\$	11,953	\$	12,783	\$	21,048	\$	24,835
Operating earnings growth rate		(22.6)%		(26.0)%		35.5%		43.4%
Margin (decrease) increase		(2.6)%		(2.9)%		1.0%		1.5%

Gross Profit

	Fiscal 2003		Fiscal 2004		Increase				
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%			
Gross profit	\$	205.7	23.9%	\$	246.3	25.4%	\$	40.6	19.7%

The improvement in gross profit was realized by both business segments and was driven primarily by increased net sales and cost savings programs, partially offset by higher raw materials costs in the second half of fiscal 2004. Lead costs increased approximately \$7 million in fiscal 2004 as a result of higher prices. Because of these higher costs and price volatility, we have modified and implemented new purchasing initiatives, such as lead tolling arrangements and lead hedging contracts, to mitigate increased raw materials costs. Fiscal 2004 cost savings initiatives improved gross profit, with most savings related to reductions in manufacturing plant costs (labor and overhead), particularly in Europe, and raw materials costs. These cost reduction programs remain a critical element of our business strategy to continue to improve efficiencies, optimize our manufacturing capacity and further reduce our costs. We anticipate fiscal 2005 cost savings program will realize additional savings.

Operating Expenses

	Fiscal 2003		Fiscal 2004		Increase	
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%
Operating expenses	\$ 150.6	17.5%	\$ 170.4	17.6%	\$ 19.8	13.1%

Selling expenses, as a percentage of operating expenses, were approximately 64.3% in fiscal 2003 and 66.5% in fiscal 2004. We incurred increased selling expenses in Asia in fiscal 2004 as we expanded our sales locations and personnel in Asia.

Special Charges

Included in our fiscal 2004 operating results are \$52.1 million of special charges as follows:

	In Millions	Fiscal Quarter Recorded
Recorded as an operating expense:		
Special bonus	\$ 12.0	4th
Uncompleted acquisition attempts	6.8	3rd
Restructuring	2.3	3rd
Total operating expense	21.1	
Recorded in other non-operating expenses:		
Invensys settlement agreement	24.4	3rd
Deferred finance costs	6.6	4th
Total other non-operating expense	31.0	
Combined total	\$ 52.1	

The special bonus was paid in connection with the March 17, 2004 recapitalization transaction. As part of the recapitalization transaction, in order to provide liquidity to our existing stockholders, we distributed \$258.4 million to our preferred and common stockholders, pro rata in accordance with their stockholdings. In order to treat management equitably with other stockholders, because significant portions of management's equity interests are in the form of options to purchase shares of our common or preferred stock, we made a cash distribution to each individual based on the aggregate in-the-money value of his or her vested options. These one-time bonus payments were made to all members of management who held unexercised options. The aggregate one-time bonus amount was \$11.6 million. The special bonus charge also includes \$0.4 million in related payroll costs. The amounts paid to our five highest-compensated officers are disclosed in "Management—Executive Compensation."

The charge for uncompleted acquisitions primarily includes legal and professional fees, and the plant closing costs are related to the final settlement of labor matters from a North American plant closed in fiscal 2002.

The \$24.4 million charge associated with Invensys represents an omnibus settlement that, among other items, repaid seller notes, terminated a battery supply agreement and canceled common stock warrants, all of which were attributable to the ESG acquisition. Approximately \$20.0 million of this special charge is attributable to the early extinguishment of the seller notes. The deferred financing costs written off related to debt refinanced in the March 2004 recapitalization.

In the aggregate, \$33.5 million of these special charges were recorded in the third quarter and \$18.6 million in the fourth quarter of fiscal 2004. Of the total \$52.1 million in special charges, \$6.6 million was a non-cash item.

Operating Earnings

	Fiscal 2003		Fiscal 2004		Increase (Decrease)	
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%
Reserve power	\$ 31.2	7.3%	\$ 38.7	8.1%	\$ 7.5	24.0%
Motive power	23.8	5.5	37.0	7.6	13.2	55.5
Subtotal	55.0	6.4	75.7	7.8	20.7	37.6
Special charges relating to restructuring, bonuses and uncompleted acquisitions	—	—	(21.1)	(2.2)	(21.1)	n/a
Total	\$ 55.0	6.4%	\$ 54.6	5.6%	\$ (0.4)	(0.7)

Fiscal 2004 operating earnings decreased 0.7% to \$54.6 million while the operating margin decreased by 80 basis points to 5.6%. Fiscal 2004 operating earnings, excluding special charges of \$21.1 million, increased 37.6% to \$75.7 million while the margin increased 140 basis points to 7.8%. We experienced increases and margin improvements in both segments of our business. This improvement in operating earnings excluding special charges is primarily attributable to increases in sales, cost savings initiatives and the strength of the European currencies, partially offset by higher raw materials costs and increased operating expenses.

Interest Expense

Fiscal 2004 interest expense of \$20.3 million (net of interest income of \$0.3 million) was essentially flat compared to fiscal 2003 of \$20.5 million with a lower average interest rate of 5.0% in fiscal 2004 compared to 5.1% in fiscal 2003, and the lower average debt outstanding of \$285 million compared to \$292 million in fiscal 2003. The average debt outstanding includes the face amount of the discounted seller notes redeemed in December 2003 and borrowings under our accounts receivable financing program. Included in fiscal 2004 interest expense are non-cash charges of \$4.9 million compared to \$5.3 million in fiscal 2003. This increase is primarily due to the reduction in the non-cash credit in fiscal 2003 associated with our interest rate options, which expired in fiscal 2004, partially offset by a reduction in the charge associated with the accretion expense of the Invensys seller notes. Included in both years is approximately \$2 million of amortization of deferred financing costs.

Other (Income) Expense, Net

Fiscal 2004 other income of \$4.5 million consists primarily of non-operating foreign currency transaction gains of \$4.0 million, which is also the primary reason for the significant increase compared to fiscal 2003. This large fiscal 2004 foreign currency transaction gain is primarily attributable to the strengthening of the euro against the dollar for certain debt transactions that occurred during the first and second quarters of fiscal 2004.

Earnings Before Income Taxes

Fiscal 2004 earnings before income taxes were \$7.8 million, a decrease of \$27.4 million or 77.8% compared to fiscal 2003, primarily attributable to \$52.1 million of fiscal 2004 special charges.

Income Tax Expense

The fiscal 2004 effective income tax rate was 37% compared to 35% in fiscal 2003. This increase is largely the result of increased U.S. federal income taxes on certain types of undistributed foreign income (Subpart F) and increased U.S. state income taxes, as many states in which we operate continue to increase

rates or reduce available income exclusions. We expect the effective tax rate in fiscal 2005 will be approximately 37%.

Net Earnings

Fiscal 2004 net earnings were \$4.8 million or a decrease of 78.8% compared to fiscal 2003 net earnings of \$22.9 million. Excluding the \$52.1 million in special charges (net of tax), we would have recorded net earnings of \$37.7 million in fiscal 2004, an increase of 64.6% compared to fiscal 2003 with a margin of 3.9%. This increase in net earnings is primarily attributable to increased sales, cost savings initiatives, stable interest expense and increased other income from foreign currency gains, offset by higher raw material and operating costs.

Consolidated fiscal year ended March 31, 2003, compared to fiscal year ended March 31, 2002, statement of operations highlights

	Fiscal 2002		Fiscal 2003		Increase (Decrease)	
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%
Net sales	\$ 339.3	100.0%	\$ 859.6	100.0%	\$ 520.3	153.3 %
Cost of sales	271.6	80.0	653.9	76.1	382.3	140.8
Gross profit	67.7	20.0	205.7	23.9	138.0	203.8
Operating expenses	53.5	15.8	150.6	17.5	97.1	181.5
Special charges relating to restructuring, bonuses and uncompleted acquisitions	63.3	18.7	0.0	0.0	(63.3)	(100.0)
Amortization	0.0	0.0	0.1	0.0	0.1	n/a
Operating (loss) earnings	(49.1)	(14.5)	55.0	6.4	104.1	(212.0)
Interest expense	13.3	3.9	20.5	2.4	7.2	54.1
Special charges relating to a settlement agreement and write-off of deferred finance costs	0.0	0.0	0.0	0.0	0.0	n/a
Other (income) expense, net	1.8	0.5	(0.7)	(0.1)	(2.5)	(138.9)
(Loss) earnings before income taxes	(64.2)	(18.9)	35.2	(4.1)	99.4	(154.8)
Income tax (benefit) expense	(22.2)	(6.5)	12.3	1.4	34.5	(155.4)
Net (loss) earnings	\$ (42.0)	(12.4)%	\$ 22.9	2.7%	\$ 64.9	(154.5)

Overview

Fiscal 2003 operating results include the ESG acquisition for a full fiscal year, while fiscal 2002 includes only nine days or \$11.5 million in net sales. Accordingly, the significant increase in most components of fiscal 2003 income statement line items is primarily attributable to the impact of this fiscal 2002 acquisition. Giving effect to the ESG acquisition, as if it occurred at the beginning of fiscal 2002, pro forma net sales and net loss for fiscal 2002 would have been \$897.5 million and \$36.4 million, respectively. We incurred \$63.3 million in fiscal 2002 special charges. The ESG acquisition increased fiscal 2003 net sales by approximately \$563 million.

Our fiscal 2003 operating results were negatively affected by a weak and volatile global economic climate, particularly in the Americas reserve power market, reduced sales, excluding the effect of foreign currency translation, of approximately 10% when giving effect to the ESG acquisition as if it occurred at the beginning of fiscal 2002, higher interest expense attributable to the ESG acquisition, offset in part by

non-operating currency gains attributable to strengthening European currencies, primarily the euro, that increased net sales approximately \$50 million, and our cost savings initiatives.

Our fiscal 2002 results included \$63.3 million in charges described below under "Special Charges." These charges included \$51.7 million in non-cash items.

Net sales by geographic region were as follows:

	Fiscal 2002		Fiscal 2003		Increase
	In Millions	% Total Sales	In Millions	% Total Sales	In Millions
Europe	\$ 8.8	2.6%	\$ 434.5	50.5%	\$ 425.7
Americas	330.2	97.3	392.0	45.6	61.8
Asia	0.3	0.1	33.1	3.9	32.8
Total	\$ 339.3	100.0%	\$ 859.6	100.0%	\$ 520.3

The \$520.3 million increase in fiscal 2003 net sales was the result of the ESG acquisition. Pricing declined in fiscal 2003 in excess of 1%, particularly in reserve power products.

Our fiscal 2003 operating earnings by geographic region were \$26.7 million in Europe (6.1% margin), \$24.7 million in the Americas (6.3% margin) and \$5.7 million (17.2% margin) in Asia. A fiscal 2002 operating loss of \$49.1 million (14.5% margin) was incurred. This loss included a special charge of \$63.3 million described below under "Special Charges."

A discussion of specific fiscal 2003 versus fiscal 2002 operating results follows, including an analysis and discussion of the results of our two business segments.

Net Sales

	Fiscal 2002		Fiscal 2003		Increase (Decrease)	
	In Millions	As % Total Sales	In Millions	As % Total Sales	In Millions	%
Reserve power	\$ 162.6	47.9%	\$ 426.9	49.7%	\$ 264.3	162.5%
Motive power	176.7	52.1	432.7	50.3	256.0	144.9
Total	\$ 339.3	100.0%	\$ 859.6	100.0%	\$ 520.3	153.3

The inclusion of ESG net sales for the full year of fiscal 2003 resulted in an increase of approximately \$563 million in net sales compared with fiscal 2002, partially offset by a decrease of approximately \$43 million in the pre-acquisition EnerSys business. The \$43 million decrease included an approximately \$11.0 million decrease in net sales related to the closure of certain facilities in South America at the end of fiscal 2002. Fiscal 2002 net sales included \$11.5 million from ESG. Foreign currency translation adjustments of \$50.0 million, primarily the euro, had approximately a 6% positive impact on net sales in fiscal 2003. Both reserve power and motive power fiscal 2003 net sales increased by approximately 150% as a result of the ESG acquisition. Giving effect to the ESG acquisition as of the beginning of fiscal 2002, pro forma sales, excluding the effect of foreign currency translation, decreased in fiscal 2003 by approximately 10%. Of this fiscal 2003 pro forma sales decrease, excluding the effect of foreign currency translation, approximately 13% was in the reserve power segment, particularly in the Americas where sales, excluding the effect of foreign currency translation, decreased approximately 28%. The motive power segment decreased approximately 6% in fiscal 2003 on a pro forma basis. The fiscal 2003 weakness experienced in reserve power was primarily the result of the continued retrenchment in the global telecommunications industry that began in fiscal 2002, and reduction in the UPS and other reserve power industries largely attributable to the fiscal 2003 general decline in global economic conditions. The motive power segment

decreased largely as a result of the cyclical nature of the electric industrial forklift truck market, due to weak global economic conditions.

Gross Profit

Total gross profit margin was 23.9% in fiscal 2003 and 20.0% in fiscal 2002, an increase of 390 basis points. The increase in gross profit margin in fiscal 2003 principally relates to gaining economies of scale from cost reductions and continued tight cost controls. Cost savings initiatives, resulting principally from the ESG acquisition, were the main factor in increasing margins. The \$132.8 million increase in fiscal 2003 gross profit is primarily attributable to the ESG acquisition.

Operating Expenses

Operating expenses were \$150.6 million in fiscal 2003 (17.5% of net sales) and \$53.5 million in fiscal 2002 (15.8% of net sales). Fiscal 2003 operating expenses, as a percent of net sales, increased 170 basis points compared to fiscal 2002 because of the ESG acquisition. Operating expense ratios are higher in our European businesses, primarily due to those operations being more decentralized than our operations in the Americas and Asia. Approximately \$97 million of the increase in operating expenses, excluding the effects of strengthening European currencies, is due to the ESG acquisition. Foreign currency translation adjustments, primarily the euro, increased fiscal 2003 operating expenses by approximately 6%. Fiscal 2003 operating expenses, as a percent of net sales, increased 170 basis points compared to fiscal 2002, again because of the ESG acquisition.

Special Charges

Included in our fiscal 2002 operating results are \$63.3 million of special charges. These charges in part resulted from the ESG acquisition, as redundant facilities and costs were eliminated to improve future operating efficiencies and profitability. Redundant facilities closed included a major North American plant, as significant excess manufacturing capacity existed primarily attributable to reserve power products. Additionally, we closed unprofitable operations in South America which had approximately \$11.0 million of net sales in fiscal 2002. Both the closure of the North American plant and South American operations resulted in a significant reduction in fiscal 2003 manufacturing costs (labor and overhead), which are a component of cost of goods sold. Of this total cost, \$42.9 million was a non-cash charge, primarily from the North American plant closure (\$22.3 million), closure of the South American operations (\$14.5 million) and cumulative translation losses (\$6.1 million). The remaining \$20.4 million of cash costs are legal and professional expenses, severance and exit costs of closed facilities, including the South American operations, until disposition. As of March 31, 2004, the cumulative cash costs incurred associated with these special charges was \$11.1 million.

Operating (Loss) Earnings

	Fiscal 2002		Fiscal 2003		Increase (Decrease)	
	In Millions	As % Net Sales	In Millions	As % Net Sales	In Millions	%
Reserve power	\$ 3.5	2.2%	\$ 31.2	7.3%	\$ 27.7	791.4%
Motive power	10.7	6.1	23.8	5.5	13.1	122.4
Subtotal	14.2	4.2	55.0	6.4	40.8	287.3
Special charges relating to restructuring, bonuses and uncompleted acquisitions	(63.3)	(18.7)	—	—	63.3	n/a
Total	\$ (49.1)	(14.5)%	\$ 55.0	6.4%	104.1	n/a

Our fiscal 2002 operating results reflect \$63.3 million of special charges. The table above shows our operating earnings by segment, excluding special charges, which is how they are evaluated by management, and reconciles these results to our consolidated operating earnings including special charges. The special charges are described above under "Special charges." Operating earnings margins for fiscal 2002 and fiscal 2003 are not comparable due to the special charges incurred in fiscal 2002, which resulted in an operating loss in fiscal 2002. In addition to the improvement in fiscal 2003 operating earnings from the ESG acquisition, operating earning margins, excluding the fiscal 2002 special charge, improved 70 basis points primarily due to cost reduction initiatives.

Interest Expense

Fiscal 2003 interest expense of \$20.5 million, net of interest income of \$0.2 million, increased by \$7.2 million compared to fiscal 2002. The significant increase in fiscal 2003 interest expense was due primarily to the higher average level of debt outstanding (\$292 million as compared to \$162 million in fiscal 2002) as a result of debt incurred in March 2002 for the acquisition of ESG. The average debt level includes the face amount of the discounted seller notes and borrowings under our accounts receivable financing program. Interest expense attributable to the higher borrowing level was \$6.6 million, partially offset by \$3.7 million due to lower average borrowing rates of 5.1% as compared to 7.3% in fiscal 2002. Included in fiscal 2003 interest expense are non-cash charges of \$5.3 million compared to \$1.6 million in fiscal 2002. This \$3.7 million increase is primarily attributable to \$4.1 million for the accretion expense of the Invensys seller notes, \$0.9 million of additional amortization from deferred financing costs associated with the added borrowings for the ESG acquisition, offset by a \$1.6 million non-cash credit associated with our interest rate options which expired in fiscal 2004.

Other (Income) Expense, Net

Fiscal 2003 other income of \$0.7 million is primarily attributable to non-operating foreign currency transaction gains (euro versus dollar) while the fiscal 2002 other expense of \$1.8 million is primarily attributable to non-operating foreign currency transaction losses of \$2.0 million. The fiscal 2002 foreign currency transaction losses are attributable to our operations in both Brazil and Argentina, as both the Brazilian real and Argentina peso declined significantly as compared to the dollar during that year. Our South American operations were discontinued as of the end of fiscal 2002.

Earnings (Loss) Before Income Taxes

Earnings before income taxes was \$35.2 million (4.1% of net sales) in fiscal 2003 compared with a loss before income tax benefit of \$64.2 million (-18.9% of net sales) in fiscal 2002. Fiscal 2002 earnings before tax, excluding the special charges discussed above, were \$4.3 million (1.3% of net sales).

Income Tax (Benefit) Expense

We recorded a provision for income taxes of \$12.4 million in fiscal 2003 compared with a benefit for income taxes of \$22.2 million in fiscal 2002. The effective income tax expense and benefit rate is 35% in both fiscal 2002 and 2003.

Net (Loss) Earnings

We recorded net earnings of \$22.9 million (2.7% margin) in fiscal 2003 compared with a net loss of \$42.0 million (-12.4% margin) in fiscal 2002. This \$64.9 million increase in fiscal 2003 net earnings is primarily the result of the ESG acquisition and the \$44.1 million special charges net of tax that were recorded in fiscal 2002.

Liquidity and Capital Resources

Cash Flow and Financing Activities

Cash and cash equivalents at March 31, 2002, 2003 and 2004 were \$9.1 million, \$44.3 million and \$17.2 million, respectively.

Cash provided by operating activities for fiscal 2002, 2003 and 2004 was \$21.1 million, \$55.4 million and \$39.2 million, respectively. The reduction in operating cash flow in fiscal 2004 was principally due to the special charges and an increase in working capital commensurate with our sales increase. Cash expenditures related to the fiscal 2002 restructuring actions, which are included in operating activities, were \$8.8 million in fiscal 2003 and \$2.3 million in fiscal 2004, principally related to staff redundancy. In addition, we paid \$12.0 million in fiscal 2003 and \$5.3 million in fiscal 2004 primarily for staff redundancy, against a liability established in fiscal 2002 with the acquisition of ESG for ESG-related restructuring activities.

Cash used in investing activities for fiscal 2002, 2003 and 2004 was \$336.0 million, \$12.9 million and \$27.0 million, respectively. Capital expenditures were \$12.9 million, \$23.6 million and \$28.6 million in fiscal 2002, 2003 and 2004, respectively. The use of cash in fiscal 2002 included the ESG acquisition.

Cash provided by (used in) financing activities for fiscal 2002, 2003 and 2004 was \$314.8 million, \$(8.2) million and \$(40.0) million, respectively. The fiscal 2002 amount was principally a result of \$283.0 million in proceeds from the issuance of preferred stock and \$36.0 million in proceeds from the issuance of long-term debt, both of which were used to finance the ESG acquisition. The fiscal 2004 amount reflects the financing transactions related to the Invensys settlement and the recapitalization.

In December 2003, we entered into an agreement with Invensys plc under which we paid \$94.1 million for the repurchase of seller notes and warrants delivered to Invensys as part of the consideration for the ESG acquisition and in settlement of other matters, primarily termination of a supply agreement. The Invensys settlement transaction was funded by utilizing \$43.1 million of short-term investments, \$19.0 million of borrowings from an accounts receivable financing facility that was paid off on March 9, 2004, \$7.0 million additional tranche B borrowing and a \$25.0 million revolver drawdown.

In connection with the cash payment, on March 17, 2004, we refinanced our previously existing credit facilities and entered into a new \$480.0 million senior secured credit facility, which consists of a \$380.0 million senior secured term loan B and a \$100.0 million senior secured revolving credit facility, and entered into a new \$120.0 million senior second lien term loan. We used the proceeds of the combined \$500.0 million in term loans to fund a cash payment to our existing stockholders and certain members of our management in the amount of \$270.0 million, refinance the majority of our existing debt and pay accrued interest in the amount of \$219.0 million and to pay transaction costs of \$11.0 million. No amounts were borrowed under the revolving credit line in conjunction with the cash payment. The purpose of the \$270.0 million cash payment was to provide liquidity to our existing stockholders and management. The decision to provide liquidity at such time was driven primarily by the strength of the debt capital markets at the time, as well as the speed and certainty of execution associated with the recapitalization. Because this distribution was made from the proceeds of the new credit facilities described above, we do not believe it will have any significant impact on our cash and debt management policies.

The \$380.0 million senior secured term loan B has a 0.25% quarterly principal amortization and matures on March 17, 2011. The \$120.0 million senior second lien term loan matures as a single installment on March 17, 2012. The \$100.0 million senior secured revolving credit facility matures on March 17, 2009. Borrowings under the credit agreements bear interest at a floating rate based, at our option, upon a LIBOR rate plus an applicable percentage or the greater of the federal funds rate plus 0.5% or the prime rate, plus an applicable percentage. The effective borrowing rates for fiscal 2002, 2003 and 2004 were 7.3%, 5.1% and 5.0%, respectively.

All obligations under the credit agreements are secured by, among other things, substantially all of our U.S. assets. Our credit agreements contain various covenants which, absent prepayment in full of the indebtedness and other obligations, or the receipt of waivers, would limit our ability to conduct certain specified business transactions, buy or sell assets out of the ordinary course of business, engage in sale and leaseback transactions, pay dividends and take certain other actions.

We currently are in compliance with all covenants and conditions under our credit agreements. Since we believe that we will continue to comply with these covenants and conditions, we believe that we have adequate availability of funds to meet our expected cash requirements.

Continuing to focus on manufacturing efficiency and cost reduction programs is an important element of our strategy. See "Business—Our Strategy." Our cash spending related to cost savings programs in fiscal 2003 and fiscal 2004 was \$20.7 million and \$7.7 million, respectively. Capital expenditures related to these programs were an additional \$10.9 million in fiscal 2003 and \$10.0 million in fiscal 2004. The cash spending for our ongoing cost reduction initiatives is planned in advance each year and is part of our periodic review of expected cash requirements for future periods. We do not believe the overall impact of this spending on our liquidity and capital resources is material to our cash resources and available liquidity sources.

In addition to cash flows from operating activities, we had available credit lines of \$124.6 million at March 31, 2004 to cover any short-term liquidity requirements. On a long-term basis, our senior secured revolving credit facility is committed through March 2009, as long as we continue to comply with the covenants and conditions of the facility agreement. Our senior secured credit facility also permits us to borrow an additional \$145.0 million from all other sources. See "Description of Our Credit Facilities" for additional information on our covenant requirements and on conditions to borrowing.

Contractual Obligations and Commercial Commitments

At March 31, 2004, we had certain cash obligations, which are due as follows:

	Total	Less than 1 year	1 to 3 years	4 to 5 years	After 5 years
	(in millions)				
Short-term debt	\$ 2.7	\$ 2.7	\$ —	\$ —	\$ —
Long-term debt	503.2	7.0	7.6	7.6	481.0
Capital lease obligations	5.4	2.1	3.3	—	—
Operating leases	25.0	10.2	11.4	3.2	0.2
Purchase contracts	11.9	11.9	—	—	—
Restructuring	50.4	33.5	16.9	—	—
Total	\$ 598.6	\$ 67.4	\$ 39.2	\$ 10.8	\$ 481.2

Under our senior secured credit facility, we had outstanding standby letters of credit of \$0.0 million, \$0.2 million and \$0.3 million at March 31, 2002, 2003 and 2004, respectively. The amounts shown in the table above do not include interest charges on these cash obligations.

Credit Facilities and Leverage

Our focus on working capital management and cash flow from operations is measured by our ability to reduce total debt and reduce our leverage ratios. Shown below are the leverage ratios in connection with our credit facilities for fiscal 2003 and 2004. Our higher leverage in fiscal 2004 reflects the recapitalization in March 2004. We will reduce leverage substantially with the proceeds of this offering. The leverage ratio for fiscal 2004, adjusted for the offering and assuming net proceeds of \$179.1 million (net of the prepayment penalty of \$2.4 million on our \$120.0 million senior second lien term loan), is 2.7 times adjusted EBITDA as described below. We believe our future operating cash flow, net of capital expenditures, will reduce total debt and our leverage ratios.

	Fiscal 2003	Fiscal 2004	Fiscal 2004 as adjusted
	(in millions)		
EBITDA(1)	\$ 91.7	\$ 65.2	\$ 83.8
Adjustments per credit agreement definitions(2)	—	53.8	35.2
Adjusted EBITDA per credit agreements	91.7	119.0	119.0
Senior debt, net(3)	151.9	375.4	316.3
Total debt, net(3)	254.6	501.3	322.2
Leverage ratios:			
Senior debt/adjusted EBITDA ratio(4)	1.7X	3.2X	2.7X
Maximum ratio permitted	3.2X	3.9X	3.9X
Total debt/adjusted EBITDA ratio(4)	2.8X	4.2X	2.7X
Maximum ratio permitted	4.8X	5.0X	5.0X

(1) We have included EBITDA because management uses it as a key measure of our performance and ability to generate cash necessary to meet our future requirements for debt service, capital expenditures, working capital and taxes. EBITDA is defined as earnings before interest expense, income tax expense, depreciation and amortization. EBITDA is not a measure of financial performance under accounting principles generally accepted in the United States and should not be considered an alternative to net earnings or any other measure of performance under accounting principles generally accepted in the United States as a measure of performance or to cash flows from operating, investing or financing activities as an indicator of cash flows or as a measure of liquidity. Our calculation of EBITDA may be different from the calculations used by other companies, and therefore comparability may be limited. Certain financial covenants in our senior secured credit facility and our senior second lien credit facility are based on EBITDA, subject to adjustments, which is shown above. Because we have a significant amount of debt, and because continued availability of credit under our senior secured credit facility is critical to our ability to meet our business plan, we believe that an understanding of the key terms of our credit agreements is important to an investor's understanding of our financial condition and liquidity risks. Failure to comply with our financial covenants, unless waived by our lenders, would mean we could not borrow any further amounts under our revolving credit facility and would give our lenders the right to demand immediate repayment of all outstanding term and revolving credit loans. We would be unable to continue our operations at current levels if we lost the liquidity provided under our credit agreements. Depreciation and

amortization in this table excludes the amortization of deferred financing costs, which is included in interest expense. The following table provides a reconciliation of EBITDA to net earnings (loss):

	Fiscal Year Ended March 31,		
	2002	2003	2004
	(in thousands)		
EBITDA	\$ (39,563)	\$ 91,651	\$ 65,175
Depreciation and amortization	11,296	35,933	37,039
Interest expense	13,294	20,511	20,343
Income tax (benefit) expense	(22,171)	12,355	2,957
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836

- (2) Adjustments to EBITDA for the credit agreements' definitions include in fiscal 2004 all of the special charges of \$52.1 million and other adjustments in the aggregate of \$1.7 million.
- (3) Debt includes capital lease obligations and letters of credit issued under the senior secured credit facility and is net of U.S. cash and cash equivalents. Senior debt excludes the Invensys seller notes in 2003 and the senior second lien term loan and unsecured debt in 2004.
- (4) These ratios are included to show compliance with the leverage ratios set forth in our credit facilities. We show both our current ratios and the maximum ratios permitted under our senior secured credit facility. The maximum ratios permitted under the senior second lien credit facility are less restrictive than those shown.

Stockholders' Equity

Stockholders' equity decreased \$226.4 million during fiscal 2004, principally reflecting the cash distribution of \$258.4 million in our recapitalization on March 17, 2004, and cancellation of warrants of \$5.0 million, partially offset by net earnings of \$4.8 million, currency translation adjustments of \$30.3 million, primarily due to the strengthening of European currencies, unrealized gain on derivative instruments (interest rate swaps) of \$0.9 million and a reduction in the minimum pension liability adjustment of \$0.9 million.

Stockholders' equity increased \$50.9 million during fiscal 2003, principally reflecting net earnings of \$22.9 million, currency translation adjustments of \$32.4 million primarily due to the strengthening of European currencies, partially offset by unrealized loss on derivative instruments (interest rate swaps) of \$2.6 million and an increase in the minimum pension liability adjustment of \$1.7 million.

Market Risk

We have exposure to interest rate risk from our short-term and long-term debt, both of which have variable interest rates.

In February 2001, we entered into interest rate swap agreements to fix the interest rate on \$60.0 million of our floating rate debt through February 22, 2006, at 5.59% per year. In April and May 2004, we amended these agreements to extend the maturity to February 22, 2008, and reduce the fixed rate to 5.16% per year beginning May 24, 2004.

Also in April 2004, we entered into interest rate swap agreements to fix the interest rates on an additional \$60.0 million of floating rate debt through May 5, 2008. The fixed rates per year begin May 5, 2004, and are 2.85% during the first year, 3.15% the second year, 3.95% the third year and 4.75% the fourth year.

In total, these interest rate swap agreements provide protection against significant increases in LIBOR (the base variable interest rate on the majority of our debt) on \$120.0 million of our debt.

An increase in base interest rates would increase the fair value of the interest rate swap agreements. However, assuming the swaps stay in place until maturity, the change in fair value would have no effect on interest expense, cash flows or other results of operations.

We are also exposed to foreign currency exchange risks. The geographic diversity of our sales and costs mitigates the risk of the volatility of currency in any particular region of the world. As of March 31, 2004, we had not entered into any foreign currency forward contracts.

To ensure a steady supply of lead and to mitigate against large increases in cost, we enter into contracts with our suppliers for the purchase of lead. Each such contract is for a period not extending beyond one year. Under these contracts, we were committed to the purchase of the following amounts of lead:

Date	\$'s Purchased	# Pounds Purchased	Average Cost/Pound	Approximate % of Lead Consumption Through Conclusion of Fiscal 2005
	(in millions)	(in millions)		
June 30, 2004	\$ 21.8	68.6	\$ 0.32	26%
March 31, 2004	11.9	38.7	0.31	12
March 31, 2003	16.2	62.6	0.26	20

We have significant risk in our exposure to certain raw material costs, which we estimate were approximately half of total cost of goods sold in fiscal 2004. Our largest single raw material cost is for lead, which also has experienced a significant increase in cost during the second half of fiscal 2004 and remains volatile. We estimate that a 10% increase (over our actual average cost in fiscal 2004) in our cost of lead would increase our annual total cost of goods sold by approximately \$10 million or 1% of net sales.

Based on changes in the timing and amount of interest rate and foreign currency exchange rate movements and our actual exposures and hedges, actual gains and losses in the future may differ from our historical results.

Seasonality

Our business generally does not experience significant monthly or quarterly fluctuations in net sales as a result of weather or other trends that can be directly linked to seasonality patterns. However, our second fiscal quarter normally experiences moderate reductions in net sales as compared to our first fiscal quarter for that year, due to summer manufacturing shutdowns of our customers and holidays primarily in the United States and Western Europe. In fiscal 2003 and 2004, the impact of this seasonal weakness was mitigated to a significant degree by strengthening currencies, primarily the euro, in Europe, where we conduct slightly more than half of our business. For the second quarter of fiscal 2005, unless these currencies continue to strengthen against the dollar, we would expect to report moderate declines in net sales and in operating earnings from the prior quarter. Our fourth fiscal quarter normally experiences the highest sales of any fiscal quarter within a given year. Many reserve power telecommunications customers tend to perform extensive service and engage in higher battery replacement and maintenance activities in the first calendar quarter of a year, which is our fourth fiscal quarter. In addition, many of our largest industrial customers are on a calendar fiscal year basis and many tend to purchase their durable goods more heavily in that quarter than any other within the calendar year.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions about future events that affect the amounts reported in the financial statements and accompanying footnotes. Future events and their effects cannot be determined with absolute certainty. Therefore, the determination of estimates requires the exercise of judgment. Actual results could differ from those estimates, and such

differences may be material to the financial statements. The process of determining significant estimates is fact-specific and takes into account factors such as historical experience, current and expected economic conditions, product mix and, in some cases, actuarial techniques. We evaluate these significant factors as facts and circumstances dictate. Historically, actual results have not differed significantly from those determined using estimates. The following are the accounting policies that most frequently require us to make estimates and judgments and are critical to understanding our financial condition, results of operations and cash flows:

Revenue Recognition

Sales are recorded when the terms of the customer agreement are fulfilled, the product has been shipped and title has passed or the services have been provided, the sales price is fixed or determinable and collectibility is reasonably assured. We reduce sales by applicable allowances, rebates, discounts and sales, value-added or similar taxes at the time of sale.

Allowance for Doubtful Accounts

We maintain an allowance for estimated losses resulting from the inability of customers to make required payments. The allowance is based on historical data and trends, as well as a review of relevant factors concerning the financial capability of our customers.

Warranty Reserves

We sell our products to customers with typical manufacturers' product warranties covering defects in workmanship and materials. The length of the warranty term depends on the product being sold, but generally reserve power products carry a one-year warranty and motive power products carry a one- to five-year warranty. We accrue our estimated exposure to warranty claims at the time of sale based upon historical experience. We review these estimates on a regular basis and adjust the warranty provisions as actual experience differs from historical estimates or other information becomes available.

Inventory Reserves

We adjust our inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future demand and market conditions.

Goodwill

We test goodwill for impairment on an annual basis or upon the occurrence of certain circumstances or events. We follow the two-step testing method as prescribed by SFAS No. 142. In the first step, the fair value of the reporting units is determined based on a discounted cash flow analysis approach. If the net book value of the reporting units does not exceed the fair value, the second step of the impairment test (calculating the impairment loss of the goodwill by comparing the book value of the goodwill to the fair value of the goodwill) is not necessary. We have recorded no impairment of goodwill.

Long-Lived Assets

We review and evaluate our long-lived assets for impairment when events or changes in circumstances indicate the related carrying amounts may not be recoverable. An impairment is considered to exist if total estimated future cash flows on an undiscounted basis are less than the carrying value amount of the asset. An impairment loss is measured and recorded based on discounted estimated future cash flows or other fair value techniques. Assumptions underlying future cash flow estimates are subject to risks and uncertainties.

Pension

We use certain assumptions in the calculation of the actuarial valuation of our defined benefit plans. These assumptions include the weighted average discount rate, rates of increase in compensation levels and expected long-term rates of return on assets. If actual results are less favorable than those projected by us, additional expense may be required.

As of March 31, 2004, our consolidated benefit obligations exceeded our accrued benefit costs by approximately \$13 million. Fiscal 2004 periodic pension cost was approximately \$4 million.

Taxes

We account for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes," which requires that deferred tax assets and liabilities be recognized using enacted tax rates for the effect of temporary differences between book and tax bases or recorded assets and liabilities. SFAS No. 109 also requires that deferred tax assets be reduced by a valuation allowance, if it is more likely than not that some portion or all of the deferred tax assets will not be recognized.

At March 31, 2002, we had deferred tax assets (\$50.2 million) in excess of deferred tax liabilities (\$45.7 million) of \$4.5 million. At March 31, 2003, we had deferred tax liabilities (\$71.1 million) in excess of deferred tax assets (\$47.4 million) of \$23.7 million. At March 31, 2004, we had deferred tax liabilities (\$61.3 million) in excess of deferred tax assets (\$50.6 million) of \$10.7 million. The deferred tax assets at March 31, 2002, 2003 and 2004 of \$50.2 million, \$47.4 million and \$50.6 million, respectively, are net of valuation allowances of \$41.1 million, \$66.9 million and \$74.1 million, respectively. We have recorded the above valuation allowances primarily for net operating loss carryforwards in foreign tax jurisdictions that have incurred significant past tax losses, and have determined that it is more likely than not that these deferred tax assets will not be realized.

We evaluate on a quarterly basis the realizability of our deferred tax assets by assessing our valuation allowance and by adjusting the amount of such allowance, if necessary. The factors used to assess the likelihood of realization are our forecast of future taxable income and available tax planning strategies that could be implemented to realize the net deferred tax assets.

New Accounting Pronouncements

In December 2003, the FASB issued SFAS No. 132 (revised 2003), *Employers' Disclosures about Pensions and Other Postretirement Benefits*. The revisions to SFAS No. 132 are intended to improve financial statement disclosures for defined benefit plans and was initiated in 2003 in response to concerns raised by investors and other users of financial statements about the need for greater transparency of pension information. In particular, the standard requires that companies provide more details about their plan assets, benefit obligations, cash flows, benefit costs and other relevant quantitative and qualitative information. The guidance is effective for fiscal years ending after December 15, 2003. We have complied with these revised disclosure requirements.

In April 2003, the FASB issued SFAS No. 149, *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*. This statement amends SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, to provide clarification on the financial accounting and reporting of derivative instruments and hedging activities and requires contracts with similar characteristics to be accounted for on a comparable basis. Our adoption of SFAS No. 149 during 2003 did not have a material effect on our financial condition or results of operations.

In January 2003, the FASB issued Financial Interpretation (FIN) 46, *Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51* and in December 2003 issued a revised interpretation ("FIN 46R"). FIN 46 and FIN 46R address consolidation by business enterprises of certain variable interest

entities. It applies to us in our first reporting period ending after March 15, 2004. This pronouncement did not have an effect on our financial position and results of operations.

Quarterly Information

Fiscal 2003 and 2004 quarterly operating results, and the associated quarterly trends within each of those two fiscal years, are affected by the same economic and business conditions as described in the fiscal 2004 versus fiscal 2003 and fiscal 2003 versus fiscal 2002 analyses previously discussed.

	Fiscal 2003				Fiscal 2004			
	June 30, 2002 1st Qtr.	Sept 29, 2002 2nd Qtr.	Dec 29, 2002 3rd Qtr.	March 31, 2003 4th Qtr.	June 29, 2003 1st Qtr.	Sept 28, 2003 2nd Qtr.	Dec 28, 2003 3rd Qtr.	March 31, 2004 4th Qtr.
	(in millions, except per share amounts)							
Net sales	\$208.4	\$207.6	\$212.9	\$230.7	\$218.3	\$222.1	\$253.3	\$275.4
Cost of goods sold	162.8	157.6	160.2	173.3	165.7	164.8	189.3	203.0
Gross profit	45.6	50.0	52.7	57.4	52.6	57.3	64.0	72.4
Operating expenses, including amortization	36.3	37.1	37.2	40.1	40.1	39.9	43.0	47.6
Special charges relating to restructuring, bonuses and uncompleted acquisitions	—	—	—	—	—	—	9.1	12.0
Operating earnings	9.3	12.9	15.5	17.3	12.5	17.4	11.9	12.8
Interest expense	5.0	4.5	5.4	5.6	5.1	5.1	5.6	4.5
Special charges relating to a settlement agreement and write-off of deferred finance costs	—	—	—	—	—	—	24.4	6.6
Other (income) expense, net	(0.3)	0.4	—	(0.8)	(2.0)	(1.7)	(0.3)	(0.5)
Earnings (loss) before income taxes	4.6	8.0	10.1	12.5	9.4	14.0	(17.8)	2.2
Income tax expense (benefit)	1.6	2.8	3.5	4.5	3.6	5.3	(7.4)	1.5
Net earnings (loss)	\$3.0	\$5.2	\$6.6	\$8.0	\$5.8	\$8.7	\$(10.4)	\$0.7
Series A convertible preferred stock dividends	(2.3)	(5.2)	(6.2)	(7.2)	(5.6)	(5.7)	(5.8)	(7.5)
Net earnings (loss) available to common stockholders	\$0.7	\$(0.1)	\$0.4	\$0.9	\$0.2	\$2.9	\$(16.2)	\$(6.7)
Net earnings per common share								
Basic	\$0.06	\$(0.01)	\$0.04	\$0.09	\$0.01	\$0.27	\$(1.47)	\$(0.61)
Diluted	0.06	(0.01)	0.04	0.08	0.01	0.26	(1.47)	(0.61)
Weighted average shares outstanding								
Basic	11,014,421	11,014,421	11,014,421	11,014,421	11,014,421	11,014,421	11,014,421	11,014,421
Diluted	11,155,659	11,156,060	11,156,468	11,156,883	11,157,306	11,157,737	11,167,827	11,722,570

Net Sales

Quarterly net sales by business segment were as follows:

	Fiscal 2003				Fiscal 2004			
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
	(in millions)							
Net sales:								
Reserve power	\$ 101.6	\$ 102.8	\$ 99.7	\$ 122.8	\$ 107.4	\$ 109.4	\$ 127.0	\$ 136.2
Motive power	106.8	104.8	113.2	107.9	110.9	112.7	126.3	139.2
Total	\$ 208.4	\$ 207.6	\$ 212.9	\$ 230.7	\$ 218.3	\$ 222.1	\$ 253.3	\$ 275.4
Segment net sales as % total:								
Reserve power	48.8%	49.5%	46.8%	53.2%	49.2%	49.3%	50.1%	49.5%
Motive power	51.2	50.5	53.2	46.8	50.8	50.7	49.9	50.5
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Fiscal 2004 net sales on a quarter-to-quarter sequential basis, excluding the effect of foreign currency translation, showed (decreases) increases of approximately (8%), 3%, 10% and 7%, respectively. Fiscal 2004 net sales, excluding the effect of foreign currency translation, increased by approximately 4% for both the reserve power and motive power business segments. The strengthening of European currencies (primarily the Euro) throughout the year further increased net sales as the dollar to euro exchange rate averaged 1.18 for fiscal 2004, with the spot rates 1.09 at March 31, 2003, and 1.23 at March 31, 2004.

Fiscal 2003 net sales on a quarter-to-quarter sequential basis, excluding the effect of foreign currency translation, showed increases (decreases) of approximately 2%, (2%), 1% and 5%, respectively. For the full year, net sales decreased approximately 7% versus fiscal 2002 on a pro forma basis and excluding the effect of foreign currency translation. The dollar to euro exchange rate averaged 1.00 for fiscal 2003, with the spot rates 0.87 at March 31, 2002, and 1.09 at March 31, 2003. Fiscal 2003 net sales (excluding the effect of foreign currency translation) decreased approximately 14% in reserve power and 1% in motive power when compared to fiscal 2002 levels on a pro forma basis.

The mix of reserve power and motive power sales to total sales did not fluctuate significantly during the quarterly periods within fiscal 2003 and fiscal 2004.

Operating Earnings

Fiscal 2004 quarterly operating earnings were as follows:

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
	(in millions)			
Operating earnings margin	\$ 12.5	\$ 17.4	\$ 11.9	\$ 12.8
Special charges relating to restructuring, bonuses and uncompleted acquisitions	—	—	(9.1)	(12.0)
Margin	—	—	(3.6)%	(4.4)%
Operating earnings, excluding special charges relating to restructuring, bonuses and uncompleted acquisitions	12.5	17.4	21.0	24.8
Margin	5.7%	7.8%	8.3%	9.0%

Excluding the special charges in the third and fourth quarters, fiscal 2004 operating earnings grew on a quarter to quarter sequential basis primarily due to sales increases, the strengthening of European currencies and cost savings initiatives. The fiscal 2004 quarterly improvements in operating earnings margins from 5.7% in the first quarter to 9% in the fourth quarter are due to both sales increases and cost savings initiatives.

Fiscal 2003 quarterly operating earnings grew on a quarter to quarter sequential basis primarily due to the strengthening European currencies and cost savings initiatives. The fiscal 2003 quarterly improvements in operating earnings margins from 4.5% in the first quarter to 7.5% in the fourth quarter are primarily due to cost savings initiatives.

Other (Income) Expense, Net

Fiscal 2004 other income includes approximately \$4 million of non-operating foreign currency gains primarily attributable to certain debt transactions. Included in the fiscal 2004 first and second quarters are \$1.6 million and \$1.5 million, respectively, of foreign currency gains from these debt transactions.

Overview

We are one of the world's largest manufacturers, marketers and distributors of lead-acid industrial batteries. We also manufacture, market and distribute related products such as chargers, power equipment and battery accessories, and we provide related after-market and customer-support services for lead-acid industrial batteries. Industrial batteries generally are characterized as reserve power batteries or motive power batteries.

- **Reserve power batteries** are used to provide backup power for the continuous operation of critical systems, such as telecommunications and computer systems, including process control and database systems, during power failures.
- **Motive power batteries** are used to power mobile manufacturing, warehousing and other ground handling equipment, primarily electric industrial forklift trucks.

We believe that we hold approximately 24% of the worldwide market share in the lead-acid industrial battery business, with market shares of 30% in North America, 30% in Europe and 5% in Asia. For 2003, we believe that our worldwide market share in reserve power batteries was approximately 20% and in motive power batteries was approximately 28%. In addition, we sell to the aerospace and defense markets. Our net sales for fiscal 2004 were \$969.1 million, of which approximately 42% was attributable to the Americas, 53% to Europe, the Middle East and Africa, which we refer to as EMEA, and 5% to Asia.

Our reserve power batteries are marketed and sold principally under the *PowerSafe*, *DataSafe* and *Genesis* brands. Our motive power batteries are marketed and sold principally under the *Hawker*, *Exide* and *General* brands. We also manufacture and sell related direct current—DC—power products including chargers, electronic power equipment and a wide variety of battery accessories. Our battery products span a broad range of sizes, configurations and electrical capacities, enabling us to meet a wide variety of customer applications.

We manufacture reserve power and motive power batteries at 19 manufacturing facilities located across the Americas, Europe and Asia and market and sell these products globally in more than 100 countries to over 10,000 customers through a network of distributors, independent representatives and an internal sales force. We provide responsive and efficient after-market support for our products through strategically located warehouses and a company-owned service network supplemented by independent representatives.

Our Industry

The size of the worldwide industrial lead-acid battery market in 2003 was \$3.5 billion, according to BCI, EuroBat and management estimates. The two key components of this market are reserve power batteries—a \$2.0 billion market—and motive power batteries—a \$1.5 billion market. The aerospace and defense market is an additional important sector of the battery industry, but is not included as a component of the \$3.5 billion worldwide market information above.

Reserve power batteries also are known as network, standby or stationary power batteries and are used primarily for backup power applications to ensure continuous power supply in case of main (primary) power failure or outage.

Reserve power batteries are used primarily to supply standby DC operating power for:

- telecommunications systems, such as wireless, wireline and internet access systems, central and local switching systems, satellite stations and radio transmission stations;
- uninterruptible power systems—UPS—applications for computer and computer-controlled systems, including process control systems;

- portable power applications, including security systems and recreational vehicles;
- switchgear and electrical control systems used in electric utilities and energy pipelines; and
- commercial and military aircraft, submarines and tactical military vehicles.

For many critical systems, power loss, even for short periods of time, can result in loss of process control, massive data loss and significant financial liability. Reserve power batteries are essential for the continuing operations of financial institutions, computer and computer-controlled systems, communications providers and electric utilities.

There are two major reserve power lead-acid battery technologies, each designed for specific applications: vented (flooded) and valve-regulated lead-acid (VRLA, or sealed). Vented batteries require periodic watering and maintenance. Valve-regulated batteries require less maintenance, and are often smaller, than vented batteries. Our thin plate pure lead (TPPL) VRLA technology provides high performance premium solutions for demanding customer applications.

We estimate that the worldwide market for reserve power lead-acid based battery products in 2003 was \$2.0 billion, divided by geographic market and end-use as follows:

2003 Worldwide Reserve Power Battery Market



Source: BCI, EuroBat and management estimates.

- (1) Europe, Middle East and Africa
- (2) Reflects North American sales for reserve power batteries greater than 25 amp hours

Motive power batteries are used primarily to provide power for electric material handling and ground handling equipment. Motive power batteries are primarily used in electric industrial forklift trucks. Motive power batteries compete primarily with propane- and diesel-powered internal combustion engines.

Motive power batteries are used principally in the following applications:

- electric industrial forklift trucks in distribution and manufacturing facilities;
- ground support equipment used at airports, including baggage tuggers, pushback tractors and belt loaders; and
- mining equipment, including scoops, coal haulers, shield haulers, underground forklifts, shuttle cars and locomotives.

We estimate that the total market for motive power lead-acid based battery products for 2003 was approximately \$1.5 billion, consisting of the following:

2003 Worldwide Motive Power Battery Market



Source: BCI, EuroBat and management estimates.

(1) North America only

Industry Trends

We believe that the following key trends will continue to affect the industrial battery business:

- **Migration of manufacturing to low cost regions.** Emerging low-cost manufacturing regions, such as China, Eastern Europe and Mexico, have become increasingly important in the global industrial battery business. The combination of labor and materials cost savings, offset somewhat by increased freight costs, have resulted in the growth of these regions as exporters of reserve batteries to North America and Western Europe. Due to the size and weight of motive batteries, the increased freight costs often outweigh the labor and material cost savings, limiting export potential in the motive power segment. In addition, as our customers and potential customers continue to relocate their facilities to these regions to achieve cost savings, we expect significant growth in the domestic market in those regions for both reserve and motive batteries.
- **Demand for global capabilities.** Multinational corporations increasingly are centralizing their relationships with a few global suppliers and providers to capture the benefits of large-scale purchasing and uniform quality control, particularly in the reserve power markets. In addition, these multinationals are demanding prompt and consistent global servicing for their battery needs.

Reserve Power Trends

- **Growth in the telecommunications industry.** The Telecommunications Industry Association projects telecom equipment spending in the U.S. to grow at a compounded annual rate of 7% from 2003 to 2007 due, in large part, to improvement in the economy and new broadband technology, such as Voice over Internet Protocol and Fiber to the Premises. We believe that the next generation wireless broadband network expansion will produce increases in equipment sales and the related backup power systems at mobile telecom switching offices and cell sites.
- **Increasing awareness of UPS systems and benefits.** High profile power outages in Europe, China and the U.S. have drawn attention to the poor condition of electrical transmission systems. We expect that

concern over such power outages will create an increase in demand for UPS systems from parties previously not inclined to install such backup power systems.

- **Growth of emerging markets.** Developing nations are expanding the infrastructure necessary for economic growth at a faster rate than industrialized countries. We believe the largest potential markets for reserve power open to global providers include Asian and Eastern European nations.

Motive Power Trends

- **Improving overall global economic conditions.** Demand for motive power batteries is substantially driven by growth in gross domestic product and industrial production. Management believes that both indicators in the U.S. are projected to increase by at least 4% in 2004.
- **Environmental Regulation.** Two recently enacted U.S. environmental protection regulations place additional emissions restrictions on non-road engines, increasing the cost of purchasing forklifts and other non-road equipment. The first set of regulations, enacted November 2002, place additional emissions restrictions on large non-road spark-ignition engines. The first tier of these emissions standards is applicable to the 2004 through 2006 model-year engines, and the second tier is applicable to the 2007 model year and beyond. The second set of regulations, enacted May 2004, place additional emissions restrictions on non-road diesel engines. These regulations require exhaust emissions from non-road diesel engines to be reduced by more than 90%. Standards for new engines will be phased in starting with small engines in 2008, and all engines will be required to meet the new standards by 2015. All diesel engines will also be required to achieve a 99% reduction in sulfur emissions by 2010. We believe that these regulations and corresponding increased costs will accelerate the historical migration to electric forklifts from spark-ignition and diesel-powered forklifts.

Our Strengths

We believe that our competitive strengths should enable us to expand our global market share and position us to achieve profitable growth. These strengths include:

- **Our portfolio of leading brands with strong market positions.** We have a portfolio of well-known brands that has enabled us to build strong market positions. We believe that we hold the number one or two market position for reserve power and motive power batteries. We offer some of the most recognized brands in the industry, including *PowerSafe*, *DataSafe*, *Genesis*, *Huada*, *Hawker*, *Exide* and *General*. We market, sell and service many of these brands on a global basis, have high brand recognition and are known for quality and dependability.
- **Our large installed base.** We have a significant installed base of reserve power and motive power batteries with our customers. Due to our end-users' tendency to replace their existing products with similar products, our large installed base generates significant aftermarket sales. Repeat sales to our existing customers, as well as service revenues for our installed products, provide a competitive advantage.
- **Our global capabilities.** We serve diverse geographic markets, manufacturing from 19 facilities located across the Americas, Europe and Asia, enabling us to serve our customers on a global basis. Our global service and distribution network permits us to take full advantage of our large installed base of reserve power and motive power batteries and offers a competitive advantage in pursuing customers who demand consistent products and aftermarket sales and service worldwide. In addition, we are well positioned to capitalize on the strong economic growth and increasing demand for batteries in emerging markets such as China. Our integrated global network allows us to efficiently manage our manufacturing, distribution and service by optimizing production in low cost regions.

- **Our broad range of products.** We believe that we offer the broadest product line in the industry, including batteries with a wide range of applications and capacities. We offer batteries with energy densities from less than one ampere-hour (Ah) to 4,000 Ah. In the reserve power segment, we have a complete product offering of flooded, VRLA and thin plate pure lead, which we refer to as TPPL, battery products, enabling us to sell to a diverse customer base as well as to fulfill individual customer requirements for a wide range of applications. We are the only manufacturer of TPPL technology in the markets we serve. In the motive power segment, we have a full selection of batteries and chargers for our worldwide customer base, including a high-performance "square tube" battery offered in North America.
- **Our strong management team with a proven track record.** We believe that we have a superior team of managers, with extensive experience in the industrial battery business. Our senior management team, led by our Chief Executive Officer, John D. Craig, has an average of over 25 years of industry experience, including significant experience in the industrial battery business. Over the past three years, our management team has responded to difficult industry conditions by realigning our manufacturing and distribution facilities, controlling costs and successfully integrating a major

acquisition. Following the offering, our management team will own shares and options that, when exercised, will represent 9.4% of our common stock on a fully diluted basis.

Our Strategy

Our primary business objective is to capitalize on our competitive strengths to continue to expand our global market share, increase our net sales and improve our profit margins. We intend to achieve these objectives by implementing the following strategies:

- **Expand our industry-leading position.** We are an industry leader in reserve power and motive power batteries and will endeavor to expand our position by continuing to focus on customer service, product development and cost structure. We believe that our leadership in lead-acid batteries, including applications such as TPPL in certain of our reserve power batteries and "square-tubes" in certain of our motive power batteries, will continue to be a competitive advantage in meeting the evolving needs of our customers. We also intend to leverage our broad product offering and global installed base to penetrate new customers and generate additional aftermarket sales and service opportunities.
- **Continue to expand into high-growth geographic markets.** We are expanding our presence significantly in Asia and Eastern Europe, two of the highest growth geographic markets. For example, from fiscal 2003 to fiscal 2004, our net sales from the Asian market grew from \$33.1 million to \$49.2 million. Given the significant transportation costs involved, particularly with respect to motive power batteries, our local manufacturing capability, combined with our global scale, provides a significant advantage in competing for the business of multinational customers. We believe that our global brands, and our reputation for quality, will provide us with the ability to retain those of our key end-user customers who are shifting and expanding their manufacturing and service facilities to China, Eastern Europe and other developing markets and to gain new customers in those markets.
- **Further penetrate high-growth end markets.** We believe that the UPS, broadband, wireless and aerospace and defense markets offer high-growth potential for sales of our products. We expect that the military and aerospace markets, where our TPPL batteries have demonstrated competitive advantages, will grow at faster rates than the overall economy for the next several years. In addition, we anticipate growth in several new premium portable power markets including medical applications, specialty aftermarket batteries and recreational vehicles.
- **Continue to focus on manufacturing efficiency and cost reduction programs.** We intend to continue our focus on manufacturing efficiency and cost reduction by identifying new opportunities to reengineer, automate and consolidate our manufacturing processes and facilities, redesign our

products and business processes, improve our information technology to increase efficiency and optimize our worldwide supply chain to reduce direct materials costs and streamline our distribution networks.

- **Pursue selective acquisitions.** We will seek to acquire additional product lines and to strengthen and expand our portfolio, including in non-lead-acid technologies, by acquiring and integrating other industrial battery companies or entering into joint ventures or other technology transfer arrangements.

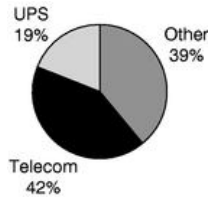
Our ability to achieve our strategy of expansion through acquisitions could be limited by restrictions contained in our credit facilities. The amounts we may pay for acquisitions are subject to per transaction limits for individual transactions and aggregate limits over the term of the credit facilities (until 2011 under the senior secured credit facility and 2012 if we do not prepay in full the senior second lien credit facility). Our individual transaction limits are \$25.0 million cash and \$75.0 million total (cash and company stock), and our aggregate limits are \$100.0 million cash and \$200.0 million total. Furthermore, we may not invest more than \$15.0 million in joint ventures and \$10.0 million in other ventures over the term of the credit facilities. Our ability to incur additional indebtedness also is restricted such that any significant acquisitions that could not be financed through cash generated from operations would need to be financed through issuance of additional company common stock. Exceeding any of our acquisition, investment or additional indebtedness limitations would require the consent of our lenders. See "Description of Our Credit Facilities—Covenants" for further information on these limitations.

Our Products

Reserve Power

Based on information from industry sources and management estimates, we believe that we are the largest supplier of lead-acid reserve power products on a worldwide basis, with a 20% market share in 2003. We estimate that our sales of reserve power products during fiscal 2004 by end-market were as follows:

Fiscal 2004 Reserve Power Sales



Our reserve power products include a variety of lead-acid batteries, both flooded and VRLA, and other DC power equipment and services. Reserve power products are used to provide backup or standby power for critical facilities or electrical equipment in the event of a loss of power from the primary power source.

The primary applications for reserve power batteries are:

- **Telecommunications applications**, such as stored energy systems to power central telephone exchanges, cellular infrastructure and other wireless and wireline systems operated by major telephone and internet backbone providers. For telecommunications applications, our batteries are designed to provide high reliability and extended operation.
- **UPS applications**, principally battery systems to maintain uninterrupted operation for computers and computer-controlled equipment. UPS batteries normally provide power in the event of loss of power from the primary external AC power source, typically to provide for the orderly shut-down of

computer equipment to protect against loss of data or to ensure operation of equipment during power outages on a short-term basis until emergency generators are able to start operating at sufficient capacity to power the equipment.

- **Switchgear and electrical control systems applications**, such as standby power systems to maintain operability of electric utility generation, transmission and distribution systems. For typical switchgear and electrical control systems, backup power is supplied for several hours, while also providing a very high discharge rate for short periods at several intervals to operate switchgear.
- **Portable power applications**, such as corporate and residential alarm systems, point of sale equipment, emergency lighting, closed circuit television systems, test equipment, recreational vehicles, medical devices, hospital life support equipment and various types of instrumentation and specialty aftermarket batteries for large vehicles.
- **Specialty applications, including aerospace and defense**, including battery power systems for combat vehicles, commercial and military aircraft and submarines.

We also manufacture and purchase for resale a wide variety of battery trays, component racks and other accessories that are used in conjunction with our reserve power systems products and a complete line of cabinets for installation of lead-acid batteries. Many of our battery racks and cabinets are designed to meet very demanding customer specifications, including racks designed to withstand seismic shocks. Our ability to customize trays, racks and other accessories gives us a competitive advantage over many of our competitors who do not provide this level of service.

Our reserve power battery product and related products are sold worldwide primarily under the *PowerSafe*, *DataSafe*, *Genesis*, *Cyclon*, *Odyssey*, *Huada*, *Varta* and *Armasafe* brand names.

Brand	Summary technical description	Applications
PowerSafe	A premium range of highly reliable flooded VRLA products	Serves the demanding requirements of telecommunications, including central office, outside plant and wireless applications, electric utility, including power generation, transmission and distribution applications, and switchgear markets
DataSafe	A full range of flooded and VRLA batteries	Specifically designed for the high power requirements of the most demanding UPS systems, ranging from workstations to data centers
Genesis	An extensive range of premium pure lead, lead calcium and Gel VRLA batteries	Provides superior performance for such diverse applications as security systems, emergency lighting, UPS, mobility, cable TV and medical uses
Cyclon	A special spiral wound design of our TPPL VRLA technology	Delivers high performance in very dense design, while delivering superior battery life characteristics, providing customers with a compact solution to their power requirements
Odyssey	Premium TPPL VRLA batteries	For car audio, marine and starting, lighting and ignition applications for motorcycles, personal watercraft, all terrain vehicles and specialty commercial vehicles
Huada	An extensive range of VRLA batteries designed for the China market	Designed to meet the needs of the various power segments of the China telecommunications and UPS markets
Varta	Flooded standard batteries	A well recognized and highly regarded regional brand in Germany and Eastern Europe that is used extensively in the European defense market, including submarine batteries
Armasafe	TPPL technology designed to perform to military specifications	Used for tactical military vehicles such as the M1-A1 Abrams tank and the Humvee

Motive Power

Based on information from industry sources and management estimates, we believe that our worldwide market share in the motive power market was 28% in 2003. We estimate that our sales of motive power products in fiscal 2004 by end-market were as follows:

Fiscal 2004 Motive Power Sales



Our motive power products include complete systems and individual components used to power, monitor, charge and test the batteries used in electric industrial forklift trucks and other material handling equipment. Motive power batteries typically are designed to provide relatively high discharge rates for a six- to eight-hour operating period. They also require rugged design to withstand the rigors of operation within moving industrial vehicles that subject them to high levels of vibration and shock.

The primary applications for motive power batteries are:

- electric industrial forklift trucks and other material handling equipment;
- railroad and grade crossing warning lights and diesel locomotive engine starting; and
- mining and other specialty equipment.

Our motive power chargers convert AC to DC power to recharge motive power batteries during the intervals between operating periods of the vehicles in which the batteries are installed. Our other principal motive power accessories include electronic controls to operate chargers from remote locations and a system for periodically adding water to batteries.

Our motive power batteries are sold worldwide primarily under the brands *Hawker*, *Exide* and *General*, and a line of battery handling equipment and accessories under the *ProSeries* brand, which includes products such as automated battery charging systems, racks and safety equipment. Our *Hawker* brand is the largest motive power brand, by sales, in the world.

Brand/Sub-brand	Summary technical description	Applications
Hawker		
<i>Perfect Plus Evolution</i>	Utilize round tube, positive plate design	Electric industrial forklift trucks
<i>Energy Plus Powerline Top Power Waterless</i>	Utilize flat plate design	
Exide-Ironclad <i>Workhog Deserthog Loadhog Smarthog Superhog</i>	Utilize square tube positive plate design which provides more power over longer periods of time and higher voltages under load	Electric industrial forklift trucks
General <i>General Series HUP</i>	Utilize flat plate design for reliable, cost-effective power	Electric industrial forklift trucks

We are one of the largest manufacturers and distributors of motive power battery chargers in the world. These products are sold principally under the brand names *Hawker*, *Exide* and *General*. We are one of the only manufacturers to offer all three types of proven technology: ferro-resonant, silicon rectifiers and switchmode or high-frequency chargers. Our chargers are designed to recharge our batteries as well as any of our competitors' batteries. Recently, we developed a range of "smart" chargers, capable of communicating with our batteries and forklift trucks, enabling users to obtain valuable information.

Our Customers

We serve over 10,000 customers in over 100 countries, on a direct basis or through our distributors with \$408.8 million or 42.2% of our net sales attributable to the Americas and \$560.3 million or 57.8% attributable to other countries. No single customer accounts for more than 6% of our revenues.

Reserve Power

Our reserve power customers consist of regional customers such as Verizon, British Telecom, Telstra and China Telecom as well as global customers including Nokia, Powerware, Emerson, MGE and Siemens. These customers are in diverse markets ranging from telecom to UPS, electric utilities, security systems, emergency lighting and personal mobility. In addition, we sell our aerospace and defense products to numerous countries, including the governments of the U.S., Germany and the U.K. and to major defense and aviation original equipment manufacturers, which we refer to as OEMs, including Lockheed-Martin and Boeing.

Motive Power

Our motive power customers include a large, diversified customer base. We are not overly dependent on any particular end market or geographic region. These customers include materials handling equipment dealers, OEMs and end users of such equipment. End users include manufacturers, distributors, warehouse operators, retailers, airports, mine operations and railroads. Several of our top motive power customers are forklift truck manufacturers, including the Linde Group, Jungheinrich and Crown Lift Trucks. We also sell to a significant buying group, NACCO Materials Handling Group, a subsidiary of NACCO Industries, Inc., whose operations include purchasing on behalf of a group of forklift truck dealers.

Distribution and Services

Reserve Power

We distribute, sell and service reserve power products globally through a combination of company-owned offices, independent manufacturers' representatives and distributors managed by our regional sales managers. With our global manufacturing locations and regional warehouses, we believe we are well positioned to meet our customers' delivery and servicing requirements. We have targeted our approach to meet local market conditions, which we believe provides the best possible service for our regional customers and our global accounts.

Motive Power

We distribute, sell and service our motive power products throughout the world, principally through company-owned sales and service facilities, as well as through independent manufacturers' representatives. We believe we are the only battery manufacturer in the motive power battery industry that operates a primarily company-owned service network. This company-owned network allows us to offer high-quality service, including preventative maintenance programs and customer support. Our warehouses and service locations enable us to respond quickly to customers in the markets we serve. The extensive industry experience of our sales organization results in strong long-term customer relationships.

Manufacturing and Raw Materials

We believe that our global approach to manufacturing has significantly helped us increase our market share during the past several years. We manufacture our products at nine facilities in the Americas, eight facilities in Europe and two facilities in China. With a view toward projected demand, we strive to optimize and balance capacity at our battery manufacturing facilities located throughout the world, while simultaneously minimizing our product cost. By taking a global view of our manufacturing requirements and capacity, we are better able to anticipate potential capacity bottlenecks and equipment and capital funding needs.

The primary raw materials used to manufacture our products include lead, plastics, steel and copper. We purchase lead from a number of leading suppliers throughout the world. Because lead is traded on the world's commodity markets and its price fluctuates daily, we enter into hedging arrangements from time to time for our projected requirements to mitigate the adverse effects of these fluctuations. We also enter into similar arrangements in connection with our purchases of steel. With respect to the remainder of our raw materials, we generally seek to enter into one- to two-year fixed-priced contracts when cost-effective.

Competition

The industrial lead-acid battery market is highly competitive and has experienced substantial consolidation both among competitors who manufacture and sell industrial batteries and among customers who purchase industrial batteries. Our competitors range from development stage companies to major domestic and international corporations. We also compete with other energy storage technologies such as non-lead-acid batteries, fuel cells and flywheels.

We compete primarily on the basis of reputation, product quality, reliability of service, delivery and price. We believe that our products and services are competitively priced. We believe we possess an approximate 24% global market share in our products and enjoy an incumbent advantage due to barriers to entry. These barriers include the tendency of reserve power battery customers to buy from suppliers on whom they rely with confidence for their critical power needs and the preference of large multinational customers to centralize battery purchases with equally large suppliers equipped with responsive and global servicing networks. An additional barrier is the large initial capital requirement for entrants to develop the necessary manufacturing capacity.

Reserve Power

We believe we have one of the largest market shares, on a worldwide basis, for reserve power products. We compete principally with Exide Technologies, GS Yuasa and C&D Technologies, as well as Fiamm and East Penn Manufacturing.

Motive Power

We believe we have one of the largest market shares, on a worldwide basis, for motive power products. Our principal competition in our motive power segment is Exide Technologies. In North America, we also compete with East Penn Manufacturing and C&D Technologies. In Europe, we also compete with Fiamm and Hoppecke. In Asia, we also compete with JSB, Shinkobe, Yuasa and Hitachi.

Warranties

Warranties for our products vary by geography and product and are competitive with other suppliers of these types of products. Generally, our reserve power products carry a one-year warranty and our motive power products' warranties range from one- to five-years. The warranty on our battery chargers typically ranges from one to three years.

The length of our warranties is sometimes extended to reflect varied regional characteristics and competitive influences. In some cases, we may extend the warranty period to include a pro rata period, which is typically based around the design life of the product and the application served. Our warranties generally cover defects in workmanship and materials and are limited to specific usage parameters.

Intellectual Property

There are no patents that we consider to be material to our business. Although from time to time we apply for patents on new inventions and designs, we believe that the growth of our business will depend primarily upon the quality of our products and our relationships with our customers, rather than the extent of our patent protection.

Although other manufacturers possess thin plate pure lead technology, we believe we are the only manufacturer of products using TPPL technology in the markets we serve. This technology is not patented. We believe that a significant capital investment would be required by any party desiring to produce products using TPPL technology for these markets.

We own or possess licenses and other rights to use a number of trademarks. We have registered many of these trademarks in various styles in the U.S. Patent and Trademark Office and with other countries. Our various trademark registrations currently have a duration of approximately one to 12 years, varying by mark and jurisdiction of registration. We endeavor to keep all of our material registrations current. We believe that many such rights and licenses are important to our business by helping to develop strong brand-name recognition in the marketplace. Some of our significant trademarks include: *Exide*, *Exide-Ironclad*, *HUP*, *Loadhog*, *Superhog*, *Workhog*, *Deserthog*, *Smarthog*, *Cobra*, *GBC*, *ESB*, *Hybernator*, *Liberator*, *Oasis*, *Titan PowerTech*, *PowerGuard*, *PowerPlus*, *LifePlus*, *Waterless*, *Powerline*, *Energy Plus*, *LifeGuard*, *PowerLease*, *EnviroLink*, *Varta*, *Perfect*, *Hawker*, *Armasafe+*, *Odyssey*, *PowerSafe*, *DataSafe*, *Genesis*, *Cyclon*, *Genesis NP*, *Genesis Pure Lead*, *Supersafe*, *Oldham*, *Chloride* and *Espace*.

See "Litigation—Exide Litigation" for information concerning currently pending litigation involving our continuing right to use the *Exide* trademark.

Product and Process Development

Our product and process development efforts are focused on the creation and optimization of new battery products using existing technologies, which differentiate our stored energy solutions from our competition's. We allocate our resources to the following key areas:

- the design and development of new products;
- optimizing and expanding our existing product offering;
- waste reduction;
- production efficiency and utilization;
- capacity expansion, without additional facilities; and
- quality attribute maximization.

Employees

At March 31, 2004, we had approximately 6,500 employees. Of these employees, approximately 3,300, almost all of whom work in our European facilities, were covered by collective bargaining agreements. The average term of these agreements is one to two years, with the longest term being three and one-half years. These agreements expire over the period from 2004 to 2007.

We consider our employee relations to be good. We have not experienced any material labor unrest, disruption of production or strike.

Environmental Matters

In the manufacture of our products throughout the world, we process, store, dispose of and otherwise use large amounts of hazardous materials, especially lead and acid. As a result, we are subject to extensive and changing environmental, health and safety laws and regulations governing, among other things: the generation, handling, storage, use, transportation and disposal of hazardous materials; remediation of polluted ground or water; emissions or discharges of hazardous materials into the ground, air or water; and the health and safety of our employees. Compliance with these laws and regulations results in ongoing costs. Failure to comply with these laws and regulations, or to obtain or comply with required environmental permits, could result in fines, criminal charges or other sanctions by regulators. From time to time we have had instances of alleged or actual noncompliance that have resulted in the imposition of fines, penalties and required corrective actions. Our ongoing compliance with environmental, health and safety laws, regulations and permits could require us to incur significant expenses, limit our ability to modify or expand our facilities or continue production and require us to install additional pollution control equipment and make other capital improvements. In addition, private parties, including current or former employees, could bring personal injury or other claims against us due to the presence of, or their exposure to, hazardous substances used, stored, transported or disposed of by us or contained in our products.

Certain environmental laws assess liability on owners or operators of real property for the cost of investigation, removal or remediation of hazardous substances at their current or former properties or at properties at which they have disposed of hazardous substances. These laws may also assess costs to repair damage to natural resources. We may be responsible for remediating damage to our properties that was caused by former owners. Soil and groundwater contamination has occurred at some of our current and former properties and may occur or be discovered at other properties in the future. We currently are investigating and monitoring soil and groundwater contamination at certain of our properties, and we may be required to conduct these operations at other properties in the future. In addition, we have been and in the future may be liable to contribute to the cleanup of locations owned or operated by other persons to which we or our predecessor companies have sent wastes for disposal, pursuant to federal and other environmental laws. Under these laws, the owner or operator of contaminated properties and companies that generated, disposed of or arranged for the disposal of wastes sent to a contaminated disposal facility can be held jointly and severally liable for the investigation and cleanup of such properties, regardless of fault.

Capital expenditures associated with environmental compliance were approximately \$0.2 million, \$1 million and \$2.7 million in fiscal 2002, 2003 and 2004, respectively. Our operating expenses associated with environmental, health and safety compliance are incorporated into our general operating expenses and are not separately quantified. However, we believe that we have not incurred material operating expenses associated with environmental, health and safety compliance over the last three fiscal years.

Six of our facilities in the United States and Europe are certified to ISO 14001 standards. ISO 14001 is a globally recognized, voluntary program that focuses on the implementation, maintenance and continual improvement of an environmental management system and the improvement of environmental performance.

Richmond, Kentucky. We are undertaking a capital project to improve the ventilation system at our Richmond, Kentucky battery facility. This project resulted from multiple citations we received in September 2001 from the Kentucky Labor Cabinet, Occupational Safety and Health Program, alleging certain violations of permissible exposure limits for airborne lead. In response to these citations, we submitted an Abatement Plan to the Kentucky Labor Cabinet, and we entered into a Stipulation and Settlement Agreement with Kentucky in July 2002 that sets forth a schedule and plan for abatement with

respect to these airborne exposure levels. Over the past two years, we have taken several steps at this facility in conjunction with this abatement plan. Actions that are in progress or that will be taken in the future include, in part, upgrades to the work stations, exhaust ventilation, and supply ventilation in areas identified in the abatement plan. Our improvements at this facility resulted in capital expenditures of approximately \$0.3 million in fiscal 2003 and \$1.3 million in fiscal 2004. Our current budget for this project in fiscal 2005 and 2006 is approximately \$1.3 million and \$0.6 million, respectively. We currently anticipate completing this project by February 2006.

Manchester, England. We currently have identified three potentially significant environmental issues at our Manchester, England battery facility: lead slag piles that may pose a health risk are located in the vicinity of a public footpath on the property; the potential restoration of the Manchester, Bolton and Bury Canal by British Waterways may lead to sampling and/or remediation obligations with respect to the canal and surrounding areas located on our property; and there may be multiple and as yet unidentified areas of soil and groundwater contamination at the facility. We believe we have a right to be indemnified by Invensys for these potential environmental liabilities and submitted a notice of claim to Invensys in May 2003 regarding these issues. No government or third-party lawsuits, regulatory actions or orders have been filed with respect to this site to date, and all our actions at this site to date are voluntary. The only action that has been taken at this site is the testing of the footpath area. To date, Invensys has assumed full responsibility for this testing. We have also established reserves of approximately \$5.3 million for the facility, which reserve is not discounted by any amounts we expect to recover from Invensys. Based on the information available at this time, we believe these reserves are sufficient to satisfy these environmental liabilities.

Sumter, South Carolina. We currently are responsible for certain cleanup obligations at the former Yuasa lead-acid battery facility in Sumter, South Carolina. The lead acid battery facility was closed in 2001 and is separate from our current metal fabrication facility in Sumter. Remediation issues related to lead contamination in the soil were addressed pursuant to a 1998 Consent Order with the State of South Carolina, and we believe this matter to be closed. We are subject to ongoing stormwater inspection requirements under a 2000 Consent Order based on suspected lead contamination. We also are in ongoing discussions with the State of South Carolina regarding alleged trichloroethylene (TCE) and other volatile organic compound (VOC) contamination in the groundwater that predates our ownership of this facility. There may be other unidentified contaminants in the soil or groundwater that also predate our ownership of this facility. There may be other unidentified contaminants in the soil or groundwater that also predate our ownership of this facility. We believe we are insured against losses arising out of the alleged VOC contamination pursuant to our environmental insurance policy for U.S. facilities and filed a notice of claim with our insurance carrier in October 2002 regarding this contamination. In July 2004, we received written confirmation from our insurance carrier that we are insured against losses over \$500,000 with respect to the investigation of this VOC contamination. We also believe we may be indemnified by Yuasa for environmental liabilities at this facility and submitted a notice of claim to Yuasa in 2002 regarding these issues. We have not yet received a response to our indemnification claim. We have established reserves of approximately \$1.8 million for the environmental issues at this facility, which reserve is not discounted by any amounts we might recover from third parties. Based on current information, we believe these reserves are adequate to satisfy our environmental liabilities at this facility.

European Union Lead Acid Battery Legislation. Recent legislation proposed by the European Union may affect us and the lead acid battery industry. In November 2003, the European Commission issued a Directive that recommends the elimination of mercury in batteries and the reclamation of spent lead and cadmium batteries for recycling (a "closed-loop" life cycle). On April 20, 2004, the European Parliament approved legislation that would effectively ban lead and cadmium in batteries as well as mercury, with the exception of batteries for which no suitable alternatives exist. While we do not believe that such alternatives currently exist, a suitable substitute for lead acid batteries may be identified or developed. In response to the vote of the European Parliament, the European Commission stated it would not endorse a

ban on lead or cadmium in batteries and affirmed its original proposal for closed-loop recycling regulations. The European Council, the main decision-making body of the European Union, is expected to comment on the new battery Directive within the coming months. We cannot predict whether the Council will adopt the view of the Parliament or the Commission. Enactment and implementation of the European Parliament's Directive by the Member States could have a material adverse effect on our business, results of operations and financial condition.

Litigation

Exide Litigation

When we acquired Yuasa's North and South American industrial battery business in 2000, we acquired the worldwide right to use the *Exide* trademark on industrial batteries. Yuasa had acquired an exclusive, perpetual, worldwide and transferable license to use the *Exide* name on industrial batteries in 1991 when it bought Exide Technologies' industrial battery business.

In 2002, Exide Technologies filed for protection under Chapter 11 of the U.S. Bankruptcy Code. During the course of its Chapter 11 proceedings, Exide Technologies sought to reject certain agreements related to the 1991 sale of Exide Technologies' industrial battery business to Yuasa, including the trademark license referred to above. We opposed Exide Technologies' attempt to reject these agreements. If the court were to find in favor of Exide Technologies, our license to use the *Exide* name could be terminated. If the license were so terminated, we believe that the court might delay the effective date of the termination for some reasonable period.

The *Exide* trade name is one of our better-known brands. Our *Exide*-branded batteries represented approximately 12% of our net sales for fiscal 2004. We introduced testimony in the court proceedings from an expert witness who estimated that we would suffer damages of approximately \$60 million over a seven-year period from price erosion, profit on lost sales and incremental rebranding expense in the event that the license were terminated. This expert's assessment of our damages assumed, contrary to our current belief, that the court would not delay the effective date of the termination.

We believe that we should prevail but, as with any litigation, the outcome is uncertain. If we do not ultimately prevail, we believe that, if the court were to provide us with a reasonable time period to continue to use the name while we rebrand our products in order to mitigate potential price erosion and sales loss, the termination of the license should not have a material adverse effect on our financial condition or operating results.

Other Litigation

From time to time, we are involved in litigation incidental to the conduct of our business. We do not expect that any of this litigation, individually or in the aggregate, will have a material adverse effect on our financial condition, results of operations or cash flow.

Facilities

Set forth below is a table of our principal manufacturing and principal distribution facilities, their principal functions, the approximate size of the facility and whether the facility is owned or leased.

Location	Function/Products Produced(1)	Size (square feet)	Owned/Leased
North America:			
Reading, PA	Corporate Offices	109,000	Owned
Richmond, KY	Motive and Reserve Power Batteries	277,000	Owned
Cleveland, OH	Motive Power Chargers	66,000	Owned
Ooltewah, TN	Motive Power Batteries	90,000	Owned
Warrensburg, MO	Reserve Power Batteries	341,000	Owned
Hays, KS	Reserve Power Batteries	351,000	Owned
Sumter, SC	Metal fabrication, Motive and Reserve Power	52,000	Owned
Santa Fe Springs, CA	Distribution Center, Motive and Reserve Power Batteries	35,000	Leased
Carlstadt, NJ	Distribution Center, Motive and Reserve Power Batteries	25,000	Leased
Tijuana, Mexico	Reserve Power Batteries	156,000	Owned
Monterrey, Mexico	Reserve and Motive Power Batteries	80,000	Owned
Brampton, Canada	Assembly and distribution, Motive and Reserve Power Batteries	37,000	Leased
Europe:			
Arras, France	Reserve and Motive Power Batteries	484,000	Owned
Newport, Wales	Reserve Power Batteries	233,000	Owned
Manchester, England	Reserve Power Batteries	475,000	Owned
Hagen, Germany	Reserve and Motive Power Batteries	395,000	Owned/Leased
Bielsko-Biala, Poland	Motive Power Batteries	172,000	Leased
Brebieres, France	Motive Power Chargers	41,000	Leased
Zamudio, Spain	Reserve and Motive Power Batteries	55,000	Owned
Villanova, Italy	Reserve and Motive Power Batteries	50,000	Leased
Herstal, Belgium	Distribution Center, Motive and Reserve Power Batteries	84,000	Leased
Asia:			
Shenzhen, China	Reserve Power Batteries	176,000	Owned
Jiangsu, China	Reserve Power Batteries	130,000	Owned

(1) The primary function of listed facilities is manufacturing industrial batteries, unless otherwise noted.

Quality Systems

We utilize a global strategy for quality management systems, policies and procedures, the basis of which is the ISO 9001:2000 standard. We believe in the principles of this standard and reinforce this by mandatory compliance for all manufacturing, sales and service locations that are registered to the ISO 9001 standard. This strategy enables us to provide effective products and services to meet our customers' needs.

MANAGEMENT

Directors and Executive Officers

Set forth below is certain information regarding our executive officers and directors.

Name	Age	Position
John D. Craig	53	Chairman of the Board of Directors, President and Chief Executive Officer
Michael T. Phillion	52	Executive Vice President—Finance and Chief Financial Officer
Charles K. McManus	57	Executive Vice President—North America Reserve Power and Worldwide Marketing
John A. Shea	41	Executive Vice President—Motive Power Americas
Richard W. Zuidema	55	Executive Vice President—Administration
Cheryl A. Diuguid	53	Senior Vice President—Asia
Raymond R. Kubis	50	President—Europe
Howard I. Hoffen	40	Director
Eric T. Fry	37	Director
Michael C. Hoffman	41	Director Nominee
Chad L. Elliott	32	Director Nominee
Dennis S. Marlo	61	Director Nominee
John F. Lehman	61	Director Nominee

Executive officers are appointed by and serve at the pleasure of our board of directors. A brief biography of each director and executive officer follows:

John D. Craig, *Chairman of the Board of Directors, President and Chief Executive Officer.* Mr. Craig has served as Chairman of the Board of Directors, President and Chief Executive Officer and a director since November 2000. From 1998 to October 2000, he served as President and Chief Operating Officer of Yuasa Inc., the predecessor company to EnerSys. Mr. Craig joined Yuasa in 1994. Mr. Craig received his Master of Electronics Engineering Technology degree from Arizona State University and his Bachelor's degree from Western Michigan University.

Michael T. Phillion, *Executive Vice President—Finance and Chief Financial Officer.* Mr. Phillion has served as Executive Vice President—Finance and Chief Financial Officer since November 2000. From 1994 to October 2000, he served as Vice President—Finance and Chief Financial Officer of Yuasa. Prior thereto, Mr. Phillion was employed as a banking merger and acquisitions specialist with Ernst & Young and as a senior financial executive with a large regional food service management company. Mr. Phillion is a certified public accountant. He received his Bachelor of Science degree in Accounting from Pennsylvania State University.

Charles K. McManus, *Executive Vice President—North America Reserve Power and Worldwide Marketing.* Mr. McManus has served as Executive Vice President—North America Reserve Power and Worldwide Marketing since March 2002. Mr. McManus served as Executive Vice President of Stationary Power from 2000 to 2002 and as Vice President—Stationary Power of Yuasa from 1997 to 2000. From 1990 to 1997, Mr. McManus was employed by GNB Industrial Battery Company as Vice President—Telecom Business Unit. Mr. McManus attended the University of Pennsylvania.

John A. Shea, *Executive Vice President—Motive Power Americas.* Mr. Shea has served as Executive Vice President—Motive Power Americas since March 2002. From November 2000 to March 2002, he served as Executive Vice President—Motive Power. From 1995 to November 2000, Mr. Shea was Vice President Sales and Marketing—Motive Power of Yuasa. He joined Yuasa in 1987. Mr. Shea received his Bachelor of Arts degree in Business Administration with a double major in Marketing and Human Resource Management from California State University.

Richard W. Zuidema, Executive Vice President—Administration. Mr. Zuidema has served as Executive Vice President—Administration since March 2002. From November 2000 until March 2002, Mr. Zuidema was Executive Vice President—Administration and International. Mr. Zuidema served as Vice President—Administration of Yuasa from 1998 to 2000. Mr. Zuidema received his Master of Business Administration degree from the University of Buffalo and his Bachelor of Sciences degree in Business Administration and Finance from the State University of New York.

Cheryl A. Diuguid, Senior Vice President—Asia. Ms. Diuguid has served as Senior Vice President—Asia since February 2004. From March 2002 to February 2004, Ms. Diuguid served as Vice President of Strategic Planning and Asia. Ms. Diuguid was employed by Invensys plc from 1991 to 2002, where she served as Vice President and General Manager of Worldwide Operations for the Energy Storage Group from April 1999 to March 2002. Ms. Diuguid received her Master of Business Administration degree from Duke University, her Master of Science degree in Chemistry from the University of Virginia and her Bachelor of Science degree in Chemistry from Lynchburg College.

Raymond R. Kubis, President—Europe. Mr. Kubis has served as President—Europe, since March 2002. From October 1998 to March 2002, Mr. Kubis was Vice President, General Manager, Motive Power, for the Energy Storage Group of Invensys plc. Mr. Kubis received his Master of Business Administration degree from The Wharton School of the University of Pennsylvania and his Bachelor of Science degree in Accounting from the University of Illinois.

Howard I. Hoffen, Director. Mr. Hoffen has been a director since November 2000. Mr. Hoffen is a Managing Director of Morgan Stanley & Co. Incorporated. He joined Morgan Stanley & Co. Incorporated initially in 1985. Mr. Hoffen serves as a Director of Catalytica Energy Systems, Inc. and Choice One Communications, both of which trade on the Nasdaq Stock Market. He is also a Director of the following private companies: Cantera Resources, Concert Capital, Direct Response Corporation, Homesite Group Inc., Triana Energy, Union Drilling Co. Inc. and Vanguard Health Systems. Mr. Hoffen received his Master of Business Administration degree from Harvard Business School and his Bachelor of Science degree from Columbia University.

Eric T. Fry, Director. Mr. Fry has been a director since November 2000. Mr. Fry is a Managing Director of Morgan Stanley. He joined Morgan Stanley & Co. Incorporated initially in 1989. Mr. Fry serves as a Director of Cross Country Healthcare, Inc., which is traded on the Nasdaq Stock Market. He is also a Director of American Color Graphics, Inc., Direct Response Corporation, Homesite Group, LifeTrust America, Vanguard Health Systems and The Underwriter Group Limited. Mr. Fry received his Master of Business Administration degree from Harvard Business School and his Bachelor of Science degree in Economics from The Wharton School at the University of Pennsylvania.

Michael C. Hoffman, Director Nominee. Michael C. Hoffman is a Managing Director of Morgan Stanley Capital Partners. He joined Morgan Stanley & Co. Incorporated in 1986 and worked in the Firm's Strategic Planning Group prior to joining Morgan Stanley Private Equity in 1990. Mr. Hoffman is a Director of American Color Graphics, Inc. and Aventine Renewable Energy, Inc., and has served as a Director of Jefferson Smurfit Corporation and eAccess Limited. Mr. Hoffman received his Bachelor of Science degree in Operations Research and Industrial Engineering from Cornell University.

Chad L. Elliott, Director Nominee. Mr. Elliott is a Vice President of Morgan Stanley Capital Partners. He joined Morgan Stanley Private Equity in 1999. Prior to that, Mr. Elliott was an Analyst at Goldman Sachs & Co. Mr. Elliott is a Director of Aventine Renewable Energy, Inc. Mr. Elliott received his Master of Business Administration degree from Harvard Business School and his Bachelor of Arts degree in Economics from Princeton University.

Dennis S. Marlo, Director Nominee. Mr. Marlo served as Chief Risk Management Officer of Sovereign Bancorp, Inc. from April 2001 through June 2004 and currently serves as Executive Vice President.

Mr. Marlo joined Sovereign in February 1998 as the President of the Pennsylvania Division of Sovereign Bank and was appointed Chief Financial Officer and Treasurer of Sovereign in May 1998, serving in that capacity through April 2001. Prior thereto, Mr. Marlo served as President and Chief Executive Officer of ML Bancorp Inc., a predecessor company of Sovereign, and as a partner with KPMG, LLP. Mr. Marlo completed the Graduate School of Community Bank Management at the University of Texas at Austin and received his Bachelor of Science degree in Accounting from La Salle University. He is a certified public accountant.

John F. Lehman, Director Nominee. Mr. Lehman is a founding partner of J.F. Lehman & Company, a private equity firm, and has been its chairman since November 1990. Prior to founding J.F. Lehman & Company, Mr. Lehman was a Managing Director in Corporate Finance at PaineWebber Incorporated, served for six years as Secretary of the Navy, was a member of the National Security Council Staff, served as a delegate to the Mutual Balanced Force Reductions negotiations and was the Deputy Director of the Arms Control and Disarmament Agency. Mr. Lehman serves as a director of Ball Corporation, which is traded on the New York Stock Exchange. He is the chairman of the following private companies: Special Devices, Incorporated, OAO Technology Solutions, Inc., Racal Instruments, Inc. and Racal Acoustics Ltd. He also serves as a director of ISO Inc., a private company. Mr. Lehman is a member of the National Commission on Terrorist Attacks Upon the United States. He is also chairman of the Princess Grace Foundation. Mr. Lehman received his Bachelor of Science degree from St. Joseph's University, his Bachelor of Arts and Master of Arts degrees from Cambridge University and a doctorate from the University of Pennsylvania.

Morgan Stanley and Morgan Stanley Capital Partners have announced that a team of investment professionals from Morgan Stanley Capital Partners, led by Howard Hoffen and senior members of the Capital Partners group including Eric Fry and Michael Hoffman, will establish a new independent private equity firm, Metalmark Capital, LLC, to manage MSCP IV and certain of its related funds on a sub-advisory basis. This sub-advisory relationship is expected to commence in the third quarter of 2004.

Composition of the Board After This Offering

Upon the closing of this offering, our board of directors will consist of seven members, including Mr. Marlo and Mr. Lehman, independent directors who have been named to serve on our board of directors effective as of the closing of this offering. We expect to add a third independent member to our board of directors within 12 months after the closing of this offering. There are no family relationships among our directors or executive officers.

Messrs. Hoffen and Fry serve, and Messrs. Hoffman and Elliott have been nominated to serve, on our board of directors by MSCP IV, pursuant to the securityholder agreement that we entered into with the Morgan Stanley Funds and our other principal equity holders prior to this offering. The securityholder agreement entitles MSCP IV to designate a majority of the nominees for election to the board of directors and also provides that our chief executive officer shall be nominated to the board of directors. The parties to the securityholder agreement have agreed with us to vote their shares of common stock to elect such nominees for director.

Pursuant to our certificate of incorporation, our board of directors is divided into three classes. The members of each class will serve for a staggered, three-year term. Upon the expiration of the term of a class of directors, nominees for directors in that class will be considered for election for three-year terms at the annual meeting of stockholders in the year in which the term of directors in that class expires. The classes are composed of the following directors:

- Mr. Fry, Mr. Marlo and Mr. Lehman will be Class I directors, whose terms will expire at the 2005 annual meeting of stockholders;

- Mr. Hoffman and Mr. Elliott will be Class II directors, whose terms will expire at the 2006 annual meeting of stockholders; and
- Mr. Craig and Mr. Hoffen will be Class III directors, whose terms will expire at the 2007 annual meeting of stockholders.

Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of our directors. This classification of our board of directors may have the effect of delaying or preventing changes in control of our company.

Committees of our Board of Directors

At the closing of this offering, our board of directors will have an audit committee, a compensation committee and a nominating and corporate governance committee, each of which will have the composition and responsibilities described below. Our board of directors from time to time may establish other committees.

Because MSCP IV and our other existing institutional stockholders will continue to hold more than 50% of the voting power of EnerSys after giving effect to the offering, we are a "controlled company" within the meaning given to that term in the New York Stock Exchange listing requirements. So long as we are a "controlled company," we are exempt from certain listing requirements, including, among others, the requirements that a majority of our board of directors be independent directors and that all the members of our compensation and nominating and corporate governance committees be independent directors.

Audit Committee

Upon the closing of this offering, our audit committee will consist of Mr. Marlo, Mr. Lehman and Mr. Fry. Mr. Marlo has been determined to be our "audit committee financial expert," as such term is defined in Item 401(h) of Regulation S-K. The audit committee will be responsible for:

- engaging our independent auditor;
- approving the overall scope of our audit;
- assisting our board of directors in monitoring the integrity of our financial statements, the independent accountants' qualifications and independence, the performance of the independent accountants and our internal audit function and our compliance with legal and regulatory requirements;
- annually reviewing our independent auditor's report describing the auditing firm's internal quality-control procedures, any material issues raised by the most recent internal quality control review, or peer review, of the auditing firm;
- monitoring the rotation of partners of the independent auditor on our engagement team;
- discussing the annual audited financial and quarterly statements with management and the independent auditor and reviewing our material accounting policies and estimates and administrative and financial controls;
- discussing earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies;
- discussing policies with respect to risk assessment and risk management;
- meeting separately, periodically, with management, internal auditors and the independent auditor;

- reviewing with the independent auditor any audit problems or difficulties and management's response;
- setting clear hiring policies for employees or former employees of the independent auditor;
- approving the retention of the independent auditor to perform any proposed permissible non-audit services;
- handling such other matters as are specifically delegated to the audit committee by our board of directors from time to time; and
- reporting regularly to our full board of directors.

Within 12 months after the closing of this offering, we plan to nominate an additional new independent member to the audit committee to replace Mr. Fry so that all three of our audit committee members will be "independent," as such term is defined in Rule 10A-3(b)(i) under the Securities Exchange Act of 1934, as amended.

Our board of directors has adopted a written charter for the audit committee, which will be available on our website at <http://www.enersys.com>.

Compensation Committee

Upon the closing of this offering, our compensation committee will consist of one independent director, and Mr. Hoffen and Mr. Fry. The compensation committee is responsible for:

- reviewing key employee compensation policies, plans and programs;
- reviewing and approving the compensation of our executive officers;
- reviewing and approving employment contracts and other similar arrangements between us and our executive officers;
- reviewing and consulting with the chief executive officer on the selection of officers and evaluation of executive performance and other related matters;
- administration of stock plans and other incentive compensation plans; and
- such other matters that are specifically delegated to the compensation committee by our board of directors from time to time.

None of our executive officers serves as a member of the board of directors or compensation committee of any entity that has one or more executive officers who serve on our board or compensation committee.

Nominating and Corporate Governance Committee

Upon the closing of this offering, our nominating and corporate governance committee will consist of one independent director, and Mr. Hoffen and Mr. Fry. The nominating and corporate governance committee will be responsible for identifying and recommending potential candidates qualified to become board members, recommending directors for appointment to board committees and developing and recommending to our board a set of corporate governance principles.

Director Compensation

Upon the closing of the offering, we expect to pay our directors (other than directors who are our employees) an annual retainer of \$50,000 and a fee of \$2,500 for each of our board meetings, and \$1,000 for each committee meeting, attended in person (or \$1,250 for each of our board meetings, and \$500 for each committee meeting, attended by telephone). We will grant each of our directors (other than directors

who are our employees) options to acquire 2,500 shares of common stock annually at an exercise price equal to the closing market price on the date of the grant. We will reimburse any member of our board who is not an employee for reasonable expenses incurred in connection with his or her attendance at board and committee meetings. We also plan to grant stock options or other awards under our 2004 EIP to independent directors.

Limitation of Liability and Indemnification of Directors and Officers

Delaware law, our certificate of incorporation and our bylaws contain limitation of liability provisions and provisions for indemnification of our directors and officers. See "Description of Capital Stock, Certificate of Incorporation and Bylaws" for a summary of these provisions.

In addition, we have entered into, or will have entered into prior to the closing of this offering, an indemnity agreement with each of our directors and officers. Pursuant to this agreement, we will indemnify, to the fullest extent permitted by the Delaware General Corporation Law, each director or officer who is, or is threatened to be made, a party to any proceeding by virtue of the fact that such person is or was one of our directors or officers. Indemnification will be provided for all costs, judgments, penalties, fines, liabilities and amounts paid in settlement of any such proceeding and for expenses actually and reasonably incurred in connection with any such proceeding.

Executive Compensation

The following table shows the annual cash compensation and certain other compensation paid or accrued by us for fiscal 2004 to our Chief Executive Officer and our other four most highly compensated executive officers. We refer to these officers collectively as our named executive officers.

Summary Compensation Table

Name and Principal Position	Annual Compensation			Securities Underlying Options (#)	Long-Term Compensation Awards	
	Salary	Bonus	Other			All Other Compensation
John D. Craig Chairman, President and Chief Executive Officer	\$ 725,000	\$ 725,000(1) 3,687,855(2)	\$ 2,100(3)	128,278	\$	32,909(4)
Michael T. Phillion Executive Vice President—Finance, Chief Financial Officer and Director	\$ 335,000	\$ 201,000(1) 1,580,280(2)	\$ 2,100(3)	51,300	\$	9,916(5)
Richard W. Zuidema Executive Vice President—Administration and Director	\$ 336,000	\$ 201,600(1) 1,207,049(2)	\$ 2,100(3)	51,300	\$	10,137(5)
John A. Shea Executive Vice President—Motive Power Americas	\$ 311,000	\$ 186,600(1) 1,259,796(2)	\$ 2,100(3)	51,300	\$	9,684(5)
Raymond R. Kubis President—Europe	\$ 366,048(6)	\$ 217,587(1)(7) 415,477(2)	\$ 75,894(8)	51,300	\$	22,860(9)

(1) Consists of normal bonus for fiscal 2004 paid in fiscal 2005.

(2) Consists of a one-time payment in connection with our recapitalization on March 17, 2004. In order to treat management equitably with other stockholders, because significant portions of management's equity interests are in the form of options to purchase shares of our common or preferred stock, we made a cash distribution to each individual based on the aggregate in-the-money value of his or her

vested options. These one-time bonus payments were made to all members of management who held unexercised options.

- (3) Consists of car allowance benefits.
- (4) Consists of long-term disability premiums in the amount of \$7,150, 401(k) matching contributions in the amount of \$9,859 plus benefits under a split dollar life insurance policy in the amount of \$890 of imputed income associated with the term insurance portion of the policy and \$15,010 of imputed interest income resulting from the premiums paid in fiscal 2004. These benefits represent the price of the term portion of the policy premiums plus the discounted present value of the imputed interest on the investment portion of the premiums over Mr. Craig's expected life.
- (5) Consists of 401(k) matching contributions.
- (6) U.S. dollar equivalent of annual salary of €297,600, based on the exchange rate at March 31, 2004, \$1.23 to €1.00.
- (7) Consists of U.S. dollar equivalent of fiscal 2004 bonus of €176,900, based on the exchange rate at March 31, 2004, \$1.23 to €1.00.
- (8) U.S. dollar equivalent of €61,703, based on the exchange rate at March 31, 2004, \$1.23 to €1.00. This represents perquisites paid to Mr. Kubis for fiscal 2004 and includes private school tuition of \$55,781 for Mr. Kubis' children, personal travel expenses of \$9,546, car allowance benefits of \$2,688 and payments of \$7,879 for tax advisory services.
- (9) This represents the U.S. dollar equivalent of €18,585 in pension contributions to an individual retirement account, based on the exchange rate at March 31, 2004, \$1.23 to €1.00.

Stock Option Grants in Fiscal 2004

The following table sets forth information regarding stock options granted during fiscal 2004 to the executive officers named below.

	Number of Securities Underlying Options Granted (#)(1)	Percentage of Total Options Granted to Employees in Fiscal 2004	Exercise Price per Share (\$/Sh)	Expiration Date	Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term(2)	
					5%	10%
John D. Craig Chairman, President and Chief Executive Officer	39,643	7.32%	\$ 16.24	3/22/09	\$ 22,200	\$ 53,914
	66,291	12.24	10.82	3/22/12	396,420	449,453
	22,344	4.12	21.92	3/22/12	—	—
Michael T. Phillion Executive Vice President—Finance, Chief Financial Officer	15,846	2.92%	\$ 16.24	3/22/09	\$ 8,874	\$ 21,551
	26,505	4.90	10.82	3/22/12	158,500	179,704
	8,949	1.65	21.92	3/22/12	—	—
Richard W. Zuidema Executive Vice President—Administration	15,846	2.92%	\$ 16.24	3/22/09	\$ 8,874	\$ 21,551
	26,505	4.90	10.82	3/22/12	158,500	179,704
	8,949	1.65	21.92	3/22/12	—	—
John A. Shea Executive Vice President—Motive Power Americas	15,846	2.92%	\$ 16.24	3/22/09	\$ 8,874	\$ 21,551
	26,505	4.90	10.82	3/22/12	158,500	179,704
	8,949	1.65	21.92	3/22/12	—	—
Raymond R. Kubis President—Europe	15,846	2.92%	\$ 16.24	3/22/09	\$ 8,874	\$ 21,551
	26,505	4.90	10.82	3/22/12	158,500	179,704
	8,949	1.65	21.92	3/22/12	—	—

- (1) One-half of the options granted in fiscal 2004 vested upon grant. The unvested portion of the grant vests 50% per year over two years.

(2) Potential realizable values are net of exercise price, but before any taxes associated with exercise. The assumed rates of stock appreciation are provided in accordance with SEC rules based upon an assumed initial public offering price of \$16 per share, and do not represent our estimate or projection of future stock price.

Aggregated Option Exercises in Fiscal 2004 and Fiscal Year-End Option Values

None of our named executive officers exercised options to purchase our common stock during fiscal 2004. The following table shows information about the value of each of our named executive officers' unexercised options as of March 31, 2004.

Fiscal 2004 Year-End Option Values

	Number of Securities Underlying Unexercised Options at Fiscal Year-End(1)		Value of Unexercised In-the-Money Options at Fiscal Year-End(2)	
	Exercisable	Unexercisable	Exercisable	Unexercisable
John D. Craig Chairman, President and Chief Executive Officer	1,334,754	755,858	\$ 4,971,336	\$ 2,007,360
Michael T. Phillion Executive Vice President—Finance, Chief Financial Officer	549,983	302,272	2,185,241	802,700
Richard W. Zuidema Executive Vice President—Administration	493,395	302,272	1,495,701	802,700
John A. Shea Executive Vice President—Motive Power Americas	501,496	302,272	1,594,416	802,700
Raymond R. Kubis President—Europe	218,822	302,272	603,884	603,889

(1) Includes common stock equivalent number of shares issuable if certain stock options had been exercised for preferred stock and then converted into common stock, all as of March 31, 2004. As of March 31, 2004, there were 302,354 stock options outstanding for preferred stock, convertible into 350,797 shares of common stock. Named executive officers held 257,781 of these preferred stock options.

(2) There was no public trading market for our common stock as of March 31, 2004. Accordingly, these values have been based upon an assumed initial public offering price of \$16.00 per share less the applicable exercise price payable for these shares, multiplied by the number of shares underlying the option.

Equity Compensation Plan Information

The following table sets forth information as of March 31, 2004, regarding all of our existing compensation plans pursuant to which equity securities are authorized for issuance to employees and non-employee directors.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	Total of securities reflected in columns (a) and (c)
	(a)	(b)	(c)	(d)
Equity Compensation Plans Approved By Stockholders(1)	7,334,398	\$ 13.63	1,000,000	8,334,398
Equity Compensation Plans Not Approved By Stockholders	—	—	—	—
Total	7,334,398	\$ 13.63	1,000,000	8,334,398

(1) Consists of options to purchase shares of common stock or preferred stock under the EnerSys Management Equity Plan ("MEP"), which was adopted by stockholders on November 9, 2000. Options granted under this plan generally vest 25% per year from the date of grant. Upon an IPO, an additional 30% of granted options vest immediately.

Employment Agreements

All of our named executive officers have entered into employment or directorship agreements with us. The following is a description of the material terms of these agreements.

Employment Agreements with Messrs. Craig, Phillion, Zuidema and Shea

We entered into an employment agreement with Mr. Craig on November 9, 2000. Mr. Craig's employment agreement is for a three-year term that is automatically extended on a daily basis to continue for three years from the date of such extension. Mr. Craig's employment agreement provides that after an initial public offering of our stock, we will use our best efforts to nominate him as Chairman of the Board and that he shall also serve as the Chief Executive Officer and Chairman of the Board of each direct and indirect subsidiary of EnerSys. Mr. Craig's employment agreement provides that he may not compete with our business for three years following termination of his employment. We entered into employment agreements with each of Messrs. Phillion, Zuidema and Shea on November 9, 2000. The employment agreements entered into by Messrs. Phillion, Zuidema and Shea are for a two-year term that is automatically extended on a daily basis to continue for two years from the date of such extension. These employment agreements provide generally that the executive may not compete with our business for two years following termination of his employment.

Subject to annual increases at the sole discretion of the compensation committee, Mr. Craig's base salary is \$725,000, Mr. Phillion's base salary is \$335,000, Mr. Zuidema's base salary is \$336,000 and Mr. Shea's base salary is \$311,000. Contingent upon meeting goals established by the Board of Directors and the compensation committee, Mr. Craig is entitled to a bonus of up to 100% of base salary, and each of Mr. Phillion, Mr. Zuidema and Mr. Shea is entitled to a bonus of up to 60% of base salary.

We may terminate the employment of Mr. Craig, Phillion, Zuidema or Shea for cause if he has been involved in any of the following: the commission of a felony or crime involving moral turpitude; a knowing and intentional fraud; an act or omission that is materially injurious to EnerSys; or the willful and continued failure or refusal to substantially perform his duties as an employee. If we were to terminate the employment of one of these executives without cause, or if he were to resign with good reason, we would be obligated to pay him his base salary, plus annual bonuses in an amount equal to the average of his two most recent annual bonuses, for the remainder of the term of the employment agreement. The employment agreements provide that if any payments due to the executive are subject to excise tax under Section 4999 of the Internal Revenue Code of 1986, we will provide the executive with a tax gross-up payment to negate the excise tax. "Good reason" means any of the following: a decrease in base salary; a material diminution of authority, responsibilities or positions; a relocation to any office location that is more than 50 miles from Reading, Pennsylvania; or our giving notice that we intend to discontinue the automatic extension of the employment agreement.

Directorship Agreement with Mr. Kubis

On January 8, 2002, Mr. Kubis entered into a directorship agreement and a managing directorship agreement with respect to his services as President—Europe. These directorship agreements are for two-year terms that may be extended at our option. They provide generally that Mr. Kubis may not compete with our business for at least 12 months following termination of his directorship. Subject to annual increases at the sole discretion of the compensation committee, Mr. Kubis's base salary is €297,600 (U.S. dollar equivalent of \$366,048, based on the exchange rate at March 31, 2004, \$1.23 to €1.00), and, contingent upon meeting goals established by the Board of Directors and the compensation committee, Mr. Kubis is entitled to an annual bonus of up to 60% of base salary.

We may terminate Mr. Kubis' directorship appointment for cause if he has been involved in any of the following: the commission of a felony or crime involving moral turpitude; a knowing and intentional fraud; an act or omission that is materially injurious to EnerSys; or the willful and continued failure or refusal to substantially perform his duties as a director. If we were to terminate Mr. Kubis' appointment without cause, or if he were to resign with good reason, we would be obligated to pay him his base remuneration, plus annual bonuses in an amount equal to the average of his two most recent annual bonuses, for two years. The directorship agreement provides that if any payments due to Mr. Kubis are subject to excise tax under Section 4999 of the Internal Revenue Code of 1986, we will provide Mr. Kubis with a tax gross-up

payment to negate the excise tax. "Good reason" means any of the following: a decrease in base remuneration; a material diminution of authority, responsibilities or positions; a relocation from Brussels, Belgium to any other location, unless Mr. Kubis is relocated to the United States or, upon 90 days' prior notice and the payment of reasonable relocation expenses, to London, Paris or Frankfurt; or a failure to renew the managing directorship agreement.

Management Equity Plan

The following is the summary of the material terms of our Management Equity Plan, which we refer to as the MEP. This description is not complete. For more information, we refer you to the full text of the MEP, which has been filed as an exhibit to the registration statement of which this prospectus forms a part. We originally adopted the MEP effective as of November 22, 2000. On the date of this prospectus, the MEP was amended to provide that no additional awards shall be granted pursuant to it.

The MEP authorized the grant of "non-qualified" (for purposes of the Internal Revenue Code of 1986, as amended (the "Code")) stock options and restricted stock to our officers and key employees. The number of shares reserved pursuant to outstanding awards under the MEP is subject to adjustment as a result of mergers, consolidations, stock dividends, stock splits and other dilutive changes in our common stock.

Administration. The MEP is administered by our compensation committee, provided that all actions of the compensation committee require the prior approval of the board. The compensation committee may adopt such rules as it may deem appropriate in order to carry out the purpose of the MEP. All questions of interpretation, administration and application of the MEP shall be determined in good faith by a majority of the members of the compensation committee, except that the compensation committee may authorize any one or more of its members, or any officer, to execute and deliver documents on behalf of the compensation committee.

Options. The compensation committee awarded options to purchase 7,046,857 shares of our common stock pursuant to the MEP. The compensation committee determined the terms for each option, except that the exercise price of the options is specified in the MEP. The exercise of certain options, however, have been adjusted to take into account the effects of certain corporate restructurings and distributions. An option holder may exercise an option by written notice and payment of the exercise price in cash or, in the sole discretion of the compensation committee by "cashless" exercise, in shares of our common stock already owned by the option holder, in other property acceptable to the compensation committee or in any combination of cash, "cashless" exercise, shares of common stock or such other property as determined by the compensation committee in its discretion. Options awarded under the MEP have generally been subject to vesting at the rate of 25% per year. However, certain awards that related to prior option awards were given vesting from the date of their related option awards. Further, as a result of this offering, all outstanding options were given an additional 30 percentage points of vesting (but not in excess of 100% overall vesting).

In addition, the MEP previously allowed the compensation committee to award options to purchase shares of our preferred stock. Such options were awarded with respect to 357,377 shares of our preferred stock as of June 30, 2004. Such options have been converted into options to purchase 357,377 shares of common stock. Such options generally have the same treatment described herein as non-qualified options to purchase common stock awarded under the MEP.

Restricted Stock. The compensation committee awarded 285,000 shares of restricted stock pursuant to the MEP. Restricted stock awards consist of shares of stock that are transferred to the participant subject to restrictions that may result in forfeiture if specified conditions are not satisfied. The compensation committee determined the restrictions and conditions applicable to each award of restricted stock at the time of grant. However, all shares of restricted stock were fully vested upon award.

Transferability. Awards granted under the MEP generally are not transferable other than by will or by the laws of descent and distribution.

Change of Control. In the event that (i) the company is merged or consolidated with another corporation, (ii) all or substantially all the assets of the company are acquired by another corporation, person or entity, or (iii) the company is reorganized, dissolved or liquidated, the compensation committee may in its discretion (A) adjust the number of awards granted to each participant and the number of awards that may be granted generally pursuant to the MEP, (B) adjust the exercise price of any options, and (C) make any other adjustments, or take such action, as the compensation committee, in its discretion, deems appropriate.

Forfeiture of Awards. The MEP generally provides for forfeiture of awards granted under the MEP in the event a participant engages in a "competing business" (as defined in the MEP) or engages in a "wrongful solicitation" (as defined in the MEP) while employed by the Company or a subsidiary or within 13 months of termination of employment.

Term of the MEP; Amendment and Termination. The MEP became effective on November 9, 2000, was amended and restated on the date of this prospectus, and will continue until terminated by the board. The board may at any time and from time to time alter, amend, suspend or terminate the MEP in whole or in part. Generally, no termination or amendment of the MEP may, without the consent of the participant to whom any awards previously have been granted, adversely affect the rights of such participant in such awards. As indicated above, however, there will be no additional awards under this MEP, except for adjustments required by its terms.

2004 Equity Incentive Plan

The following is a summary of the material terms of our 2004 Equity Incentive Plan, which we refer to as the 2004 EIP. This description is not complete. For more information, we refer you to the full text of the 2004 EIP, which has been filed as an exhibit to the registration statement of which this prospectus forms a part. We adopted the 2004 EIP effective as of the date of this prospectus.

The 2004 EIP authorizes the grant of "non-qualified" (for purposes of the Code) stock options, incentive stock options (for purposes of the Code), stock appreciation rights (including tandem stock appreciation rights), restricted stock, restricted stock units and other stock-based awards to our employees, directors and affiliates. A maximum of 1,000,000 shares of our common stock may be subject to awards under the 2004 EIP. The number of shares issued or reserved pursuant to the 2004 EIP (or pursuant to outstanding awards) is subject to adjustment as a result of mergers, consolidations, reorganizations, stock splits, stock dividends and other dilutive changes in our common stock. Shares subject to any awards that expire without being exercised or that are forfeited shall again be available for future grants of awards under the 2004 EIP. In addition, shares subject to awards that have been retained by us in payment or satisfaction of the purchase price or tax withholding obligation of an award shall not count against the limit described above.

Administration. The 2004 EIP is administered by our compensation committee provided that all actions of the compensation committee require prior approval of the board. The committee has the sole discretion to determine the employees and directors to whom awards may be granted under the 2004 EIP, the manner in which such awards will vest and the other conditions applicable to awards. Options, stock appreciation rights, restricted stock and other stock-based awards may be granted by the committee to employees and directors in such numbers and at such times during the term of the 2004 EIP as the committee shall determine. The committee is authorized to interpret the 2004 EIP, to establish, amend and rescind any rules and regulations relating to the 2004 EIP and to make any other determinations that it deems necessary or desirable for the administration of the 2004 EIP. The committee may correct any defect, supply any omission or reconcile any inconsistency in the 2004 EIP in the manner and to the extent the committee deems necessary or desirable.

Options. The compensation committee will determine the exercise price and other terms for each option and whether the options are non-qualified stock options or incentive stock options. Incentive stock options may be granted only to employees and are subject to certain other restrictions. To the extent an option intended to be an incentive stock option does not so qualify, it will be treated as a non-qualified option. An option holder may exercise an option by written notice and payment of the exercise price in a form acceptable to the committee, which may include: by cash, check or wire transfer; by the surrender of a number of shares of common stock already owned by the option holder for at least the minimum period required by law and to avoid any accounting charge with a fair market value equal to the exercise price; to the extent permitted by law, through the delivery of irrevocable instructions to a broker to sell shares obtained upon the exercise of the option and to deliver to us an amount out of the proceeds of the sale equal to the aggregate exercise price for the shares being purchased; or another method approved by the committee.

Stock Appreciation Rights. The compensation committee may grant stock appreciation rights independent of or in connection with an option. The exercise price per share of a stock appreciation right will be an amount determined by the committee, and the committee will determine the other terms applicable to stock appreciation rights. Generally, each stock appreciation right will entitle a participant upon exercise to an amount equal to:

- the excess of the fair market value on the exercise date of one share of common stock over the exercise price, times
- the number of shares of common stock covered by the stock appreciation right.

Payment shall be made in common stock or in cash, or partly in common stock and partly in cash, all as shall be determined by the committee.

Restricted Stock and Restricted Stock Units. The compensation committee may award restricted common stock and restricted stock units. Restricted stock awards consist of shares of stock that are transferred to the participant subject to restrictions that may result in forfeiture if specified conditions are not satisfied. Restricted stock unit awards result in the transfer of shares of cash or stock to the participant only after specified conditions are satisfied. The committee will determine the restrictions and conditions applicable to each award of restricted stock or restricted stock units. The vesting period for awards of restricted stock and restricted stock units will generally be not less than three years.

Other Stock-Based Awards. The compensation committee may grant awards of rights to purchase stock, bonus shares, phantom stock units, performance shares and other awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, shares of our common stock. The other stock-based awards will be subject to terms and conditions established by the committee.

Performance Criteria. Vesting of awards granted under the 2004 EIP may be subject to the satisfaction of one or more performance goals established by the compensation committee. The performance goals may vary from participant to participant, group to group, and period to period.

Transferability. Unless otherwise determined by the compensation committee, awards granted under the 2004 EIP are not transferable other than by will or by the laws of descent and distribution.

Change of Control. The compensation committee may provide, either at the time an award is granted or thereafter, that a change in control (as defined in the 2004 EIP) that occurs after the offering shall have such effect as specified by the committee, or no effect, as the committee in its sole discretion may provide.

Term of the 2004 EIP; Amendment and Termination. The 2004 EIP became effective on the date of this prospectus, and will terminate on the tenth anniversary thereof unless sooner terminated. The board may amend, alter or discontinue the 2004 EIP in any respect at any time, but no amendment may diminish any of the rights of a participant under any awards previously granted, without his or her consent, unless such amendment is approved by committee or plan participant and affects all participants in the same manner. In

addition, shareholder approval is required for any amendment that would increase the maximum number of shares available for awards, reduce the price at which options may be granted, reduce the exercise price of any outstanding option or extend the term of the 2004 EIP.

Federal Income Tax Consequences of Awards Under the MEP and 2004 EIP.

The following discussion summarizes certain federal income tax consequences of the issuance and receipt of options and other stock-based awards under the MEP and the 2004 EIP under the law as in effect on the date hereof. The summary does not purport to cover all federal employment tax or other federal tax consequences that may be associated with the MEP or the 2004 EIP, nor does it cover state, local, or non-U.S. taxes.

When a non-qualified stock option is granted, no income will be recognized by the option holder. When a non-qualified stock option is exercised, in general, the option holder will recognize ordinary compensation income equal to the excess, if any, of the fair market value of the underlying common stock on the date of exercise over the exercise price multiplied by the number of shares of common stock subject to the option that was exercised. We are entitled to a deduction subject to possible limitations under Sections 162(m) and 280G of the Code as discussed below equal to the amount of compensation income recognized by the option holder for our taxable year that ends with or within the taxable year in which the option holder recognized the compensation.

A participant is not taxed on the grant or exercise of an incentive stock option (an "ISO"). The difference between the exercise price and the fair market value of the shares on the exercise date will, however, be a preference item for purposes of the alternative minimum tax. If an option holder holds the shares acquired upon exercise of an ISO for at least two years following the option grant date and at least one year following exercise, the option holder's gain, if any, upon a subsequent disposition of such shares is long term capital gain. The measure of the gain is the difference between the proceeds received on disposition and the option holder's basis in the shares (which generally equals the exercise price). If an option holder disposes of stock acquired pursuant to exercise of an ISO before satisfying the one and two-year holding periods described above, the option holder will recognize both ordinary income and capital gain in the year of disposition. The amount of the ordinary income will be the lesser of (i) the amount realized on disposition less the option holder's adjusted basis in the stock (usually the exercise price) or (ii) the difference between the fair market value of the stock on the exercise date and the exercise price. The balance of the consideration received on such a disposition will be long-term capital gain if the stock had been held for at least one year following exercise of the ISO and otherwise will be short-term capital gain. We are not entitled to an income tax deduction on the grant or exercise of an ISO or on the option holder's disposition of the shares after satisfying the holding period requirement described above. If the holding periods are not satisfied, we will be entitled to a deduction in the year the option holder disposes of the shares in an amount equal to the ordinary income recognized by the option holder.

When a stock appreciation right is granted, no income will be recognized by the participant. When a stock appreciation right is exercised, in general, the participant will recognize ordinary compensation income equal to the cash and/or the fair market value of the shares received upon exercise. We are entitled to a deduction subject to possible limitations under Sections 162(m) and 280G of the Code as discussed below equal to the compensation income recognized by the participant.

Generally, when a restricted stock unit or a share of restricted stock is granted, no income will be recognized by the participant. Upon the payment to the participant of common shares in respect of restricted share units or the release of restrictions on restricted stock, the participant generally recognizes ordinary compensation income equal to the fair market value of the shares as of the date of delivery or release. We are entitled to a deduction subject to possible limitations under Sections 162(m) and 280G of the Code as discussed below equal to the compensation income recognized by the participant.

In general, under Section 162(m) of the Code, remuneration paid by a public corporation to its chief executive officer or any of its other top four named executive officers, ranked by pay, is not deductible to the

extent it exceeds \$1,000,000 for any year. However, Section 162(m) excepts from this rule certain amounts payable pursuant to plans or agreements adopted before an initial public offering if certain additional requirements are met. We intend to take advantage of this exception and expect that Section 162(m) will not limit the deductibility of any amounts payable pursuant to the MEP or the 2004 EIP.

Under the so-called "golden parachute" provisions of the Code, the accelerated vesting of stock options and benefits paid under other awards in connection with a change in control of a corporation may be required to be valued and taken into account in determining whether participants have received compensatory payments, contingent on the change in control, in excess of certain limits. If these limits are exceeded, a portion of the amounts payable to the participant may be subject to an additional 20% federal tax and may be nondeductible to us.

A participant may be required to pay to us or make arrangements satisfactory to us to satisfy all federal, state and other withholding tax requirements related to awards under the MEP or the 2004 EIP.

Employee Stock Purchase Plan

The following is a summary of the material terms of our Employee Stock Purchase Plan, which we refer to as the ESPP. We adopted the ESPP effective as of the date of this prospectus.

The purpose of the ESPP is to encourage and enable our eligible employees and the employees of our U.S. subsidiaries to acquire a proprietary interest in us through the ownership of shares of our common stock. A maximum of 1,000,000 shares of our common stock may be purchased under the ESPP.

Administration. The ESPP is administered by our compensation committee subject to direction by the board. All questions of interpretation of the ESPP are determined by the compensation committee, whose decisions are final and binding upon all participants. The committee may delegate its responsibilities under the ESPP to one or more other persons.

Eligibility. Each employee who has six months of continuous service as of the beginning of the applicable subscription period, is scheduled to work 20 or more hours per week, and whose customary employment is more than five months in a calendar year is eligible to participate in the ESPP.

Subscription Periods. There are twelve monthly subscription periods in each calendar year. Each subscription period begins on the first day of the month and ends on the last day of the month. The first subscription period for the ESPP is a short subscription period that begins on the date of the IPO and ends on the last day of the month in which the IPO occurs.

An eligible employee may begin participating in the ESPP effective at the beginning of a subscription period. Once enrolled in the ESPP, a participant is able to purchase our common stock with payroll deductions at the end of the applicable subscription period. Once a subscription period is over, a participant is automatically enrolled in the next subscription period unless the participant chooses to withdraw from the ESPP.

Purchase Price. The purchase price per share at which shares are purchased under the ESPP is based on the fair market value of the common stock. We generally pay any brokerage fees, commissions and other transaction expenses associated with the purchase of the shares up to a maximum of 5% of fair market value of the purchased shares.

Payment of Purchase Price; Payroll Deductions. A participant may designate payroll deductions to be used to purchase stock equal to a percentage of participants' compensation that is at least 1% and that does not exceed a maximum rate set by the compensation committee (which rate may be changed from time to time, but in no event shall be greater than 15%). A participant may only change the percentage of compensation that is deducted to purchase shares under the ESPP (other than to withdraw entirely from the ESPP, as set forth below) effective at the beginning of a subscription period.

At the end of each subscription period, unless the participant has withdrawn from the ESPP, payroll deductions are applied automatically to purchase common stock at the price described above. The number

of shares purchased is determined by dividing the payroll deductions by the applicable purchase price. Fractional shares are issued, so no funds will be carried over to the next subscription period.

Limitations. If the event of a stock dividend, stock split, reverse stock split, recapitalization, reorganization, merger, spin-off, or similar event affecting our common stock, the compensation committee will appropriately adjust the number of shares available under the ESPP.

A participant is not permitted to purchase shares under the ESPP if the participant would own common stock possessing 5% or more of the total combined voting power or value of all classes of the our common stock. A participant is also not permitted to purchase the common stock with a fair market value in excess of \$25,000 in any one calendar year.

A participant does not have the rights of a shareholder until the shares of stock are actually owned by the participant. A participant may not transfer the right to purchase stock under the ESPP.

Withdrawal. A participant's interest in a given subscription period may be terminated in whole, but not in part, by signing and delivering a notice of withdrawal from the ESPP. The failure to remain continuously employed for any reason during a subscription period will be deemed to be a withdrawal from that offering. Upon withdrawal for any reason, all withheld payroll amounts will be refunded to the participant (or the participant's estate, if applicable).

Non-transferability. Rights to purchase common stock under the ESPP may not be transferred by a participant and may be exercised during a participant's lifetime only by the participant.

Amendment and Termination of the Plan. The board has the power to amend or terminate the ESPP at any time, except that the board may not, without first obtaining stockholder approval, increase the number of shares reserved under the ESPP other than as otherwise provided in the ESPP, change the eligibility requirements to participate in the ESPP, or otherwise materially change the benefits provided in the ESPP.

Federal Income Tax Consequences. The following discussion summarizes certain federal income tax consequences of participation in the ESPP under the law as in effect on the date hereof. The summary does not purport to cover all federal employment tax or other federal tax consequences that may be associated with the ESPP, nor does it cover state, local, or non-U.S. taxes.

The ESPP, and the right of participants to make purchases thereunder, meet the requirements of Sections 421 and 423 of the Code. No income will be taxable to a participant at the time of the grant of the right to purchase shares or the actual purchase of the shares. Rather, upon disposition of the shares, the participant will generally be subject to tax, and the amount of the tax will depend upon the participant's holding period. Payroll deductions under the ESPP are subject to income tax and the normal tax withholding rules.

Upon disposition of shares acquired under the ESPP, the participant generally will not recognize any ordinary income. The difference between the consideration received for the shares and the participant's tax basis (generally the price paid for the shares) will be long-term or short-term capital gain or loss, depending on the holding period from the date the shares are purchased. We are not entitled to a deduction with respect to capital gain recognized by a participant.

Relationship with Morgan Stanley

After giving effect to this offering, the Morgan Stanley Funds will own 61.0% of our outstanding common stock and, should the underwriters exercise in full the over-allotment option, 58.6% of our outstanding common stock.

As of March 31, 2004, Morgan Stanley Senior Funding, Inc., a subsidiary of Morgan Stanley, had a \$5.0 million participation in and acts as an agent under our new senior secured credit facility, and it acts as an agent under our new senior second lien term loan. Morgan Stanley Senior Funding was a lender and acted as agent under our former senior secured credit facility. Morgan Stanley & Co. Incorporated, an affiliate of Morgan Stanley, is acting as one of the representatives of the underwriters of this offering.

Since the beginning of our 2002 fiscal year until repayment of our former secured credit facility in March 2004, Morgan Stanley Senior Funding received fees totaling \$0.4 million for its services as agent under that facility. In addition to these fees, other affiliates of Morgan Stanley have received a total of \$0.3 million in fees and expense reimbursements for services provided to us since the beginning of our 2002 fiscal year, including \$0.1 million in connection with the ESG acquisition. In connection with the March 2004 refinancing of our existing credit agreements and related recapitalization, Morgan Stanley Senior Funding received the following fees for its role in arranging the new credit facilities: \$0.5 million for the senior secured revolving credit facility, \$1.1 million for the senior secured term loan B and \$0.9 million for the senior second lien term loan. Morgan Stanley Senior Funding is not entitled to receive any ongoing fees or expense reimbursements for any services rendered under the credit agreements. Morgan Stanley Senior Funding is not committed to fund any portion of the senior secured term loan B or the senior second lien term loan and accordingly will not receive any amounts if any of those loans are prepaid.

As part of the March 2004 recapitalization and the related distribution of \$258.4 million to stockholders, the Morgan Stanley Funds received approximately \$217 million.

Morgan Stanley and Morgan Stanley Capital Partners have announced that a team of investment professionals from Morgan Stanley Capital Partners, led by Howard Hoffen and senior members of the Capital Partners group including Eric Fry and Michael Hoffman, will establish a new independent private equity firm, Metalmark Capital, LLC, to manage MSCP IV and certain of its related funds on a sub-advisory basis. This sub-advisory relationship is expected to commence in the third quarter of 2004.

Securityholder Agreement

We entered into a securityholder agreement with MSCP IV and our other equity holders dated as of November 9, 2000, providing for certain governance matters, restrictions on transfers of our equity interests by certain equity holders and certain registration rights. On the date of this prospectus, we entered into an amended and restated securityholder agreement, which we refer to herein as the securityholder agreement, with MSCP IV, the other Morgan Stanley Funds, the J.P. Morgan Funds, and the GM Stockholders, as well as with certain members of our senior management who own an aggregate of 284,988 shares of common stock and options to purchase an aggregate of 4,826,091 shares of common stock.

All significant decisions involving our company or our subsidiaries require the approval of our board of directors, acting by a simple majority vote. The securityholder agreement provides that our board of directors will consist of seven members upon the closing of this offering, which may be increased to not more than nine members at the discretion of our board of directors. Our chief executive officer will be a nominee for election to our board of directors. MSCP IV is entitled to designate a majority of the nominees for election to our board of directors and to designate a majority of the members of our compensation committee and nominating and corporate governance committee. The parties to the securityholder agreement have agreed with us to vote their shares of common stock to elect such nominees

for director. Such rights are subject to any listing requirement of the New York Stock Exchange on which the shares of our common stock are expected to be traded, and to any other requirements of the Exchange Act, which may require that some of such nominees and committee members be "independent," as such term is defined in Rule 10A-3(b)(i) under the Exchange Act or otherwise. Such rights to designate a majority of such nominees or committee members will terminate when we are no longer able to take advantage of the "controlled company" exemption under the New York Stock Exchange listing requirements. Thereafter, and until MSCP IV and our other existing institutional stockholders cease to own at least 15% of our outstanding common stock, MSCP IV will be entitled to designate a number of such nominees or members that is proportionate to such stockholders' percentage holdings of our common stock.

Since MSCP IV and our other existing institutional stockholders will continue to hold more than 50% of the voting power of our common stock following this offering, we are a "controlled company" within the meaning given to that term in the New York Stock Exchange listing requirements. So long as we are a "controlled company," we are permitted to and have opted out of several of the NYSE's corporate governance requirements, including, among others, the requirements that a majority of our board of directors be independent directors and that all the members of our compensation and nominating and corporate governance committees be independent directors. We intend to continue to take advantage of the "controlled company" exemption to the New York Stock Exchange listing requirements unless and to the extent MSCP IV shall otherwise request.

We have agreed with each member of our senior management who is a party to the securityholder agreement that such person may not, directly or indirectly, transfer or encumber his or her shares of our common stock owned, or issuable upon the exercise of options, immediately prior to the closing of this offering, subject to certain exceptions. These restrictions terminate with respect to such person when either (a) the Morgan Stanley Funds own less than 15% of our outstanding common stock or (b) with respect to vested shares and options under the MEP, such person's employment is terminated by us without "cause" or by such person for "good reason," or upon such person's death, "permanent disability" or "retirement" (in each case as defined in such agreement), but in no event earlier than the one hundred eightieth day after the completion of this offering. No member of our senior management who is party to the securityholder agreement may make any sale of, or encumber, his or her shares of common stock if the average daily closing price on the securities exchange on which such shares of common stock are traded for the 20-trading day period immediately preceding such proposed sale or encumbrance is equal to or less than the per share initial public offering price of our common stock sold in this offering.

We have agreed with each of our institutional stockholders, other than certain Morgan Stanley Funds, that is a party to the securityholder agreement that such stockholder may not, directly or indirectly, transfer or encumber its shares of our common stock owned immediately prior to the closing of this offering, subject to certain exceptions. These restrictions terminate when the Morgan Stanley Funds own less than 15% of our outstanding common stock.

We have agreed that MSCP IV and certain of its related funds and each J. P. Morgan Fund and GM Stockholder has the ability, subject to certain exceptions, to require us to register the shares of common stock held by parties to the securityholder agreement in connection with the resale of such shares, so long as the aggregate market value of the shares to be registered is at least \$50 million, in the case of requests involving an underwritten public offering, or \$15 million, in the case of any other public offering. In addition, each party to the securityholder agreement will have the ability to exercise certain "piggyback" registration rights in connection with other registered offerings by us. We have agreed to pay all registration expenses in connection with the exercise of the registration rights included under the securityholder agreement. In addition, we have agreed to indemnify the parties to the securityholder agreement who exercise their registration rights against certain liabilities, including under the Securities Act.

We urge you to read our complete securityholder agreement, which is included as an exhibit to the registration statement of which this prospectus forms a part.

Indemnity and Expense Agreement

We have agreed with each Morgan Stanley Fund, in an agreement dated March 22, 2002, that, to the fullest extent permitted by law, none of such stockholders, or any of their respective partners or other affiliates, or their respective members, shareholders, directors, managers, officers, employees, agents or other affiliates, or any person or entity who serves at the request of any such stockholder on behalf of any person or entity as an officer, director, manager, partner or employee of any person or entity (referred to as indemnified parties), shall be liable to us for any act or omission taken or suffered by such indemnified party in connection with the conduct of our affairs or otherwise in connection with such stockholder's ownership of shares of our common stock, unless such act or omission resulted from fraud, wilful misconduct or gross negligence by such indemnified party or any mistake, negligence, dishonesty or bad faith of any agent of such indemnified party.

We have also agreed with each Morgan Stanley Fund that, to the fullest extent permitted by law, we will indemnify each of such indemnified parties for any and all liabilities and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by such indemnified party and arise out of or in connection with our affairs, or any indemnified party's ownership of shares of our common stock, including acting as a director, manager or officer or its equivalent; provided that an indemnified party shall be entitled to indemnification only to the extent that such indemnified party's conduct did not constitute fraud, wilful misconduct or gross negligence.

We have also agreed to pay, or reimburse, each Morgan Stanley Fund for, all such stockholder's reasonable out-of-pocket fees and expenses incurred in connection with or related to such stockholder's ownership of shares of our common stock. Since the beginning of our 2002 fiscal year, we have paid a total of \$0.2 million to the Morgan Stanley Funds under this agreement.

As a result of the Morgan Stanley Funds holding approximately 61.0% of our outstanding shares of common stock, after giving effect to this offering, and their rights under the securityholder agreement, Morgan Stanley may be deemed to control our management and policies. In addition, Morgan Stanley may be deemed to control all matters requiring stockholder approval, including the election of our directors, the adoption of amendments to our certificate of incorporation and the approval of mergers and sales of all or substantially all our assets. Circumstances could arise under which the interests of Morgan Stanley could be in conflict with the interests of our other stockholders.

Relationship with our Management

We have entered into employment or directorship agreements with our executive officers, granted stock options to our executive officers under our management equity plan and paid certain bonuses to our executive officers. See "Management."

PRINCIPAL STOCKHOLDERS

Set forth below is certain information concerning the beneficial ownership, as of June 30, 2004, of our common stock and preferred stock, and as adjusted to give effect to the offering, by each person known to us to be a beneficial owner of more than 5% of any class of our capital stock, by each of our directors, by each of our named executive officers, by all management equityholders as a group and by all our directors and executive officers as a group.

	Before the Offering				After the Offering	
	Common Stock		Preferred Stock		Common Stock	
	Number of Shares	Percent of Class(1)	Number of Shares	Percent of Class(1)	Number of Shares	Percent of Class(1)
MSCP Funds(2) 1585 Broadway New York, NY 10036	10,729,423	62.8%(3)	14,901,274	65.5%	25,630,647	49.0%
MSGEM Funds(4) 1585 Broadway New York, NY 10036	—	—(5)	2,377,848	10.5	2,377,840	4.5
J.P. Morgan Funds(6) 522 Fifth Avenue New York, NY 10036	—	—(7)	2,774,167	12.2	2,774,132	5.3
GM Stockholders(8) 767 Fifth Avenue New York, NY 10153	—	—(9)	2,377,849	10.5	2,377,811	4.5
John D. Craig	1,860,651	10.9(10)	164,692	*	2,025,343	3.9
Michael T. Phillion	744,146	4.4(11)	82,363	*	826,509	1.6
Richard W. Zuidema	722,885	4.2(12)	24,692	*	747,577	1.4
John A. Shea	722,885	4.2(13)	32,945	*	755,830	1.4
Raymond R. Kubis	356,701	2.1(14)	—	—	356,701	*
Howard I. Hoffen	—	—(15)	—	—	—	—
Eric T. Fry	—	—(15)	—	—	—	—
Michael C. Hoffman	—	—(15)	—	—	—	—
Chad L. Elliott	—	—	—	—	—	—
Dennis S. Marlo	—	—	—	—	—	—
John F. Lehman	—	—	—	—	—	—
All management equityholders as a group (82 persons, including Messrs. Craig, Phillion, Zuidema, Shea and Kubis)	6,343,453	37.2(16)	357,377	1.6	6,668,426	12.7
All directors and executive officers as a group (11 persons, including Messrs. Craig, Phillion, Zuidema, Shea and Kubis)	4,407,268	25.8(17)	304,692	1.3	4,711,960	9.0

* Less than 1% of the class.

(1) Assumes exercise of all outstanding options held exercisable within 60 days.

(2) Includes Morgan Stanley Dean Witter Capital Partners IV, L.P., MSDW IV 892 Investors, L.P. and Morgan Stanley Dean Witter Capital Investors IV, L.P. Morgan Stanley and Morgan Stanley Capital Partners have announced that a team of investment professionals from Morgan Stanley Capital Partners, led by Howard Hoffen and senior members of the Capital Partners group including Eric Fry and Michael Hoffman, will establish a new independent private equity firm, Metalmark Capital, LLC,

to manage MSCP IV and certain of its related funds on a sub-advisory basis. This sub-advisory relationship is expected to commence in the third quarter of 2004.

- (3) Does not include 14,901,274 shares of common stock issuable upon the conversion of preferred stock which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would increase the percent of class owned to 64.3%. Assuming no exercise of options, the percent of class owned after the offering would be 55.8%
- (4) Includes Morgan Stanley Global Emerging Markets Private Investment Fund, L.P. and Morgan Stanley Global Emerging Markets Private Investors, L.P.
- (5) Does not include 2,377,848 shares of common stock issuable upon the conversion of preferred stock which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would represent 6.0% of the class. Assuming no exercise of options, the percent of class owned after the offering would be 5.2%.
- (6) Includes J.P. Morgan Direct Corporate Finance Institutional Investors LLC, J.P. Morgan Direct Corporate Finance Private Investors LLC and 522 Fifth Avenue Fund, L.P.
- (7) Does not include 2,774,167 shares of common stock issuable upon the conversion of preferred stock which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would represent 7.0% of the class. Assuming no exercise of options, the percent of class owned after the offering would be 6.0%.
- (8) Includes First Plaza Group Trust and GM Capital Partners I, L.P.
- (9) Does not include 2,377,849 shares of common stock issuable upon the conversion of preferred stock which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would represent 6.0% of the class. Assuming no exercise of options, the percent of class owned after the offering would be 5.2%.
- (10) Includes 134,121 shares of common stock and 1,726,530 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 164,692 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would decrease the percent of class owned to 4.7%.
- (11) Includes 53,666 shares of common stock and 690,470 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 82,363 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would decrease the percent of class owned to 1.9%.
- (12) Includes 32,405 shares of common stock and 690,470 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 24,692 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would decrease the percent of class owned to 1.8%.

- (13) Includes 32,405 shares of common stock and 690,470 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 32,945 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock and exercise of all outstanding options to purchase preferred stock exercisable within 60 days, would decrease the percent of class owned to 1.8%.
- (14) Includes 0 shares of common stock and 356,701 shares of common stock subject to outstanding options that are exercisable within 60 days.
- (15) Messrs. Hoffen, Fry and Hoffman are Managing Directors of Morgan Stanley and exercise shared voting and investment power over the shares owned by the Morgan Stanley Funds. Messrs. Hoffen, Fry and Hoffman disclaim beneficial ownership of these shares except to the extent of their pecuniary interest therein. Morgan Stanley and Morgan Stanley Capital Partners have announced that a team of investment professionals from Morgan Stanley Capital Partners, led by Mr. Hoffen and senior members of the Capital Partners group including Messrs. Fry and Hoffman, will establish a new independent private equity firm, Metalmark Capital, LLC, to manage MSCP IV and certain of its related funds on a sub-advisory basis. This sub-advisory relationship is expected to commence in the third quarter of 2004.
- (16) Includes 284,998 shares of common stock and 6,058,455 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 357,377 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock, would decrease the percent of class owned to 16.8%.
- (17) Includes 252,594 shares of common stock and 4,154,674 shares of common stock subject to outstanding options that are exercisable within 60 days. Does not include 304,692 shares of common stock issuable upon the conversion of preferred stock subject to options that are exercisable within 60 days, which, if included, and assuming conversion of all outstanding shares of preferred stock, would decrease the percent of class owned to 12.4%.

DESCRIPTION OF OUR CREDIT FACILITIES

General

Our wholly-owned subsidiary, EnerSys Capital Inc., entered into new senior secured and senior second lien credit facilities on March 17, 2004, with a group of lenders for which Bank of America, N.A. acts as administrative agent and collateral agent, Morgan Stanley Senior Funding, Inc. acts as syndication agent, and Lehman Commercial Paper Inc. acts as documentation agent. Morgan Stanley & Co. Inc., an affiliate of Morgan Stanley Senior Funding, Lehman Brothers Inc., an affiliate of Lehman Commercial Paper Inc., and Banc of America Securities LLC, an affiliate of Bank of America, N.A., are acting as the representatives of the underwriters of the offering.

The \$480.0 million senior secured facility consists of:

- a seven-year senior secured term loan B in the initial aggregate principal amount of \$380.0 million; and
- a five-year senior secured revolving credit facility available for working capital and other general corporate purposes, including letters of credit and swing line loans, in an aggregate principal amount of up to \$100.0 million.

The senior second lien term loan consists of an eight-year term loan in the initial aggregate principal amount of \$120.0 million.

The proceeds of the term loan B and the second lien term loan were used to repay existing indebtedness and accrued interest in the aggregate amount of \$219.0 million, to fund a cash payment in the aggregate amount of \$270.0 million to existing stockholders and management and to pay transaction costs of \$11.0 million.

Guarantees and Security

The obligations of EnerSys Capital under the senior secured credit facility and the senior second lien credit facility are guaranteed by the company and each of the existing and future direct and indirect wholly-owned subsidiaries of EnerSys Capital other than foreign subsidiaries. The obligations of EnerSys Capital, the company and each of the subsidiary guarantors under the senior secured credit facility are secured by a first priority security interest in substantially all of the assets of EnerSys Capital, the company and the subsidiary guarantors, but the collateral is limited to 65% of the voting stock of any foreign subsidiary. The obligations of EnerSys Capital, the company and each of the subsidiary guarantors under the senior second lien credit facility are secured by a second-priority lien in the same collateral.

Interest Rates

Interest accrues on loans under our credit facilities at rates equal to LIBOR or, at our option, an alternate base rate—Bank of America's prime rate or the federal funds rate plus 0.5%—in each case as in effect from time to time, plus an applicable interest rate margin. For LIBOR-based loans under the senior secured credit facility the applicable margin is currently 2.5% per year, with provisions for decreases in the margin in increments of 0.25% if our leverage ratio (determined as described under "Covenants" below) improves. The lowest applicable margin is 1.5%, which would apply if our leverage ratio improved to less than 2.5 to 1. Applicable margins on base rate loans under the senior secured credit facility range from the currently applicable level of 1.5% per year to a low of 0.5% and would decline in tandem with margins on LIBOR-based loans (also in increments of 0.25%) if our leverage ratio improved. Under the senior second lien credit facility the applicable margins are 5.0% per year for LIBOR-based loans and 4.0% for base rate loans. For a period of at least three years, EnerSys Capital is required to maintain interest rate protection on a portion of the term loans to minimize its exposure to increases in short-term interest rates.

Maturity

The lenders' commitments under the senior secured revolving credit facility terminate on March 17, 2009. Generally, amounts repaid under the senior secured revolving credit facility may be re-borrowed until its termination or such date as the revolving commitments are earlier terminated or reduced. The senior secured term loan B is subject to quarterly amortization in an amount equal to 0.25% of its initial principal amount, with the entire remaining principal balance payable on March 17, 2011. Principal under the senior second lien term loan is payable in a single installment on March 17, 2012.

Prepayment and Commitment Reductions

Under the terms of our credit facilities, we are permitted to use proceeds of this offering to repay amounts outstanding under our senior second lien term loan, so long as the net proceeds of the offering are at least \$50.0 million and we have a leverage ratio of 3.0 to 1 or less after giving effect to such prepayment. We expect to meet these conditions and intend to repay in full amounts outstanding under our senior second lien term loan. The prepayment of the senior second lien term loan to be made from the proceeds of the common stock offered hereby will require payment of a prepayment premium of 2.00%. Thereafter, the following amounts must be applied to prepay principal outstanding under, and to permanently reduce commitments under, the senior secured credit facility:

- 50% of the net proceeds of the issuance of the company's common equity or certain qualifying preferred equity;
- 100% of the net proceeds of debt issued by the company or any of its subsidiaries, subject to certain exceptions, and of certain issuances of the company's preferred equity interests not eligible for the 50% exclusion under the preceding clause or equity interests in any of its subsidiaries;
- 100% of the net proceeds from certain asset sales and insurance and condemnation awards, subject to rights to reinvest such proceeds; and
- 50% of excess cash flow, as determined in accordance with the terms of the senior secured facility.

The senior secured facility provides that we may make optional prepayments of loans, in whole or in part, from time to time without premium or penalty. We may reduce or terminate the unused portion of the revolving credit commitment under the senior secured facility at any time without penalty.

Covenants

The credit facilities contain affirmative covenants and other requirements. In general, the affirmative covenants provide for mandatory reporting of financial and other information to the lenders and notice to the lenders upon the occurrence of certain events. The affirmative covenants also include, among other things, a requirement to implement interest rate protection agreements on a portion of our debt and standard covenants requiring us to, among other things, keep our assets in good repair and insured, comply with laws, keep proper books and records, pay taxes in a timely manner and follow other similar good business practices all in a manner consistent with past practice.

The credit facilities contain negative covenants and restrictions, including restrictions on our ability to:

- *incur indebtedness*—additional indebtedness is generally limited to \$35.0 million for all subsidiaries with an additional \$40.0 million available only to foreign subsidiaries of EnerSys Capital, plus up to an aggregate of \$20.0 million of capitalized lease obligations and purchase money indebtedness and an additional \$50.0 million of accounts receivable financing but only if after giving effect thereto our leverage ratio (as described below) is no more than 3.0 to 1;

- *create liens on our properties and assets*—except for permitted capital leases and purchase money mortgages (limited to \$20.0 million in the aggregate) and liens securing no more than \$35.0 million of permitted additional indebtedness, liens are generally prohibited;
- *guarantee obligations*—provision of performance and completion bonds is permitted, but subject to a \$30.0 million limit;
- *merge or consolidate with other persons or transfer all or substantially all of our assets*—these transactions, other than between our wholly-owned subsidiaries, are prohibited;
- *dispose of assets*—other than proceeds of sales of obsolete, uneconomic or worn-out assets, proceeds of sales of assets are required to be reinvested or applied to debt repayment, and in any event all such proceeds in excess of \$10.0 million per year are required to be applied to debt repayment;
- *make investments, loans or advances*—investments in foreign subsidiaries are limited to \$30.0 million, investments in joint ventures to \$15.0 million, and other general investments to \$10.0 million, with each such limit being an aggregate limit for the duration of the credit facilities;
- *make acquisitions*—we are permitted to make acquisitions if certain conditions are met, subject to cash consideration limits of \$25.0 million per transaction and \$100.0 million in aggregate for the duration of the credit facilities and total consideration limits (cash and equity) of \$75.0 million per transaction and \$200.0 million in aggregate for the duration of the credit facilities;
- *pay dividends and other restricted payments*—we may pay dividends on our common stock, subject to an annual limit of \$20.0 million, only if our leverage ratio is equal to or less than 3.0 to 1 and the credit ratings accorded the senior secured credit facility by Standard & Poor's and Moody's are at least BB- and Ba3, respectively, each with a stable outlook;
- *engage in transactions with affiliates*—we may engage in transactions with affiliates generally only on an arms-length basis, but specified inter-company transactions are not subject to these restrictions and we may pay to Morgan Stanley affiliates customary fees and expense reimbursements;
- *engage in different lines of business*—we may not engage in any business other than the manufacture, distribution, installation and servicing of batteries and reasonably related products;
- *make certain prepayments and amendments of debt*—except with the proceeds of the common stock offered hereby we are not permitted to prepay amounts outstanding under the senior second lien term loan; and
- *make capital expenditures*—our capital expenditures are limited to \$45.0 million in fiscal 2005 and \$60.0 million in each subsequent fiscal year, with the right to carry unused amounts forward for one year.

The credit facilities require that we meet certain specified financial ratios which are measured by reference to our consolidated earnings before interest, income taxes, depreciation and amortization, or EBITDA, as calculated in accordance with the terms of the credit facilities. The following minimum or maximum ratios pertain to the senior secured credit facility. The covenant ratios in the senior second lien credit facility are less restrictive.

- Our interest coverage ratio (EBITDA to interest expense) must be at least 3.1 to 1, with the required coverage increasing periodically to a maximum of 3.5 to 1. On a pro forma basis, after giving effect to the use of the proceeds of the common stock offered hereby to repay the senior second lien term loan and a portion of the senior secured facility, our coverage ratio for the fiscal quarter ended March 31, 2004 was 5.6 to 1.

- Our leverage ratio (the ratio of total debt to EBITDA) must not exceed 5.0 to 1, with the maximum permitted leverage ratio decreasing periodically to a minimum of 2.7 to 1. On a pro forma basis, after giving effect to the use of the proceeds of the common stock offered hereby to repay the senior second lien term loan and a portion of the senior secured facility, our leverage ratio for the fiscal quarter ended March 31, 2004 was 2.7 to 1.
- Our senior leverage ratio (the ratio of senior secured debt, which excludes the senior second lien term loan, to EBITDA) must not exceed 3.9 to 1, with the maximum permitted senior secured leverage ratio decreasing periodically to a minimum of 2.0 to 1. On a pro forma basis, after giving effect to the use of the proceeds of the common stock offered hereby to repay the senior second lien term loan and a portion of the senior secured facility, our senior secured leverage ratio for the fiscal quarter ended March 31, 2004 was 2.7 to 1.

Events of Default

The credit facilities contain certain customary events of default including non-payment of principal, interest or other amounts, inaccuracy of representations and warranties, violation of covenants, cross-default to certain other indebtedness and agreements, bankruptcy and insolvency events, ERISA events, material judgments, actual or asserted impairment of loan documentation or security and change of control events.

Fees and Expenses

We are required to pay certain fees in connection with the credit facilities, including letter of credit fees, a fixed annual administrative agency fee and commitment fees on the senior secured credit facility payable quarterly in arrears and based on the average daily unused portion of the commitment.

General Matters

Upon the closing of this offering, our authorized capital stock will consist of 135,000,000 shares of common stock, par value \$0.01 per share, of which 45,945,559 shares will be issued and outstanding (47,820,559 shares if the underwriters exercise their over-allotment option in full) and 1,000,000 shares of undesignated preferred stock, par value \$0.01 per share, none of which will be outstanding, and we will have outstanding options to purchase an aggregate of 7,404,234 shares of common stock.

As of June 30, 2004, we had outstanding 386,471 shares of Class A Common Stock, 787,058 shares of Class A Convertible Preferred Stock, options to purchase an aggregate of 247,260 shares of our Class A Common Stock and options to purchase 12,540 shares of our Class A Convertible Preferred Stock. On July 9, 2004, our then outstanding shares of Class A Common Stock were reclassified into 11,014,421 shares of our common stock and each of such shares of common stock was split into 28.5 shares of common stock. On the date of this prospectus, all outstanding options to purchase shares of Class A Convertible Preferred Stock became options to purchase 357,377 shares of common stock. Immediately prior to the closing of this offering, all our outstanding shares of Class A Convertible Preferred Stock will be converted into 22,431,138 shares of common stock.

The following summary describes the material provisions of our capital stock. We urge you to read our certificate of incorporation and our bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part.

Certain provisions of our certificate of incorporation and bylaws summarized below will become operative immediately prior to consummation of this offering and may be deemed to have an anti-takeover effect and may delay or prevent a tender offer or takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares.

Common Stock

Upon the closing of this offering, we will have one class of common stock. All holders of shares of common stock are entitled to the same rights and privileges. Holders of shares of common stock are entitled to one vote per share on the election or removal of our directors and on all other matters to be voted on by our stockholders.

Holders of shares of common stock are not entitled to any preemptive right to subscribe for additional shares of common stock. The holders of shares of common stock are entitled to receive dividends, when, as and if declared by our board of directors, out of funds legally available therefor. Holders of shares of common stock are entitled to share ratably, upon dissolution or liquidation, in the assets available for distribution to holders of shares of common stock after the payment of all prior claims.

Preferred Stock

Upon the closing of this offering, our authorized capital stock will include 1,000,000 shares of undesignated preferred stock, none of which will be issued or outstanding. Our board of directors will be authorized, without further action by our stockholders, to provide for the issuance of such preferred stock in one or more series and to fix the dividend rate, conversion privileges, voting rights, redemption rights, redemption price or prices, liquidation preferences and qualifications, limitations and restrictions thereof with respect to each series. Holders of shares of preferred stock may be entitled to receive a preference payment in the event of any liquidation, dissolution or winding-up of our company before any payment is made to the holders of shares of our common stock. In some circumstances, the issuance of shares of preferred stock may render more difficult or tend to discourage a merger, tender offer or proxy contest, the assumption of control by a holder of a large block of our securities or the removal of incumbent management. Upon the affirmative vote of our board of directors, without stockholder approval, we may

issue shares of preferred stock with voting and conversion rights that could adversely affect the holders of shares of our common stock. We have no current intention to issue any additional shares of preferred stock. Shares of our Class A Convertible Preferred Stock converted prior to the closing of this offering will not be reissued.

Section 203 of the Delaware General Corporation Law

Section 203 of the Delaware General Corporation Law may have the effect of delaying, deferring or preventing a change of control. In general, Section 203 of the Delaware General Corporation Law prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the date such stockholder became an "interested stockholder," unless:

- prior to such date the board of directors approved either the "business combination" or the transaction that resulted in the stockholder becoming an "interested stockholder;"
- upon consummation of the transaction that resulted in the stockholder becoming an "interested stockholder," the "interested stockholder" owned at least 85% of the voting stock outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned by persons who are directors and also officers and certain other stockholders; or
- on or subsequent to such date the "business combination" is approved by the board of directors and authorized at an annual or special meeting of stockholders by the affirmative vote of at least 66²/₃% of the outstanding voting stock that is not owned by the "interested stockholder."

A "business combination" includes certain mergers, stock or asset sales and other transactions resulting in a financial benefit to the "interested stockholder." An "interested stockholder" is a person who, together with affiliates and associates, owns (or in the preceding three years, did own) 15% or more of the voting stock. The statute could prohibit or delay mergers or other takeover or change in control attempts and, accordingly, may discourage attempts to acquire us.

Limitation of Liability and Indemnification of Directors and Officers

We have included in our certificate of incorporation and bylaws provisions to:

- eliminate the personal liability of our directors for monetary damages resulting from breaches of their fiduciary duty, but such provision does not eliminate liability for breaches of the duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, violations under Section 174 of the Delaware General Corporation Law or for any transaction from which the director derived an improper personal benefit; and
- indemnify our directors and officers to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, including circumstances in which indemnification is otherwise discretionary.

Acting pursuant to the provisions of our certificate of incorporation and bylaws and the provisions of Section 145 of the Delaware General Corporation Law, we have entered into agreements with each of our officers and directors to indemnify them to the fullest extent permitted by such provisions and such law. We also are authorized to carry directors' and officers' insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability and indemnification provisions in our certificate of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against

directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors or officers pursuant to the provisions described above, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Other Provisions of our Certificate of Incorporation and Bylaws

Classified Board of Directors. Our certificate of incorporation provides for our board of directors to be divided into three classes of directors serving staggered three-year terms. Each class shall consist, as nearly as may be practicable, of one-third of the total number of directors constituting our entire board of directors. As a result, approximately one-third of our board of directors will be elected each year. Moreover, except as otherwise provided in our securityholder agreement, stockholders may remove a director only for cause. This provision, when coupled with the provisions of our certificate of incorporation and bylaws authorizing, except as otherwise provided in our securityholder agreement, only our board of directors to fill vacant directorships, will preclude a stockholder from removing incumbent directors without cause and simultaneously gaining control of our board of directors by filling the vacancies created by such removal with its own nominees. This provision of our certificate of incorporation may not be amended or repealed by our stockholders except with the consent of the holders of two-thirds of our outstanding common stock.

Special Meeting of Stockholders. Our certificate of incorporation provides that special meetings of our stockholders may be called only by our board of directors or our Chairman of the Board. This provision will make it more difficult for stockholders to take action opposed by our board of directors. This provision of our certificate of incorporation may not be amended or repealed by our stockholders except with the consent of the holders of two-thirds of our outstanding common stock.

No Stockholder Action by Written Consent. Our certificate of incorporation provides that no action required or permitted to be taken at any annual or special meeting of our stockholders may be taken without a meeting, and the power of our stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied. Such provision limits the ability of any stockholder to take action immediately and without prior notice to our board of directors. Such a limitation on a majority stockholder's ability to act might affect such person's or entity's decision to purchase our voting securities. This provision of our certificate of incorporation may not be amended or repealed by the stockholders except with the consent of the holders of two-thirds of our outstanding common stock.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our bylaws provide that stockholders seeking to bring business before an annual meeting of stockholders, or to nominate candidates for election as directors at an annual or special meeting of stockholders, must provide timely notice thereof in writing. To be timely, a stockholder's notice must be delivered to, or mailed and received at, our principal executive offices: in the case of an annual meeting that is called for a date that is within 30 days before or after the anniversary date of the immediately preceding annual meeting of stockholders, not less than 90 days nor more than 120 days prior to such anniversary date or, in the case of a special meeting called for the purpose of electing directors, the close of business on the tenth day following the date on which public disclosure of the date of the meeting is made; and in the case of our annual meeting to be held during fiscal 2005 and in the case of an annual meeting that is called for a date that is not within 30 days before or after the anniversary date of the immediately preceding annual meeting, not later than the close of business on the tenth day following the date on which public disclosure of the date of the meeting was made. Our bylaws also specify certain requirements for a stockholder's notice to be in proper written form. These provisions may preclude some stockholders from bringing

matters before the stockholders at an annual or special meeting or from making nominations for directors at an annual or special meeting. As set forth below, our bylaws may not be amended or repealed by our stockholders, except with the consent of holders of two-thirds of our outstanding common stock.

Adjournment of Meetings of Stockholders. Our bylaws provide that when a meeting of our stockholders is convened, the presiding officer, if directed by our board of directors, may adjourn the meeting if no quorum is present for the transaction of business or if our board of directors determines that adjournment is necessary or appropriate to enable the stockholders to consider fully information that our board of directors determines has not been made sufficiently or timely available to stockholders or to otherwise effectively exercise their voting rights. This provision will, under certain circumstances, make more difficult or delay actions by the stockholders opposed by our board of directors. The effect of such provision could be to delay the timing of a stockholders' meeting, including in cases where stockholders have brought proposals before the stockholders that are in opposition to those brought by our board of directors and therefore may provide our board of directors with additional flexibility in responding to such stockholder proposals. As set forth below, our bylaws may not be amended or repealed by our stockholders, except with the consent of holders of two-thirds of our outstanding common stock.

No Cumulative Voting. The Delaware General Corporation Law provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless our certificate of incorporation provides otherwise. Our certificate of incorporation does not provide for cumulative voting.

Authorized but Unissued Capital Stock. Our certificate of incorporation authorizes our board of directors to issue one or more classes or series of preferred stock, and to determine, with respect to any such class or series of preferred stock, the voting powers (if any), designations, powers, preferences, rights and qualifications, limitations or restrictions of such preferred stock. We have no current intention to issue any additional shares of preferred stock.

The Delaware General Corporation Law does not require stockholder approval for any issuance of previously authorized shares of our capital stock. However, the listing requirements of the New York Stock Exchange, which would apply so long as our common stock is listed on the New York Stock Exchange, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of our common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Amendment of the Bylaws. Our certificate of incorporation provides that our bylaws may not be amended or repealed by our stockholders except with the consent of holders of two-thirds of our outstanding common stock and grants our board of directors the authority to amend and repeal our bylaws without a stockholder vote in any manner not inconsistent with the laws of Delaware or our certificate of incorporation. This provision will make it more difficult for our stockholders to make changes to our bylaws that are opposed by our board of directors. This provision of our certificate of incorporation may not be amended or repealed by our stockholders except with the consent of the holders of two-thirds of our outstanding common stock.

Transfer Agent and Registrar

National City Bank, Cleveland, Ohio, is the transfer agent and registrar for our common stock.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no market for our common stock. Future sales in the public market of substantial amounts of our common stock, including shares issued upon exercise of outstanding options after any restrictions on sale lapse, could adversely affect prevailing market prices and impair our ability to raise equity capital in the future.

After this offering, 45,945,559 shares of our common stock will be outstanding. The shares sold in the offering, plus any shares sold upon exercise of the over-allotment option described in "Underwriters," will be freely tradable without restriction under the Securities Act, unless purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining shares of common stock held by existing stockholders are "restricted securities" as that term is defined in Rule 144, and may be sold in the public market only if they are registered or if they qualify for an exemption from registration under Rule 144, Rule 144(k) or Rule 701.

We anticipate that, following the completion of the offering, all 33,445,559 shares of common stock outstanding prior to this offering will be subject to the lock-up agreement described in "Underwriters." All such shares are subject to registration rights, as described above under "Certain Relationships and Transactions—Securityholder Agreement."

The following table shows the number of shares of our common stock that will be subject to the restrictions of Rule 144, the number of restricted shares eligible for resale under both Rule 144(k) and Rule 701, and the dates that such shares will be eligible for resale. All of the shares in the following table are owned by our 15 current stockholders.

	Number of Shares	Date First Eligible for Resale
Shares Eligible for Resale under Rule 144	33,445,559	, 2005
Shares Eligible for Resale under Rule 144(k)	5,152,016	, 2005
Shares Eligible for Resale under Rule 701	—	, 2005

After this offering, 7,404,234 shares of our common stock will be subject to outstanding options.

Lock-Up Agreements

We, our executive officers and directors and our other stockholders and optionholders owning substantially all of our shares have agreed with the underwriters not to:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock, or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock

for a period of 180 days after the date of this prospectus, subject to certain extensions, without the prior written consent of Morgan Stanley and Lehman Brothers, as described in "Underwriters."

Rule 144

Under Rule 144, a person, or persons whose shares are aggregated, who has beneficially owned restricted securities for at least one year will be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding; and

- the average weekly trading volume of the common stock during the four weeks preceding the filing of the stockholder's required notice of sale with the SEC.

Sales under Rule 144 also are subject to other requirements regarding the manner of sale, notice and availability of current public information about us.

Rule 144(k)

Under Rule 144(k), a person who is not deemed to have been one of our "affiliates" at any time during the 90 days preceding a sale, and who has beneficially owned the restricted securities proposed to be sold for at least two years, is entitled to sell those shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144. Therefore, after the expiration of the lock-up period, a substantial number of additional shares could become available for sale to the public.

Rule 701

Under Rule 701, shares of our common stock acquired upon the exercise of currently outstanding options or pursuant to other rights granted under our stock plans may be resold, to the extent not subject to lock-up agreements, (1) by persons other than affiliates, beginning 90 days after the effective date of this offering, subject only to the manner-of-sale provisions of Rule 144 and (2) by affiliates, subject to the manner-of-sale, current public information, and filing requirements of Rule 144, in each case, without compliance with the one-year holding period requirement of Rule 144.

Form S-8 Registration Statement

We intend to file a registration statement on Form S-8 under the Securities Act as soon as practicable after completion of this offering to register shares of common stock reserved for issuance under the MEP and the 2004 EIP. This registration will permit the resale of these shares by nonaffiliates in the public market without restriction under the Securities Act, upon completion of the lock-up period described above. Shares of common stock registered under the Form S-8 registration statement held by affiliates will be subject to Rule 144 volume limitations.

UNDERWRITERS

Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. Incorporated, Lehman Brothers Inc., Banc of America Securities LLC and William Blair & Company, L.L.C. are acting as representatives, have severally agreed to purchase, EnerSys has agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. Incorporated	
Lehman Brothers Inc.	
Banc of America Securities LLC	
William Blair & Company, L.L.C.	
Total	12,500,000

The underwriters are offering the shares of common stock subject to their acceptance of the shares from EnerSys and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of common stock directly to the public at the public offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of \$ a share under the public offering price. Any underwriter may allow, and such dealers may reallocate, a concession not in excess of \$ a share to other underwriters or to certain dealers. After the initial offering of the shares of common stock, the offering price and other selling terms may from time to time be varied by the representatives.

The following table shows the offering price to the public, underwriting discounts and commissions and proceeds, before expenses, to EnerSys. The information assumes either no exercise or full exercise by the underwriters of the over-allotment option.

	Per Share	Without Option	With Option
Public offering price	\$	\$	\$
Underwriting discounts and commissions			
Proceeds, before expenses, to EnerSys	\$	\$	\$

EnerSys has granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of 1,875,000 additional shares of common stock at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table. If the underwriters' option is exercised in full, the total price to the public would be \$, the total underwriters' discounts and commissions would be \$ and total proceeds to EnerSys would be \$.

The underwriting discounts and commissions will be determined by negotiations among EnerSys and the representatives and are a percentage of the offering price to the public. Among the factors to be considered in determining the discounts and commissions will be the size of the offering, the nature of the security to be offered and the discounts and commissions charged in comparable transactions. The

estimated offering expenses payable by EnerSys in addition to the underwriting discounts and commissions, are approximately \$5 million, which includes legal, accounting and printing costs and various other fees associated with registering and listing the common stock.

The underwriters have informed EnerSys that they do not intend to confirm sales to accounts over which they exercise discretionary authority without the prior written approval of the customer.

Application has been made to have the common stock approved for quotation on the New York Stock Exchange under the symbol "ENS."

Each of EnerSys and the directors, executive officers and other stockholders and optionholders owning substantially all of EnerSys' shares have agreed that, without the prior written consent of Morgan Stanley & Co. Incorporated and Lehman Brothers Inc. on behalf of the underwriters, they will not, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. The restrictions described in this paragraph do not apply to:

- the sale of shares to the underwriters;
- the issuance by EnerSys of shares of common stock upon the exercise of an option or a warrant or the conversion of a security outstanding on the date of this prospectus;
- transactions by any person other than EnerSys relating to shares of common stock or other securities acquired in open market transactions after the completion of the offering of the shares; or
- transfers by directors, executive officers and other stockholders of EnerSys of shares of common stock or common stock equivalents by gift, will or intestacy or to immediate family members, so long as the recipient of such common stock agrees in writing to be bound by the restrictions described in this paragraph for the remainder of the 180-day restricted period and possible extension of such period described below.

The 180-day restricted period described above is subject to extension such that, in the event that either (1) during the last 17 days of the 180-day restricted period, we issue an earnings release or material news or a material event relating to us occurs or (2) prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period, the "lock-up" restrictions described above will, subject to limited exceptions, continue to apply until the expiration of the 18-day period beginning on the earnings release or the occurrence of the material news or material event.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. As an additional means of facilitating the offering, the underwriters may bid for, and purchase, shares of common stock in the open market to stabilize the price of the common stock. The underwriting syndicate may also reclaim selling concessions allowed to an

underwriter or a dealer for distributing the common stock in the offering, if the syndicate repurchases previously distributed common stock to cover syndicate short positions or to stabilize the price of the common stock. These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

Investment funds affiliated with Morgan Stanley & Co. Incorporated will continue to own a majority of the outstanding common stock of EnerSys after giving effect to this offering. The securityholder agreement among EnerSys, the Morgan Stanley Funds, the J.P. Morgan Funds, the GM Stockholders and certain members of our senior management provides that MSCP IV is entitled to designate a majority of the nominees for election to our board of directors and to designate a majority of the members of our compensation committee and nominating and corporate governance committee. Eric T. Fry and Howard I. Hoffen, each of whom is an employee of Morgan Stanley & Co. Incorporated, currently serve as and were appointed directors by MSCP IV. Michael C. Hoffman and Chad L. Elliott, each of whom is an employee of Morgan Stanley Capital Partners, are director nominees designated by MSCP IV. See "Certain Relationships and Related Transactions."

The underwriters and their affiliates have from time to time provided, and expect to provide in the future, investment banking, commercial banking and other financial services to EnerSys for which they have received and may continue to receive customary fees and commissions. Morgan Stanley Senior Funding was a lender and acted as agent under our former senior secured credit facility. Bank of America, N.A., an affiliate of Banc of America Securities LLC, is a lender and acts as administrative agent and collateral agent under our new \$480.0 million senior secured facility and \$120.0 million senior second lien term loan. In addition, Bank of America, N.A. is the counterparty to three interest rate swap agreements we entered into in order to fix the interest rate on a portion of our floating rate debt. Bank of America, N.A., Morgan Stanley Senior Funding and Lehman Commercial Paper Inc., an affiliate of Lehman Brothers Inc., are committed to provide funding under our senior secured revolving credit facility. In addition, Morgan Stanley Senior Funding acts as syndication agent and Lehman Commercial Paper Inc. acts as documentation agent under our new credit facilities. In connection with the establishment of our new credit facilities, we paid aggregate fees of approximately \$2.5 million to Morgan Stanley Senior Funding, \$3.9 million to Bank of America, N.A., and \$1.8 million to Lehman Commercial Paper.

Morgan Stanley & Co. Incorporated may be deemed to be an "affiliate" of EnerSys, as defined by Rule 2720 of the Conduct Rules of the National Association of Securities Dealers ("Rule 2720"). Accordingly, this offering will be conducted in compliance with the requirements of Rule 2720. Under the provisions of Rule 2720, when a NASD member distributes securities of an affiliate, the public offering price of the securities can be no higher than that recommended by the "qualified independent underwriter," as such term is defined in Rule 2720. In accordance with such requirements, Lehman Brothers Inc. has agreed to serve as a "qualified independent underwriter" and has conducted due diligence and will recommend a maximum price for the shares of common stock. We have agreed to indemnify Lehman Brothers Inc. for acting as a qualified independent underwriter against certain liabilities, including under the Securities Act.

EnerSys and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

Pricing of the Offering

Prior to this offering, there has been no public market for the shares of common stock. The initial public offering price will be determined by negotiations among EnerSys and the representatives of the underwriters. Among the factors to be considered in determining the initial public offering price will be the future prospects of EnerSys and its industry in general, sales, earnings and certain other financial operating information of EnerSys in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to those of EnerSys. The estimated initial public offering price range set forth on the cover page of this preliminary prospectus is subject to change as a result of market conditions and other factors.

**MATERIAL UNITED STATES INCOME AND ESTATE TAX CONSEQUENCES TO
NON-UNITED STATES STOCKHOLDERS**

The following is a general discussion of the material U.S. federal income and estate tax consequences to a non-U.S. holder of the ownership and disposition of our common stock. For the purpose of this discussion, a non-U.S. holder is any holder that for U.S. federal income tax purposes is not a U.S. person or a partnership. For purposes of this discussion, the term U.S. person means:

- an individual citizen or resident of the U.S.;
- a corporation or other entity taxable as a corporation created or organized in the U.S. or under the laws of the U.S., any state or the District of Columbia;
- an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust (x) whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons that have the authority to control all substantial decisions of the trust or (y) which has made a valid election to be treated as a U.S. person.

If a partnership holds common stock, the tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships which hold our common stock and partners in such partnerships should consult their tax advisors.

This discussion assumes that non-U.S. holders will hold our common stock issued pursuant to the offering as a capital asset (generally, property held for investment). This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant in light of a non-U.S. holder's special tax status or special tax situation. U.S. expatriates or former long-term residents, life insurance companies, tax-exempt organizations, dealers in securities or currency, banks or other financial institutions, investors whose functional currency is other than the U.S. dollar, that have elected mark-to-market accounting, who acquired our common stock as compensation, or that hold our common stock as part of a hedge, straddle, constructive sale, conversion, or other risk reduction transaction, and special status corporations (such as "controlled foreign corporations," "foreign investment companies," "passive foreign investment companies," "foreign personal holding companies," and corporations that accumulate earnings to avoid U.S. income tax) are among those categories of potential investors that are subject to special rules not covered in this discussion. This discussion does not address any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction. Furthermore, the following discussion is based on current provisions of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. Accordingly, each non-U.S. holder should consult its tax advisor regarding the U.S. federal, state, local and non-U.S. income and other tax consequences of acquiring, holding and disposing of shares of our common stock.

Dividends

We do not anticipate paying any dividends on our common stock for the foreseeable future. However, if we do pay dividends on our common stock, those payments will constitute dividends for U.S. tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those dividends exceed our current and accumulated earnings and profits, the dividends will constitute a return of capital and will first reduce a holder's tax basis, but not below zero, and then will be treated as gain from the sale of stock.

Any dividend (out of earnings and profits) paid to a non-U.S. holder of common stock generally will be subject to U.S. withholding tax at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable tax treaty. In order to receive a reduced treaty rate, a non-U.S. holder must provide us with an Internal Revenue Service ("IRS") Form W-8BEN (or successor form) or an

appropriate substitute form certifying qualification for the reduced rate. The non-U.S. holder must periodically update the information on such forms. Such non-U.S. holder may also be required to obtain and provide a U.S. taxpayer identification number and/or demonstrate residence in the applicable foreign jurisdiction by providing documentation issued by the government of such jurisdiction. Furthermore, Treasury Regulations require special procedures for payments through qualified intermediaries. A non-U.S. holder of common stock that is eligible for a reduced rate of withholding tax pursuant to a tax treaty may obtain a refund of any excess amounts currently withheld by filing an appropriate claim for refund with the IRS.

Dividends received by a non-U.S. holder that are effectively connected with a U.S. trade or business conducted by the non-U.S. holder are exempt from the 30% withholding tax. In order to obtain this exemption, a non-U.S. holder must provide us with an IRS Form W-8ECI (or successor form) or an appropriate substitute form properly certifying such exemption. "Effectively connected" dividends, although not subject to withholding tax, are taxed at the same graduated rates applicable to U.S. persons, net of certain deductions and credits. If the non-U.S. holder is eligible for the benefits of a tax treaty between the United States and the holder's country of residence, any effectively connected dividends or gain would generally be subject to U.S. federal income tax only if such amount is also attributable to a permanent establishment or fixed base maintained by the holder in the United States.

In addition to the graduated tax described above, dividends received by a corporate non-U.S. holder that are effectively connected with a U.S. trade or business of the corporate non-U.S. holder may also, under certain circumstances, be subject to a branch profits tax at a rate of 30% or such lower rate as specified by an applicable tax treaty.

Gain on Disposition of Common Stock

A non-U.S. holder generally will not be subject to U.S. federal income tax on any gain recognized upon the sale or other disposition of our common stock unless:

- the gain is effectively connected with a U.S. trade or business of the non-U.S. holder (which gain, in the case of a corporate non-U.S. holder, must also be taken into account for branch profits tax purposes);
- the non-U.S. holder is an individual who is present in the U.S. for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are satisfied; or
- our common stock constitutes a U.S. real property interest by reason of our status as a "U.S. real property holding corporation" for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding the disposition or the holder's holding period for our common stock, and the non-U.S. holder does not fall within a de minimis exception. We have determined that we are not, and we do not anticipate becoming, a U.S. real property holding corporation for U.S. federal income tax purposes. However, we can give no assurance that we will not become a U.S. real property holding corporation. Accordingly, non-U.S. holders are urged to consult their tax advisors to determine the application of these rules to their disposition of our common stock.

Federal Estate Taxes

Common stock owned or treated as owned by an individual who is a non-U.S. holder at the time of death will be included in the individual's gross estate for U.S. federal estate tax purposes and may be subject to U.S. federal estate tax, unless an applicable tax treaty provides otherwise. An individual may be subject to U.S. federal estate tax but not U.S. federal income tax as a resident or may be subject to U.S. federal income tax as a resident but not U.S. federal estate tax.

Information Reporting and Backup Withholding

Generally, we must report annually to the IRS the amount of dividends paid, the name and address of the recipient, and the amount, if any, of tax withheld in the case of each non-U.S. holder. A similar report is sent to the holder. Tax treaties or other agreements may require the IRS to make its reports available to tax authorities in the recipient's country of residence.

Payments of dividends or of proceeds on the disposition of stock made to a non-U.S. holder may be subject to backup withholding (currently at a rate of 28%) unless the non-U.S. holder establishes an exemption, for example by properly certifying its non-U.S. status on a Form W-8BEN (or successor form) or an appropriate substitute form. Notwithstanding the foregoing, backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that the holder is a U.S. person or that any other condition of exemption is not satisfied.

The payment of the gross proceeds of the sale, exchange or other disposition of our common stock to or through the U.S. office of any broker, U.S. or foreign, will be subject to information reporting and possible backup withholding unless the non-U.S. holder, prior to payment, certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, and provided that the broker does not have actual knowledge, or reason to know, that the purported non-U.S. holder is actually a U.S. person or that the conditions of any other exemption are not in fact satisfied. The payment of the gross proceeds of the sale, exchange or other disposition of our common stock to or through a non-U.S. office of a non-U.S. broker will not be subject to information reporting or backup withholding unless the non-U.S. broker has certain types of relationships with the United States (a "U.S.-related person"). In the case of the payment of the gross proceeds of the sale, exchange or other disposition of our common stock to or through a non-U.S. office of a broker that is either a U.S. person or a U.S.-related person, Treasury Regulations do not require backup withholding but do require information reporting on the payment unless the broker, prior to payment, (a) has documentary evidence in its files that the owner is a non-U.S. holder, and (b) has no knowledge, or reason to know, to the contrary.

Backup withholding is not an additional tax. Rather, the U.S. income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the IRS.

The preceding discussion of material U.S. federal income and estate tax consequences is general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to the particular tax consequences of purchasing, holding and disposing of our common stock, including the applicability and effect of any state, local or non-U.S. tax laws and of any changes or proposed changes in applicable law.

VALIDITY OF COMMON STOCK

Gibson, Dunn & Crutcher LLP, New York, New York, will pass upon the validity of the shares of our common stock offered in the offering. Stevens & Lee, Reading, Pennsylvania also has acted as our counsel in connection with the offering. The underwriters will be represented by Davis Polk & Wardwell, New York, New York.

EXPERTS

The consolidated financial statements of EnerSys at March 31, 2004 and 2003, and for each of the three years in the period ended March 31, 2004, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined financial statements of Energy Storage Group for the period from April 1, 2001 to March 22, 2002, appearing in this prospectus and registration statement have been audited by Ernst & Young, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1, including exhibits and schedules, under the Securities Act with respect to the common stock to be sold in the offering. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules that are part of the registration statement. Any statements made in this prospectus as to the contents of any contract, agreement or other document are not necessarily complete. With respect to each such contract, agreement or other document filed as an exhibit to the registration statement, we refer you to the exhibit for a more complete description of the matter involved, and each statement in this prospectus shall be deemed qualified in its entirety by this reference. You may read and copy all or any portion of the registration statement or any reports, statements or other information in the files at the following public reference facilities of the SEC:

Room 1024
450 Fifth Street, N.W.
Washington, DC 20549

Upon completion of this offering, we will be required to file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission. You may read and copy any documents filed by us at the address set forth above.

You can request copies of these documents upon payment of a duplicating fee by writing to the SEC. You may call the SEC at 1-800-SEC-0330 for further information on the operation of its public reference rooms. Our filings, including the registration statement, will also be available to you on the Internet web site maintained by the SEC at <http://www.sec.gov>.

FINANCIAL STATEMENTS

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EnerSys

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Energy Storage Group

Combined financial statements for the period from April 1, 2001 to March 22, 2002

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Report of Independent Registered Public Accounting Firm

The Board of Directors
EnerSys

We have audited the accompanying consolidated balance sheets of EnerSys as of March 31, 2003 and 2004, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for each of the three years in the period ended March 31, 2004. Our audits also included the financial statement schedule listed in the index at Item 16(b). These consolidated financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and schedule based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of EnerSys at March 31, 2003 and 2004, and the consolidated results of its operations and its cash flows for each of the three years in the period ended March 31, 2004, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ Ernst & Young LLP

Philadelphia, Pennsylvania
May 14, 2004, except for
Note 25, as to which the
date is July 9, 2004

EnerSys

Consolidated Balance Sheets

(In Thousands, Except Per Share Data)

	March 31	
	2003	2004
Assets		
Current assets:		
Cash and cash equivalents	\$ 44,296	\$ 17,207
Accounts receivable, net	189,014	227,752
Inventories, net	106,998	131,712
Deferred taxes	29,798	24,616
Prepaid expenses	9,107	17,873
Other current assets	3,940	4,543
Total current assets	383,153	423,703
Property, plant, and equipment, net	275,659	284,850
Goodwill	295,705	306,825
Other intangible assets, net	75,541	75,495
Deferred taxes	17,634	26,025
Other	28,116	34,170
Total assets	\$ 1,075,808	\$ 1,151,068
Liabilities and stockholders' equity		
Current liabilities:		
Short-term debt	\$ 1,311	\$ 2,712
Current portion of long-term debt	13,052	7,014
Current portion of capital lease obligations	2,208	2,150
Accounts payable	94,999	113,043
Accrued expenses	134,749	163,717
Deferred taxes	1,478	340
Total current liabilities	247,797	288,976
Long-term debt	231,844	496,200
Capital lease obligations	3,747	3,227
Deferred taxes	69,664	60,952
Other liabilities	57,009	62,411
Total liabilities	610,061	911,766
Stockholders' equity:		
Series A Convertible Preferred Stock, \$0.01 par value, 2,500,000 shares authorized, 665,883 shares issued and outstanding	7	7
Class A Common Stock, \$0.01 par value, 135,000,000 shares authorized, 11,014,421 shares issued and outstanding	110	110
Class B Common Stock, \$0.01 par value, 1,000,000 shares authorized, no shares issued and outstanding	—	—
Paid-in capital	447,133	188,766
Retained earnings (deficit)	(8,675)	(8,839)
Accumulated other comprehensive income	27,172	59,258
Total stockholders' equity	465,747	239,302
Total liabilities and stockholders' equity	\$ 1,075,808	\$ 1,151,068

See accompanying notes.

EnerSys

Consolidated Statements of Operations

(In Thousands Except Share and Per Share Data)

	Fiscal year ended March 31		
	2002	2003	2004
Net sales	\$ 339,340	\$ 859,643	\$ 969,079
Cost of goods sold	271,596	653,998	722,825
Gross profit	67,744	205,645	246,254
Operating expenses	53,463	150,618	170,412
Special charges relating to restructuring, bonuses and uncompleted acquisitions	63,345	—	21,147
Amortization expense	51	51	51
Operating (loss) earnings	(49,115)	54,976	54,644
Interest expense	13,294	20,511	20,343
Special charges relating to a settlement agreement and write-off of deferred finance costs	—	—	30,974
Other expense (income), net	1,744	(742)	(4,466)
(Loss) earnings before income taxes	(64,153)	35,207	7,793
Income tax (benefit) expense	(22,171)	12,355	2,957
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836
Series A convertible preferred stock dividends	(13)	(20,857)	(24,689)
Net (loss) earnings available to common shareholders	\$ (41,995)	\$ 1,995	\$ (19,853)
Net (loss) earnings per common share:			
Basic	\$ (3.81)	\$ 0.18	\$ (1.80)
Diluted	\$ (3.81)	\$ 0.18	\$ (1.80)
Weighted-average shares of common stock outstanding:			
Basic	11,014,421	11,014,421	11,014,421
Diluted	11,014,421	11,156,267	11,014,421

See accompanying notes.

EnerSys

Consolidated Statements of Changes in Stockholders' Equity

(In Thousands)

	Series A Convertible Preferred Stock	Class A Common Stock	Class B Common Stock	Paid-in Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
Balance at March 31, 2001	\$ —	\$ 110	\$ —	\$ 164,140	\$ 10,455	\$ (2,343)	\$ 172,362
Issuance of Series A Convertible Preferred Stock	7	—	—	282,993	—	—	283,000
Net loss	—	—	—	—	(41,982)	—	(41,982)
Cumulative effect of accounting change on derivative instruments, net of tax \$144	—	—	—	—	—	245	245
Other comprehensive income							
Minimum pension liability adjustment, net of tax of \$400	—	—	—	—	—	(600)	(600)
Unrealized loss on derivative instruments, net of tax of \$741	—	—	—	—	—	(1,111)	(1,111)
Foreign currency translation adjustment	—	—	—	—	—	2,933	2,933
Comprehensive loss							(40,515)
Balance at March 31, 2002	7	110	—	447,133	(31,527)	(876)	414,847
Net earnings	—	—	—	—	22,852	—	22,852
Other comprehensive income							
Minimum pension liability adjustment, net of tax of \$1,030	—	—	—	—	—	(1,741)	(1,741)
Unrealized loss on derivative instruments, net of tax of \$1,722	—	—	—	—	—	(2,583)	(2,583)
Foreign currency translation adjustment	—	—	—	—	—	32,372	32,372
Comprehensive income							50,900
Balance at March 31, 2003	7	110	—	447,133	(8,675)	27,172	465,747
Distribution to stockholders	—	—	—	(258,367)	—	—	(258,367)
Cancellation of warrants	—	—	—	—	(5,000)	—	(5,000)
Net earnings	—	—	—	—	4,836	—	4,836
Other comprehensive income							
Minimum pension liability adjustment, net of tax of \$(667)	—	—	—	—	—	885	885
Unrealized income on derivative instruments, net of tax of \$(581)	—	—	—	—	—	871	871
Foreign currency translation adjustment	—	—	—	—	—	30,330	30,330
Comprehensive income							36,922
Balance at March 31, 2004	\$ 7	\$ 110	\$ —	\$ 188,766	\$ (8,839)	\$ 59,258	\$ 239,302

See accompanying notes.

Consolidated Statements of Cash Flows

(In Thousands)

	Fiscal year ended March 31		
	2002	2003	2004
Cash flows from operating activities			
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836
Adjustments to reconcile net (loss) earnings to net cash provided by operating activities:			
Noncash special charges	—	—	6,569
Settlement agreement expense	—	—	24,405
Depreciation and amortization	12,393	38,002	39,047
Provision for doubtful accounts	1,804	1,860	849
Provision for deferred taxes, less amounts related to restructuring	783	8,379	(6,640)
Provision for restructuring, net of related accumulative foreign currency translation adjustments	41,882	—	—
Accretion of discount on notes payable	97	4,112	3,341
Issuance of subordinated notes	—	2,781	—
Option liability loss (gain)	184	(1,233)	(27)
Loss on disposal of fixed assets	1	97	45
Changes in assets and liabilities, net of effects of acquisition:			
Accounts receivable	6,248	1,464	(17,556)
Inventory	19,415	9,450	(13,927)
Prepaid expenses	(6,804)	(6,822)	(6,852)
Other assets	—	4,487	2,610
Accounts payable	(23,990)	2,697	9,533
Accrued expenses	11,037	(32,688)	(11,804)
Other liabilities	—	—	4,763
Net cash provided by operating activities	21,068	55,438	39,192
Cash flows from investing activities			
Capital expenditures	(12,944)	(23,623)	(28,580)
Purchase of businesses, net of cash acquired	(323,200)	10,707	1,181
Proceeds from disposal of property, plant, and equipment	193	(7)	418
Net cash used in investing activities	(335,951)	(12,923)	(26,981)

Cash flows from financing activities			
Net (decrease) increase in short-term debt	\$	(250)	\$ (877) \$ 1,401
Proceeds from the issuance of long-term debt		36,000	— 507,675
Deferred financing costs		—	— (11,000)
Payments of long-term debt		(3,955)	(6,211) (184,453)
Proceeds from the issuance of Series A Convertible Preferred Stock		283,000	— —
Payments of capital lease obligations, net		—	(1,121) (1,145)
Payment under settlement agreement		—	— (89,100)
Buy back of outstanding stock warrants		—	— (5,000)
Distribution to stockholders		—	— (258,367)
		<u>314,795</u>	<u>(8,209)</u> <u>(39,989)</u>
Net cash provided by (used in) financing activities		314,795	(8,209) (39,989)
Effect of exchange rate changes on cash		28	915 689
		<u>(60)</u>	<u>35,221</u> <u>(27,089)</u>
Net (decrease) increase in cash		(60)	35,221 (27,089)
Cash and cash equivalents at beginning of year		9,135	9,075 44,296
		<u>9,075</u>	<u>44,296</u> <u>17,207</u>
Cash and cash equivalents at end of year	\$	9,075	\$ 44,296 \$ 17,207

See accompanying notes.

Notes to Consolidated Financial Statements

March 31, 2004

(In Thousands, Except Per Share Data)

1. Summary of Significant Accounting Policies

Description of Business

EnerSys (the Company) is a leading worldwide manufacturer and supplier of lead-acid industrial batteries consisting of reserve power batteries serving the telecommunications, uninterruptible power systems (UPS), switchgear and electrical control systems and aerospace and defense markets, and motive power batteries primarily serving the electric industrial forklift truck market. The Company was formed on November 9, 2000 when EnerSys acquired the industrial battery business of Yuasa Inc. in North and South America from Yuasa Corporation (Japan).

Principles of Consolidation

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

Foreign Currency Translation

Results of foreign operations are translated into United States dollars using average exchange rates during the period while assets and liabilities are translated into United States dollars using current rates as of the balance sheet date. The resulting translation adjustments are accumulated as a separate component of stockholders' equity.

Transaction gains and losses resulting from exchange rate changes on transactions denominated in currencies other than the functional currency of the applicable subsidiary are included in other expense (income), net in the year in which the change occurs.

Revenue Recognition

The Company recognizes revenue when the earnings process is complete. This occurs when products are shipped to the customer in accordance with terms of the agreement, transfer of title and risk of loss, collectibility is reasonably assured and pricing is fixed and determinable. Accruals are made at the time of sale for sales returns and other allowances based on the Company's experience.

Freight Expense

Amounts billed to customers for outbound freight costs are classified as sales in the consolidated income statement. Costs incurred by the Company for outbound freight costs to customers are classified in cost of sales.

Warranties

Substantially all of the Company's products are generally warranted for a period of one to five years. The Company provides for estimated product warranty expenses when the related products are sold.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with an original maturity of three months or less when purchased. United States short-term investments included in cash and cash equivalents at March 31, 2003 and 2004 were \$31,663 and \$8,058, respectively.

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts of \$8,492 and \$6,722 at March 31, 2003 and 2004, respectively. The allowance is based on management's estimate of uncollectible accounts, analysis of historical data and trends, as well as review of all relevant factors concerning the financial capability of its customers. Accounts receivable are considered to be past due based on how payments are received compared to the customer's credit terms. Accounts are written off when management determines the account is worthless. Finance charges are generally not assessed or collected on past due accounts.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method. The cost of inventory consists principally of material, labor, and associated overhead.

Property, Plant, and Equipment

Property, plant, and equipment are recorded at cost and include expenditures that substantially increase the useful lives of the assets. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows: 10 to 33 years for buildings and improvements and 3 to 15 years for machinery and equipment.

Depreciation expense for the fiscal years ended March 31, 2002, 2003 and 2004 totaled \$10,679, \$35,278 and \$36,989, respectively. Maintenance and repairs are expensed as incurred. Interest on capital projects is capitalized during the construction period and amounted to \$620, \$179 and \$194 for the fiscal years ended March 31, 2002, 2003 and 2004, respectively. Gains and losses from dispositions or retirements of property, plant, and equipment are recognized currently.

Intangible Assets

Effective April 1, 2001, the Company early adopted Statement of Financial Accounting Standards (SFAS) No. 142, *Goodwill and Other Intangible Assets*. SFAS No. 142 eliminates the amortization of goodwill and indefinite-lived intangible assets and requires a review at least annually for impairment. The Company has determined that tradenames and goodwill are indefinite-lived assets, as defined by SFAS No. 142, and therefore not subject to amortization.

SFAS No. 142 prescribes a two-step method for determining goodwill impairment. In the first step, the fair value of the Company's reporting units was determined using a discounted cash flow analysis approach. Since the net book value of the reporting units did not exceed the fair value, the second step of the impairment test was not necessary. SFAS No. 142 requires the Company to perform impairment tests on an annual basis and whenever events or circumstances occur indicating that the tradenames or goodwill may be impaired.

Environmental Expenditures

Environmental expenditures that will benefit future operations are capitalized; all other environmental expenditures are expensed as incurred. Accruals are recorded when environmental expenditures for remedial efforts are probable and the amounts can be reasonably estimated.

Impairment of Long-Lived Assets

SFAS No. 144, *Accounting for Impairment or Disposal of Long-Lived Assets*, requires that companies consider whether indicators of impairment of long-lived assets held for use are present. If such indicators are present, companies determine whether the sum of the estimated undiscounted future cash flows attributable to such assets is less than their carrying amount, and if so, companies recognize an impairment loss based on the excess of the carrying amount of the assets over their fair value. Accordingly, management will periodically evaluate the ongoing value of property and equipment.

Financial Instruments

The Company's financial instruments include cash and cash equivalents, accounts receivable, accounts payable, and debt. In addition, the Company uses interest rate swap and option agreements to manage risk on a portion of its floating-rate debt.

Because of short maturities, the carrying amount of cash and cash equivalents, accounts receivable, accounts payable, and short-term debt approximates fair market value. The fair value of the Company's long-term debt, described in Note 9, approximates its carrying value and the fair value of derivative instruments is described in Note 12.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. These temporary differences are measured using enacted tax rates expected to apply to taxable income in the years in which the temporary differences are expected to be realized.

Valuation allowances are recorded to reduce deferred tax assets when it is probable that a tax benefit will not be realized. The provision for income taxes represents income taxes paid or payable for the current year and the change in deferred taxes adjusted for purchase accounting adjustments during the year.

Deferred Financing Fees

In March 2004, the Company entered into two credit facilities with various portions that will expire in 2009, 2011 and 2012. Deferred financing fees associated with the new credit facilities of \$11,000 were incurred and will be amortized over the life of the new credit facilities. \$6,569 of deferred financing fees related to the previously existing credit facility were written off and charged to Special Charges in March 2004. Deferred financing fees, net of accumulated amortization totaled \$8,634 and \$10,935 as of March 31, 2003 and 2004, respectively. Amortization expense included in interest expense was \$1,097, \$2,069 and \$2,012 for the fiscal years ended March 31, 2002, 2003 and 2004, respectively.

Derivative Financial Instruments

The Company has entered into interest rate swap agreements and option agreements to manage risk on a portion of its long-term floating-rate debt. The agreements are with major financial institutions, and the Company believes the risk of nonperformance by the counterparties is negligible. The counterparties to these agreements are lenders under the Credit Agreement and liabilities related to these agreements are covered under the security provisions of the Credit Agreement. The Company does not hold or issue

derivative financial instruments for trading or speculative purposes. SFAS No. 133, as amended, establishes accounting and reporting standards for derivative instruments and hedging activities. The Company recognizes all derivatives as either assets or liabilities in the accompanying balance sheet and measures those instruments at fair value. Changes in the fair value of those instruments are reported in accumulated other comprehensive income (loss) if they qualify for hedge accounting, or in earnings if they do not qualify for hedge accounting. Derivatives qualify for hedge accounting if they are designated as hedge instruments and if the hedge is highly effective in achieving offsetting changes in the fair value of cash flow of the asset or liability hedged. Accordingly, gains and losses from changes in derivative fair value are deferred until the underlying transaction occurs. Interest expense on the debt is adjusted to include the payments made or received under such hedge agreements. Any deferred gains or losses associated with derivative instruments, which on infrequent occasions may be terminated prior to maturity are recognized in earnings in the period in which the underlying hedged transaction is recognized. In the event a designated hedged item is sold, extinguished or matures prior to the termination of the related derivative instrument, such instrument would be closed and the resulting gain or loss would be recognized in earnings.

Stock-Based Compensation Plans

In December 2002, FASB issued SFAS No. 148, Accounting for Stock-Based Compensation—Transition and Disclosure. SFAS No. 148 amends SFAS No. 132, Accounting for Stock-Based Compensation, to provide alternative methods for a voluntary transition to the fair-value method of accounting for stock-based employee compensation. SFAS No. 148 also amends the disclosure provisions of SFAS No. 123 to require disclosure in the summary of significant accounting policies of the effects of an entity's accounting policy with respect to stock-based employee compensation on reported net income. The adoption of the standard was effective for fiscal years beginning after December 15, 2002. Rather than adopt the fair-value method of accounting for stock-based compensation, the Company chose to continue accounting for such items using the intrinsic value method. As required, the Company did adopt the disclosure provisions of this standard.

In 2001, the Company established a stock-based compensation plan, which is more fully described in Note 16. The Company uses the accounting method under Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations of this plan. Under APB Opinion No. 25, generally, when the exercise price of the Company stock options equals the fair market value of the underlying stock on the date of the grant, no compensation expense is recognized. The following table illustrates the effect of net income if the Company had applied the fair value recognition

provisions of SFAS No. 123 to its stock-related compensation. For purposes of pro forma disclosures, the estimated fair value of the stock options is amortized to expense over their vesting periods.

	Fiscal year ended March 31		
	2002	2003	2004
Net (loss) earnings available to common stockholders, as reported	\$ (41,995)	\$ 1,995	\$ (19,853)
Stock-based employee compensation cost, net of tax, that would have been included in the determination of net income if the fair value based method had been applied to all awards	(1,588)	(3,585)	(3,646)
Net (loss) earnings available to common stockholders, pro forma	\$ (43,583)	\$ (1,590)	\$ (23,499)
Pro forma net (loss) earnings per common share:			
Basic	\$ (3.96)	\$ (0.14)	\$ (2.13)
Diluted	\$ (3.96)	\$ (0.14)	\$ (2.13)

Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive (loss) income, net of tax, are as follows:

	Beginning Balance	Before-Tax Amount	Tax Benefit (Expense)	Net-of-Tax Amount	Ending Balance
March 31, 2002					
Minimum pension liabilities	\$ —	\$ (1,000)	\$ 400	\$ (600)	\$ (600)
Unrealized loss on derivative instruments	—	(1,463)	597	(866)	(866)
Foreign currency translation adjustment	(2,343)	2,933	—	2,933	590
Accumulated other comprehensive (loss) income, net of tax	\$ (2,343)	\$ 470	\$ 997	\$ 1,467	\$ (876)
March 31, 2003					
Minimum pension liabilities	\$ (600)	\$ (2,771)	\$ 1,030	\$ (1,741)	\$ (2,341)
Unrealized loss on derivative instruments	(866)	(4,305)	1,722	(2,583)	(3,449)
Foreign currency translation adjustment	590	32,372	—	32,372	32,962
Accumulated other comprehensive (loss) income, net of tax	\$ (876)	\$ 25,296	\$ 2,752	\$ 28,048	\$ 27,172
March 31, 2004					
Minimum pension liabilities	\$ (2,341)	\$ 1,552	\$ (667)	\$ 885	\$ (1,456)
Unrealized (loss) income on derivative instruments	(3,449)	1,452	(581)	871	(2,578)
Foreign currency translation adjustment	32,962	30,330	—	30,330	63,292
Accumulated other comprehensive (loss) income, net of tax	\$ 27,172	\$ 33,334	\$ (1,248)	\$ 32,086	\$ 59,258

The foreign currency translation adjustment primarily resulted from the weakening of the United States dollar. The majority of the Company's European subsidiaries utilize the euro as their functional currency. The exchange rate of the euro to the United States dollar increased from \$0.87 as of March 31, 2002 to \$1.09 as of March 31, 2003 to \$1.23 as of March 31, 2004.

Earnings Per Share

Basic earnings per common share (EPS) are computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that would occur if securities or other contracts to issue common stock were exercised or converted into common stock.

New Accounting Pronouncements

In December 2003, the FASB issued SFAS No. 132 (revised 2003), *Employers' Disclosures about Pensions and Other Postretirement Benefits*. The revisions to SFAS No. 132 are intended to improve financial statement disclosures for defined benefit plans and was initiated in 2003 in response to concerns raised by investors and other users of financial statements, about the need for greater transparency of pension information. In particular, the standard requires that companies provide more details about their plan assets, benefit obligations, cash flows, benefit costs and other relevant quantitative and qualitative information. The guidance is effective for fiscal years ending after December 15, 2003. The Company has complied with these revised disclosure requirements (see Note 14).

In April 2003, the FASB issued SFAS No. 149, *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*. This statement amends SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, to provide clarification on the financial accounting and reporting of derivative instruments and hedging activities and requires contracts with similar characteristics to be accounted for on a comparable basis. Our adoption of SFAS No. 149 during 2003 did not have a material effect on our financial condition or results of operations.

In January 2003, the FASB issued Financial Interpretation (FIN) 46, *Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51* and in December 2003 issued a revised interpretation ("FIN 46R"). FIN 46 and FIN 46R address consolidation by business enterprises of certain variable interest entities. It applied to the Company in the first reporting period ending after March 15, 2004. This pronouncement did not have an effect on the Company's financial position and results from operations.

Collective Bargaining

At March 31, 2004, the Company had approximately 6,500 employees. Of these employees, approximately 3,300, almost all of whom work in the Company's European facilities, were covered by collective bargaining agreements. The average term of these agreements is one to two years, and these agreements expire over the period through 2007.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Reclassifications

Certain amounts in the prior years' financial statements have been reclassified to conform to the current year presentation.

2. Recapitalization

Cash Payment to Stockholders and Management. In March 2004, the Company paid a \$270,000 cash payment to its existing stockholders and certain members of its management, of which \$258,367 represents distributions to stockholders and \$11,633 represents a bonus.

New Credit Facilities. Concurrently with the payment of the \$270,000 cash payment, the Company entered into two new credit facilities. The senior secured credit facility consists of a \$380,000 seven-year term loan B facility and a \$100,000 five-year revolving credit facility. The senior second lien credit facility consists of \$120,000 of eight-year notes. In March 2004, the Company borrowed \$500,000 under the senior secured credit facility and the senior second lien credit facility. The Company used \$219,000 of the proceeds from borrowings under the new credit facilities to repay all amounts then outstanding under the Company's previously existing senior credit facility and \$11,000 to pay transaction costs associated with the new credit facilities. Obligations under the new credit facilities are secured by a first-priority security interest in substantially all of the United States existing and hereafter acquired assets, including substantially all of the capital stock of all of the Company's United States subsidiaries that are guarantors under the new credit facility, and 65% of the capital stock of certain of the Company's foreign subsidiaries that are owned by the United States companies. Obligations under the senior second lien facility are secured by a second-priority lien on the same collateral.

The following sets forth the sources and uses of funds in connection with the recapitalization:

Source of funds	
Borrowings under the new senior secured credit facility	\$ 380,000
Borrowings under the new senior second lien credit facility	120,000
Total	\$ 500,000
Use of funds	
Cash payment to stockholders and management	\$ 270,000
Repayments under previously existing senior credit facility	219,000
Transaction fees and expenses	11,000
Total	\$ 500,000

Our fiscal 2004 results reflect the impact of the recapitalization including a pretax charge to earnings of \$6,569 for the write-off of the remaining deferred financing fees outstanding under the previously existing senior credit facility.

3. Acquisition

On March 22, 2002, EnerSys acquired the assets, stock and business of substantially all of the subsidiaries and affiliates comprising the Energy Storage Group (ESG) of Invensys PLC (Invensys). ESG is a manufacturer and supplier of lead-acid industrial batteries with facilities located primarily in Europe, North America, and Asia. This acquisition enhanced our product offering with complementary product lines and increased our ability to service global clients and gain global market share. The final acquisition price, after closing adjustments provided in the purchase agreement, was \$363,104, including associated transaction costs and warrants to purchase 409,248 shares of Class A Common Stock of the Company at an

exercise price of \$850. Using the Black-Scholes method, no value was attributed to these warrants. The transaction was financed by the following: issuance of Series A Convertible Preferred Stock of \$283,000 to Morgan Stanley Capital Partners, a seller note with a fair value of \$58,321 (\$100,000 face value), and additional borrowings. The acquisition was accounted for under the purchase method of accounting and the ESG operations have been included in the Company's statements of operations since March 22, 2002. ESG's net sales and operating earnings for the fiscal year ended March 31, 2002 were \$11,460 and \$237, respectively.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed related to ESG:

Inventory	\$	67,939
Accounts Receivable		125,051
Accounts Payable		(64,635)
Accrued Expenses		(73,112)
Fixed assets		174,896
Goodwill, net of deferred taxes of \$15,285		171,585
Prepays and other assets		42,678
Long-term debt and capital leases		(11,178)
Other liabilities		(70,120)
		<hr/>
Net assets acquired	\$	363,104
		<hr/>

As of the acquisition date, the Company began to formulate an exit and restructuring plan for certain ESG facilities in North America and Europe, which was finalized during the fiscal year ended March 31, 2003. These facilities, located in the United Kingdom, Germany and the United States, were restructured due mainly to excess capacity brought about by the ESG acquisition and relatively high production costs at these locations compared to other EnerSys facilities. The facilities in the United Kingdom and Germany remain open, however, as either a distribution center or as a facility with a significantly reduced manufacturing capacity. The facility in the United States has been closed. The exit and restructuring plan affected direct, indirect and certain administrative personnel. As of March 22, 2002, the Company recorded a liability of \$7,873 related to involuntary termination of employees and \$10,300 for the cancellation of certain contractual obligations, which represents the cancellation of a contract that required the Company to purchase steam at the Germany location. During the fiscal year ended March 31, 2003, the Company paid \$9,687 for the termination of employees and \$2,287 for the contractual obligations. During the fiscal year ended March 31, 2004, the Company paid \$4,054 for the termination of employees and \$1,294 for the contractual obligations. All cash payments were charged against the liability established in purchase accounting.

A rollforward of the above restructuring reserves is as follows:

Balance at March 31, 2002	\$	18,173
Purchase accounting adjustment		26,660
Costs incurred		(11,974)
Foreign currency impact		6,520
		<hr/>
Balance at March 31, 2003		39,379
Cost incurred		(5,348)
Foreign currency impact and other		4,313
		<hr/>
Balance at March 31, 2004	\$	38,344
		<hr/>

The significant components of the above purchase accounting adjustments include severance costs of \$16,900, environmental costs of \$5,300, warranty expenses of \$3,200 and other expenses of \$1,260.

The remaining restructuring reserve as of March 31, 2004 represents primarily the remaining payments due of \$10,300 for the cancellation of the steam plant contract, which are required through fiscal 2007; severance at the Germany location of \$10,700, which is expected to be paid during fiscal 2005 and 2006; severance at the United Kingdom location of \$9,700, the majority of which is expected to be paid during fiscal 2005; and environmental costs of \$5,300, the majority of which is expected to be paid through fiscal 2007.

The following unaudited pro forma financial information reflects the results of operations as if the acquisition of ESG had occurred as of the beginning of the fiscal year ended March 31, 2002. Pro forma adjustments include only the effects of events directly attributed to a transaction that are factually supportable and expected to have a continuing impact. The pro forma adjustments contained in the table below include adjustments for depreciation expense due to the adjustment of property, plant, and equipment to estimated market value, interest expense on the acquisition debt and the related income tax effects.

	<u>Unaudited</u>
Net sales	\$ 897,540
Net loss	\$ (36,433)
Net loss per share: Basic and Diluted	\$ (3.31)

The unaudited pro forma financial information does not necessarily reflect the operating results that would have occurred had the acquisition been consummated as of the above date, nor is such information indicative of future operating results.

4. Inventories

Inventories consist of:

	<u>2003</u>	<u>2004</u>
Raw materials	\$ 24,474	\$ 32,003
Work-in-process	26,583	36,670
Finished goods	55,941	63,039
	<u>\$ 106,998</u>	<u>\$ 131,712</u>

Inventory reserves for obsolescence and other estimated losses were \$7,955 and \$10,895 at March 31, 2003 and 2004, respectively.

5. Property, Plant, and Equipment

Property, plant, and equipment consists of:

	<u>2003</u>	<u>2004</u>
Land, buildings, and improvements	\$ 87,639	\$ 99,239
Machinery and equipment	225,367	256,382
Construction in progress	8,884	13,776
	<u>321,890</u>	<u>369,397</u>
Less accumulated depreciation	(46,231)	(84,547)
Property, plant, and equipment	<u>\$ 275,659</u>	<u>\$ 284,850</u>

6. Goodwill and Other Intangible Assets

Information regarding the Company's goodwill and other intangible assets follows:

	2003			2004		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Unamortizable intangible assets:						
Goodwill	\$ 297,117	\$ (1,412)	\$ 295,705	\$ 308,237	\$ (1,412)	\$ 306,825
Trademarks	76,240	(953)	75,287	76,240	(953)	75,287
Amortizable intangible assets:						
Non-compete	131	(85)	46	131	(115)	16
Patents	250	(42)	208	250	(58)	192
Total	\$ 373,738	\$ (2,492)	\$ 371,246	\$ 384,858	\$ (2,538)	\$ 382,320

The changes in the carrying amount of goodwill by business segment are as follows:

	FY2003			FY2004		
	Reserve	Motive	Total	Reserve	Motive	Total
Balance at beginning of year	\$ 108,901	\$ 116,732	\$ 225,633	\$ 161,348	\$ 134,357	\$ 295,705
Goodwill adjustment for balances acquired in ESG acquisition	43,408	9,494	52,902	(3,491)	(2,901)	(6,392)
Goodwill adjusted for balances acquired in Yuasa Inc. acquisition	938	—	938	(849)	—	(849)
Foreign currency translation gain	8,101	8,131	16,232	9,183	9,178	18,361
Balance at end of year	\$ 161,348	\$ 134,357	\$ 295,705	\$ 166,191	\$ 140,634	\$ 306,825

The goodwill adjustment of \$52,902 for fiscal year 2003 is a result of the Company's final adjustments to fair value estimates, primarily \$16,900 in additional severance accrual, \$14,900 in additional decreases to fixed asset valuation estimates, \$5,300 of environmental accruals and additional transaction costs of \$4,800. The increased severance accrual was caused by the Company making additional capacity reductions at its United Kingdom and Germany locations, which were deemed necessary to make the facilities cost competitive as final analysis were completed. The additional decrease in the fixed asset valuation estimates is primarily due to the Company's Mexican location, as refinements to the estimates were required due to the transaction occurring shortly before to the Company's fiscal 2002 year-end. The Company also incurred additional legal and professional costs related to the transaction of \$4,800. The goodwill adjustment of \$(6,392) for fiscal 2004 is a reclassification to correct the income tax liability assumed in the acquisition of ESG.

The Company estimated tax-deductible goodwill to be approximately \$25,000 and \$25,000 as of March 31, 2003 and 2004, respectively.

7. Other Assets

Other current assets consist of the following:

	March 31	
	2003	2004
Nontrade receivables	\$ 2,803	\$ 2,523
Other	1,137	2,020
	<u>\$ 3,940</u>	<u>\$ 4,543</u>

Other assets consist of the following:

	March 31	
	2003	2004
Rental batteries	\$ 7,322	\$ 7,330
Leases receivable	4,313	3,689
Deferred financing fees	6,608	9,363
Pension	6,886	8,431
Nontrade receivables	1,249	—
Other	1,738	5,357
	<u>\$ 28,116</u>	<u>\$ 34,170</u>

8. Accrued Expenses

Accrued expenses consist of the following:

	2003		2004	
Restructuring	\$ 30,277	\$ 33,517		
Payroll and benefits	41,596	40,113		
Warranty	24,198	23,280		
Income taxes, currently payable	5,955	22,811		
Accrued selling expenses	6,048	12,476		
Pension and social security	11,897	7,017		
Interest	1,615	599		
Other	13,163	23,904		
	<u>\$ 134,749</u>	<u>\$ 163,717</u>		

9. Debt

In November 2000, the Company entered into a senior Credit Agreement with Morgan Stanley Senior Funding, Inc. and various lending institutions (Credit Agreement) containing a Tranche A Note for \$40,000, a Tranche B Note for \$110,000, and a Revolving Note for \$50,000. In March 2002, an amendment to the Credit Agreement increased the amount available to \$146,000 on the Tranche B Note and \$57,000

on the Revolving Note. Quarterly principal payments on the Tranche A and B Notes began March 31, 2001 with final payments due on November 9, 2006 and November 9, 2008, respectively. The maturity date of the Revolving Note was November 9, 2006. Loans and other liabilities under the Credit Agreement were secured by substantially all United States assets of the Company. Borrowings under the Credit Agreement bore interest at a floating rate based, at the Company's option, upon (i) a LIBOR rate plus an applicable percentage or (ii) the greater of the federal funds rate plus 0.5% or the prime rate, plus an applicable percentage. The applicable percentages (the credit spreads) were subject to change based on the ratio of the Company's senior debt to EBITDA (all rates and terms are as defined in the Credit Agreement). In conjunction with the recapitalization in March 2004, the obligations under this Credit Agreement were paid in full and the Credit Agreement was terminated in March 2004.

In connection with the acquisition of ESG, the Company entered into a seller note agreement with Invensys of \$100,000 at a fixed rate of 3.0275%, due March 31, 2010. In accordance with the terms of the seller note agreement, the Company issued two new notes in fiscal 2003 in lieu of paying semi-annual cash interest to Invensys for \$1,211 and \$1,570, respectively. The two new notes carried the same terms, conditions, interest rate, and maturity date as the original note. The notes were subordinate to the above Credit Agreement. The face values of the notes were discounted by the difference of the estimated market rate of 10.0% and 3.0275%. The estimated market rate of 10.0% was determined to be the rate of interest the Company would have incurred at that time for the issuance of subordinated notes. The discount amount of \$38,552 and \$0 at March 31, 2003 and 2004, respectively, was being accreted to the principal amount with the accretion being charged to interest expense over the period to its maturity. In conjunction with the Settlement Agreement with Invensys, these notes were paid in full in December 2003.

In connection with the acquisition of ESG, the Company assumed a \$5,000 note payable to the prior owner of an acquired manufacturing plant in Mexico. The note was due on February 2, 2004, plus accrued interest at a one-year LIBOR rate (1.47% at March 31, 2004). In February 2004, the Company paid \$1,786 on the note and the balance is pending settlement of certain disputes.

In December 2003, the Company entered into an agreement with Invensys PLC (Settlement Agreement) under which the Company paid \$94,100 for the repurchase of seller notes and warrants delivered to Invensys as part of the consideration for the acquisition of ESG and in settlement of other matters, primarily termination of a supply agreement. This transaction was funded by utilizing \$43,100 of short-term investments, \$19,000 from an accounts receivable financing facility (which was paid off and terminated on March 9, 2004), \$7,000 additional Tranche B borrowing and \$25,000 Revolver drawdown.

In March 2004, the Company paid a \$270,000 cash payment to stockholders and certain members of management. In connection with the cash payment, on March 17, 2004, the Company terminated our previously existing senior credit facility and entered into a new \$480,000 senior secured credit facility, which consists of a \$380,000 term loan B and a \$100,000 revolving credit line, and entered into a new \$120,000 senior second lien term loan. The Company used the proceeds of the \$500,000 in term loans to fund the cash payment in the amount of \$270,000, repay all amounts then outstanding under the previously existing senior credit facility in the amount of \$219,000, and pay transaction costs associated with the new credit facilities of \$11,000. No amounts were borrowed under the revolving credit line in conjunction with the cash payments.

The \$380,000 senior secured term loan B is subject to a 0.25% quarterly principal amortization and matures on March 17, 2011. The \$120,000 senior second lien term loan mature as a single installment on March 17, 2012. The \$100,000 revolving credit line matures on March 17, 2009. Obligations under the Credit Facilities are secured by substantially all of our United States existing and hereafter acquired assets, including substantially all of the capital stock of all of our United States subsidiaries that are guarantors under the new credit facility, and 65% of the capital stock of certain of our foreign subsidiaries that are owned by our United States companies. Borrowings under the credit agreements bear interest at a floating rate based, at our option, upon (i) a LIBOR rate plus an applicable percentage or (ii) the greater of the federal funds rate plus 0.5% or the prime rate, plus an applicable percentage. Under the terms of the credit facilities, the Company is required to prepay certain principal amounts outstanding with proceeds of an initial public offering. There is also a provision that would require prepayment based upon certain excess cash flow amounts, as defined. There are prepayment penalties on the Second Lien term notes of 2% if prepaid during the first year after issuance and 1% if prepaid during the second year. There are no prepayment penalties on loans under the \$480,000 senior secured credit facility.

As of March 31, 2003 and 2004, the Company had available under all its lines of credit, including in 2003 its accounts receivable financing program, approximately \$92,900 and \$124,600, respectively. Included in the March 31, 2003 and 2004 amounts are \$10,500 and \$24,600, respectively, of uncommitted lines of credit.

The effective borrowing rates for 2003 and 2004 were 5.1% and 5.0% respectively.

The following summarizes the Company's long-term debt:

	March 31	
	2003	2004
Term Loan B: Payable in quarterly installments through March 17, 2011, bearing interest at 3.59% at March 31, 2004(1)	\$ —	\$ 380,000
Second Lien term notes: Payable in a single installment on March 17, 2012, bearing interest at 6.09% at March 31, 2004	—	120,000
Tranche A: Payable in quarterly installments through November 9, 2008, refinanced on March 17, 2004	32,500	—
Tranche B: Payable in quarterly installments through November 9, 2008, refinanced on March 17, 2004	143,075	—
Mortgage loan payable in monthly installments through August 1, 2003, bearing interest at 3.00% per annum. Loan was secured by a mortgage lien interest in the Company's corporate headquarters	92	—
Subordinated notes payable to Invensys of \$102,781 and \$0 at March 31, 2003 and 2004 face amounts, respectively, bearing interest at 3.0275% per annum, due in full March 31, 2010 (less unamortized discount of \$38,552 and \$0 as of March 31, 2003 and 2004, respectively, based on imputed interest rate of 10%).	64,229	—
Note payable, pending settlement of disputes, bearing interest at 1.47% at March 31, 2004	5,000	3,214
Total debt	244,896	503,214
Less current portion	13,052	7,014
Total long-term debt	\$ 231,844	\$ 496,200

(1) LIBOR component on \$120,000 swapped into fixed rates as discussed in Notes 2 and 12.

The Company paid \$13,100, \$15,686 and \$15,474, net of amounts capitalized, for interest during the fiscal years ended March 31, 2002, 2003 and 2004, respectively. Aggregate maturities of long-term debt in each of the five fiscal years after March 31, 2004 are as follows:

2005	\$ 7,014
2006	3,800
2007	3,800
2008	3,800
2009	3,800
Thereafter	481,000
	\$ 503,214

The Company's financing agreements contain various covenants which, absent prepayment in full of the indebtedness and other obligations, or the receipt of waivers, would limit the Company's ability to conduct

certain specified business transactions including incurring debt, mergers, consolidations or similar transactions, buying or selling assets out of the ordinary course of business, engaging in sale and leaseback transactions, paying dividends and certain other actions. The Company is in full compliance with all such covenants. The Company had available under certain conditions a maximum of \$35,000 in a receivable financing program at March 31, 2003. This program was terminated in March 2004.

As of March 31, 2003 and 2004, the Company had \$190 and \$325, respectively, of standby letters of credit outstanding that reduced the borrowings available under the Revolving Note.

10. Leases

The Company's future minimum lease payments under capital and operating leases that have noncancelable terms in excess of one year at March 31, 2004 are as follows:

	Capital Leases	Operating Leases
2005	\$ 2,503	\$ 10,221
2006	1,755	7,052
2007	934	4,236
2008	528	2,139
2009	250	1,095
Thereafter	218	221
Total minimum lease payments	6,188	\$ 24,964
Amounts representing interest	(811)	
Net minimum lease payments, including current portion of \$2,150	\$ 5,377	

Rental expense was \$6,797, \$17,491 and \$17,818 for the fiscal years ended March 31, 2002, 2003 and 2004, respectively. Amortization of capitalized leased assets is included in depreciation expense. Certain operating lease agreements contain renewal or purchase options and/or escalation clauses.

11. Other Liabilities

Other long-term liabilities consists of the following:

	March 31	
	2003	2004
Pension and profit sharing obligation	\$ 16,802	\$ 27,462
Restructuring reserves	20,824	16,890
Claims settlement accrual	4,500	4,500
Swap liability	5,549	4,097
Deferred income	2,514	3,450
Minority interest	2,590	2,807
Other	4,230	3,205
	<u>\$ 57,009</u>	<u>\$ 62,411</u>

12. Derivative Financial Instruments

In February 2001, the Company entered into interest rate swap agreements to fix the interest rate on \$60,000 of its floating-rate obligations at a rate of 5.59% per annum through February 22, 2006. In April and May 2004, the Company amended these agreements to extend the maturity to February 22, 2008, and reduce the fixed rate to 5.16% per annum beginning May 24, 2004. In accordance with SFAS No. 133, the interest rate swaps are considered perfectly effective against changes in the fair value of the underlying debt and, as a result, there is no need to periodically reassess the effectiveness during the term of the hedge. Cash flows related to the interest rate swap agreements are included in interest expense over the terms of the agreements.

On April 1, 2001, upon adoption of SFAS No. 133, the Company recognized in accumulated other comprehensive income a cumulative effect of a change in accounting principle gain of \$389 related to interest rate swap agreements. The Company recorded an unrealized (loss) income on these derivative instruments of \$(1,463), \$(4,305) and \$1,452 for the fiscal years ended March 31, 2002, 2003 and 2004, respectively, that is included in other comprehensive loss. The estimated fair value of the Company's interest rate swap agreements was a liability of \$1,463, \$5,768 and \$4,316 at March 31, 2002, 2003 and 2004, respectively, as estimated based on quotes from the market makers of these instruments.

In conjunction with the February 2001 swap agreements, the Company entered into option agreements that gave the counterparties the right, exercisable on February 22, 2004, to swap a floating interest rate payment by the Company on a notional amount of \$60,000 for the receipt by the Company of a fixed interest rate payment of 5.59%, for the two-year period from February 22, 2004 to February 22, 2006. The option agreements expired on February 22, 2004 and were not exercised by the counterparties. The Company had not designated the option agreements as hedge instruments, thus changes in the fair value of the agreements were recorded as adjustments to interest expense. The estimated fair value of the Company's option agreements was a liability of \$45 and \$0 at March 31, 2003 and 2004, respectively, as estimated based on quotes from the market makers of these instruments.

In April 2004, the Company entered into interest rate swap agreements to fix the interest rate on an additional \$60,000 of its floating-rate obligations, beginning May 5, 2004, at a rate of 2.85% per annum in Year

1, 3.15% per annum in Year 2, 3.95% per annum in Year 3 and 4.75% per annum in Year 4. These agreements expire on May 5, 2008. In accordance with SFAS No. 133, these swaps are considered perfectly effective against changes in the fair value of the underlying debt and, as a result, there is no need to periodically reassess the effectiveness during the term of the hedge. Cash flows related to the interest rate swap agreements are included in interest expense over the terms of the agreements.

13. Income Taxes

Income tax (benefit) expense is composed of the following:

	Fiscal year ended March 31		
	2002	2003	2004
Current:			
Federal	\$ (8,753)	\$ (1,147)	\$ —
State	(197)	—	—
Foreign	159	5,123	9,597
Total current	(8,791)	3,976	9,597
Deferred:			
Federal	(12,919)	2,473	(12,348)
State	(751)	120	77
Foreign	290	5,786	5,631
Total deferred	(13,380)	8,379	(6,640)
Income tax (benefit) expense	\$ (22,171)	\$ 12,355	\$ 2,957

(Loss) earnings before income taxes consists of the following:

	Fiscal year ended March 31		
	2002	2003	2004
United States	\$ (64,324)	\$ 1,161	\$ (44,778)
Foreign	171	34,046	52,571
(Loss) earnings before income taxes	\$ (64,153)	\$ 35,207	\$ 7,793

Income taxes paid or (refunds received) by the Company for the fiscal years ended March 31, 2002, 2003 and 2004 were \$1,336, \$3,830 and \$(3,083), respectively.

The following table sets forth the tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities:

	March 31	
	2003	2004
Deferred tax assets:		
Accounts receivable	\$ 1,786	\$ 1,547
Inventories	3,064	3,543
Intangible assets	7,321	2,197
Plant and equipment	6,549	5,823
Net operating loss carryforwards	70,670	81,023
Accrued liabilities and restructuring expenses	24,948	21,314
Other noncurrent items	—	9,303
Gross deferred tax assets	114,338	124,750
Less valuation allowance	(66,906)	(74,109)
Total deferred tax assets	47,432	50,641
Deferred tax liabilities:		
Inventories	1,478	167
Plant and equipment, principally due to differences in depreciation	27,183	30,197
Intangible assets	31,128	29,389
Other noncurrent items	11,353	1,539
Total deferred tax liabilities	71,142	61,292
Net deferred tax assets (liabilities)	\$ (23,710)	\$ (10,651)

The Company has approximately \$34,032 in United States (federal) net operating losses that begin to expire in the year beginning 2023.

The Company has recorded a deferred tax asset of approximately \$11,911 related to net operating losses in the United States. The Company expects to fully realize these United States net operating losses against reversing taxable temporary differences, implementing certain tax planning strategies, and projected future taxable income; therefore management has not recorded a valuation allowance against this amount.

The Company has certain temporary differences in the United States related to the ESG acquisition, the tax benefit of which is limited by Section 382 of the Internal Revenue Code. The Company has recorded a full valuation allowance against these deferred tax assets as it is more likely than not that these assets will not be realized in the future.

The net operating losses at March 31, 2004 related to its foreign subsidiaries are approximately \$166,553, which expire at various times over the next 20 years. Part of these net operating losses have an unlimited life. In addition, the Company also had approximately \$89,886 of net operating losses for state tax purposes that expire at various times over the next 20 years. The Company has recorded a valuation allowance for net deferred tax assets in certain foreign and state tax jurisdictions, primarily related to net operating loss carryforwards, due to the significant losses incurred in these tax jurisdictions.

A reconciliation of income taxes at the statutory rate to the income tax provision is as follows:

	Fiscal year ended March 31		
	2002	2003	2004
United States statutory income tax (benefit) expense (at 35%)	\$ (22,517)	\$ 12,322	\$ 2,728
Increase (decrease) resulting from:			
State income taxes, net of federal effect	(1,730)	120	50
Non deductible expenses	1,510	359	1,293
Effect of foreign operations	566	(446)	(1,114)
	<u>\$ (22,171)</u>	<u>\$ 12,355</u>	<u>\$ 2,957</u>

At March 31, 2004, the Company has not recorded United States income or foreign withholding taxes on approximately \$65,654 of undistributed earnings of foreign subsidiaries that could be subject to taxation if remitted to the United States because the Company currently plans to keep these amounts permanently invested overseas.

14. Pension Plans

The Company provides pension benefits to substantially all eligible salaried and hourly employees. The following table sets forth a reconciliation of the related benefit obligation, plan assets, and accrued benefit costs related to the pension benefits provided by the Company for these employees covered by defined benefit plans:

	United States Plans		International Plans	
	March 31		March 31	
	2003	2004	2003	2004
Change in benefit obligation				
Benefit obligation at the beginning of the year	\$ 6,557	\$ 7,993	\$ 9,337	\$ 14,203
Service cost	529	392	1,970	3,365
Interest cost	435	472	806	1,104
Benefits paid	(541)	(456)	(618)	(1,087)
Plan participants' contributions	—	—	641	922
Change in assumptions	1,226	—	—	—
Change due to plan amendment	—	36	—	—
Experience (gain) loss	(213)	(98)	(296)	(155)
Foreign currency translation adjustment	—	—	2,363	1,901
	<u>7,993</u>	<u>8,339</u>	<u>14,203</u>	<u>20,253</u>
Benefit obligation at the end of the period	7,993	8,339	14,203	20,253

Change in plan assets				
Fair value of plan assets at the beginning of the period	5,856	4,865	—	2,375
Actual return (loss) on plan assets	(984)	1,330	(115)	315
Employer contributions	534	32	—	3,151
Plan participants' Contributions	—	—	2,498	922
Benefits paid, inclusive of plan expenses	(541)	(456)	(8)	(208)
Foreign currency translation adjustments	—	—	—	393
Fair value of plan assets at the end of the period	4,865	5,771	2,375	6,948
Funded status (deficit)	(3,128)	(2,568)	(11,828)	(13,305)
Unrecognized net loss (gain)	3,606	2,426	—	—
Prepaid (accrued) benefit cost	\$ 478	\$ (142)	\$ (11,828)	\$ (13,305)

Prepaid pension cost is included in other assets and accrued benefit liability is included in other liabilities.

Net periodic pension cost for 2002, 2003, and 2004 includes the following components:

	United States Plans			International Plans	
	March 31			March 31	
	2002	2003	2004	2003	2004
Service cost	\$ 640	\$ 529	\$ 392	\$ 1,970	\$ 3,365
Interest cost	427	435	472	806	1,104
Actual (return) loss on plan assets	(58)	984	(1,330)	115	(315)
Amortization and deferral	(409)	(1,514)	1,099	—	(4)
Net periodic benefit cost	\$ 600	\$ 434	\$ 633	\$ 2,891	\$ 4,150

The international plans were acquired as part of the March 22, 2002 ESG acquisition and the net periodic pension cost for the fiscal year ended March 31, 2002 related to these plans was not material to the Company's results of operations.

Significant assumptions used in accounting for the pension benefit plans are as follows:

	United States Plans			International Plans	
	March 31			March 31	
	2002	2003	2004	2003	2004
Discount rate	7.0%	6.0%	6.0%	7.0%	5.8-7.0%
Expected return on plan assets	9.0%	9.0%	9.0%	9.0%	7.8-9.0%
Rate of compensation increase	N/A	N/A	N/A	3.5%	3.5-3.8%

The United States plans do not include compensation in the formula for determining the pension benefit as it is based solely on years of service.

The Company's investment policy emphasizes a balanced approach to investing in securities of high quality and ready marketability. Investment flexibility is encouraged so as not to exclude opportunities available through a diversified investment strategy.

Equity investments are maintained within a target range of 50%-70% of the total portfolio at market. Investments in debt securities include issues of various maturities, and the average quality rating of bonds should be investment grade with a minimum quality rating of "B" at the time of purchase.

The Company periodically reviews the asset allocation of its portfolio. The proportion committed to equities, debt securities and cash equivalents is a function of the values available in each category and risk considerations. The plan's overall return will be compared to and expected to meet or exceed established benchmark funds and returns over a three to five year period.

The objectives of the Company's investment strategies are: (a) the achievement of a reasonable long-term rate of total return consistent with an emphasis on preservation of capital and purchasing power, (b) stability of annual returns through a portfolio risk level which is appropriate to conservative accounts, and (c) reflective of our willingness to forgo significantly above-average rewards in order to minimize above-average risks. These objectives may not be met each year but should be attained over a reasonable period of time.

The Company expects to make cash contributions of approximately \$1,650 to its United States pension plans in fiscal year 2005.

As a result of the ESG business combination, the Company has assumed a defined benefit plan in Germany. This plan has no assets and a benefit obligation of \$11,976 and \$13,660 as of March 31, 2003 and 2004, respectively. Other salary and hourly employees are provided defined contribution plans in accordance with governmental regulatory requirements.

The allocation of investments for the United States pension plans is as follows:

	March 31	
	2003	2004
Equity securities	54.4%	67.5%
Debt securities	41.4	31.5
Cash equivalents	4.2	1.0
Total	100.0%	100.0%

Substantially all salaried employees of the former EnerSys, prior to the acquisition of ESG, were eligible to participate in the Salaried Retirement and 401(k) Plan. Under this plan, the Company contributed annually 4% of eligible employees' salaries to a trust fund. In addition to the employer contribution, a salaried employee could make voluntary contributions to the plan of up to 75% of their salary (as of July 22, 2002). In addition to the automatic contribution, the Company was obligated to make additional contributions, to the extent of the employee's participation in the plan, of 25% of the first 4% of

the employee's salary contributed by the employee. The 401(k) Plan also allows the Company to make discretionary matching contributions.

Effective calendar 2004, the Company has gone to a "Safe Harbor Plan" and will not make the automatic 4% contribution. In addition, the 2004 plan covers substantially all salary and hourly employees of EnerSys except those covered by a union plan. Under the 2004 plan, all employees are eligible to receive a match on their contributions as follows: company matches 100% of the first 4% contributed and 50% of the next 2% contributed for a total match of up to 5% by the Company. Employer expenses for the 401(k) plan for the fiscal years ended March 31, 2002, 2003 and 2004 were \$231, \$302 and \$640, respectively.

15. Preferred Stock

In connection with the acquisition of ESG, the Company issued 665,883 shares of Series A Convertible Preferred Stock (Preferred Stock), which were, at the date of issuance, convertible into an equal number of shares of Class A Common Stock. The Preferred Stock is convertible after that date, at the option of the holder, at an amount of shares equal to the amount at issuance plus a cumulative amount from the date of issuance to the date of conversion at a rate of 7.5% per annum, compounded quarterly. The fair value of additional shares issuable upon conversion of the Preferred Stock has been reflected as a Preferred Stock dividend. At March 31, 2004, the Preferred Stock was convertible into 22,018,294 shares of common stock and that number was reserved for conversion.

Holders of the Preferred Stock have voting rights equivalent to the amount of common shares they would hold as if they had converted into common stock.

In the event of a dividend or distribution to holders of common stock, the holders of Preferred Stock will receive a proportionate share based upon the amount of shares of common stock they would hold as if the holders had converted to common stock. No dividends or distributions may be made to holders of common stock unless all dividends to which holders of Preferred Stock are entitled have been paid in full.

Automatic conversion of the Preferred Stock, at the same rate as if the conversion were at the holder's option, will take place immediately prior to a public offering of the common stock of the Company if the net proceeds to the Company are anticipated to be at least \$75,000.

Upon the dissolution or liquidation of the Company, the holders of the Preferred Stock are entitled to an amount per share at least equal to the original amount at issuance plus the cumulative amount accrued from the date of issuance at a rate of 7.5% per annum, compounded quarterly (\$327,677 at March 31, 2004).

16. Stock Plans

Stock Incentive Plans

The Company maintains a management equity plan that reserves 7,113,611 shares of Class A Common Stock for the grant of restricted shares, and various classes of nonqualified stock options. Options have been granted to employees under various plans at prices not less than the fair market value

of the shares on the dates the options were granted. Generally, options vest over a four year period and become exercisable in annual installments over the vesting period. Options generally expire in 10 years.

Pro forma information regarding net income required by SFAS No. 123 has been determined as if the Company had accounted for its employee stock options under the fair value method of SFAS No. 123. The fair value of the options granted was estimated at the date of grant using the Black-Scholes option-pricing model with the following assumptions:

	2002	2003	2004
Risk-free interest rate	5%	5%	3%
Dividend yield	0%	0%	0%
Expected life	7 years	7 years	7 years

As permitted under the provisions of SFAS No. 123 and based on the historical lack of a public market for the Company's options, no factor for volatility has been reflected in the option-pricing calculation.

The following table summarizes the Company's stock option activity in the years indicated:

	2002		2003		2004	
	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price
Outstanding at beginning of year	2,715,993	\$ 19.92	5,715,162	\$ 19.47	5,680,164	\$ 19.52
March 2004 adjustment to outstanding	—	N/A	—	N/A	854,865	N/A
Granted	3,037,872	19.00	23,313	14.91	541,829	19.74
Exercised	—	—	—	—	—	—
Forfeited	(38,703)	14.91	(58,311)	14.91	(93,257)	14.91
Outstanding at end of year	5,715,162	19.47	5,680,164	19.52	6,983,601	14.13
Exercisable at end of year	603,402	20.09	5,680,164	17.94	4,011,273	14.26
Reserved for future grant at year-end	27,018		310,678		130,010	

Options were granted with an exercise price that equals or was in excess of the estimated fair market value of a share of EnerSys common stock on the date of grant. The estimated fair market value of EnerSys common stock was determined to be \$6.90, \$8.58, 12.42 and \$14.67, respectively, for the four quarter issuances in fiscal 2004.

The fair value of the common stock was estimated contemporaneously with the grants. Determining the fair value of the Company's stock requires making complex and subjective judgments. The Company's approach to valuation is based upon a range of factors, including comparable company earning multiples, the illiquidity of the stock in a private company, and the Company's performance and operating results at the time of the grant, among other items. There is inherent uncertainty in making these estimates.

As of March 31, 2004 there are also 10,609 of preferred stock options outstanding, which are convertible into 350,797 shares of common stock. The approximate weighted average exercise price is \$4.42 per share. These options are fully vested and expire on October 30, 2008. These options are accounted for as variable under FIN 44.

The Board of Directors approved certain adjustments to the outstanding options as well as the number of options available for grant under the stock incentive plans in response to the recapitalization transaction on March 17, 2004 (see Note 2). The adjustments included increasing the number of shares under option from 6,128,612 to 6,983,469, lowering the exercise prices of \$14.98 to \$10.82 and lowering the range of options with an exercise price of from \$22.37–\$28.07 to \$16.24–\$20.39. These adjustments consequently increased the aggregate number of shares or options to purchase shares that are authorized for issuance under the stock incentive plans from 6,258,686 to 7,113,611. All vesting and term provisions of each award remained unchanged. No compensation expense was recognized in connection with these adjustments since (i) the adjustments were executed in response to an equity restructuring and (ii) the modifications to the awards did not increase the aggregate intrinsic value of each award and did not reduce the per share ratio of the exercise price to the market value.

The following table summarizes information regarding stock options outstanding and exercisable at March 31, 2004:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number of Options	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price
\$10.82	3,996,781	7.72	10.82	2,243,063	10.82
\$16.24	1,965,328	7.54	16.24	1,190,701	16.24
\$19.11–\$20.39	76,234	9.85	20.06	—	—
\$21.91	777,365	7.73	21.91	451,592	21.91
\$29.36	167,893	6.61	29.36	125,917	29.36
	6,983,601	7.67	14.13	4,011,273	14.13

17. Earnings Per Share

The following table sets forth the reconciliation from basic to diluted average common shares and the calculations of net earnings per common share (dollars in thousands, except per share data).

	March 31		
	2002	2003	2004
Net (loss) earnings	\$ (41,982)	\$ 22,852	\$ 4,836
Series A convertible preferred stock dividends	(13)	(20,857)	(24,689)
Net (loss) earnings available to common stockholders	\$ (41,995)	\$ 1,995	\$ (19,853)
Average common shares:			
Basic (weighted-average outstanding shares)	11,014,421	11,014,421	11,014,421
Dilutive potential common shares from common and preferred stock options	—	141,845	—
Diluted (weighted-average outstanding shares)	11,014,421	11,156,267	11,014,421
Basic (loss) earnings per common share	\$ (3.81)	\$ 0.18	\$ (1.80)
Diluted (loss) earnings per common share	\$ (3.81)	\$ 0.18	\$ (1.80)
Antidilutive options and convertible preferred stock not included in the dilutive (loss) earnings per common share calculation	25,030,268	26,461,851	29,344,854

18. Commitments and Contingencies

The Company is involved in litigation incidental to the conduct of its business, the results of which, in the opinion of management, are not likely to be material to the Company's financial condition, results of operations, or cash flows.

As a result of its operations, the Company is subject to various federal, state, local, and foreign environmental laws and regulations and is exposed to the costs and risks of handling, processing, storing, transporting, and disposing of hazardous substances, especially lead and acid. The Company's operations are also subject to federal, state, local, and foreign occupational safety and health regulations, including laws and regulations relating to exposure to lead in the workplace.

The Company is involved in ongoing environmental issues at certain of its United States and foreign facilities. The Company currently has identified three potential environmental issues at our Manchester, United Kingdom battery facility and has established reserves of approximately \$5,300 in accrued restructuring at March 31, 2004. The Company believes it is indemnified in whole or in part for some of these environmental matters. Based on information available at this time, management believes that its reserves are sufficient to satisfy its environmental liabilities.

In order to ensure a steady supply of lead and to hedge against large increases in cost, the Company has entered into contracts with suppliers for the purchase of lead. Each such contract is for a period not extending beyond one year. Under these contracts, the Company was committed at March 31, 2003 to

purchase approximately 63 million pounds of lead for a total purchase price of \$16,000. At March 31, 2004, the Company was committed to purchase approximately 39 million pounds of lead for a total purchase price of \$11,900.

19. Concentration of Credit Risk

Financial instruments that subject the Company to potential concentration of credit risk consist principally of trade accounts receivable and temporary cash investments. The Company places its temporary cash investments with various financial institutions and, generally, limits the amount of credit exposure to any one financial institution. Concentration of credit risk with respect to trade receivables is limited by a large, diversified customer base and its geographic dispersion. The Company performs ongoing credit evaluations of its customers' financial condition and requires collateral, such as letters of credit, in certain circumstances.

20. Quarterly Financial Data (Unaudited)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal Year
Fiscal year ended March 31, 2003					
Net sales	\$ 208,400	\$ 207,632	\$ 212,878	\$ 230,733	\$ 859,643
Gross profit	45,555	50,040	52,662	57,388	205,645
Operating earnings	9,310	12,940	15,445	17,281	54,976
Net earnings	2,982	5,176	6,574	8,120	22,852
Series A convertible preferred stock dividends	(2,281)	(5,231)	(6,161)	(7,184)	(20,857)
Net earnings (loss) available to common stockholders	701	(55)	413	936	1,995
Net earnings per common share—basic	\$ 0.06	\$ (0.01)	\$ 0.04	\$ 0.09	\$ 0.18
Net earnings per common share—diluted	\$ 0.06	\$ (0.01)	\$ 0.04	\$ 0.08	\$ 0.18
Fiscal year ended March 31, 2004					
Net sales	\$ 218,265	\$ 222,139	\$ 253,296	\$ 275,379	\$ 969,079
Gross profit	52,556	57,276	64,036	72,386	246,254
Operating earnings	12,489	17,419	11,953	12,783	54,644
Net earnings (loss)	5,800	8,672	(10,399)	763	4,836
Series A convertible preferred stock dividends	(5,643)	(5,731)	(5,844)	(7,471)	(24,689)
Net earnings (loss) available to common stockholders	157	2,941	(16,243)	(6,708)	(19,853)
Net earnings (loss) per common share—basic	\$ 0.01	\$ 0.27	\$ (1.47)	\$ (0.61)	\$ (1.80)
Net earnings (loss) per common share—diluted	\$ 0.01	\$ 0.26	\$ (1.47)	\$ (0.61)	\$ (1.80)

During the third quarter of fiscal year 2004 the Company recorded special charges of \$33,500 related to the settlement agreement with Invensys, costs associated with abandoned acquisitions and provisions for restructuring. During the fourth quarter of fiscal 2004 the Company recorded special charges of \$18,621 related to the recapitalization transaction (see Note 23).

21. Operations by Industry Segment and Geographic Area

The Company has the following two reportable business segments:

The Reserve Power segment manufactures batteries used to provide backup power for the continuous operation of critical systems during power disruptions. They include telecommunications and computer systems, such as process control and database systems.

The Motive Power segment manufactures batteries used to power mobile manufacturing, warehousing and other ground handling equipment, primarily industrial forklifts.

	<u>Reserve Power</u>	<u>Motive Power</u>	<u>Other</u>	<u>Consolidated</u>
Fiscal year ended March 31, 2002				
Net sales	\$ 162,567	\$ 176,773	\$ —	\$ 339,340
Operating earnings (loss)	\$ 7,676	\$ 11,657	\$ (68,448)	\$ (49,115)
Fiscal year ended March 31, 2003				
Net sales	\$ 426,900	\$ 432,743	\$ —	\$ 859,643
Operating earnings	\$ 31,146	\$ 23,830	\$ —	\$ 54,976
Fiscal year ended March 31, 2004				
Net sales	\$ 480,006	\$ 489,073	\$ —	\$ 969,079
Operating earnings (loss)	\$ 38,723	\$ 37,068	\$ (21,147)	\$ 54,644

Other represents restructuring expense and other special charges (see Note 23).

Many of the Company's facilities manufacture products for both of the Company's segments. Therefore, it is not practicable to disclose asset information on a segment basis.

Summarized financial information related to geographic areas in which the Company operated at March 31, 2002, 2003 and 2004 and for each of the years then ended is show below.

	2002	2003	2004
Net sales			
Europe	\$ 8,843	\$ 434,493	\$ 511,026
Americas	330,158	392,003	408,836
Asia	339	33,147	49,217
Total	\$ 339,340	\$ 859,643	\$ 969,079
Operating (loss) earnings			
Europe	\$ 91	\$ 26,709	\$ 37,045
Americas	19,175	24,720	34,413
Asia	67	5,712	4,333
Eliminations, special charges and other	(68,448)	(2,164)	(21,147)
Total	\$ (49,115)	\$ 54,977	\$ 54,644
Fixed assets			
Europe	\$ 91,128	\$ 141,555	\$ 156,470
Americas	173,610	126,075	120,474
Asia	8,954	8,029	7,906
Total	\$ 273,692	\$ 275,659	\$ 284,850

22. Warranty

The Company provides for estimated product warranty expenses when the related products are sold and are primarily included within accrued expenses. Because warranty estimates are forecasts that are based on the best available information, primarily historical claims experience, claims costs may differ from amounts provided. An analysis of changes in the liability for product warranties is as follows:

Balance at April 1, 2002	\$ 18,317
Current year provisions	14,049
Costs incurred	(8,168)
Balance at April 1, 2003	24,198
Current year provisions	16,176
Costs incurred	(17,125)
Balance at March 31, 2004	\$ 23,249

23. Special Charges

The following is a summary of special charges:

	March 31		
	2002	2003	2004
Uncompleted acquisition attempts	\$ —	\$ —	\$ 6,800
Restructuring	63,345	—	2,295
Bonus and related payroll costs associated with recapitalization	—	—	12,052
Special charges—operating	63,345	—	21,147
Invensys settlement agreement	—	—	24,405
Write-off of deferred financing costs	—	—	6,569
Special charges—nonoperating	—	—	30,974
Total special charges	\$ 63,345	\$ —	\$ 52,121

Special charges-operating for the fiscal year ended March 31, 2004 of \$21,147 includes charges for uncompleted acquisitions (primarily legal and professional fees), plant closing costs related to the final settlement of labor matters relating to a North American plant closed in fiscal 2002 and a special bonus paid, including related payroll costs, in connection with the March 17, 2004 recapitalization transaction (see Note 2).

Special charges-nonoperating for the fiscal year ended March 31, 2004 were \$30,974, including \$24,405 associated with the Settlement Agreement (see Note 9) that among other items, repaid seller notes and canceled stock warrants, all of which were attributable to the ESG acquisition; and deferred financing costs written off related to debt refinanced in the March 2004 recapitalization.

Special charges from operations for the fiscal year ended March 31, 2002 include \$63,345 of expenses associated with the Company's decision to close and downsize certain existing manufacturing locations in North and South America, reduce product offerings, reduce sales and distribution facilities, and implement other consolidation initiatives during the fiscal year ended March 31, 2002. The Company has closed a facility in North America, two facilities in South America, reduced operations in a European sales and distribution location, and provided appropriate reserves for anticipated costs associated with staffing reductions and early termination of contractual agreements. The Company had identified 366 employees to be terminated of which no amounts had been paid as of March 31, 2002. The Company recorded a charge in the fiscal year ended March 31, 2002 statement of operations of \$63,345, of which \$22,272 primarily related to asset writedown to estimated fair value for the North American facility, \$14,507 of asset writedown to estimated fair value for the South American facilities, \$6,087 related to cumulative translation losses, \$20,479 primarily related to legal costs, including a union settlement, and exit costs of closed facilities until disposition, including severance costs. The facilities closed included a major North American plant and two small plants in South America, both of which primarily produced reserve power products. These plants were closed principally because a significant amount of excess manufacturing capacity existed. Fair market value for all closed facilities, which is the responsibility of the Company, was determined by considering a number of factors, including location, age and potential use of the plants. Significant write-downs for these facilities resulted largely because of the special purpose nature of the

respective facilities and associated equipment and the industry wide economic downturn, which caused extensive industrial battery plant closures and idle capacity on a global basis. The two facilities in South America were leased, while the North American facility is owned. During the fiscal year ended March 31, 2003, the Company paid \$8,757 primarily related to exit costs, including severance costs. As of March 31, 2003, all identified employees had been terminated and \$11,722 of restructuring reserves remained, which primarily represented legal and exit costs, including severance costs, to close the South American facilities and the North America facility. During the fiscal year ended March 31, 2004, the Company paid \$2,315 of legal costs, severance costs and other exit costs.

The Company recorded a provision of \$6,386 primarily for legal costs, including a union settlement, associated with the closing of the North American facility and a reversal of \$3,730 for unused reserves related to the reduction of product offerings, resulting in a net provision of \$2,656 during the fiscal year ended March 31, 2004. The Company plans to sell the one remaining North American location and has estimated the sales value, net of costs to sell, at \$1,000. As of March 31, 2004 this facility has not been sold and is included within other assets. This facility has been actively listed for sale since fiscal 2002, but remains unsold primarily due to its special purpose nature, size and location. As of March 31, 2004, the cumulative cash expenditures incurred to date were \$11,072. As of March 31, 2004, \$12,063 of restructuring reserves remained, which represented legal costs, including a union settlement of \$7,750, and exit costs, including severance of \$4,313. A rollforward of this restructuring reserve is as follows:

Balance at March 31, 2002	\$ 20,479
Costs incurred	(8,757)
<hr/>	
Balance at March 31, 2003	11,722
Current year provisions, net	2,656
Costs incurred	(2,315)
<hr/>	
Balance at March 31, 2004	\$ 12,063
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Of this balance of \$12,063, approximately \$10,000 is anticipated to be incurred during fiscal 2005 and the remaining \$2,063 is anticipated to be incurred through fiscal 2007.

24. Other (Income) Expense

	March 31		
	2002	2003	2004
Foreign exchange translation loss (gain)	\$ 2,002	\$ (1,174)	\$ (3,965)
Loss on sale of fixed assets	—	22	831
Other (income) expense	(222)	809	(1,549)
Minority interest	(36)	(399)	217
<hr/>		<hr/>	
Total	\$ 1,744	\$ (742)	\$ (4,466)
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25. Initial Public Offering

In May 2004, the Board of Directors authorized the Company to file a registration statement with the Securities and Exchange Commission covering the proposed sale by the Company of its common stock to the public.

On July 9, 2004, a twenty-eight and one-half-for-one stock split of the Company's common stock occurred. All references in the consolidated financial statements to common shares, common stock options, common share prices and per share common share amounts have been adjusted retroactively for all periods presented to reflect this stock split. The Company's actual preferred shares, which will automatically convert to common shares immediately prior to the public offering, preferred share prices and per preferred share amounts have not been adjusted for this stock split. However, as a result of the stock split, conversion ratios of all preferred stock have been adjusted retroactively.

Report of Independent Auditors

The Board of Directors
Energy Storage Group

We have audited the accompanying combined statements of operations, invested capital and cash flows of Energy Storage Group for the period from April 1, 2001 to March 22, 2002. These financial statements are the responsibility of Energy Storage Group's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined results of operations of Energy Storage Group and its combined cash flows for the period from April 1, 2001 to March 22, 2002, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young

Bristol, England
May 10, 2004

Energy Storage Group
Combined Statement of Operations
(In millions)

Period from
April 1, 2001 to
March 22, 2002

Net sales:			
To third parties	\$		535.5
To affiliates			25.2
<hr/>			
Total sales			560.7
Cost of sales			385.4
<hr/>			
Gross profit			175.3
Selling, general and administrative expenses			126.1
Restructuring and other similar costs			25.3
Writedown of assets to net realizable value			263.4
Amortization of intangible assets			11.5
<hr/>			
Operating loss			(251.0)
Nonoperating expense:			
Interest expense:			
Third parties			(1.1)
Affiliates			(5.2)
<hr/>			
Loss before income taxes and minority interest			(257.3)
Provision for income taxes			5.4
<hr/>			
Loss before minority interest			(262.7)
Minority interest			(0.3)
<hr/>			
Net loss	\$		(263.0)
<hr/>			

See accompanying notes.

Energy Storage Group
Combined Statement of Invested Capital
(In millions)

	<u>Invested Capital</u>
Balance at April 1, 2001	\$ 736.9
Comprehensive loss:	
Net loss	(263.0)
Foreign currency translation adjustments	(1.0)
	<hr/>
Total comprehensive loss	(264.0)
Other activity with affiliates	(109.9)
	<hr/>
Balance at March 22, 2002	\$ 363.0
	<hr/>

See accompanying notes.

Energy Storage Group
Combined Statement of Cash Flows
(In millions)

Period from
April 1, 2001 to
March 22, 2002

Operating activities	
Net loss	\$ (263.0)
Adjustments to reconcile decrease in net assets:	
Writedown of assets to net realizable value	263.4
Depreciation	28.4
Amortization of intangible assets	11.5
Allowance for doubtful accounts	0.5
Deferred income taxes	(17.4)
Non cash restructuring charges	8.6
Changes in operating assets and liabilities (net of effects from acquisitions):	
Accounts receivable	14.5
Inventories	6.5
Accounts payable and other current liabilities	(48.0)
Other current assets	(10.7)
Other long-term assets	6.7
Other long-term liabilities	(1.1)
Pensions	0.4
Net cash provided by operating activities	0.3
Investing activities	
Expenditures for property, plant and equipment	(24.7)
Proceeds from disposition of property, plant and equipment	0.6
Net cash used in investing activities	(24.1)
Financing activities	
Decrease in short-term borrowings	(7.6)
Decrease in long-term borrowings	(3.7)
Decrease in capitalized lease obligations	(0.8)
Other activity with affiliates	(53.6)
Other, net	4.0
Net cash used in financing activities	(61.7)
Effect of exchange rate changes	0.4
Decrease in cash and cash equivalents	(85.1)
Cash and cash equivalents at beginning of period	93.0
Cash and cash equivalents at end of period	\$ 7.9
Supplemental disclosure of cash flow information	
Income taxes paid	\$ 22.7
Interest paid, net	\$ 6.1

See accompanying notes.

1. Description of Business and Summary of Significant Accounting Policies

Basis of Preparation and Description of Business

Energy Storage Group ("ESG"), which comprises the entities listed in Note 2 to the combined financial statements, manufactures, markets, services and installs fully integrated direct current ("DC") power systems for the telecommunications, uninterruptible power systems, electric material handling equipment, military and aerospace markets. ESG operates worldwide with facilities located primarily in Europe, North America and Asia.

At March 22, 2002, the entities comprising ESG were 100% owned by Invensys plc, except where indicated.

Following an agreement with Invensys plc to sell ESG on March 22, 2002, the related property, plant and equipment and intangible assets were written down by \$263.4 million to their net realizable value.

All inter-company accounts and transactions, including profits as a result of those transactions, within ESG are eliminated on combination.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

Highly liquid investments with original maturity dates of three months or less are classified as cash equivalents. Cash equivalents are stated at cost, which approximates fair value.

Third-Party Receivables

ESG factored certain third-party trade receivables to unrelated financial institutions on a nonrecourse basis pursuant to certain agreements. ESG accounted for the transfer of receivables pursuant to these agreements as a sale of financial assets. The agreements, which were negotiated and administered by Invensys plc or its affiliates, required ESG to collect funds with respect to the factored receivables and remit the funds to the financial institutions.

ESG also factored certain third-party trade receivables to unrelated financial institutions which did not qualify as sales of financial assets.

For the period ended March 22, 2002, costs incurred relating to factoring agreements amounted to \$0.3 million.

ESG provided an allowance for doubtful accounts equal to estimated collection losses that will be incurred in the collection of receivables. Estimated losses are based on historical collection experience, as well as a review by management of the current status of all receivables.

Inventories

Inventories are stated at the lower of cost or market using the first-in, first-out ("FIFO") method. Cost is determined based on standard cost with appropriate adjustments to approximate FIFO cost. Market is determined on the basis of estimated realizable values.

Property, Plant and Equipment

Property, plant, and equipment is stated at cost, net of accumulated depreciation. Depreciation of property, plant, and equipment is provided using the straight-line method over the estimated useful life of the asset, as follows:

Land	None
Buildings and improvements	40 to 50 years
Machinery and equipment	3 to 14 years
Computer equipment and software	4 to 10 years

Improvements and replacements are capitalized to the extent that they increase the useful economic life or increase the expected economic benefit of the underlying asset. Repairs and maintenance expenditures are charged to expense as incurred.

Intangible Assets

Intangible assets consist of goodwill, trademarks and patents. Goodwill represents the excess of the purchase price paid by Invensys plc for ESG businesses over the fair value of the net assets acquired, less provision for impairment. Patents and trademarks are stated at fair value on the date of acquisition of ESG by Invensys plc.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment when events or circumstances indicate that the carrying amount of a long-lived asset may not be recoverable and for all assets to be disposed of. Long-lived assets held for use are reviewed for impairment by comparing the carrying amount of an asset to the undiscounted future cash flows expected to be generated by the asset over its remaining useful life. If an asset is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value, and is charged to results of operations at that time. Assets to be disposed of are reported at the lower of the carrying amounts or fair value less cost to sell. Management determines fair value using discounted future cash flow analysis or other accepted valuation techniques.

For the period from April 1, 2001 to March 22, 2002, ESG identified certain assets that were considered impaired following changes in business activity. Impairment charges for the period ended March 22, 2002 were \$8.5 million, as discussed in Note 3.

Income Taxes

The ESG entities domiciled in the United States are deemed to be included in a consolidated federal income tax return in the United States. Non-U.S. entities are deemed to be included in consolidated returns in countries where such filings are permitted. ESG's tax provisions and related liabilities are reflected in the combined financial statements as if they were on a separate-return basis.

Deferred Taxes

ESG recognizes deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial statement basis and the tax basis of ESG's assets and liabilities using enacted statutory tax rates applicable to future periods when the temporary differences are expected to reverse.

Foreign Currency Translation

Assets and liabilities of subsidiaries operating outside of the United States with a functional currency other than the U.S. dollar are translated into U.S. dollars using exchange rates at the end of the respective period. Revenues and expenses are translated at average exchange rates effective during the respective period.

Foreign currency translation adjustments are included in accumulated other comprehensive loss as a separate component of invested capital. Currency transaction gains (losses) are included in the results of operations in the period incurred and were not material for the period from April 1, 2001 to March 22, 2002.

Revenue Recognition

Sales and related cost of sales are recorded upon transfer of the title of the product, which generally occurs upon shipment to the customer. ESG has certain sales rebate programs with some customers which periodically require rebate payments. ESG estimates amounts due under these sales rebate programs at the time of shipment. Net sales relating to any particular shipment are based upon the amount invoiced for the shipped goods less estimated future rebate payments and sales returns. These estimates are based upon ESG's historical experience. Revisions to these estimates are recorded in the period in which the facts that give rise to the revision become known.

Advertising Costs

Advertising costs are charged to selling, general, and administrative expenses as incurred and amounted to \$3.0 million for the period from April 1, 2001 to March 22, 2002.

Research and Development Costs

Research and development costs are charged to selling, general, and administrative expenses as incurred and amounted to \$6.7 million for the period from April 1, 2001 to March 22, 2002.

Concentration of Credit Risk

ESG had no concentration of credit risk at March 22, 2002.

Shipping and Handling Costs

Costs associated with shipping and handling activities are classified within cost of sales in the combined statements of operations. Shipping and handling costs were \$8.5 million in the period from April 1, 2001 to March 22, 2002.

Derivative Financial Instruments

Effective April 1, 2001, ESG adopted Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities* ("FAS 133"). FAS 133 requires ESG to record all derivatives on the balance sheet at fair value regardless of the purpose or intent for holding them. Derivatives that are not hedges are adjusted to fair value through earnings. For derivatives that are hedges, depending on the nature of the hedge, changes in fair value are either offset by changes in the fair value of the hedged assets, liabilities, or firm commitments through earnings or recognized in other comprehensive income until the hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value is immediately recognized in earnings. The adoption of FAS 133 had no impact on ESG's net earnings or financial position.

2. Entities Included Within Combined Financial Statements

The financial statements of the following entities, all of which are 100% owned unless stated, are reflected in the combined financial statements:

AFA Industriebatterie GmbH	Hawker SA (Formerly Oldham France SA)
Alupower-Chloride Limited	Hawker SpA
BTR Industrial Holdings Limited	Hawker s.r.o.
Chloride Batteries Industrielles SA	Hawker OY
Carlton Plant Limited	Hawker Vertriebs GmbH
Chloride Industrial Batteries Limited	Huada (Jiangsu) Power Supply Co. Ltd (84%)
Crompton Batteries Limited	Huada Mechanical and Electrical Co Ltd (80%)
Haddon Oldham Limited	Huada Shenzhen Power Supply Systems Co Ltd
Hawker AS (Denmark)	Irving, Firth & Co Ltd
Hawker AB (Sweden)	KW Battery Company
Hawker Batteri A/S (Norway)	New Pacifico Realty Inc.
Hawker Batterien GmbH	Oldham Batterien GmbH
Hawker Batteries Limited	Oldham Batteries Canada (25%)
Hawker Belgium SA	Oldham Batteries Limited
Hawker BV	Oldham Crompton Batteries Limited
Hawker Energy Limited (Hong Kong)	Oldham International Limited
Hawker Energy Products Inc	Oldham Italia SRL
Hawker Energy Products Limited	Power Sonic SA de CV
Hawker FA SA (Poland) (99.96%)	Powersafe Standby Batteries Inc
Hawker GmbH	Usimetal (37.75%)
Hawker Limited	VHB Industrial Batteries Limited
Hawker Oldham SA (Spain)	VHB Industrial Batteries Ltd (Canada)
Hawker Power Systems Inc	VHB Industrie Batterien GmbH (Austria)
Hawker Powersource Inc.	VHB Ipari Akkumulatork KFT (Hungary)

3. Restructuring and Other Similar Costs

Following the merger in February 1999 between BTR plc and Siebe plc to create Invensys plc, ESG commenced a series of restructuring programs consistent with the objectives of the Invensys merger and integration program, namely, improving returns in core businesses by consolidating excess manufacturing capacity, rationalizing certain product lines, outsourcing of non-core production activity and streamlining of sales and administrative overhead. These programs extended through the period presented in these combined financial statements.

Restructuring and other similar costs consist of the following (in millions):

	Period from April 1, 2001 to March 22, 2002
Severance and other related costs:	
Related to headcount reduction initiatives	\$ 7.6
Related to plant closures and consolidations	7.3
	14.9
Asset impairments	
Related to plant closures and consolidations	8.5
Other	
Excess scrap and production inefficiencies	1.3
Abandoned lease commitments	0.6
	1.9
Restructuring and other similar costs charged to operations	\$ 25.3

Severance and Other Related Costs

As a result of the restructuring programs mentioned above, 414 employees were terminated in the period ended March 22, 2002, with the main headcount reductions occurring in Europe.

Asset Impairments

In connection with the closure and consolidation of certain manufacturing and administrative functions, ESG identified certain assets that were impaired. The net book value of these assets less any proceeds from disposition has been charged to "Restructuring and other similar costs" and totaled \$8.5 million for the period ended March 22, 2002.

Other

For the period ended March 22, 2002, ESG also incurred \$1.9 million of "Other" restructuring costs which consisted of excess scrap and production inefficiencies (\$1.3 million) and the present value of remaining lease payments relating to an abandoned leased property (\$0.6 million).

4. Operating Leases

Rent expense for operating leases was \$1.3 million for the period ended March 22, 2002.

5. Retirement Benefits

Invensys plc sponsored defined-benefit pension plans which covered most of ESG's employees in the United States, Germany and the United Kingdom and provided for monthly pension payments to eligible employees upon retirement. ESG's eligible employees were covered by Invensys plc's various pension plans, which were different for the U.S., German and U.K. employees.

Pension benefits for salaried employees generally were based on periods of credited service and average earnings. Pension benefits for hourly employees generally were based on specified benefit amounts and periods of service. ESG's policy was to fund its pension obligations in conformity with the funding requirements of laws and governmental regulations applicable in the respective country.

Pension costs of \$4.3 million for the period ended March 22, 2002 with respect to eligible employees in the United States, Germany and the United Kingdom have been reflected in the income statement of ESG. As these amounts have been allocated based on service cost, they may not be representative of ongoing costs.

The components of net periodic benefit cost for participants in ESG's pension plans reflected in the statement of operations of ESG are as follows (in millions):

	Period from April 1, 2001 to March 22, 2002
Service cost	\$ 5.7
Interest cost	6.2
Expected return on plan assets	(7.6)
Net periodic benefit cost	\$ 4.3

ESG used an actuarial measurement date of March 22, 2002 to measure its benefit obligations. Significant assumptions used in determining these benefit obligations and net periodic benefit cost for participants are summarized as follows (in weighted averages):

	Period from April 1, 2001 to March 22, 2002
Discount rate	6.0%
Compensation increase rate	4.2%
Rate of increase to pensions in payment	3.2%

The discount rate and compensation increase rate assumptions were determined as of the measurement date.

Defined-Contribution Savings Plans

ESG sponsored certain defined-contribution savings plans for eligible employees. Expense related to these plans was \$0.3 million for the period ended March 22, 2002.

6. Income Taxes

	Period from April 1, 2001 to March 22, 2002
Current:	
United States	\$ 11.0
Non-United States	3.8
State and local	0.9
Total current	15.7
Deferred:	
United States	(9.1)
Non-United States	(0.5)
State and local	(0.7)
Total deferred	(10.3)
Income tax provision	\$ 5.4

The provision for income taxes was calculated based upon the following components of loss before income taxes (in millions):

	Period from April 1, 2001 to March 22, 2002
United States	\$ 5.0
Non-United States	(262.3)
Loss before income taxes	\$ (257.3)

The relationship of non-U.S. income tax expense to non-U.S. income before taxes is attributed to operating losses being incurred in Germany and Mexico on which income tax carryforward benefits have been fully reserved.

These combined financial statements have been prepared on the basis that ESG files a consolidated U.S. federal income tax return composed of its U.S. domiciled entities.

ESG's U.S. entities have historically been included in a larger U.S. consolidated return that has reflected a net operating loss ("U.S. NOL") for the period covered by these statements. As certain of the ESG entities included in the consolidated return had separate company U.S. NOLs for this period, a purchaser of ESG may be allocated a portion of the consolidated U.S. NOLs at the time of sale.

These statements have been prepared on the basis that ESG's non-U.S. entities file consolidated returns in taxing jurisdictions where permitted. For the period ended March 22, 2002, this results in non-U.S. net operating losses (Non-U.S. NOLs) in Germany and the United Kingdom. A deferred tax asset has been established for the value of these losses. However, as the ability to utilize these losses is uncertain, a valuation allowance has been established to fully offset the deferred tax asset. These losses have no expiration date.

The provision for income taxes differs from the U.S. federal tax due to the following items:

	Period from April 1, 2001 to March 22, 2002
U.S. federal tax rate (35.0%)	\$ (90.1)
State and local income taxes, net of federal benefit	0.2
Lower taxes in respect of foreign locations	(2.0)
Non-U.S. net operating losses for which the benefit was not provided	4.0
Nondeductible asset writedown to net realizable value	92.2
Other	1.1
Effective income tax rate (-2.1%)	\$ 5.4

No provision has been made for U.S. or foreign income taxes related to undistributed earnings of Non-U.S. entities at March 22, 2002, which are considered to be permanently reinvested. It is not considered practical to determine the income tax liability, if any, which would be payable if such earnings were not permanently reinvested.

Payments for U.S. federal income tax made by ESG to non-ESG affiliates of Invensys plc have historically been reflected as intercompany payments. These payments have been reflected herein as to an external party in order to reflect ESG's satisfaction of these income tax liabilities.

Cash paid for income taxes to governmental tax authorities and non-ESG affiliates of Invensys plc in the period ended March 22, 2002 was \$22.7 million.

7. Related Party Transactions

Management Charges

Included within selling, general, and administrative expenses are charges for administrative expenses incurred by Invensys plc on behalf of ESG. These charges are primarily for accounting, legal, and treasury services. These charges totaled \$1.7 million for the period ended March 22, 2002.

The financial information included herein may not reflect the combined financial position, operating results, and cash flows of ESG in the future or what they would have been had ESG been a separate, independent entity during the periods presented.

Trading Activity

ESG sells to non-ESG affiliates of Invensys plc various products in the normal course of business. Pricing is generally negotiated based on standard pricing schedules.

Funding Activity

ESG participated in Invensys plc's treasury function whereby funds were loaned to and borrowed from other Invensys plc affiliates in the normal course of business.

Interest expense and income has been calculated on all intercompany funding payables and receivables based on prevailing market interest rates.

EnerSys

Valuation and Qualifying Accounts

(In Thousands)

	Balance at Beginning of Period	Additions Charged to Expense	Charge-Offs	Other(1)	Balance at End of Period
Allowance for doubtful accounts:					
Fiscal year ended March 31, 2002	\$ 2,705	\$ 1,804	\$ (1,236)	\$ 2,281	\$ 5,554
Fiscal year ended March 31, 2003	\$ 5,554	\$ 1,860	\$ (2,675)	\$ 3,753	\$ 8,492
Fiscal year ended March 31, 2004	\$ 8,492	\$ 849	\$ (1,825)	\$ (794)	\$ 6,722
Allowance for inventory valuation:					
Fiscal year ended March 31, 2002	\$ 3,865	\$ 6,158	\$ (2,307)	\$ 4,680	\$ 12,396
Fiscal year ended March 31, 2003	\$ 12,396	\$ 2,992	\$ (7,114)	\$ (319)	\$ 7,955
Fiscal year ended March 31, 2004	\$ 7,955	\$ 5,148	\$ (4,542)	\$ 2,334	\$ 10,895
Allowance for deferred income tax assets:					
Fiscal year ended March 31, 2002	\$ 2,196	\$ 3,053	\$ —	\$ 44,533	\$ 49,782
Fiscal year ended March 31, 2003	\$ 49,782	\$ 1,744	\$ —	\$ 15,380	\$ 66,906
Fiscal year ended March 31, 2004	\$ 66,906	\$ 4,415	\$ —	\$ 2,788	\$ 74,109

(1) Primarily the impact of currency changes as well as acquisitions of certain businesses.



General Battery
Motive power applications



General Battery Chargers
Motive power applications



Hawker Batteries & Chargers
Motive power applications



PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The estimated expenses in connection with the offering (all of which will be borne by EnerSys), are as follows:

Expenses	Amount
Securities and Exchange Commission registration fee	\$ 29,141
NASD filing fee	23,500
NYSE listing fees	
Printing expenses	
Accounting fees and expenses	
Legal fees and expenses	
Transfer agent's fees and expenses	
Miscellaneous	
Total	\$

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (DGCL) generally provides that all directors and officers (as well as other employees and individuals) may be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with certain specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation—a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard of care is applicable in the case of derivative actions, except that indemnification extends only to expenses (including attorneys' fees) actually and reasonably incurred in connection with defense or settlement of an action and the DGCL requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. Section 145 of the DGCL also provides that the rights conferred thereby are not exclusive of any other right which any person may be entitled to under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and permits a corporation to advance expenses to or on behalf of a person to be indemnified upon receipt of an undertaking to repay the amounts advanced if it is determined that the person is not entitled to be indemnified.

We have included in our certificate of incorporation and bylaws provisions to (a) eliminate the personal liability of our directors for monetary damages resulting from breaches of their fiduciary duty (provided that such provision does not eliminate liability for breaches of the duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, violations under Section 174 of the Delaware General Corporation Law or for any transaction from which the director derived an improper personal benefit) and (b) indemnify our directors and officers to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, including circumstances in which indemnification is otherwise discretionary.

Acting pursuant to the provisions of our certificate of incorporation and bylaws and the provisions of Section 145 of the Delaware General Corporation Law, we have entered into agreements with each of our officers and directors to indemnify them to the fullest extent permitted by such provisions and such law. We are also expressly authorized to carry directors' and officers' insurance providing indemnification for

our directors, officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

Item 15. Recent Sales of Unregistered Securities.

The following is a summary of our sales of our securities during the past three years that were not registered under the Securities Act of 1933, as amended:

In March 2002, we entered into an agreement with the Morgan Stanley Funds to sell, in a private placement, an aggregate of 18,977,666 shares of our Series A Convertible Preferred Stock. The total aggregate offering price for this sale was \$283,000,275.

Also in March 2002, we issued a warrant to purchase up to 11,663,568 shares of our Class A Common Stock, at an exercise price of \$29.82 per share, as adjusted from time to time. The warrant was issued to a subsidiary of Invensys as partial consideration for our acquisition of Invensys's Energy Storage Group. The warrant was never exercised and was cancelled on December 11, 2003.

From June 2001 through June 2004, we issued stock options to purchase an aggregate of 4,558,781 shares of our common stock. The exercise prices for these options ranged from \$10.82 per share to \$21.90 per share.

All of the above-described issuances were exempt from registration pursuant to (i) Section 4(2) of the Securities Act or (ii) Regulation D or Rule 701 promulgated under the Securities Act. With respect to each transaction listed above, no general solicitation was made by either the company or any person acting on its behalf; the securities sold are subject to transfer restrictions, and the certificates for the shares contained an appropriate legend stating such securities have not been registered under the Securities Act and may not be offered or sold absent registration or pursuant to an exemption therefrom. No underwriters were involved in connection with the sales of securities referred to in this Item 15.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Description of Exhibit
1.1	Form of Underwriting Agreement
3.1	Fifth Restated Certificate of Incorporation
3.2	Form of Bylaws
4.1	Form of Common Stock Certificate
4.2	Form of 2004 Securityholder Agreement
5.1	Form of Opinion of Gibson, Dunn & Crutcher LLP ***
10.1	Form of 2000 Management Equity Plan
10.2	Employment Agreement, dated November 9, 2000, between Yuasa, Inc. and John D. Craig and letter of amendment thereto *
10.3	Employment Agreement, dated November 9, 2000, between Yuasa, Inc. and Michael T. Phillion and letter of amendment thereto *
10.4	Employment Agreement, dated November 9, 2000, between Yuasa, Inc. and Charles K. McManus and letter of amendment thereto *

- 10.5 Employment Agreement, dated November 9, 2000, between Yuasa, Inc. and John A. Shea and letter of amendment thereto *
- 10.6 Employment Agreement, dated November 9, 2000, between Yuasa, Inc. and Richard W. Zuidema and letter of amendment thereto *
- 10.7 Directorship Agreement, dated January 8, 2002, between EnerSys, Inc. and Ray Kubis *
- 10.8 Managing Directorship Agreement, dated January 8, 2002, between Hawker Belgium S.A. and Ray Kubis *
- 10.9 Credit Agreement, dated March 17, 2004, 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 *
- 10.10 Pledge Agreement, dated March 17, 2004, among EnerSys, various subsidiaries of EnerSys and Bank of America, N.A., as Collateral Agent *
- 10.11 Security Agreement, dated March 17, 2004, among EnerSys, various subsidiaries of EnerSys and Bank of America, N.A., as Collateral Agent *
- 10.12 Subsidiaries Guaranty, dated March 17, 2004, among various subsidiaries of EnerSys, in favor of Bank of America, N.A., as Administrative Agent *
- 10.13 Second-Lien Credit Agreement, dated March 17, 2004, 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 *
- 10.14 Second-Lien Pledge Agreement, dated March 17, 2004, among EnerSys, various subsidiaries of EnerSys and Bank of America, N.A., as Second-Lien Collateral Agent *
- 10.15 Second-Lien Security Agreement, dated March 17, 2004, among EnerSys, various subsidiaries of EnerSys and Bank of America, N.A., as Second-Lien Collateral Agent *
- 10.16 Second-Lien Subsidiaries Guaranty, dated March 17, 2004, among various subsidiaries of EnerSys, in favor of Bank of America, N.A., as Administrative Agent *
- 10.17 Intercreditor Agreement, dated March 17, 2004, by and among EnerSys, EnerSys Capital Inc. and Bank of America, N.A., in its capacity as Collateral Agent for the First-Lien Obligations and in its Capacity as Collateral Agent for the Second-Lien Obligations *
- 10.18 Form of Indemnification Agreement
- 10.19 Letter, dated May 8, 2003, amending the Employment Agreement between Yuasa, Inc. and John D. Craig **
- 10.20 Letter, dated May 8, 2003, amending the Employment Agreement between Yuasa, Inc. and Michael T. Phillion **

10.21	Letter, dated May 8, 2003, amending the Employment Agreement between Yuasa, Inc. and John A. Shea **
10.22	Letter, dated May 8, 2003, amending the Employment Agreement between Yuasa, Inc. and Richard W. Zuidema **
10.23	Letter, dated May 8, 2003, amending the Managing Directorship Agreement between Hawker Belgium S.A. and Raymond R. Kubis ***
10.24	Form of 2004 Equity Incentive Plan
10.25	Trademark and Trade Name License Agreement, dated June 10, 1991, by and between Exide Corporation and Yuasa Battery (America), Inc. ***
10.26	Form of Employee Stock Purchase Plan
10.27	Stock Subscription Agreement, dated March 22, 2002, among EnerSys Holdings Inc., Morgan Stanley Dean Witter Capital Partners IV, L.P., Morgan Stanley Dean Witter Capital Investors IV, L.P., MSDW IV 892 Investors, L.P., Morgan Stanley Global Emerging Markets Private Investment Fund, L.P. and Morgan Stanley Global Emerging Markets Private Investors, L.P.
21.1	Subsidiaries of the Registrant **
23.1	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP
23.3	Consent of Ernst & Young
24.1	Power of Attorney (included in signature page)
99.1	Consent of Michael C. Hoffman to be named Director Nominee ***
99.2	Consent of Chad L. Elliott to be named Director Nominee ***
99.3	Consent of Dennis S. Marlo to be named Director Nominee ***
99.4	Consent of John F. Lehman to be named Director Nominee

* Previously filed as an exhibit to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on May 17, 2004 and incorporated herein by reference.

** Previously filed as an exhibit to Amendment No. 1 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on June 21, 2004 and incorporated herein by reference.

*** Previously filed as an exhibit to Amendment No. 2 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 6, 2004 and incorporated herein by reference.

(b) Financial Statement Schedules

The financial statement schedules for which provision is made in the applicable accounting regulations of the Commission are either not required under the related instructions or are inapplicable, and therefore have been omitted, except for Schedule II—Valuation and Qualifying Accounts which is provided on page S-1.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes to provide to the underwriters, at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on behalf of the undersigned, thereunto duly authorized in the city of Reading, state of Pennsylvania, on July 13, 2004.

ENERSYS

By: /s/ MICHAEL T. PHILION

Name: Michael T. Pillion
 Title: Executive Vice President—Finance, Chief Financial Officer and Director (Principal Financial Officer)

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Michael T. Pillion and Richard W. Zuidema his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 3 to the registration statement on Form S-1 has been signed by the following persons in the capacities indicated.

Signature	Title
* _____ John D. Craig	Chairman, President and Chief Executive Officer (Principal Executive Officer)
/s/ MICHAEL T. PHILION _____ Michael T. Pillion	Executive Vice President—Finance Chief Financial Officer and Director (Principal Financial Officer)
* _____ Jeffrey J. Petrick	Vice President and Corporate Controller (Principal Accounting Officer)
* _____ Charles K. McManus	Executive Vice President—North America Reserve Power and Worldwide Marketing and Director
* _____ Richard W. Zuidema	Executive Vice President—Administration and Director
* _____ Eric T. Fry	Director
* _____ Howard I. Hoffen	Director

The undersigned, by signing his name hereto, does sign and execute this Amendment No. 3 to the registration statement on Form S-1 pursuant to the Power of Attorney executed by the above named directors and officers of the registrant and previously filed with the Securities and Exchange Commission on behalf of such directors and officers.

*By: /s/ MICHAEL T. PHILION _____ Attorney-in-fact July 13, 2004
 Michael T. Pillion
 Executive Vice President—Finance, Chief Financial Officer and
 Director (Principal Financial Officer)

EXHIBIT INDEX

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23.3	Consent of Ernst & Young
24.1	Power of Attorney (included in signature page)
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_____ Shares

ENERSYS

Common Stock (Par Value \$0.01 Per Share)

UNDERWRITING AGREEMENT

_____, 2004

Morgan Stanley & Co. Incorporated
Lehman Brothers Inc.
Banc of America Securities LLC
William Blair & Company, L.L.C.
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Dear Sirs and Mesdames:

Enersys, a Delaware corporation (the "**Company**"), proposes to issue and sell to the several Underwriters named in Schedule I hereto (the "**Underwriters**") _____ shares of its Common Stock (par value \$0.01 per share) (the "**Firm Shares**"). The Company also proposes to issue and sell to the several Underwriters not more than an additional _____ shares of its Common Stock (par value \$0.01 per share) (the "**Additional Shares**") if and to the extent that you, as Managers of the offering, shall have determined to exercise, on behalf of the Underwriters, the right to purchase such shares of common stock granted to the Underwriters in Section 2 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "**Shares**". The shares of Common Stock (par value \$0.01 per share) of the Company to be outstanding after giving effect to the sales contemplated hereby are hereinafter referred to as the "**Common Stock**".

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement, including a prospectus, relating to the Shares. The registration statement as amended at the time it became effective, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**"; the prospectus in the form first used to confirm sales of Shares is hereinafter referred to as the "**Prospectus**". If the Company has filed an abbreviated registration statement to register additional shares of Common Stock pursuant to Rule 462(b) under the Securities Act (the "**Rule 462 Registration Statement**"), then any reference herein to the term "**Registration Statement**" shall be deemed to include such Rule 462 Registration Statement.

1. *Representations and Warranties.* The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission.

(b) (i) The Registration Statement, when it became effective, did not contain, and any post-effective amendment thereto at the time it becomes effective will not contain, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Registration Statement, when it became effective complied and any post-effective amendment thereto at the time it becomes effective will comply, and the Prospectus complies and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own

its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(d) Each significant subsidiary of the Company within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act (each a "**Significant Subsidiary**", collectively the "**Significant Subsidiaries**") has been duly incorporated or formed, is validly existing as a corporation, limited liability company or limited partnership, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or formation, has the corporate or other power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each Significant Subsidiary of the Company that is a corporation have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of shares pledged pursuant to that certain Credit Agreement dated March 17, 2004, among the Company, EnerSys Capital Inc., various lending institutions party thereto, Bank of America, N.A., Morgan Stanley Senior Funding, Inc. and Lehman Commercial Paper Inc. (the "**Credit Agreement**"); all of the issued limited liability company interests of each Significant Subsidiary of the Company that is a limited liability company have been duly and validly authorized and issued and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of limited liability company interests pledged pursuant to the Credit Agreement; all of the issued limited partnership interests of each Significant Subsidiary of the Company that is a limited partnership have been duly and validly authorized and issued and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of limited partnership interests pledged pursuant to the Credit Agreement.

(e) This Agreement has been duly authorized, executed and delivered by the Company.

(f) The authorized capital stock of the Company conforms as to legal matters to the description thereof contained in the Prospectus.

(g) The shares of Common Stock outstanding prior to the issuance of the Shares have been duly authorized and are validly issued, fully paid and non-assessable.

(h) The Shares have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of (i) applicable law, (ii) the certificate of incorporation or by-laws of the Company, (iii) any agreement or other instrument binding upon the Company or any of its subsidiaries, or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary except, in the case of the foregoing clauses (i), (iii) or (iv), where such contravention would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required to be obtained by the Company for the performance by the Company of its obligations under this Agreement, except such as have been

obtained under the Securities Act or as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares.

(j) There has not occurred any material adverse change, or any development that would reasonably be expected to result in a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement).

(k) There are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(l) The preliminary prospectus dated _____, 2004 filed as part of the Registration Statement complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(m) The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(n) Except as described in the Prospectus, the Company and its Significant Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(o) Except as described in the Prospectus, there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(p) Except as described in the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Shares registered pursuant to the Registration Statement.

(q) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, (i) the Company and its subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction not in the ordinary course of business, that in either case is required to be disclosed in the Prospectus; (ii) the Company has not purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary

and customary dividends; and (iii) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company and its subsidiaries, except with respect to each of the foregoing clauses (i), (ii), and (iii) as described in the Prospectus.

(r) The Company and its Significant Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or which would not, singly or in the aggregate, reasonably be expected to result in a material adverse effect on the Company and its subsidiaries, taken as a whole; and any real property and buildings held under lease by the Company and its subsidiaries which are material to the business of the Company and its subsidiaries taken as a whole are held by them under valid, subsisting and enforceable leases with such exceptions as would not, singly or in the aggregate, reasonably be expected to result in a material adverse effect on the Company and its subsidiaries, taken as a whole, except in each case as described in the Prospectus.

(s) Except as described in the Prospectus, the Company and its subsidiaries own or possess, or can acquire on reasonable terms, all patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, except where the failure to own or possess, or the ability to acquire on reasonable terms, any of the foregoing would not, singly or in the aggregate, reasonably be expected to result in a material adverse effect on the Company and its subsidiaries, taken as a whole, and neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, singly or in the aggregate, would reasonably be expected to result in a material adverse affect on the Company and its subsidiaries, taken as a whole.

(t) No material labor dispute with the employees of the Company or any of its Significant Subsidiaries exists, except as described in the Prospectus, or, to the knowledge of the Company, is imminent.

(u) The Company and each of its Significant Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as in management's judgment are prudent; neither the Company nor any of its Significant Subsidiaries has been refused any insurance coverage sought or applied for, except such refusals of coverage relating to directors and officers liability insurance; and neither the Company nor any of its Significant Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a material adverse affect on the Company and its subsidiaries, taken as a whole, except as described in the Prospectus and except for such non-renewals of coverage or inability to obtain similar coverage from similar insurers relating to directors and officers liability insurance.

(v) The Company and its Significant Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities that are necessary to conduct their respective businesses in all material respects, and neither the Company nor any of its Significant Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, would reasonably be expected to have a material adverse affect on the Company and its subsidiaries, taken as a whole, except as described in the Prospectus.

(w) The Company and its Significant Subsidiaries maintain a consolidated system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(x) Except as described in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), the Company has not sold, issued or distributed any shares of Common Stock during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(y) The Company and its Significant Subsidiaries have filed all foreign, federal, state and local tax returns that are required to be filed, or have duly requested extensions thereof, and have paid all taxes required to be paid by them, any other assessment, fine or penalty levied against them, except in each case in which the failure to so file or pay would not have a material adverse affect on the Company and its subsidiaries, taken as a whole. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not have a material adverse affect on the Company and its subsidiaries, taken as a whole.

(z) The financial statements included in the Registration Statement and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, included in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and summary financial information included in the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement. The pro forma financial data and the related notes thereto included in the Registration Statement and the Prospectus present fairly the information shown therein, have been prepared in accordance with the Commission's rules and regulations with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective numbers of Firm Shares set forth in Schedule I hereto opposite its name at \$_____ a share (the "**Purchase Price**").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional Shares, and the Underwriters shall have the right to purchase, severally and not jointly, up to _____ Additional

Shares at the Purchase Price. You may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Shares nor later than ten business days after the date of such notice. Additional Shares may be purchased as provided in Section 4 hereof solely for the purpose of covering over-allotments made in connection with the offering of the Firm Shares. On each day, if any, that Additional Shares are to be purchased (an "Option Closing Date"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Firm Shares set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

The Company hereby agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated and Lehman Brothers Inc. on behalf of the Underwriters, it will not, during the period ending 180 days after the date of the Prospectus, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock; (ii) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock; or (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i), (ii) or (iii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Shares to be sold hereunder or (B) the issuance by the Company of shares of Common Stock to directors, officers and employees of the Company and its subsidiaries pursuant to bonus, option, incentive, employee stock purchase or other compensatory plans of the Company existing on the date hereof that are described in the Prospectus or filed as an exhibit to the Registration Statement. Notwithstanding the foregoing, if (1) during the last 17 days of the 180-day restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs; or (2) prior to the expiration of the 180-day restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the 180-day period, the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

3. *Terms of Public Offering.* The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the Shares as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Company is further advised by you that the Shares are to be offered to the public initially at \$_____ a share (the "Public Offering Price") and to certain dealers selected by you at a price that represents a concession not in excess of \$_____ a share under the Public Offering Price, and that any Underwriter may allow, and such dealers may reallocate, a concession, not in excess of \$_____ a share, to any Underwriter or to certain other dealers.

4. *Payment and Delivery.* Payment for the Firm Shares shall be made to the Company in Federal or other funds immediately available in New York City against delivery of such Firm Shares for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on _____, 2004, or at such other time on the same or such other date, not later than _____, 2004, as shall be designated in writing by you. The time and date of such payment are hereinafter referred to as the "Closing Date".

Payment for any Additional Shares shall be made to the Company in Federal or other funds immediately available in New York City against delivery of such Additional Shares for the respective accounts of the several Underwriters at 10:00 a.m., New York City time, on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than _____, 2004, as shall be designated in writing by you.

The Firm Shares and Additional Shares shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be. The Firm Shares and Additional Shares shall be delivered to you on the Closing Date or an Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Shares to the Underwriters duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations.* The obligations of the Company to sell the Shares to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Shares on the Closing Date are subject to the condition that the Registration Statement shall have become effective not later than [4:00 p.m./9:00 a.m.] (New York City time) on the date hereof.

The several obligations of the Underwriters are subject to the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any change, or any development that would reasonably be expected to result in a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement) that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in Section 5(a)

(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Gibson, Dunn & Crutcher LLP, special counsel for the Company, dated the Closing Date, to the effect that:

(i) the Company is validly existing as a corporation in good standing under the laws of the State of Delaware and has the corporate power and authority to own its property and to conduct its business as described in the Prospectus;

(ii) the Shares have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights;

(iii) this Agreement has been duly authorized, executed and delivered by the Company;

(iv) the statements relating to legal matters, documents or proceedings included in (A) the Prospectus under the captions "Management—2004 Equity Incentive Plan", "Certain Relationships and Transactions", "Description of Our Credit Facilities", "Description of Capital Stock, Certificate of Incorporation and Bylaws", "Shares Eligible for Future Sale" and "Material United States Income Tax Consequences to Non-United States Stockholders" and (B) the Registration Statement in Items 14 and 15, in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present the information called for in registration statements on Form S-1 with respect to such matters, documents or proceedings; and

(v) the Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

In addition, the Underwriters shall have received on the Closing Date a letter from Gibson, Dunn & Crutcher LLP, special counsel for the Company, dated the Closing Date, to the effect that nothing has come to the attention of such counsel that causes such counsel to believe that (A) the Registration Statement, as of its effective date, or the Prospectus (except for the financial statements and financial schedules and other financial and statistical data included therein, as to which such counsel need not express any belief) do not comply as to form in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder, (B) the Registration Statement (except for the financial statements and financial schedules and other financial and statistical data included therein, as to which such counsel need not express any belief) at the time the Registration Statement became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (C) the Prospectus (except for the financial statements and financial schedules and other financial and statistical data included therein, as to which such counsel need not express any belief) as of its date or as of the Closing Date contained or contains an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Such counsel may state that their beliefs are based upon their participation in the preparation of the Registration Statement and Prospectus and any amendments or supplements thereto and review and discussion of the contents thereof, but are without independent check or verification, except as specified.

(d) The Underwriters shall have received on the Closing Date an opinion of Stevens & Lee, outside counsel for the Company, dated the Closing Date, to the effect that:

(i) the Company is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

(ii) each subsidiary of the Company that is listed on Schedule II hereto is validly existing as a corporation, limited liability company or limited partnership, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or formation, has the corporate

or other power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

(iii) the authorized capital stock of the Company conforms as to legal matters in all material respects to the description thereof contained in the Prospectus;

(iv) the shares of Common Stock outstanding prior to the issuance of the Shares have been duly authorized and are validly issued, fully paid and non-assessable;

(v) all of the issued shares of capital stock of each subsidiary of the Company that is listed on Schedule II hereto and that is a corporation have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of shares pledged pursuant to the Credit Agreement; all of the issued limited liability company interests of each subsidiary of the Company that is listed on Schedule II hereto and that is a limited liability company have been duly and validly authorized and issued and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of limited liability company interests pledged pursuant to the Credit Agreement; all of the issued limited partnership interests of each subsidiary of the Company that is listed on Schedule II hereto and that is a limited partnership have been duly and validly authorized and issued and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims, except in the case of limited partnership interests pledged pursuant to the Credit Agreement;

(vi) the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of (i) applicable law, (ii) the certificate of incorporation or by-laws of the Company, (iii) to the best of such counsel's knowledge, any agreement or other instrument binding upon the Company or any of its subsidiaries, or (iv) to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, except, in the case of the foregoing clauses (i), (iii) or (iv), where such contravention would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required to be obtained by the Company for the performance by the Company of its obligations under this Agreement, except such as have been obtained under the Securities Act or as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares;

(vii) after due inquiry, such counsel does not know of any legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or of any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required;

(viii) except as described in the Prospectus, there are no contracts or agreements between the Company and any person granting such person the right to require the Company to file a

registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Shares registered pursuant to the Registration Statement; and

(ix) the statements relating to legal matters, documents or proceedings included in the Prospectus under the caption "Business—Litigation", insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present the information called for in registration statements on Form S-1 with respect to such matters, documents or proceedings.

The opinions in subparagraphs (d)(ii) and (d)(v) above may be given with respect to the subsidiaries of the Company listed on Exhibit II hereto by local counsel to the Company reasonably satisfactory to the Representatives.

(e) The Underwriters shall have received on the Closing Date an opinion of Davis Polk & Wardwell, counsel for the Underwriters, dated the Closing Date, covering the matters referred to in Sections 5(c)(ii), 5(c)(iii) and 5(c)(iv) (but only as to the statements in the Prospectus under "Description of Capital Stock, Certificate of Incorporation and Bylaws" and "Underwriters") and in the last paragraph of Section 5(c) above.

The opinions of Gibson, Dunn & Crutcher LLP and Stevens & Lee described in Sections 5(c) and 5(d), respectively, above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

(f) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(g) The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between you and certain shareholders, optionholders, officers and directors of the Company relating to sales and certain other dispositions of shares of Common Stock or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

6. *Covenants of the Company.* In further consideration of the agreements of the Underwriters herein contained, the Company covenants with each Underwriter as follows:

(a) To furnish to you, without charge, _____ signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to you in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(c) below, as many copies of the Prospectus and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such

proposed amendment or supplement to which you reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Shares may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law.

(d) To endeavor to qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request.

(e) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering the twelve-month period ending _____, 2005 that satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(f) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Shares under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Prospectus and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Shares by the Company to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state securities laws as provided in Section 6(d) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by the National Association of Securities Dealers, Inc., including those reasonable fees and disbursements incurred with respect to Lehman Brothers Inc.'s ("**Lehman Brothers**") participation as a "qualified independent underwriter" within the meaning of Rule 2720 of the National Association of Securities Dealers' Conduct Rules in connection with the offering of the Shares, (v) all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the Common Stock and all costs and expenses incident to listing the Shares on the New York Stock Exchange, (vi) the cost of printing certificates representing the Shares, (vii) the costs and charges of any transfer agent, registrar or depository, (viii) the costs and expenses of the Company relating to investor presentations on any "road show"

undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (ix) the document production charges and expenses, if any, associated with printing this Agreement and (x) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section 6(f)(iii) and (iv), Section 7 entitled "Indemnity and Contribution", and the last paragraph of Section 9 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Shares by them and any advertising expenses connected with any offers they may make.

7. *Indemnity and Contribution.* (a) The Company agrees to indemnify and hold harmless (i) each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein and (ii) Lehman Brothers and each person, if any, who controls Lehman Brothers within the meaning of either Section 15 of the Securities Act, or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, liabilities and judgments incurred as a result of Lehman Brothers' participation as a "qualified independent underwriter" within the meaning of Rule 2720 of the National Association of Securities Dealers' Conduct Rules in connection with the offering of the Shares, except for any losses, claims, damages, liabilities, and judgments that are judicially determined to have resulted from Lehman Brothers', or such controlling person's, willful misconduct.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through you expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 7(a) or 7(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own

counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by Morgan Stanley & Co. Incorporated, in the case of parties indemnified pursuant to Section 7(a), and by the Company, in the case of parties indemnified pursuant to Section 7(b). Notwithstanding anything contained herein to the contrary, if indemnity may be sought pursuant to Section 7(a) hereof in respect of such proceeding, then in addition to such separate firm for the indemnified parties, the indemnifying party shall be liable for the reasonable fees and expenses of not more than one separate firm (in addition to any local counsel) for Lehman Brothers in its capacity as a "qualified independent underwriter" and all persons, if any, who control Lehman Brothers within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in Section 7(a) or 7(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares or (ii) if the allocation provided by clause 7(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 7(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Shares. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters'

respective obligations to contribute pursuant to this Section 7 are several in proportion to the respective number of Shares they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 7 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 7(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 7 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Shares.

8. *Termination.* The Underwriters may terminate this Agreement by notice given by you to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated in the Prospectus.

9. *Effectiveness; Defaulting Underwriters.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule I bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Shares

which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 9 by an amount in excess of one-ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason (other than a termination of this Agreement by the Underwriters pursuant to Section 8(i), (iii), (iv) or (v) hereof) the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

10. *Counterparts.* This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

Very truly yours,

Enersys

By:

Name:
Title:

Accepted as of the date hereof

Morgan Stanley & Co. Incorporated
Lehman Brothers Inc.
Banc of America Securities LLC
William Blair & Company, L.L.C.
Acting severally on behalf of themselves
and the several Underwriters named
in Schedule I hereto.

By: Morgan Stanley & Co. Incorporated

By:

Name:
Title:

Underwriter

Number of Firm Shares
To Be Purchased

Morgan Stanley & Co. Incorporated

Lehman Brothers Inc.

Banc of America Securities LLC

William Blair & Company, L.L.C.

Total:

EnerSys Capital Inc.
EnerSys European Holding Co.
EnerSys Cayman L.P.
EnerSys Holdings (Luxembourg) Sarl
EnerSys Delaware Inc.
EH France Sarl
Hawker S.A.
EnerSys Del. LLC I
EnerSys Ltd.
EnerSys Holdings UK Ltd.
Hawker GmbH
EnerSys Energy Products Inc.

[FORM OF LOCK-UP LETTER]

, 2004

Morgan Stanley & Co. Incorporated
Lehman Brothers Inc.
Banc of America Securities LLC
William Blair & Company, L.L.C.
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, NY 10036

Dear Sirs and Mesdames:

The undersigned understands that Morgan Stanley & Co. Incorporated, Lehman Brothers Inc., Banc of America Securities LLC and William Blair & Company, L.L.C. (the "**Managers**") propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Enersys, a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters, including the Managers (the "**Underwriters**"), of shares (the "**Shares**") of the Common Stock (par value \$0.01 per share) of the Company (the "**Common Stock**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated and Lehman Brothers Inc. on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering or (b) transfers of shares of Common Stock or Common Stock equivalents as a bona fide gift or by will or intestacy, including transfers to a trust where the beneficiaries of the trust are drawn solely from a group consisting of the undersigned and immediate family members of the undersigned, provided that (i) each transferee of shares of Common Stock or Common Stock equivalents executes and delivers to the Underwriters a duplicate form of this lock-up letter and (ii) no party, including the undersigned, shall be required to, nor shall it voluntarily, file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, in connection with such transfer or distribution (other than a filing on Form 5 made after the expiration of the restricted period referred to in the foregoing sentence). Immediate family member of a person means the spouse, lineal descendants, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law of such person. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated and Lehman Brothers Inc. on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the Prospectus, make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop

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transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If:

- (1) during the last 17 days of the 180-day restricted period the Company issues a earnings release or material news or a material event relating to the Company occurs; or
- (2) prior to the expiration of the 180-day restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the 180-day period;

the restrictions imposed by this Lock-Up Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

(Name)

(Address)

QuickLinks

[Shares ENERSYS Common Stock \(Par Value \\$0.01 Per Share\) UNDERWRITING AGREEMENT \[FORM OF LOCK-UP LETTER\]](#)

FIFTH RESTATED
 CERTIFICATE OF INCORPORATION
 OF
 ENERSYS

EnerSys, a Delaware corporation (the "Corporation"), hereby certifies as follows:

A. The name of the Corporation is EnerSys. The date of filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was October 13, 2000. The name under which the Corporation was originally incorporated was Yuasa Holdings Inc. A Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on October 17, 2000. A Second Restated Certificate of Incorporation and a Third Restated Certificate of Incorporation were filed with the Secretary of State of the State of Delaware on November 8, 2000. The Certificate of Incorporation was further amended on January 30, 2001. A Fourth Restated Certificate of Incorporation was filed on March 22, 2002 and was amended on March 15, 2004.

B. This Fifth Restated Certificate of Incorporation amends and restates the provisions of the Fourth Restated Certificate of Incorporation of the Corporation and was duly adopted by the written consent of the stockholders of the Corporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL"). Notice of such adoption has been given to the stockholders of the Corporation as provided in Section 228 of the DGCL.

C. The text of the Fourth Restated Certificate of Incorporation, and all previously filed amendments thereto, is hereby amended and restated in its entirety to read as follows:

"ARTICLE I

Name

SECTION 1.1. Name. The name of the Corporation is EnerSys.

ARTICLE II

Office and Registered Agent

SECTION 2.1. Office and Registered Agent. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

Corporate Purpose

SECTION 3.1. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

Capitalization

SECTION 4.1. Authorized Capital. (a) The total number of shares of capital stock that the Corporation shall have the authority to issue is 136,000,000 shares, consisting of 135,000,000 shares of common stock, par value \$0.01 per share (the "common stock"), and 1,000,000 shares of preferred stock, par value \$0.01 per share (the "preferred stock").

(b) Reclassification. Upon the effectiveness of Section 4.1(b) of the Fifth Restated Certificate of Incorporation, a reclassification of the Corporation's capital stock shall become effective, pursuant to which each outstanding share of the Class A Common Stock shall be reclassified as and converted into 28.5 shares of common stock, and all outstanding shares of Class A Common Stock shall thereupon be redesignated as, and converted into, shares of common stock (the "Reclassification"). No fractional shares of common stock shall be issued as a result of the reclassification and any fractional shares that would otherwise be issuable upon such redesignation and conversion shall, without further action, be canceled.

SECTION 4.2. Common Stock. (a) Identical Rights and Privileges; No Preemptive Rights. Except as otherwise expressly provided in this Certificate of Incorporation, all outstanding shares of common stock shall be identical and shall entitle the holders thereof to the same rights and privileges. The holders of shares of common stock shall have no preemptive or preferential rights of subscription to any shares of any class of capital stock of the Corporation.

(b) Dividends and Distributions. When, as and if dividends or distributions are declared on outstanding shares of common stock, whether payable in cash, in property or in securities of the Corporation (other than shares of common stock), the holders of outstanding shares of common stock shall be entitled to share equally, share for share, in such dividends and distributions. If dividends or distributions are declared on outstanding shares of common stock that are payable in shares of, or in subscription or other rights to acquire shares of, common stock, such dividends shall be declared at the same rate on the outstanding shares of common stock.

(c) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of outstanding shares of common stock and shall be entitled to share equally, share for share, in the assets of the Corporation to be distributed among the holders of shares of the common stock.

(d) Voting. The holders of outstanding shares of common stock shall have the right to vote on the election and removal of the directors of the Corporation and on all other matters to be voted on by the stockholders of the Corporation.

(e) Procedures at Meetings. At every meeting with respect to matters on which the holders of outstanding shares of common stock are entitled to vote, the holders of outstanding shares of common stock shall be entitled to one vote per share.

SECTION 4.3. Preferred Stock. (a) Shares of the preferred stock of the Corporation may be issued from time to time in one or more classes or series, each of which class or series shall have such distinctive designation or title as shall be fixed by the Board of Directors of the Corporation prior to the issuance of any shares thereof. Each such class or series of preferred stock shall have such voting powers, full or limited, or no voting powers, and such other relative rights, powers and preferences, including, without limitation, the dividend rate, conversion rights, if any, redemption price and liquidation preference, and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issuance of such class or series of preferred stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in it, all in accordance with the laws of the State of Delaware.

Indemnification

SECTION 5.1. Indemnification. (a) The Corporation shall, to the fullest extent permitted by the DGCL, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall, to the fullest extent permitted by the DGCL, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except

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that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) The Corporation may, to the fullest extent permitted by the DGCL, advance to any person who is or was a director, officer, employee or agent of the Corporation (or to the legal representative thereof) any and all expenses (including, without limitation, attorneys' fees and disbursements and court costs) reasonably incurred by such person in respect of any proceeding to which such person (or a person of whom such person is a legal representative) is made a party or threatened to be made a party by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, partner, member, employee, other fiduciary or agent of another corporation or a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans or public service or charitable organizations; provided, however, that, to the extent the DGCL requires, the payment of such expenses in advance of the final disposition of the proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified against such expense under this Article V or otherwise. The Corporation by provision in its Bylaws or by agreement may accord any such person the right to, or regulate the manner of providing to any such person, such advancement of expenses to the fullest extent permitted by the DGCL.

(d) The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(e) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the DGCL.

(f) For purposes of this Article V, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director,

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officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(g) For purposes of this Article V, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation", as referred to in this Article V.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI

Liability of a Director

SECTION 6.1. Director Liability. (a) To the fullest extent permitted by the DGCL, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the DGCL hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of directors shall be eliminated or limited to the fullest extent authorized by the DGCL, as so amended.

(b) Any repeal or modification of this Article VI shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

Management of the Affairs of the Corporation

SECTION 7.1. Management of the Affairs of the Corporation. (a) The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all the powers of the Corporation and do all such lawful acts and things that are not conferred upon or reserved to the stockholders by law, by this Certificate of Incorporation or by the Bylaws of the Corporation.

(b) Election of directors of the Corporation need not be by written ballot, except and to the extent provided in the Bylaws of the Corporation.

(c) The following provisions are inserted for the limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(i) In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation, without the assent or vote of the stockholders, in any manner not inconsistent with the laws of the DGCL or this Certificate of Incorporation. The affirmative vote of holders of at least 66-2/3% of the outstanding shares of the Corporation then entitled to vote generally in the election of directors shall be required in order for the stockholders of the Corporation to make, repeal, alter, amend or rescind any of the Bylaws of the Corporation.

(ii) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The term of the initial Class I directors shall terminate on the date of the 2005 annual meeting of stockholders; the term of the initial Class II directors shall terminate on the date of the 2006 annual meeting of stockholders; and the term of the initial Class III directors shall terminate on the date of the 2007 annual meeting of stockholders. At each annual meeting of stockholders beginning in 2005, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

The term of a director elected by stockholders to fill a newly created directorship or other vacancy shall expire at the same time as the terms of the other directors of the class for which the new directorship is created or in which the vacancy occurred. Any vacancy on the Board of Directors that results from an increase in the number of directors and any other vacancy occurring on the Board of Directors, howsoever resulting, may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director so elected by the Board of Directors to fill a vacancy shall hold office for a term that shall coincide with the term of the class to which such director shall have been elected.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of preferred stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate of Incorporation or the resolution or resolutions adopted by the Board of Directors pursuant to Section 4.3 applicable thereto,

and such directors so elected shall not be divided into classes pursuant to this Section 7.1(c), unless expressly provided by such terms.

(iii) Except as otherwise provided in the 2004 Securityholder Agreement dated as of the date of the prospectus for the Corporation's initial public offering, among the Corporation and the other parties signatory thereto, any or all of the directors of the Corporation may be removed from office at any time by the stockholders of the Corporation, but only for cause and only by the affirmative vote of the holders of a majority of the outstanding shares of the Corporation then entitled to vote generally in the election of directors, considered for purposes of this paragraph as one class.

(iv) Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken only upon the vote of the stockholders at an annual or special meeting duly noticed and called, as provided in the Bylaws of the Corporation, and may not be taken by a written consent of the stockholders pursuant to the DGCL.

(v) Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board of Directors or the Chairman of the Board of Directors. Special meetings of the stockholders of the Corporation may not be called by any other person or persons.

(vi) Advance notice of stockholder nominations for the election of directors and of any other business to be brought before any meeting of the stockholders shall be given in the manner provided in the Bylaws of the Corporation.

SECTION 7.2. Books and Records. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE VIII

Private Property

SECTION 8.1. Private Property. The private property of the stockholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE IX

Amendments

SECTION 9.1. Amendment of Certificate of Incorporation. Anything in this Certificate of Incorporation to the contrary notwithstanding, the affirmative vote of holders of at least 66-2/3% of the outstanding shares of common stock shall be required to amend, adopt or repeal any provision contained in this Certificate of Incorporation.

This Fifth Restated Certificate of Incorporation shall become effective upon the filing thereof with the Secretary of State of the State of Delaware, except as follows: (a) the deletion of Section 4.3 (and related definitions), and the amendment and restatement of Article IX, of the

Fourth Restated Certificate of Incorporation shall become effective upon the conversion of all the outstanding Series A Convertible Preferred Stock in accordance with the terms of such Section 4.3, and (b) in the event that the Corporation's initial public offering shall be abandoned by the Board of Directors, upon such abandonment, this Fifth Restated Certificate of Incorporation shall be abandoned and the Fourth Restated Certificate of Incorporation shall thereafter be and remain in effect in its entirety."

IN WITNESS WHEREOF, ENERSYS has caused this certificate to be signed by John D. Craig, its Chief Executive Officer, and attested by Richard W. Zuidema, its Secretary, this ____ day of July, 2004.

ENERSYS

By: _____
Name: John D. Craig
Title: Chief Executive Officer

Attest:

Name: Richard W. Zuidema
Title: Secretary

BYLAWS

OF

ENERSYS

ARTICLE I

OFFICES

SECTION 1. *Registered Office.* The address of the registered office of EnerSys (the "Corporation") in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

SECTION 2. *Other Offices.* The Corporation may also have an office or offices at any other place or places within or without the State of Delaware.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. *Annual Meetings.* The annual meeting of the stockholders for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held at such place, either within or without the State of Delaware, on such date and at such hour as shall be fixed by resolution of the Board of Directors of the Corporation (the "Board") and designated in the notice or waiver of notice thereof.

SECTION 2. *Special Meetings.* A special meeting of the stockholders for any purpose or purposes may be called only by the Board or the Chairman of the Board of the Corporation, to be held at such place, within or without the State of Delaware, on such date and at such hour as shall be designated in the notice or waiver of notice thereof.

SECTION 3. *Notice of Meetings.* Written notice of all meetings of stockholders stating the place, date and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given in accordance with Article VIII. Unless otherwise required by applicable law, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting.

SECTION 4. *Fixing Date for Determination of Stockholders of Record.* In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than 60, nor less than 10, days before the date of such meeting. If no record date is fixed by the Board, then the record date shall be as provided by applicable law. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

SECTION 5. *Organization.* Meetings of stockholders shall be presided over by such person as the Board may designate, or, in the absence of such a person, the Chairman of the Board. Such person shall be chairman of the meeting and shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as is determined by him to be in order. The Secretary of the Corporation shall act as secretary of the

meeting, but in such person's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 6. *Adjournments.* When a meeting is adjourned to another date, hour or place, notice need not be given of the adjourned meeting if the date, hour and place thereof are announced at the meeting at which the adjournment is taken. If the adjournment is for more than 30 calendar days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting. At the adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

When any meeting is convened the presiding officer, if directed by the Board, may adjourn the meeting if (a) no quorum is present for the transaction of business, or (b) the Board determines that adjournment is necessary or appropriate to enable the stockholders (i) to consider fully information that the Board determines has not been made sufficiently or timely available to stockholders or (ii) otherwise to exercise effectively their voting rights.

SECTION 7. *Quorum.* Except as otherwise provided by law or the Certificate of Incorporation, whenever a class of stock of the Corporation is entitled to vote as a separate class, or whenever classes of stock of the Corporation are entitled to vote together as a single class, on any matter brought before any meeting of the stockholders, whether annual or special, holders of shares entitled to cast a majority of the votes entitled to be cast by all the holders of the shares of stock of such class voting as a separate class, or classes voting together as a single class, as the case may be, outstanding and entitled to vote thereat, present in person or by proxy, shall constitute a quorum at any such meeting of the stockholders. If, however, such quorum shall not be present or represented at any such meeting of the stockholders, the stockholders entitled to vote thereat may adjourn the meeting from time to time in accordance with Section 6 of this Article II until a quorum shall be present or represented. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity.

SECTION 8. *Voting.* Except as provided in Section 4 of Article III, directors shall be elected by a plurality of the votes of the shares present in person or by proxy at a meeting and entitled to vote on the election of directors. Except as otherwise provided by law or the Certificate of Incorporation or these Bylaws, when a quorum is present with respect to any matter brought before any meeting of the stockholders, the vote of the holders of shares entitled to cast a majority of the votes entitled to be cast by all the holders of shares present in person or by proxy and entitled to vote on such matter shall decide any such matter (other than the election of directors). Except as otherwise provided by law or the Certificate of Incorporation or these Bylaws, each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder.

SECTION 9. *Proxies.* Each stockholder entitled to vote at a meeting of stockholders may authorize another Person or Persons to act for such stockholder by proxy. Such proxy shall be filed with the Secretary before such meeting of stockholders, at such time as the Board may require. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

SECTION 10. *Notice of Stockholder Business; Nominations.*

(a) *Annual Meeting of Stockholders.*

(i) Nominations of persons for election to the Board at an annual meeting and the proposal of any other business to be considered by the stockholders at an annual meeting shall be made solely (A) as specified in the Corporation's notice of such meeting (or any supplement thereto), (B) otherwise by or at the direction of the Board (or any duly authorized committee thereof), or (C) by any stockholder of the Corporation that was a stockholder of record at the time of giving the notice provided for in this Section 10, who is entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 10.

(ii) For nominations for director or any other business to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of subparagraph (a)(i) of this Section 10, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, and such proposed business, other than nominations of persons for election to the Board, must constitute a proper matter for stockholder action. To be timely, a stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth day, nor earlier than the close of business on the one hundred twentieth day, prior to the anniversary of the next preceding annual meeting; *provided, however*, that (A) in the event that the date of the annual meeting is more than 30 days before or after such anniversary date, or (B) in the case of the annual meeting of stockholders held during the 2005 fiscal year of the Corporation, to be timely notice by the stockholder must be so delivered not later than the close of business on the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period (or extend any time period) of the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposes to nominate for election, or re-election, as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at such meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (2) the class and number of shares of capital stock of the Corporation that are owned beneficially and held of record by such stockholder and such beneficial owner, (3) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (4) a description of all arrangements or understandings between such stockholder and beneficial owner, if any, and any other Person or Persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business, and (5) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group that intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements shall be deemed satisfied by a stockholder if the stockholder has

notified the Corporation of its intention to present a proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(iii) Anything in the second sentence of subparagraph (a)(ii) of this Section 10 to the contrary notwithstanding, in the event that the number of directors to be elected to the Board is increased and there is no public announcement by the Corporation naming all the nominees for director or specifying the size of the increased Board at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the principal executive office of the Corporation not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

(b) *Special Meetings of Stockholders.* Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting solely (i) by or at the direction of the Board of Directors or (ii) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation that was a stockholder of record at the time of giving the notice provided for in this Section 10, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 10. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be), for election to such positions as specified in the Corporation's notice of meeting, if the stockholder's notice required by subparagraph (a) (ii) of this Section 10 shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than the one hundred twentieth day prior to such special meeting and not later than the close of business on the later of the ninetieth day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) of the giving of a stockholder's notice as described above.

(c) *General.*

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 10 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 10. Except as otherwise provided by law or these Bylaws, the chairman of the meeting shall have the power and duty to finally determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 10 and, if any proposed nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded.

(ii) For purposes of this Section 10, the term "*Public Announcement*" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(iii) Notwithstanding the foregoing provisions of this Section 10, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 10. Nothing in this Section 10 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. *General Powers.* The business and affairs of the Corporation shall be managed by the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation directed or required to be exercised or done by the stockholders. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director.

SECTION 2. *Number and Term of Office.* Subject to the rights, if any, of holders of preferred stock of the Corporation, the Board shall consist of not less than three nor more than eleven members, the exact number of which shall be fixed from time to time by the Board. The Board shall designate the directors to serve as initial Class I, Class II and Class III directors upon the effectiveness of the related provisions of the Fifth Restated Certificate of Incorporation. None of the directors need be stockholders of the Corporation.

SECTION 3. *Resignation; Vacancies; Removal.* Any director may resign at any time by giving written notice to the Board, the Chairman of the Board or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time is not specified, upon receipt by the Corporation thereof; and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Vacancies occurring in the Board for any reason and newly created directorships may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy shall hold office for a term that shall coincide with the term of the class to which such director shall have been elected.

Any director may be removed as provided in the DGCL, the Certificate of Incorporation or the 2004 Securityholder Agreement.

SECTION 4. *Meetings.* (a) *Annual Meetings.* As soon as practicable after each annual election of directors, the Board shall meet for the purpose of organization and the transaction of other business, unless it shall have transacted all such business by written consent pursuant to Section 5 of this Article III.

(b) *Other Meetings.* Other meetings of the Board shall be held at such times as the Board or the Chairman of the Board shall from time to time determine.

(c) *Notice of Meetings.* The Secretary shall give notice to each director of each special meeting at least one business day prior thereto, which notice shall state the time, place and purpose of such meeting. Notice of each such meeting shall be given to each director prior to such meeting.

(d) *Place of Meetings.* The Board may hold its meetings at such place or places, within or without the State of Delaware, as the Board or the Chairman of the Board may from time to time determine, or as shall be designated in the respective notices or waivers of notice thereof.

(e) *Quorum and Manner of Acting.* A majority of the total number of directors (but not less than one) shall constitute a quorum for the transaction of business at any meeting of the Board, and the vote of a majority of those directors present at any such meeting at which a quorum is present shall

be necessary for the passage of any resolution or act of the Board, except as otherwise expressly required by law or these Bylaws. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present.

(f) *Organization.* At each meeting of the Board, one of the following shall act as chairman of the meeting and preside, in the following order of precedence:

- (i) the Chairman of the Board;
- (ii) the Vice Chairman of the Board; or
- (iii) any director chosen by a majority of the directors present.

The Secretary or, in the case of his absence, any person (who shall be an Assistant Secretary, if an Assistant Secretary is present) whom the chairman shall appoint shall act as secretary of such meeting and keep the minutes thereof.

SECTION 5. *Directors' Consent in Lieu of Meeting.* Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings (including a true and correct copy of all documents referred to therein) are filed with the minutes of the proceedings of the Board or committee.

SECTION 6. *Action by Means of Telephone or Similar Communications Equipment.* Any one or more members of the Board, or of any committee thereof, may participate in a meeting of the Board or any such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

SECTION 7. *Committees.* The Board may, by resolution passed by a majority of the Board, designate one or more committees, each committee to consist of one or more directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee or such other resolution as shall have been adopted by the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board when required.

SECTION 8. *Compensation of Directors.* Directors, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board.

SECTION 9. *Reliance Upon Books and Records.* A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

OFFICERS

SECTION 1. *Executive Officers.* The executive officers of the Corporation shall be a Chairman of the Board, a Vice Chairman of the Board, a Chief Executive Officer, a Chief Financial Officer, a Treasurer and a Secretary and may include one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. Any two or more offices may be held by the same person.

SECTION 2. *Authority and Duties.* All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws or, to the extent not so provided, by resolution of the Board.

SECTION 3. *Term of Office, Resignation and Removal.* (a) All officers shall be elected or appointed by the Board and shall hold office for such term as may be determined by the Board. Each officer shall hold office until his successor has been elected or appointed and qualified or his earlier death or resignation or removal in the manner hereinafter provided. The Board may require any officer to give security for the faithful performance of his duties.

(b) Any officer may resign at any time by giving written notice to the Board or to the Chairman of the Board or the Secretary of the Corporation, and such resignation shall take effect at the time specified therein or, if the time when it shall become effective is not specified therein, at the time it is accepted by action of the Board. Except as aforesaid, acceptance of such resignation shall not be necessary to make it effective.

(c) All officers shall be subject to removal, with or without cause, at any time by the Board. The Board may, from time to time, delegate the powers and duties of any officer to any other officer or agent of the Corporation.

SECTION 4. *Vacancies.* Any vacancy occurring in any office of the Corporation, for any reason, shall be filled by action of the Board. Any officer appointed or elected by the Board to fill any vacancy shall serve only until such time as the unexpired term of his predecessor expires unless reelected or reappointed by the Board.

SECTION 5. *Chairman of the Board.* The Chairman of the Board shall have the power to call special meetings of the stockholders, to call special meetings of the Board and to preside at all meetings of the stockholders and all meetings of the Board.

SECTION 6. *Vice Chairman of the Board.* The Vice Chairman of the Board shall perform such duties as the Board or the Chairman of the Board shall prescribe, and in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board.

SECTION 7. *Chief Executive Officer.* The Chief Executive Officer shall be the chief executive officer of the Corporation and shall have general and active management and control of the business and affairs of the Corporation subject to the control of the Board, and shall see that all orders and resolutions of the Board are carried into effect.

SECTION 8. *Chief Financial Officer.* The Chief Financial Officer shall be the chief financial officer of the Corporation and shall perform such duties as the Board shall prescribe.

SECTION 9. *Vice Presidents.* Vice Presidents, if any, in order of their seniority or in any other order determined by the Board, shall generally assist the Chief Executive Officer and perform such other duties as the Board or the Chief Executive Officer shall prescribe, and in the absence or disability of the Chief Executive Officer, perform the duties and exercise the powers of the Chief Executive Officer.

SECTION 10. *Treasurer.* The Treasurer, if any, shall have the care and custody of all the funds of the Corporation and shall deposit the same in such banks or other depositories as the Board, or any officer or officers, or any officer and agent jointly, duly authorized by the Board, shall, from time to time, direct or approve. He shall disburse the funds of the Corporation under the direction of the Board or the Chief Executive Officer. He shall keep a full and accurate account of all moneys received and paid on account of the Corporation and shall render a statement of his accounts whenever the Board shall require. He shall perform all other necessary acts and duties in connection with the administration of the financial affairs of the Corporation and shall generally perform all the duties usually appertaining to the office of treasurer of a corporation.

SECTION 11. *Assistant Treasurers.* Assistant Treasurers, if any, in order of their seniority or in any other order determined by the Board, shall generally assist the Treasurer and perform such other duties as the Board or the Treasurer shall prescribe, and, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer.

SECTION 12. *Secretary.* The Secretary shall, to the extent requested by the Board, attend all meetings of the Board and all meetings of the stockholders and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for any standing committees when required. He shall give or cause to be given notice of all meetings of the stockholders and of the Board, and shall perform such other duties as may be prescribed by the Board or the Chief Executive Officer, under whose supervision he shall act. He shall keep in safe custody the seal of the Corporation and affix the same to any duly authorized instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary, or an Assistant Treasurer. He shall keep in safe custody the certificate books and stockholder records and such other books and records as the Board may direct and shall perform all other duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board.

SECTION 13. *Assistant Secretaries.* Assistant Secretaries, if any, in order of their seniority or in any other order determined by the Board, shall generally assist the Secretary and perform such other duties as the Board or the Secretary shall prescribe, and, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary.

ARTICLE V

INDEMNIFICATION

SECTION 1. *Indemnification.* (a) The Corporation shall, to the fullest extent permitted by the DGCL, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall, to the fullest extent permitted by the DGCL, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) The Corporation may (and shall, with respect to any director, officer or employee who is a beneficiary of any directors and officers insurance or indemnity policy maintained from time to time by the Corporation or any of its subsidiaries), to the fullest extent permitted by the DGCL, advance to any person who is or was a director, officer, employee or agent of the Corporation (or to the legal representative thereof) any and all expenses (including, without limitation, attorneys' fees and disbursements and court costs) reasonably incurred by such person in respect of any proceeding to which such person (or a person of whom such person is a legal representative) is made a party or threatened to be made a party by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, partner, member, employee, other fiduciary or agent of another corporation or a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans or public service or charitable organizations; *provided, however*, that, to the extent the DGCL requires, the payment of such expenses in advance of the final disposition of the proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified against such expense under this Article V or otherwise. The Corporation by provision in these Bylaws or by agreement may accord any such person the right to, or regulate the manner of providing to any such person, such advancement of expenses to the fullest extent permitted by the DGCL.

(d) The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any other bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(e) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the DGCL.

(f) For purposes of this Article V, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had

power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(g) For purposes of this Article V, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation", as referred to in this Article V.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 1. *Execution of Documents.* The Board (or any duly authorized committee thereof to the extent permitted by law) shall designate the officers, employees and agents of the Corporation who shall have power to execute and deliver deeds, contracts, mortgages, bonds, debentures, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation, and each such officer, employee and agent, without further action by the Board, may delegate such power (including authority to redelegate) in writing, to other officers, employees or agents of the Corporation; and, unless so designated or expressly authorized by these Bylaws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

SECTION 2. *Deposits.* All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board, or any officer of the Corporation to whom power in this respect shall have been given by the Board, shall direct.

SECTION 3. *Proxies in Respect of Stock or other Securities of Other Corporations.* The Board shall designate the officers of the Corporation who shall have authority from time to time to appoint an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights that the Corporation may have as the holder of stock or other securities in any other corporation, and to vote or consent in respect of such stock or securities. Such designated officers may instruct the person or persons so appointed as to the manner of exercising such powers and rights, and such designated officers may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, such written proxies, powers of attorney or other instruments as they may deem necessary or proper in order that the Corporation may exercise such powers and rights.

ARTICLE VII

SHARES AND TRANSFER OF SHARES

SECTION 1. *Certificates for Shares.* Every owner of shares of stock of the Corporation shall be entitled to have a certificate certifying the number and class of shares of stock of the Corporation owned by him, which certificate shall be in such form as may be prescribed by the Board. Certificates shall be issued in consecutive order and shall be numbered in the order of their issue, and shall be signed by or in the name of, the Corporation by the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive or a Vice President and by the Secretary, Treasurer or an Assistant Secretary. Such signatures shall be in such form as may be prescribed by the Board.

SECTION 2. *Stock Ledger.* A stock ledger in one or more counterparts shall be kept, in which shall be recorded the name of each Person owning the shares evidenced by each certificate for stock of the Corporation issued, the number of shares of stock evidenced by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. Except as otherwise expressly required by law, the person in whose name shares of stock stand on the stock ledger of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 3. *Transfer of Stock.* (a) The transfer of shares of stock and the certificates evidencing such shares of stock of the Corporation shall be governed by Article 8 of Subtitle I of Title 6 of the Delaware Code (the Uniform Commercial Code), as amended from time to time.

(b) Registration of transfers of shares of stock of the Corporation shall be made only on the books of the Corporation upon request of the registered holder thereof, or of his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and upon the surrender of the certificate or certificates for such shares of stock properly endorsed or accompanied by a stock power duly executed.

SECTION 4. *Addresses of Stockholders.* Each stockholder shall designate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be given to it, and, if any stockholder shall fail to so designate such an address, corporate notices may be given to it at its post office address, if any, as the same appears on the share record books of the Corporation or at its last known post office address.

SECTION 5. *Lost, Destroyed and Mutilated Certificates.* A holder of any shares of stock of the Corporation shall promptly notify the Corporation of any loss, destruction or mutilation of any certificate or certificates evidencing all or any such shares of stock. The Board may, in its discretion, cause the Corporation to issue a new certificate in place of any certificate theretofore issued by it and alleged to have been mutilated, lost, stolen or destroyed, upon the surrender of the mutilated certificates or, in the case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction, and the Board may, in its discretion, require the owner of the lost or destroyed certificate or its legal representative to give the Corporation a bond sufficient to indemnify the Corporation against any claim made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 6. *Regulations.* The Board may make such rules and regulations as it may deem expedient, not inconsistent with these Bylaws, concerning the issue, transfer and registration of certificates for stock of the Corporation.

ARTICLE VIII

MISCELLANEOUS

SECTION 1. *Notice.* Except as otherwise required by law, all notices required to be given pursuant to these Bylaws shall be in writing and may be effectively given by hand delivery, first class mail (postage prepaid), prepaid overnight courier, facsimile transmission or electronic mail. Any such notice shall be addressed to the Person to whom notice is to be given at such Person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) if by hand delivery, when received by the Person to whom notice is to be given or by any Person accepting such notice on behalf of such Person, (b) if by mail, on the fourth business day after being deposited in first class mail, (c) if by overnight courier, on the first business day after being dispatched, (d) if by facsimile transmission, when directed to a number at which the Person to whom notice is to be given has consented to receive notice by facsimile transmission; or (e) if by electronic mail, when directed to an electronic mail address at which the Person to whom notice is to be given has consented to receive notice by electronic mail. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of facsimile transmission or electronic mail consented to by the stockholder to whom the notice is to be given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by facsimile transmission or electronic mail two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes actually known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other Person responsible for the giving of notice; *provided, however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. An affidavit of the Secretary or an Assistant Secretary of the Corporation or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of facsimile transmission or electronic mail shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

SECTION 2. *Waiver of Notice.* Whenever notice is required to be given under any provision of these Bylaws, a written waiver of notice, signed by the Person entitled to notice, or waiver by facsimile transmission or electronic mail by such Person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a Person at a meeting shall constitute a waiver of notice of such meeting, except when the Person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

SECTION 3. *Seal.* The Board may provide a corporate seal, which shall be in the form of a circle and shall bear the full name of the Corporation and the words and figures "CORPORATE SEAL 2000 DELAWARE".

SECTION 4. *Fiscal Year.* The fiscal year of the Corporation shall end on March 31 of each year, unless changed by resolution of the Board.

SECTION 5. *Definition.* For purposes of these Bylaws:

"Person" means an individual, a partnership, a joint venture, a corporation, an association, a trust, an estate or other entity or organization, including a government or any department or agency thereof.

"2004 Securityholder Agreement" means the 2004 Securityholder Agreement dated as of the date thereof, among the Corporation and the other parties signatory thereto.

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, either by the Board or by the stockholders of the Corporation upon the affirmative vote of the holders of at least $66\frac{2}{3}\%$ of the outstanding capital stock entitled to vote thereon.

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NUMBER
E



SHARES

COMMON STOCK

ENERSYS
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS

**THIS CERTIFICATE IS TRANSFERABLE IN THE CITY OF NEW YORK
OR IN CLEVELAND, OHIO**

This Certifies that

CUSIP _____

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF \$0.01 PAR VALUE COMMON STOCK OF
ENERSYS

transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney on surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: _____
Secretary [Seal] President
Countersigned and Registered: NATIONAL CITY BANK (Cleveland, Ohio)
By: _____ Transfer Agent and Registrar Authorized Signature

ENERSYS

EnerSys will furnish to any shareholder, upon request and without charge, a full statement of the designations, relative rights, preferences and limitations of the shares of each class of common stock which it is authorized to issue, and the designation, relative rights, preferences and limitations of each series of any class of preferred stock which it is authorized to issue. Such request should be addressed to the Secretary of EnerSys at 2366 Bernville Road, Reading, PA 19605 or to the Transfer Agent named on the face of this Certificate.

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as though they were written out in full according to applicable laws or regulations;

TEN COM - as tenants in common UNIF GIFT MIN Custodian
ACT- (Cust) (Minor)
under Uniform Gifts to Minors
Act (State)
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF TRANS MIN Custodian
ACT- (Cust) (Minor)
under Uniform Transfers to Minors
Act (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

Please Print or Typewrite Name and Address Including Postal Zip Code of Assignee

_____ shares of common stock

represented by the within Certificate, and to hereby irrevocably constitute and appoint

Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated: _____ Signature _____

SIGNATURE(S) GUARANTEED:

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION
(BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH
MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM),
PURSUANT TO S.E.C. RULE 17Ad-15.

NOTICE: The Signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, without alteration or enlargement or any change whatever.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN, MUTILATED OR DESTROYED, THE CORPORATION WILL REQUIRE A BOND OF INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

2004 SECURITYHOLDER AGREEMENT dated as of _____, 2004, among ENERSYS, a Delaware corporation (the "Company"), and each of the other parties signatory hereto.

WHEREAS, the Company, the MSCP Securityholders and certain members of management of the Company entered into a Shareholder Agreement dated as of November 9, 2000 (the "2000 Shareholder Agreement"), with respect to certain matters related to the Company and its equityholders, and the 2000 Shareholder Agreement was amended and restated as of March 22, 2002 (the "2002 Securityholder Agreement"); and, the parties hereto desire to amend and restate the 2002 Securityholder Agreement with respect to certain matters related to the Company and certain of its equityholders;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained, the parties hereto agree to amend and restate the 2002 Securityholder Agreement in its entirety as follows:

ARTICLE I CERTAIN DEFINITIONS

SECTION 1.1. *Definitions.* For the purposes of this Agreement, the following terms have the following meanings:

"*Affiliate*", with respect to any Person, means any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" or "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"*beneficial owner*" or "*beneficially own*" has the meaning given such term in Rule 13d-3 under the 1934 Act; *provided, however*, that for purposes of this Agreement, all Securities owned by a MSCP Securityholder that are beneficially owned by Metalmark shall also be deemed to be beneficially owned by such MSCP Securityholder.

"*Board of Directors*" means the Board of Directors of the Company.

"*Business Day*" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or obligated to be closed in New York City.

"*Capital*" means EnerSys Capital Inc., a Delaware corporation.

"*Cashless Exercise*" means an exercise of vested Options outstanding under the MEP through (a) the delivery of irrevocable instructions to a broker to make a Sale of a number of Shares issuable upon the partial exercise of such Options that results in proceeds thereon in an amount required to pay the aggregate exercise price for all the Shares underlying such vested Options being so exercised (and any required withholding tax) and to deliver such proceeds to the Company in satisfaction of such aggregate exercise price or (b) any other surrender to the Company of Shares issuable upon the partial exercise of such Options or vested Options outstanding under the MEP to satisfy the applicable aggregate exercise price (and any withholding tax) required to be paid upon such exercise.

"*CEO Employment Agreement*" means the Employment Agreement dated as of November 9, 2000, between Yuasa Inc., a Pennsylvania corporation, and John D. Craig.

"*Chief Executive Officer*" means the Chief Executive Officer of the Company.

"*Co-Investor*" means a "Purchaser" as defined in the 2002 Co-Investor Stock Purchase Agreement.

"*Commission*" means the Securities and Exchange Commission, and any successor commission or agency having similar powers.

"Common Stock" means any of the Common Stock of the Company.

"Company" means EnerSys, a Delaware corporation, and any successor thereto, whether by merger or otherwise.

"Encumbrance" means any lien, security interest, pledge, claim, option, right of first refusal, marital right or other encumbrance with respect to any Share.

"EnerSys Delaware" means EnerSys Delaware, Inc., a Delaware corporation.

"First Anniversary" means the first anniversary of the 2004 Closing.

"Independent Counsel" means legal counsel of national reputation that has had no material client relationship with the Company or any MSCP Securityholder or MSGEM Securityholder or any employee of the Company within the three-year period prior to any date of determination.

"Initial Management Securityholder" means any of John D. Craig, Charles K. McManus, John A. Shea, Richard W. Zuidema or Michael T. Phillion.

"Management Securityholder" means any of John D. Craig, Michael T. Phillion, Richard W. Zuidema, Charles K. McManus, John A. Shea, Raymond Kubis and Cheryl Diuguid, and such other Persons as are designated as "Management Securityholders" by the compensation committee of the Board of Directors in consultation with the Chief Executive Officer from time to time, whether or not any such Securityholder is then employed by the Company (and excluding any such Person as is designated from time to time by such committee in consultation with the Chief Executive Officer).

"MEP" means the Management Equity Plan of the Company, as amended, from time to time.

"Metalmark" means Metalmark Capital LLC, a Delaware limited liability company.

"MSCP IV" means Morgan Stanley Dean Witter Capital Partners IV, L.P., a Delaware limited partnership.

"MSCP Securityholder" means MSCP IV, MSDW IV 892 Investors, L.P., a Delaware limited partnership, or Morgan Stanley Dean Witter Capital Investors IV, L.P., a Delaware limited partnership.

"MSGEM Securityholder" means Morgan Stanley Global Emerging Markets Private Investment Fund, L.P., a Delaware limited partnership, or Morgan Stanley Global Emerging Markets Private Investors, L.P., a Delaware limited partnership.

"1933 Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"1934 Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Option" means a Rollover Option, Service Option or Performance Option.

"Option Value" means, as of any date of determination and with respect to any Security that is an Option, an amount equal to (a) the 20-Day Average Price, as of such date of determination, minus (b) the applicable exercise price of such Option.

"outstanding", with respect to any Securities, means, as of any date of determination, all Securities that have been issued on or prior to such date, other than Securities repurchased or otherwise reacquired by the Company, or any controlled Affiliate thereof, on or prior to such date.

"Owned Equity and Rollover Shares" means, with respect to a Management Securityholder, the number of Shares equal to (a) the total number of Shares owned by such Management

Securityholder and issued to such Person pursuant to any reclassification, stock split or conversion of capital stock of the Company in connection with the 2004 IPO that were owned by such Person on November 9, 2000, plus (b) the total number of Shares issuable to such Person upon the exercise of Rollover Options owned by such Person immediately prior to the 2004 Closing. The number of such Shares and Rollover Options owned by each Management Securityholder immediately prior to the 2004 Closing is as set forth on the 2004 Effective Date Award Summary approved by the compensation committee.

"*Owned Service and Performance Shares*" means, with respect to a Management Securityholder, the total number of Shares issued to a Management Securityholder upon the exercise of Service Options and Performance Options owned by such Person immediately prior to the 2004 Closing. The number of such Service Options and Performance Options owned by each Management Securityholder immediately prior to the 2004 Closing is as set forth on the 2004 Effective Date Award Summary approved by the compensation committee.

"*Permitted Transferee*" means any Person with respect to which the Board of Directors shall have adopted a resolution (which shall have been approved by at least one director who is an employee of any of the MSCP Securityholders or Metalmark or any Affiliate thereof, or, if there are no such directors, a MSCP Designee if there is any such director) stating that the Board of Directors has no objection if a Sale of Securities is made to such Person.

"*Person*" means an individual, a partnership, a joint venture, a corporation, an association, a trust, an individual retirement account or any other entity or organization, including a government or any department or agency thereof.

"*Public Offering*" means an underwritten public offering of equity securities of the Company pursuant to an effective registration statement on a Form S-1, S-2 or S-3 (or comparable successor forms) under the 1933 Act.

"*Realized Value*" means, as of any date of determination and with respect to any Management Securityholder, the sum of (a) the aggregate gross proceeds realized upon all Sales of Securities that are Shares prior to such date of determination (including, without limitation, and for the avoidance of doubt, the gross proceeds delivered to the Company in connection with clause (a) of the definition of Cashless Exercise) and (b) the aggregate gross proceeds that would have been realized by such Management Securityholder upon a Sale for cash of any Shares surrendered pursuant to clause (b) of the definition of Cashless Exercise prior to such date of determination and (c) the product of (i) the aggregate number of Securities that are Shares with respect to which such Management Securityholder has granted a consensual Encumbrance prior to such date of determination and (ii) the 20-Day Average Price, as of such date of encumbrance.

"*Registrable Shares*" means, with respect to each Securityholder, (a) Shares held by such Securityholder that are outstanding at the 2004 Closing (other than Shares acquired in the 2004 IPO); (b) Shares issued to such Management Securityholder pursuant to the MEP; and (c) any Shares issued or issuable in respect of Shares referred to in clauses (a) or (b) above by way of a stock dividend or a stock split or in connection with a combination or subdivision of shares, reclassification, recapitalization, merger, consolidation or other reorganization of the Company. As to any particular Registrable Shares that have been issued, such securities shall cease to be Registrable Shares when (i) a registration statement with respect to the sale of such securities shall have become effective under the 1933 Act and such securities shall have been disposed of under such registration statement, (ii) they shall have been distributed to the public pursuant to Rule 144, (iii) they shall have been otherwise transferred or disposed of, and new certificates therefor not bearing a legend to the effect set forth in the first paragraph of the form of legend required by Section 3.2(a) restricting further transfer shall have been delivered by the Company, and subsequent transfer or disposition of them shall not require their registration or qualification

under the 1933 Act or any similar state law then in force or (iv) they shall have ceased to be outstanding.

"*Registration Expenses*" means all out-of-pocket expenses incident to the Company's performance of or compliance with Article IV, including, without limitation, all registration and filing fees (including filing fees with respect to the National Association of Securities Dealers, Inc.), all fees and expenses of complying with state securities or "blue sky" laws (including reasonable fees and disbursements of underwriters' counsel in connection with any "blue sky" memorandum or survey), all printing expenses, all listing fees, all registrars' and transfer agents' fees, all "road show" expenses of the Company and the underwriters, the fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits and/or "cold comfort" letters required by or incident to such performance and compliance, the reasonable fees and disbursements of one outside counsel retained by the holders of Registrable Shares being registered (which counsel shall be satisfactory to the holders of a majority of the shares of Registrable Shares being registered), but excluding underwriting discounts and commissions and applicable transfer taxes, if any, which shall be borne by the sellers of the Registrable Shares being registered in all cases.

"*Restricted Shares*" means all Shares other than (a) Shares that have been registered under a registration statement pursuant to the 1933 Act, (b) Shares with respect to which a Sale has been made in reliance on and in accordance with Rule 144 or other applicable exemption from registration under the 1933 Act or (c) Shares with respect to which the holder thereof shall have delivered to the Company either (i) an opinion, in form and substance satisfactory to the Company, of counsel, who shall be satisfactory to the Company, or (ii) a "no action" letter from the Commission, to the effect that subsequent transfers of such Shares may be effected without registration under the 1933 Act.

"*Rule 144*" means Rule 144 (or any successor provision) under the 1933 Act.

"*Sale*" means (including with correlative meanings, the terms "*Sell*" or "*Sold*") any sale, assignment, transfer, distribution (whether by a partnership to any of its partners or otherwise) or other disposition of Securities or of a participation therein (including entering into any derivative transaction with respect thereto).

"*Second Anniversary*" means the second anniversary of the 2004 Closing.

"*Securities*" means Shares or options issued pursuant to the MEP that, in either case, are held by a Securityholder at the 2004 Closing, and any Shares issued after the 2004 Closing pursuant to such options; *provided, however*, that Shares acquired by any Person in the 2004 IPO shall not be deemed to be Securities for purposes of this Agreement.

"*Share*" means any share of Common Stock.

"*Securityholder*" means each Person (other than the Company) holding Securities of the Company that is a party to this Agreement, so long as such Person shall beneficially own any Securities (whether or not any such Person owns any Securities on the date hereof) and shall not have disposed of any such Securities in contravention of any provision hereof or, to the extent applicable to such Securityholder, of the MEP.

"*Third Anniversary*" means the third anniversary of the 2004 Closing.

"*Third Party*" means, with respect to any Securityholder, any other Person, other than the Company and its subsidiaries or any Affiliate of such Securityholder.

"*2002 Co-Investor Closing*" means the purchase of securities of the Company by the Co-Investors on May 3, 2002.

"2002 Co-Investor Stock Purchase Agreement" means the Stock Purchase Agreement dated as of May 3, 2002, among the Company and the other parties signatory thereto relating to, and providing for, the 2002 Co-Investor Closing.

"2004 Closing" means the closing of the 2004 IPO.

"2004 IPO" means the initial public offering of Shares.

"Unrealized Value" means, as of any date of determination and with respect to any Management Securityholder, the sum of (a) the product of (i) the 20-Day Average Price, as of such date of determination, and (ii) the number of Securities that are Shares that such Management Securityholder owns and has not granted a consensual Encumbrance with respect to, as of such date of determination, and (b) the aggregate Option Value of all Securities that are Options that such Management Securityholder owns, as of such date of determination.

The following terms have the meanings assigned thereto in the MEP: "Rollover Options", "Service Options", "Performance Options", "Cause", "Good Reason", "Permanent Disability" and "Retirement".

ARTICLE II GOVERNANCE AND SECURITYHOLDER MATTERS

SECTION 2.1. *Board of Directors; Committees.* (a) (i) The Board of Directors shall initially consist of seven members, which may be increased, at the discretion of the Board of Directors, from time to time, to not more than nine members; *provided, however*, that, as required by applicable federal or state securities laws or the rules of any stock exchange on which the Shares are traded ("*Applicable Governance Rules*"), the Board of Directors shall, if necessary, be expanded to include such additional independent directors as may be required by such Applicable Governance Rules, with such independent directors to be selected by the Board of Directors.

(ii) The Company shall take, or cause to be taken, such actions as may be required from time to time to establish and maintain audit, compensation and nominating/governance committees of the Board of Directors, as well as such other committees of the board of directors of the Company as the Board of Directors shall determine, having such duties and responsibilities as are customary for such committees. Each such committee shall be comprised of at least three members.

(iii) The Company shall take all actions necessary to cause the board of directors of EnerSys Delaware and Capital to be comprised, at all times, solely of the same individuals as, from time to time, comprise the Board of Directors.

(b) (i) MSCP IV shall, from time to time, be entitled to designate a number of nominees (other than the CEO Designee) for election to the Board of Directors (such nominees designated by MSCP IV, the "*MSCP Designees*"), such that, if elected, such MSCP Designees and all other directors who are MSCP Designees will constitute a majority (or, at its election, any number less than a majority) of the members of the Board of Directors.

(ii) A majority (or, at its election, any number less than a majority) of the members of the compensation and nominating/governance committees shall be directors designated by MSCP IV; *provided, however*, that such number of members as may be required by Applicable Governance Rules shall meet the independence requirements of such Rules.

(iii) Each Securityholder holding Shares shall vote its Shares, and take or cause to be taken such other actions, as may be required from time to time to elect to the Board of Directors (A) the MSCP Designees, and (B) the CEO Designee. Without limiting the generality of the foregoing, at each annual meeting of the stockholders of the Company, and at each special meeting of the stockholders of the Company called for the purpose of electing directors of the Company, and at any time at which the stockholders of the Company have the right to elect directors of the Company, in each such event, the

Securityholders shall vote all Shares owned by them, or take such other actions as shall be necessary, to elect persons as directors of the Company in accordance with the preceding provisions of this Section 2.1(b).

(iv) Each Securityholder shall take all action necessary to remove forthwith any director when such removal is requested for any reason, with or without cause, by the Securityholders or other Person designating the nominee for election as such director pursuant to Section 2.1(b). In the case of the death, resignation or removal as herein provided of any director, each Securityholder shall vote all Shares held by it to elect another person designated by the applicable Securityholders or other Person designating the nominee for election as such director pursuant to Section 2.1(b).

(v) Each Securityholder hereby agrees that it will not vote any of its Shares in favor of the removal of any director that shall have been designated by any other Securityholders or other Person, unless such removal shall be for cause or such other Securityholders or other Person shall have consented to such removal in writing.

(vi) In the event that any Securityholder shall fail to vote the Shares held by it in accordance with Section 2.1(b), such Securityholder shall, upon such failure to so vote, be deemed immediately to have granted to the Person entitled to designate the nominee for election as the director for which such Securityholder shall have failed to vote for such person's election or removal, a proxy to vote its Shares solely for the election of such nominee or the removal of such director, as the case may be. Such Securityholder acknowledges that each such proxy granted hereby, including any successive proxy, if necessary, is being given to secure the performance of an obligation hereunder, is coupled with an interest, and shall be irrevocable until such obligation is performed.

(vii) The Company shall take advantage of the exemptions provided by Section 303A of the New York Stock Exchange Listed Company Manual (the "*Controlled Company Exemption*"), unless and to the extent MSCP IV shall otherwise request.

(c) In the event that Section 2.1(b) shall have terminated, and so long as the MSCP Securityholders, the MSGEM Securityholders and the Co-Investors shall own at least 15% of the outstanding Shares, MSCP IV shall be entitled to designate a number of nominees (rounded to the nearest whole number, but not less than one) for election to the Board of Directors, which when taken together with sitting directors who were designated by MSCP IV, is proportionate to the aggregate percentage of the outstanding Shares held by such MSCP Securityholders, MSGEM Securityholders and the Co-Investors at the time of election of such nominees.

(d) The Company shall designate the Chief Executive Officer as a nominee for election to the Board of Directors (the "*CEO Designee*").

(e) The Company shall take, or cause to be taken, such actions as may be required from time to time, to elect, or cause the respective boards of directors of each of the Company, Capital and EnerSys Delaware to elect, the Chief Executive Officer as Chairman of the Board of each thereof; *provided, however*, that the Company shall not be required to do any thereof to the extent any thereof would, in the opinion of the Board (other than the CEO Designee and the MSCP Designees), based on advice of Independent Counsel who shall be selected by the Board (other than the CEO Designee and the MSCP Designees), be in violation of any Applicable Governance Rules, other laws or the fiduciary duties of the directors of any thereof. Nothing in this Section 2.1(e) shall have any effect on the rights or obligations of the parties under the CEO Employment Agreement.

(f) No Securityholder shall grant any proxy or enter into or agree to be bound by any voting trust with respect to the Shares held by such Securityholder, or enter into any stockholder agreement or arrangement of any kind with any Person with respect to the Shares held by such Person that is, in either case, inconsistent with the terms of this Agreement (whether or not such agreement and arrangement is with other stockholders of the Company that are not parties to this Agreement).

SECTION 2.2. *Observer Rights.* (a) MSCP IV may, at its election and upon written notice to the Company, appoint one nonvoting "observer", who shall (i) be provided by the Company with all notices of meeting, consents, minutes and other written materials that are provided to the Board of Directors of the Company at the same time as such materials are provided to such Board of Directors and (ii) be entitled to attend all meetings of such Board of Directors. The Company shall reimburse MSCP IV (and any subadvisor thereof, including Metalmark) for all travel and lodging expenses in connection with attending any Board of Directors meeting of the Company on the same terms, and subject to the same policies, as shall apply to other directors of the Company. Anything herein to the contrary notwithstanding, neither the Company nor any of its subsidiaries shall be required to disclose any information to MSCP IV, any subadvisor of MSCP IV, or any "observer" appointed pursuant to this Section 2.2(a), or permit any such "observer" to attend any board of directors meeting pursuant to this Section 2.2(a), if, in the reasonable judgment of the Board of Directors, such disclosure or attendance would be inconsistent with the obligations of the Company or any subsidiary thereof under any applicable laws or regulations.

(b) Each Co-Investor may appoint and the MSGEM Securityholders may appoint, at their election and upon written notice to the Company, one nonvoting "observer", who shall (i) be provided by the Company with all notices of meeting, consents, minutes and other written materials that are provided to the Board of Directors of the Company at the same time as such materials are provided to such Board of Directors and (ii) be entitled to attend all meetings of such Board of Directors. The Company shall reimburse each such Co-Investor and the MSGEM Securityholders for all travel and lodging expenses in connection with attending any Board of Directors meeting of the Company on the same terms, and subject to the same policies, as shall apply to other directors of the Company. Anything herein to the contrary notwithstanding, neither the Company nor any of its subsidiaries shall be required to disclose any information to any Co-Investor or MSGEM Securityholder or any "observer" appointed pursuant to this Section 2.3(b), or permit any such "observer" to attend any board of directors meeting pursuant to this Section 2.3(b), if, in the reasonable judgment of the Board of Directors, such disclosure or attendance would be inconsistent with the obligations of the Company or any subsidiary thereof under any antitrust or other laws or regulations regulating competition or the conduct of business.

(c) Unless the Company shall otherwise consent thereto in writing, each Securityholder entitled to appoint an "observer" agrees that it will, and will cause its "observer" to, keep all the Observer Material confidential; *provided, however*, that nothing in this Section 2.2(b) shall limit the ability of such Securityholder (or "observer") to disclose any of such Observer Material (i) to its limited partners or members to the extent required by its limited partnership or operating agreement, (ii) to its employees, agents, advisors or representatives who need to know such information with respect to any matters relating hereto, (iii) to the extent required to permit such Securityholder (or "observer") to comply with any regulatory requirements of any governmental authority or (iv) as may be required in connection with the prosecution or defense by such Securityholder (or "observer") of any claim, demand, action, suit or proceeding with respect to the Company or any matters related hereto. If any such Securityholder proposes to disclose any Observer Material (other than periodic summary financial information about the Company) to any third party as contemplated by the proviso to the next preceding sentence, it shall give the Company at least five Business Days (or, if not legally possible, the maximum lesser amount of notice legally possible) prior written notice thereof specifying in reasonable detail the Observer Material to be disclosed, the identity of the parties to receive such Observer Material and the reasons for such disclosure. For purposes of this Agreement, "*Observer Material*" means all documents and information concerning the Company and its subsidiaries and their respective affairs provided to such Securityholder or any "observer" appointed by such Securityholder pursuant to this Section 2.2 in connection with any board of directors or committee meeting or consent in lieu thereof, or any information otherwise acquired by such Securityholder or such "observer" in connection therewith; *provided, however*, that the term "*Observer Material*" does not include information that (i) is

or becomes generally available to the public other than as a result of a disclosure by such Securityholder, or such "observer", (ii) was within the possession of such Securityholder, or such "observer", prior to its being furnished to such Securityholder, or such "observer", by or on behalf of the Company pursuant hereto, provided that the source of such information was not known by such Securityholder, or such "observer", to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information or (iii) becomes available to such Securityholder, or such "observer", on a non-confidential basis from a source other than the Company or any of its representatives, provided that such source is not known to such Securityholder, or such "observer", to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information.

SECTION 2.3. *Rule 144.* So long as the Company is subject to the requirements of Section 13 or 15(d) of the 1934 Act, the Company will file any reports required to be filed by it under the 1934 Act in accordance with the requirements of the 1934 Act, and it will take such further action as any Securityholder may reasonably request, so as to enable such Securityholder, to the extent permitted by this Agreement, to sell Registrable Shares without registration under the 1933 Act, within the limitation of the exemptions provided by Rule 144 or any similar rule or regulation hereafter adopted by the Commission. Upon the request of any such Securityholder, the Company will deliver to such Securityholder a written statement as to whether it has complied with such requirements.

ARTICLE III RESTRICTIONS ON TRANSFER

SECTION 3.1. *General Restriction.* Each Securityholder agrees that it will not, directly or indirectly, offer, sell, assign, transfer, grant or sell a participation in, create any Encumbrance on or otherwise dispose of any Securities (or solicit any offers to buy or otherwise acquire, or take a pledge of, any Securities), in any manner that would conflict with or violate the 1933 Act, this Agreement or, to the extent applicable to such Securityholder, the MEP.

SECTION 3.2. *Legends.* (a) To the extent required by, or advisable to comply with, the 1933 Act or other applicable law, the Company shall affix to each certificate evidencing outstanding Securities that are Shares that is issued to any Securityholder a legend in substantially the following form:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO REGISTRATION OF TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS SUCH TRANSFER IS MADE IN CONNECTION WITH AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH ACT DOES NOT APPLY.

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AS SET FORTH IN THE 2004 SECURITYHOLDER AGREEMENT DATED AS OF _____, 2004, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER. NO REGISTRATION OF TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH."

(b) In the event that any Securities that are Shares shall cease to be Restricted Shares, the Company shall, upon the written request of the holder thereof, promptly issue to such holder a new certificate evidencing such Securities without the first paragraph of the legend required by Section 3.2(a) endorsed thereon. In the event that any Securities that are Shares shall cease to be

subject to the restrictions on transfer set forth in this Agreement, the Company shall, upon the written request of the holder thereof, promptly issue to such holder a new certificate evidencing such Securities without the second paragraph of the legend required by Section 3.2(a).

SECTION 3.3. *Certain Restrictions on Transfer by Management Securityholders.* (a) Each Management Securityholder agrees that such Person will not, directly or indirectly, make any Sale or create, incur or assume any consensual Encumbrance with respect to any Securities held by such Person, other than (i) any transfer of Shares to a person from a Securityholder by will or the laws of descent and distribution, (ii) any Sale that is made in compliance with the procedures, and subject to the limitations, set forth in Section 3.5, (iii) any Sale of Shares pursuant to a Public Offering in accordance with Article IV, (iv) any Sale of Shares to or consensual Encumbrance of Shares in favor of a Permitted Transferee, (v) any Sale or Encumbrance of Shares following the termination of such Person's employment with the Company or any of its subsidiaries (A) as a result of such Person's death, Permanent Disability or Retirement, (B) by the Company or such subsidiaries without Cause, or (C) by such Securityholder for Good Reason, (vi) any Sale or Encumbrance of Shares permitted by Section 3.3(b) or (d), and (vii) any Sale of Shares constituting a Cashless Exercise. Notwithstanding the foregoing, except as otherwise expressly provided herein, all Sales and Encumbrances permitted by the foregoing clauses (i) through (vii) shall be subject to, and shall not be made other than in compliance with, the provisions of Sections 3.1, 3.2, 3.6 and 4.9. All Sales and Encumbrances of Securities by Management Securityholders shall be subject to, and shall not be permitted otherwise than as expressly permitted by, this Section 3.3(a).

(b) Each Management Securityholder may make any Sale of, or create, incur or assume any consensual Encumbrance with respect to, any Securities that are Shares owned by such Person as follows:

(i) During the period from the First Anniversary to the Second Anniversary, each Management Securityholder (other than Raymond Kubis and Cheryl Diuguid) may make a Sale of, or grant a consensual Encumbrance with respect to, a number of such Securities that are Owned Equity and Rollover Shares equal to (A) 30.00% of the aggregate number of Owned Equity and Rollover Shares beneficially owned by such Management Securityholder at the 2004 Closing (other than any thereof that have expired or been forfeited as of any date of determination), *minus* (B) the aggregate number of Securities that are Shares that such Management Securityholder has made a Sale of, or granted a consensual Encumbrance with respect to, during the period from and including the 2004 Closing to and including any date of determination hereunder; *provided, however*, that no Management Securityholder, during the period from the First Anniversary to the 18-month anniversary of the 2004 Closing, may make a Sale of, or grant a consensual Encumbrance with respect to, an aggregate number of Securities that are Owned Equity and Rollover Shares in excess of 10.00% of the aggregate number of Owned Equity and Rollover Shares beneficially owned by such Management Securityholder at the 2004 Closing (it being understood that in the event that, as of any date of determination and with respect to any Management Securityholder, the amount calculated pursuant to this first sentence of this Section 3.3(b)(i) is a negative number, then such Management Securityholder shall not be permitted to make a Sale of, or grant a consensual Encumbrance with respect to, any Shares pursuant to this Section 3.3(b)(i) on such date of determination). During the period from the First Anniversary to the Second Anniversary, each of Raymond Kubis and Cheryl Diuguid may make a Sale of, or grant a consensual Encumbrance with respect to, a number of such Securities that are Owned Service and Performance Shares with a value equal to (A) 10.00% (or 3.33% in the event that such date of determination is prior to the 18-month anniversary of the 2004 Closing) of the aggregate Unrealized Value of such person's Securities, as of such date of determination, *minus* (B) 90.00% (or 30.00% in the event that such date of determination is prior to the 18-month anniversary of the 2004 Closing) of the aggregate Realized Value of such person's Securities, as of

such date of determination (it being understood that in the event that, as of any date of determination, such net amount is a negative number, then such person shall not be permitted to make a Sale of, or grant a consensual Encumbrance with respect to, any Securities that are Shares pursuant to this Section 3.3(b)(i) on such date of determination).

(ii) During the period from the Second Anniversary to the Third Anniversary, each Management Securityholder may make a Sale of, or grant a consensual Encumbrance with respect to, a number of such Securities that are Owned Equity and Rollover Shares and Owned Service and Performance Shares with a value equal to (A) 40% of the aggregate Unrealized Value of such Management Securityholder's Securities, as of such date of determination, *minus* (B) 60% of the aggregate Realized Value of such Management Securityholder's Securities, as of such date of determination (it being understood that in the event that, as of any date of determination such net amount is a negative number, then such Management Securityholder shall not be permitted to make a Sale of, or grant a consensual Encumbrance with respect to, any Securities that are Shares pursuant to this Section 3.3(b)(ii) on such date of determination).

(iii) After the Third Anniversary, each Management Securityholder may make a Sale of, or grant a consensual Encumbrance with respect to, a number of such Securities that are Owned Equity and Rollover Shares and Owned Service and Performance Shares with a value equal to (A) 75% of the aggregate Unrealized Value of such Management Securityholder's Securities, as of such date of determination, *minus* (B) 25% of the aggregate Realized Value of such Management Securityholder's Securities, as of such date of determination (it being understood that in the event that, as of any date of determination, such net amount is a negative number, then such Management Securityholder shall not be permitted to make a Sale of, or grant a consensual Encumbrance with respect to, any Securities that are Shares pursuant to this Section 3.3(b)(iii) on such date of determination).

Amounts permitted to be Sold or Encumbered, as of any date of determination, by a Management Securityholder pursuant to Section 3.3(b) shall be reduced by the Unrealized Value of any Shares permitted to be sold or encumbered by such person pursuant to Section 3.3(d) or 3.5 (but not otherwise pursuant to Section 3.3(b)) as of such date of determination.

(c) Anything in Section 3.3(a) to the contrary notwithstanding, no Management Securityholder may make any Sale of, or create, incur or assume any consensual Encumbrance with respect to, any Securities that are Shares permitted by Section 3.3(a)(iv) or (vi), (i) (other than Sales or Encumbrances pursuant to Section 3.5(d)(i) or Sales or Encumbrances of Owned Equity or Rollover Shares pursuant to Section 3.3(b)(iii)), if the simple average daily closing price of Shares on the principal securities exchange on which such Shares are traded for the 20-trading day period immediately preceding such proposed Sale or Encumbrance (the "*20-Day Average Price*") is equal to or less than the per Share price to public in the 2004 IPO, or (ii) during the period commencing on the date that a MSCP Securityholder delivers to the Company a written notice of its intention to effect a registered offering of any of its Shares (an "*Offering Notice*") pursuant to Section 4.1 or 4.2 and ending on the earlier of (A) the date upon which the offering of such Shares is consummated by such MSCP Securityholder and (B) six months following the date upon which such offering of Shares is Abandoned by such MSCP Securityholder or (iii) during the periods set forth in Section 4.3(d); *provided, however*, that nothing set forth in this Section 3.3(c) shall prohibit any Management Securityholder from participating in any such offering of registered Shares in accordance with Section 3.3(a) and Article IV. All Sales of Shares permitted by Sections 3.3 shall be subject to, and shall not be made other than in compliance with, the provisions of Sections 3.1, 3.2 and 3.6.

For purposes of Section 3.3(c), a proposed offering of Shares will be deemed to have been "*Abandoned*" by a MSCP Securityholder on the first to occur of (a) the date that such MSCP Securityholder provides to the Company a written notice of its decision not to proceed with any such proposed offering of Shares, which notice will be delivered by such MSCP Securityholder promptly following any such determination by it, and (b) three months following the delivery of the Offering Notice with respect to such proposed offering.

(d) (i) In connection with any exercise initiated by the MSCP Securityholders of any registration rights with respect to any Registrable Shares owned by such Securityholders pursuant to Section 4.1 or 4.2, if (A) such MSCP Securityholders sell Registrable Shares in an offering pursuant to Section 4.1 or 4.2, (B) any Management Securityholder shall exercise his rights under Section 4.1 or 4.2 to seek to sell Registrable Shares held by such Management Securityholder in such offering, and (C) such Management Securityholder shall be limited in the number of Registrable Shares that may be sold in such offering by the application of Section 4.2(a)(iii) or 4.3(c), then, thereafter, nothing in this Section 3.3 shall limit the right of such Management Securityholder to sell any Unallocated Shares determined with respect to such offering, but not earlier than 30 days after such sale by the MSCP Securityholders.

(ii) With respect to (A) any sale of Securities for cash by any MSCP Securityholder or MSGEM Securityholder to any Affiliate of any thereof or (B) any distribution in kind of Securities by any MSCP Securityholder or MSGEM Securityholder to any partner thereof, in either case pursuant to clause (ii) of the second sentence of Section 3.5(a)(vi), nothing in this Section 3.3 shall limit the right of any Management Securityholder to sell a Pro Rata Amount of Securities that are Shares determined with respect to such sale or distribution in kind, but not earlier than 30 days after such sale or distribution by the MSCP Securityholders or MSGEM Securityholders.

(iii) For purposes of this Agreement:

- (A) "*Unallocated Shares*" means, with respect to a Management Securityholder and an offering pursuant to Section 4.1 and 4.2, a number of Registrable Shares equal to the difference between (1) the lesser of (y) the Pro Rata Amount of Registrable Shares owned (or issuable

upon a Cashless Exercise (pursuant to clause (a) of the definition thereof) of Options owned based on a Share price equal to the per Share price at which the MSCP Securityholders sold Shares in such offering) by such Management Securityholder at the 2004 Closing and (z) the number of Registrable Shares such Management Securityholder requested to include, and had a bona fide intent to sell, in such offering pursuant to Section 4.1 or 4.2 and (2) the number of Registrable Shares actually sold by such Management Securityholder in such offering, and

- (B) "*Pro Rata Amount*" means a number equal to (1) with respect to Section 3.3(d)(i), the product of (y) the total number of Shares owned (or issuable upon a Cashless Exercise (pursuant to clause (a) of the definition thereof) of Options owned (other than any Options that have expired or been forfeited as of any date of determination) based on a Share price equal to the per Share price at which the MSCP Securityholders sold Shares in such offering) by such Management Securityholder at the 2004 Closing, times (z) a fraction, the numerator of which shall be the total number of Registrable Shares sold by the MSCP Securityholders and the MSGEM Securityholders in such offering, and the denominator of which shall be the total number of Shares owned by the MSCP Securityholders and the MSGEM Securityholders at the 2004 Closing, and (2) with respect to Section 3.3(d)(ii), the product of (y) the total number of Shares owned (or issuable upon a Cashless Exercise (pursuant to clause (a) of the definition thereof) of Options owned (other than any Options that have expired or been forfeited as of any date of determination) based on a Share price equal to the per Share price at which the MSCP Securityholders or MSGEM Securityholders sold Shares in such sale or the fair market value thereof in such distribution in kind, as the case may be) by such Management Securityholder at the 2004 Closing, times (z) a fraction, the numerator of which shall be the total number of Shares sold or distributed in kind, as the case may be, by the MSCP Securityholders and the MSGEM Securityholders, and the denominator of which shall be the total number of Shares owned by the MSCP Securityholders and the MSGEM Securityholders at the 2004 Closing.

SECTION 3.4. *Certain Restrictions on Other Securityholders.* (a) Each Co-Investor agrees that it will not, and will not permit any controlled Affiliate of such Co-Investor to, directly or indirectly, make any Sale to any Person (other than a controlled Affiliate or successor trust of such Co-Investor), or create, incur or assume any consensual Encumbrance in favor of any Person (other than a controlled Affiliate of such Co-Investor), with respect to any Securities owned by such Co-Investor, other than (i) any Sale that is made in compliance with the procedures, and subject to the limitations, set forth in Section 3.5 or Article IV, (ii) any sale, or any distribution in kind to the general and limited partners or members of such Co-Investor (in accordance with the distribution priorities set forth in such Co-Investor's limited partnership or operating agreement), if after such sale, or distribution in kind, is consummated the number of Shares beneficially owned by such Co-Investor would be at least such Co-Investor's Minimum Amount (provided that such Co-Investor may not make any such sale until the earlier of (A) the second Business Day after the distribution in kind by the MSCP Securityholders permitting such Co-Investor to make such sale and (B) the receipt of notice by such Co-Investor from MSCP IV, given in good faith, that limited partners of the MSCP Securityholders (other than Affiliates of MSCP IV) are then legally able to freely sell the Securities so distributed), or (iii) any Sale to or consensual Encumbrance in favor of a Permitted Transferee. Notwithstanding the foregoing, except as otherwise expressly provided herein, all transactions permitted by the foregoing clauses (i) through (iii) shall be subject to, and shall not be made other than in compliance with, the provisions of Sections 3.1, 3.2, 3.6 and applicable law. Each Co-Investor shall give the Company prompt written notice of any transactions in the Securities in reliance upon any of the foregoing clauses (i) through (iii). For purposes of this Section 3.4(a), "*Minimum Amount*" means, as of any date of determination, a number equal to the product of (i) the total number of Shares beneficially owned by such Co-Investor immediately following the 2002 Co-Investor Closing (adjusted to give effect to any applicable anti-dilution adjustments), times (ii) a fraction, the numerator of which shall be the total number of

Shares beneficially owned by the MSCP Securityholders (assuming conversion of all the Series A Convertible Preferred Stock of the Company outstanding) immediately following the 2002 Co-Investor Closing, less the total number of Shares theretofore distributed in kind to the general and limited partners of the MSCP Securityholders by the MSCP Securityholders, and the denominator of which shall be the total number of Shares beneficially owned by the MSCP Securityholders (assuming conversion of all the Series A Convertible Preferred Stock of the Company outstanding) immediately following the 2002 Co-Investor Closing (adjusted in the case of both the numerator and the denominator for any stock splits, stock dividends or similar transactions).

(b) Each MSGEM Securityholder agrees that it will not, and will not permit any controlled Affiliate of such MSGEM Securityholder to, directly or indirectly, make any Sale to any Person (other than a controlled Affiliate of such MSGEM Securityholder), or create, incur or assume any consensual Encumbrance in favor of any Person (other than a controlled Affiliate of such MSGEM Securityholder), with respect to any Securities owned by such MSGEM Securityholder, other than (i) any Sale that is made in compliance with the procedures, and subject to the limitations, set forth in Section 3.5 or Article IV, or (ii) any Sale to or consensual Encumbrance in favor of a Permitted Transferee. Notwithstanding the foregoing, except as otherwise expressly provided herein, all transactions permitted by the foregoing clauses (i) through (ii) shall be subject to, and shall not be made other than in compliance with, the provisions of Sections 3.1, 3.2, 3.6 and applicable law. Each MSGEM Securityholder shall give the Company prompt written notice of any transactions in the Securities in reliance upon any of the foregoing clauses (i) through (ii).

SECTION 3.5. *Right to Participate in Certain Dispositions.* (a) (i) So long as the MSCP Securityholders and the MSGEM Securityholders shall own, in the aggregate, at least 15% of the Shares outstanding, no MSCP Securityholder or MSGEM Securityholder shall in any transaction or series of related transactions, directly or indirectly, sell or otherwise dispose of for value (including in connection with a share for share exchange) any Shares held by it to any Third Party or Parties, unless the terms and conditions of such sale or other disposition shall include an offer to include, at the option of each of the other Securityholders (for purposes of this Section 3.5, the "*Other Securityholders*"), in such sale or other disposition to the Third Party or Third Parties, the Pro Rata Portion of each such Other Securityholder's Shares.

(ii) If, so long as the MSCP Securityholders and the MSGEM Securityholders shall own, in the aggregate, at least 15% of the Shares outstanding, any MSCP Securityholder or MSGEM Securityholder receives from a Third Party or Parties a bona fide offer or offers to purchase or otherwise acquire (for purposes of this Section 3.5, an "*Offer*") any Shares held by such MSCP Securityholder or MSGEM Securityholder (for purposes of this Section 3.5, the "*Offered Shares*"), and such MSCP Securityholder or MSGEM Securityholder intends to pursue a sale of such Shares to such Third Party or Parties, such MSCP Securityholder or MSGEM Securityholder (for purposes of this Section 3.5, the "*Prospective Sellers*") shall provide written notice (for purposes of this Section 3.5, the "*Offer Notice*") of such Offer to each of the Other Securityholders not later than the twentieth Business Day prior to the consummation of the sale or other disposition contemplated by the Offer. The Offer Notice shall identify the Offered Shares, the price offered for such Offered Shares, all other material terms and conditions of the Offer and, in the case of an Offer in which the consideration payable for Shares consists in whole or in part of consideration other than cash, such information relating to such other consideration as the Company may reasonably determine. The Other Securityholders shall have the right and option, for a period of 20 Business Days after the date the Offer Notice is given to such Other Securityholders (for purposes of this Section 3.5, the "*Notice Period*"), to notify the Prospective Sellers of such Other Securityholder's interest in selling or otherwise disposing of up to the Pro Rata Portion of such Other Securityholder's Shares pursuant to the Offer. Each Other Securityholder desiring to exercise such option shall, prior to the expiration of the Notice Period, provide the Prospective Sellers with a written notice specifying the number of Shares as to which such Other

Securityholder has an interest in selling or otherwise disposing of pursuant to the Offer (for purposes of this Section 3.5, a "Notice of Interest"), and shall deliver to the Prospective Sellers (A) the certificate or certificates evidencing the Shares to be sold or otherwise disposed of pursuant to such Offer by such Other Securityholder duly endorsed in blank or accompanied by written instruments of transfer in form satisfactory to the Prospective Sellers executed by such Other Securityholder, (B) an instrument of assignment reasonably satisfactory to the Prospective Sellers assigning, as of the consummation of the sale or other disposition to the Third Party or Parties, all such Other Securityholder's rights hereunder with respect to the Shares to be sold or otherwise disposed of, and (C) a special irrevocable power-of-attorney authorizing the Prospective Sellers to sell or otherwise dispose of such Shares pursuant to the terms of the Offer and to take all such actions as shall be necessary or appropriate in order to consummate such sale or other disposition. Delivery of such certificate or certificates evidencing the Shares to be sold, the instrument of assignment and the special irrevocable power-of-attorney authorizing the Prospective Sellers to sell or otherwise dispose of such Shares shall constitute an irrevocable election by such Other Securityholder to authorize and permit the Prospective Sellers to sell such Shares pursuant to the Offer.

(iii) Promptly after the consummation of the sale or other disposition of the Shares of the Prospective Sellers and the Other Securityholders to the Third Party or Parties pursuant to the Offer, the Prospective Sellers shall remit to each of the Other Securityholders the total sales price of the Shares of such Other Securityholders sold or otherwise disposed of pursuant thereto.

(iv) If at the end of the Notice Period any Other Securityholder shall not have given a Notice of Interest (and delivered all other required documents) with respect to some or all of the Pro Rata Portion of such Other Securityholder's Shares, such Other Securityholder will be deemed to have waived all its rights under this Section 3.5 with respect to the sale or other disposition pursuant to the Offer of the portion of the Pro Rata Portion of such Other Securityholder's Shares with respect to which a Notice of Interest shall not have been given. If, at the end of the 120-day period following the giving of the Offer Notice, the Prospective Sellers have not completed the sale of all the Offered Shares and the Shares with respect to which Other Securityholders shall have given Notices of Interest pursuant to this Section 3.5, the Prospective Sellers shall return to such Other Securityholders all certificates evidencing the unsold Shares that such Other Securityholders delivered for sale or other disposition pursuant to this Section 3.5 and such Other Securityholders' related instruments of assignment and powers-of-attorney.

(v) Except as expressly provided in this Section 3.5, the Prospective Sellers shall have no obligation to any Other Securityholder with respect to the sale or other disposition of any of such Other Securityholder's Shares in connection with this Section 3.5. Anything herein to the contrary notwithstanding and irrespective of whether any Notice of Interest shall have been given, the Prospective Sellers shall have no obligation to any Other Securityholder to sell or otherwise dispose of any Offered Shares pursuant to this Section 3.5 or as a result of any decision by the Prospective Sellers not to accept or consummate any Offer or sale or other disposition with respect to the Offered Shares (it being understood that any and all such decisions shall be made by the Prospective Sellers in their sole discretion). No Other Securityholder shall be entitled to sell or otherwise dispose of Shares directly to any Third Party or Parties pursuant to an Offer (it being understood that all such sales and other dispositions shall be made only on the terms and pursuant to the procedures set forth in this Section 3.5).

(vi) For purposes of this Section 3.5, "Pro Rata Portion" means, with respect to each Other Securityholder, a number equal to the product of (a) the total number of Shares owned by such Other Securityholder (or issuable upon a Cashless Exercise (pursuant to clause (a) of the definition thereof) of Options owned based on a Share price equal to the per Share price at which the Prospective Sellers propose to sell Offered Shares) at the 2004 Closing, times (b) a fraction, the numerator of which shall be the total number of Shares proposed to be sold by the Prospective Sellers, and the denominator of

which shall be the total number of Shares outstanding and owned by the Prospective Sellers at the 2004 Closing. Anything in this Section 3.5 to the contrary notwithstanding, the provisions of this Section 3.5 will not be applicable to any Sale of Shares (i) pursuant to and in accordance with Article IV, (ii) between MSCP Securityholders or MSGEM Securityholders or to any of their employees, partners or Affiliates, or (iii) to up to 10 Persons (and their Affiliates) in one or more transactions involving the Sale of up to an aggregate of 5% of the outstanding Shares; *provided, however*, that the exception set forth in this clause (iii) shall not apply to, or limit, the rights of the Co-Investors under Section 3.5. Nothing in this Section 3.5 shall affect any of the obligations of any of the Securityholders under any other provision of this Agreement.

SECTION 3.6. *Improper Transfer.* Any attempt to sell, assign, transfer, grant or sell a participation in, pledge or otherwise dispose of any Securities not in compliance with this Agreement shall be null and void and neither the Company nor any transfer agent shall give any effect in the Company's stock records to such attempted sale, assignment, transfer, grant or sale of a participation, pledge or other disposition.

SECTION 3.7. *Required Management Securityholder Notices.* In connection with any Sale or Encumbrance of Securities proposed to be made by any Management Securityholder, such Management Securityholder shall give the compensation committee of the Board not less than five, nor more than 20, Business Days' prior written notice of his or her intention to make any such Sale or create any such Encumbrance, specifying, in reasonable detail, the number of such Securities proposed to sold or encumbered, whether such Securities are Owned Equity, Rollover Options or Shares, Performance Options or Shares (and the applicable tranche) or Service Options or Shares, when such Securities were acquired by such person, and an explanation (and applicable calculations) supporting such person's right to make such Sale or create such Encumbrance pursuant to the applicable provisions of Section 3.3.

ARTICLE IV REGISTRATION RIGHTS

SECTION 4.1. *Registration Upon Request.* (a) Upon the written request of the holder or holders of Registrable Shares that are MSCP Securityholders or Co-Investors requesting that the Company effect the registration under the 1933 Act of all or part of the Registrable Shares held by such holder or holders and specifying the intended method or methods of disposition of such Registrable Shares (including pursuant to Rule 415 under the 1933 Act), the Company will promptly give written notice of such requested registration to all holders of Registrable Shares and thereupon will use its best efforts to effect the registration under the 1933 Act, as expeditiously as is reasonable, of:

(i) the Registrable Shares that the Company has been so requested to register by such holder or holders, for disposition in accordance with the intended method or methods of disposition stated in such request; and

(ii) all other Registrable Shares that the Company has been requested to register by the holders of Registrable Shares by written request delivered to the Company within 20 Business Days after the giving of such written notice by the Company (which request shall specify the intended method or methods of disposition of such Registrable Shares), all to the extent requisite to permit the disposition (in accordance with the intended method or methods thereof as aforesaid) of the Registrable Shares so to be registered; *provided, however*, that:

(A) the Company shall not at any time be required to effect any registration pursuant to this Section 4.1 unless the requests from holders of Registrable Shares for such registration cover an aggregate number of Registrable Shares with an aggregate market value on the date

of the initial request for such registration of at least (1) \$50 million, in the case of a request involving a Public Offering, or (2) \$15 million in the case of any other public offering;

(B) the Company shall not be required to effect a registration pursuant to this Section 4.1, other than with a registration statement on Form S-3 or a similar short-form registration statement, within a period of 12 months after the effective date of any other registration statement relating to any registration request under this Section 4.1 or to any registration of which prior notice shall have been given to all holders of outstanding Registrable Shares pursuant to Section 4.2 that was not effected with a registration statement on Form S-3 or a similar short-form registration statement;

(C) if the Company shall have previously effected a registration pursuant to this Section 4.1 or shall have previously effected a registration of which prior notice shall have been given to all holders of outstanding Registrable Shares pursuant to Section 4.2, the Company shall not be required to effect a registration pursuant to this Section 4.1 until a period of six months shall have elapsed from the effective date of the most recent such registration; and

(D) with respect to any registration statement filed, or to be filed, pursuant to this Section 4.1, if the Board of Directors determines that, in its judgment, it would (because of the existence of plans or negotiations regarding any material acquisition involving, or the sale or recapitalization of, the Company or any of its subsidiaries or any material financing activity, or the existence of material non-public information about the Company, or the unavailability of any required financial statements, or any other event or condition of similar significance to the Company and its subsidiaries, taken as a whole) be significantly disadvantageous (a "*Disadvantageous Condition*") to the Company and its Affiliates, taken as a whole, for such a registration statement to become effective, or to be maintained effective, the Company shall, notwithstanding any other provision of this Article IV, be entitled, upon the giving of a written notice (a "*Delay Notice*") to such effect to each holder of Registrable Shares included or to be included in such registration statement, to cause such registration statement to be withdrawn and the effectiveness of such registration statement terminated, or, in the event no registration statement has yet been filed, shall be entitled not to file any such registration statement, until, in the judgment of the Board of Directors, such Disadvantageous Condition no longer exists (notice of which the Company shall promptly deliver to the holders of Registrable Shares with respect to which any such registration statement has been filed, or was to have been filed), but in no event for longer than 180 days after the date of the Delay Notice. Upon receipt of any notice of the existence of a Disadvantageous Condition, such holders of Registrable Shares selling securities pursuant to an effective registration statement will forthwith discontinue use of the prospectus contained in such registration statement and, if so directed by the Company, each such holder of Registrable Shares will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the prospectus then covering such Registrable Shares current at the time of receipt of such notice, and, in the event no registration statement has yet been filed, all drafts of the prospectus covering such Registrable Shares. Notwithstanding the foregoing provisions of this subparagraph (D), no registration statement filed and subsequently withdrawn by reason of any existing or anticipated Disadvantageous Condition as hereinabove provided shall count as one of the six registration statements referred to in Section 4.1(b), or count against the limitation in Section 4.1(a)(ii)(B) or 4.1(a)(ii)(C). The Company may not give a Delay Notice more than once in any period of 12 consecutive months.

(b) Anything herein to the contrary notwithstanding, the Company shall not be obligated to file more than four registration statements pursuant to this Section 4.1 that are initiated by the MSCP Securityholders, and two registration statements pursuant to this Section 4.1 that is initiated by the

Co-Investors; *provided, however*, no registration statement filed pursuant to this Article IV shall count as one of the registration statements referred to in this Section 4.1(b) unless sales of Registrable Shares registered thereunder shall have been consummated.

(c) The Company shall pay all Registration Expenses in connection with each of the registrations of Registrable Shares effected by it pursuant to this Section 4.1.

(d) In connection with any firm commitment underwriting pursuant to this Section 4.1, the Company will not register securities for sale for the account of any Persons other than the Company and holders of Registrable Shares.

(e) In connection with any underwritten offering with respect to which holders of Registrable Shares shall have requested registration pursuant to this Section 4.1, the holders of a majority of the Registrable Shares participating in such offering shall have the right to select the managing underwriter with respect to such offering.

SECTION 4.2. *Incidental Registration.* (a) If the Company proposes to register (other than pursuant to Section 4.1 or 4.10 or the 2004 IPO) any of its authorized but unissued Shares under the 1933 Act on a form and in a manner that would permit registration of Registrable Shares for sale to the public under the 1933 Act, it will each such time give prompt written notice to all holders of Registrable Shares of its intention to do so, describing such securities and specifying the form and manner and the other relevant facts involved in such proposed registration (including, without limitation, whether or not such registration will be in connection with an underwritten offering of its Common Stock and, if so, the identity of the managing underwriter and whether such offering will be pursuant to a "best efforts" or "firm commitment" underwriting). Upon the written request of any such holder of Registrable Shares delivered to the Company within 20 Business Days after such notice shall have been given to such holder (which request shall specify the Registrable Shares intended to be disposed of by such holder and the intended method of disposition thereof), the Company will use its best efforts to effect the registration under the 1933 Act, as expeditiously as is reasonable, of all Registrable Shares that the Company has been so requested to register by the holders of Registrable Shares, to the extent requisite to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Shares so to be registered; *provided, however*, that:

(i) if, at any time after giving such written notice of its intention to register any of such securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company may, at its election, give written notice of such determination to each holder of Registrable Shares that has requested to register Registrable Shares and thereupon the Company shall be relieved of its obligation to register any Registrable Shares in connection with such registration (but not from its obligation to pay the Registration Expenses in connection therewith to the extent provided in Section 4.2(b)), without prejudice, however, to the rights of any one or more holders to request such registration be effected as a registration under Section 4.1 or 4.10;

(ii) if (A) the registration so proposed by the Company involves an underwritten offering of the securities so to be registered, to be distributed by or through one or more underwriters of recognized standing under underwriting terms appropriate for such a transaction, and (B) the managing underwriter of such underwritten offering selected by the Company shall advise the Company that, in its judgment, the number of securities proposed to be included in such offering by the Company (for purposes of this Section 4.2(a), "*Company Securities*") and the number of Registrable Shares held by all Securityholders proposed to be included in such offering by the holder or holders thereof should be limited due to market conditions, then the Company will

promptly advise each such holder of Registrable Shares thereof and the number of Shares proposed to be included in such registration shall be included in the following order of priority:

(i) first, the Company Securities;

(ii) second, the Registrable Shares requested to be included in such registration that are held by the MSCP Securityholders, the MSGEM Securityholders, the Co-Investors and the Management Securityholders (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares owned by each such holder);

(iii) third, any other Registrable Shares.

(iii) if (A) the registration so proposed by the Company involves an underwritten offering of the securities so to be registered, to be distributed by or through one or more underwriters of recognized standing under underwriting terms appropriate for such a transaction, and (B) the managing underwriter of such underwritten offering selected by the Company shall advise the Company that, in its judgment, the number of Registrable Shares held by the Management Securityholders proposed to be included in such offering by the holder or holders thereof should be limited, then the Company will promptly advise each such holder of Registrable Shares thereof and the number of Shares proposed to be included in such registration shall be included in the following order of priority:

(i) first, the Company Securities;

(ii) second, the Registrable Shares requested to be included in such registration that are held by the MSCP Securityholders, the MSGEM Securityholders and the Co-Investors (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares requested to be registered by each such holder);

(iii) third, the Registrable Shares requested to be included in such registration that are held by the Management Securityholders (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares requested to be registered by each such holder); and

(iv) fourth, any other Registrable Shares.

(iv) the Company shall not be obligated to effect any registration of Registrable Shares under this Section 4.2 that is incidental to the registration of any of its securities in connection with any merger, acquisition, exchange offer, dividend reinvestment plan or stock option or other employee benefit plan, including with a Form S-8 registration statement and any reoffering prospectus included therein.

No registration of Registrable Shares effected under this Section 4.2 shall relieve the Company of its obligation to effect registrations of Registrable Shares upon the request of one or more holders pursuant to Section 4.1 or 4.10.

(b) The Company will pay all Registration Expenses in connection with each registration of Registrable Shares effected by it pursuant to this Section 4.2.

SECTION 4.3. *Registration Procedures.* (a) If and whenever the Company is required to use its best efforts to effect the registration of any Registrable Shares under the 1933 Act as provided in Section 4.1, 4.2 or 4.10, the Company will as expeditiously as is reasonable:

(i) prepare and file with the Commission on any appropriate form a registration statement with respect to such Registrable Shares and use its best efforts to cause such registration statement to become effective as soon as practicable after filing;

(ii) prepare and file with the Commission such amendments (including post-effective amendments) and supplements to such registration statement and the prospectus used in connection therewith (including, without limitation, to reflect any specific plan of distribution or method or methods of sale) as may be necessary to keep such registration statement effective and to comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Shares and other securities covered by such registration statement until the earlier of (A) such time as all such Registrable Shares and other securities have been disposed of in accordance with the intended method or methods of disposition by the seller or sellers thereof set forth in such registration statement and (B) the expiration of 20 Business Days (two years in the case of a registration pursuant to Rule 415 under the 1933 Act) from the date such registration statement first becomes effective, as may be determined by the holders of Registrable Shares covered by such registration statement by notice to the Company prior to the date such registration statement becomes effective, and use its best efforts to cause such amendments to become effective as soon as practicable after filing;

(iii) furnish to each seller of such Registrable Shares such number of conformed copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus), in conformity with the requirements of the 1933 Act, such documents incorporated by reference in such registration statement or prospectus, and such other documents, as such seller may reasonably request in order to facilitate the sale or disposition of such Registrable Shares;

(iv) use its best efforts to register or qualify all Registrable Shares and other securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as each seller shall reasonably request, and do any and all other acts and things that may be necessary to enable such seller to consummate the disposition in such jurisdictions of its Registrable Shares covered by such registration statement, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it is not so qualified, or to subject itself to taxation in respect of doing business in any such jurisdiction, or to consent to general service of process in any such jurisdiction;

(v) in connection with any underwritten offering of Registrable Shares, enter into such customary agreements and take all such other actions in connection therewith (including those requested by the holders of a majority of the Registrable Shares being sold in such underwritten offering) in order to expedite or facilitate the disposition of such Registrable Shares, and in such connection, (A) to the extent possible make such representations and warranties to the underwriters of such Registrable Shares with respect to the business of the Company and its subsidiaries, the registration statement, prospectus and documents incorporated by reference or deemed incorporated by reference, if any, with respect to such underwritten offering, in each case, in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings and confirm the same if and when requested, (B) provide indemnities to the effect and to the extent provided in Section 4.5, (C) obtain opinions of counsel to the Company (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the underwriters and their counsel) addressed to each underwriter of Registrable Shares, covering the matters customarily covered in opinions requested in similar underwritten offerings, (D) obtain "cold comfort" letters from the independent certified public accountants of the Company (and, if necessary, any other certified public accountant of any subsidiary of the Company, or of any business acquired by the Company for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each underwriter of Registrable Shares, such letters to be in customary form and covering matters of the type

customarily covered in "cold comfort" letters in connection with similar underwritten offerings, and (E) deliver such documents and certificates as may be reasonably requested by the underwriters, and which are customarily delivered in similar underwritten offerings, to evidence the continued validity of the representations and warranties of the Company made pursuant to clause (A) above and to evidence compliance with any customary conditions contained in an underwriting agreement;

(vi) immediately notify each seller of Registrable Shares covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the 1933 Act, of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing or if it is necessary to amend or supplement such prospectus to comply with law, and at the request of any such seller prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and shall otherwise comply in all material respects with law and so that such prospectus, as amended or supplemented, will comply with law;

(vii) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least 12 months, beginning with the first month of the first fiscal quarter after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act;

(viii) use its best efforts to list such securities on each securities exchange on which shares of Common Stock are then listed, if such securities are not already so listed and if such listing is then permitted under the rules of such exchange, and provide a transfer agent and registrar for such Registrable Shares not later than the effective date of such registration statement; and

(ix) issue to any underwriter to which any holder of Registrable Shares may sell such Registrable Shares in connection with any such registration (and to any direct or indirect transferee of any such underwriter) certificates evidencing shares of Common Stock without the legends described in Section 3.2(a).

The Company may require each seller of Registrable Shares as to which any registration is being effected to furnish the Company with such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing and as shall be required by law or by the Commission in connection therewith.

(b) Whenever a registration requested by one or more holders pursuant to Section 4.1 is for an underwritten offering, only shares constituting Registrable Shares that are to be distributed by the underwriters and such unissued securities of the Company as the Company may elect to include in such offering may be included in such registration. If (i) the registration so requested by holders of Registrable Shares pursuant to Section 4.1 involves an underwritten offering of such securities, to be distributed (on a firm commitment basis) by or through one or more underwriters of recognized standing under underwriting terms appropriate for such a transaction, and (ii) the managing underwriter of such offering shall advise the Company that, in its judgment, the number of shares of Registrable Shares held by all Securityholders proposed to be included in such offering by the holder or holders thereof (for purposes of Section 4.3(b), "*Company Securities*") and any other securities held by any Securityholder other than the MSCP Securityholders or the MSGEM Securityholders should be

limited due to market conditions, then the Company will promptly advise each such holder of Registrable Shares thereof, and the number of Shares proposed to be included in such registration shall be included in the following order of priority:

- (i) first, the Registrable Shares requested to be included in such registration that are held by the MSCP Securityholders, the MSGEM Securityholders, the Co-Investors and the Management Securityholders (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares owned by each such holder);
- (ii) second, the Company Securities; and
- (iii) third, any other Registrable Shares.

(c) Whenever a registration requested by one or more holders pursuant to Section 4.1 is for an underwritten offering, only shares constituting Registrable Shares that are to be distributed by the underwriters and such unissued securities of the Company as the Company may elect to include in such offering may be included in such registration. If (i) the registration so requested by holders of Registrable Shares pursuant to Section 4.1 involves an underwritten offering of such securities, to be distributed (on a firm commitment basis) by or through one or more underwriters of recognized standing under underwriting terms appropriate for such a transaction, and (ii) the managing underwriter of such offering shall advise the Company that, in its judgment, the number of shares of Registrable Shares held by the Management Securityholders proposed to be included in such offering by the holder or holders thereof should be limited, then the Company will promptly advise each such holder of Registrable Shares thereof, and the number of Shares proposed to be included in such registration shall be included in the following order of priority:

- (i) first, the Registrable Shares requested to be included in such registration that are held by the MSCP Securityholders, the MSGEM Securityholders and the Co-Investors (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares requested to be registered by each such holder);
- (ii) second, the Registrable Shares requested to be included in such registration that are held by the Management Securityholders (or, if necessary, such Registrable Shares pro rata among the holders thereof based upon the number of Registrable Shares requested to be registered by each such holder);
- (iii) third, any securities proposed to be included in such offering by the Company; and
- (iv) fourth, any other Registrable Shares.

(d) If any registration pursuant to Section 4.1 or 4.2 shall be in connection with an underwritten public offering, each holder of Registrable Shares agrees by acquisition of such Registrable Shares, if so required by the managing underwriters, not to effect any public sale or distribution (including any sale pursuant to Rule 144) of Registrable Shares (other than as part of such underwritten public offering) for a period to be determined by the relevant managing underwriter, which period shall begin not more than 7 days prior to the effective date of the registration statement with respect to such underwritten public offering and shall last not more than 120 days after the date of the first use of the final prospectus with respect to such proposed sale of Registrable Shares (which 120-day period shall be extended to 180 days at the request of the managing underwriter selected by the Company).

(e) The Company agrees, if so required by the managing underwriters in connection with an underwritten offering of Registrable Shares pursuant to Section 4.1 or 4.2, not to effect any public sale or distribution of any of its equity securities or securities convertible into or exchangeable or exercisable for any of such equity securities during the 7 days prior to and the 120 days after the effective date of any registration statement with respect to such underwritten public offering, except as

part of such underwritten offering or except in connection with a stock option plan, stock purchase plan, savings or similar plan, or an acquisition, merger or exchange offer.

(f) It is understood that in any underwritten offering of Registrable Shares in addition to the shares (the "*initial shares*") the underwriters have committed to purchase, the underwriting agreement may grant the underwriters an option to purchase a number of additional shares (the "*option shares*") equal to up to 15% of the initial shares (or such other maximum amount as the National Association of Securities Dealers, Inc. may then permit), solely to cover over-allotments. Shares proposed to be sold by the Company and the holders shall be allocated between initial shares and option shares as agreed or, in the absence of agreement, pursuant to Section 4.2(a)(ii) or 4.3(b), as the case may be. The number of initial shares and option shares to be sold by requesting holders shall be allocated pro rata among all such holders on the basis of the relative number of Registrable Shares each such holder has requested to be included in such registration.

SECTION 4.4. *Preparation; Reasonable Investigation.* In connection with the preparation and filing of each registration statement registering Registrable Shares under the 1933 Act, and any amendment, post-effective amendment, prospectus and supplement with respect thereto, the Company will give the holders of Registrable Shares on whose behalf such Registrable Shares are to be so registered and their underwriters, if any, and their respective counsel and accountants, the opportunity to participate in the preparation thereof, and will give each of them such access to its books and records and such opportunities to discuss the business of the Company with its officers and the independent public accountants who have issued a report on its financial statements as shall be necessary, in the opinion of such holders and such underwriters or their respective counsel, to conduct a reasonable investigation within the meaning of the 1933 Act.

SECTION 4.5. *Indemnification.* (a) In the event of any registration of any equity securities of the Company under the 1933 Act, the Company will, and hereby does, indemnify and hold harmless, in the case of any registration statement filed pursuant to Section 4.1, 4.2 or 4.10, the seller of any Registrable Shares covered by such registration statement, its directors and officers, general and limited partners and any subadvisor of any such general partner, including Metalmark (and directors and officers of any thereof and, if such seller is a portfolio or investment fund, its investment advisors) each other Person who participates as an underwriter in the offering or sale of such securities, each officer and director of each such underwriter, and each other Person, if any, who controls such seller or any such underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any losses, claims, damages, liabilities and expenses, joint or several, to which such seller or any such director, officer, partner or subadvisor or participating or controlling Person may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the 1933 Act, any preliminary prospectus, final prospectus or summary prospectus included therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will reimburse such seller, and each such director, officer, partner or subadvisor, underwriter and controlling Person from time to time at such Person's request for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, liability, action or proceeding; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to the Company for use in the preparation thereof by such seller or underwriter, as the case may be. Such indemnity shall remain in full force and effect regardless of any investigation

made by or on behalf of such seller or any such director, officer, partner or subadvisor, underwriter or controlling Person and shall survive the transfer of such securities by such seller.

(b) The Company may require, as a condition to including any Registrable Shares in any registration statement filed pursuant to Section 4.1, 4.2 or 4.10, that the Company shall have received an undertaking satisfactory to it from (i) the prospective seller of such securities, to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 4.5(a), except that any such prospective seller shall not in any event be liable to the Company pursuant thereto for an amount in excess of the net proceeds of sale of such prospective seller's Registrable Shares so to be sold) the Company, each such underwriter of such securities, each officer and director of each such underwriter and each other Person, if any, who controls the Company or any such underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and (ii) each such underwriter of such securities, to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 4.5(a)) the Company, each officer and director of the Company, each prospective seller, each officer and director of each prospective seller and each other Person, if any, who controls the Company or any such prospective seller within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, with respect to any statement in or omission from such registration statement, any preliminary prospectus, final prospectus or summary prospectus included therein, or any amendment or supplement thereto, if such statement or omission was made in reliance upon and in conformity with written information furnished by such prospective seller or such underwriter, as the case may be, to the Company for use in the preparation of such registration statement, preliminary prospectus, final prospectus, summary prospectus, amendment or supplement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling Person and shall survive the transfer of such securities by such seller.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding (including any governmental investigation) involving a claim referred to in Section 4.5(a) or (b), such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such action; *provided, however*, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under the preceding provisions of this Section 4.5, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim (in which case, the indemnifying party shall not be liable for the fees and expenses of more than one counsel for all sellers of Registrable Shares, or more than one counsel for the underwriters in connection with any one action or separate but similar or related actions), the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified, to the extent that it may wish with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof.

SECTION 4.6. *Contribution.* If the indemnification provided for in Section 4.5 is unavailable to the indemnified party or parties in respect of any losses, claims, damages or liabilities referred to therein, then each such indemnified party and the Company shall contribute to the amount of such losses, claims, damages or liabilities (a) as between the Company and the holders of Registrable Shares covered by a registration statement, on the one hand, and the underwriters, on the other, in such proportion as is appropriate to reflect the relative benefits received by the Company and such holders, on the one hand, and the underwriters, on the other, from the offering of the Registrable Shares, or if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of the Company and such holders, on the one hand,

and of the underwriters, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, and (b) as between the Company, on the one hand, and each holder of Registrable Shares covered by a registration statement, on the other, in such proportion as is appropriate to reflect the relative fault of the Company and of each such holder in connection with such statements or omissions, as well as any other relevant equitable considerations. The relative benefits received by the Company and such holders, on the one hand, and the underwriters, on the other, shall be deemed to be in the same proportion as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company and such holders bear to the total underwriting discounts and commissions received by the underwriters. The relative fault of the Company and such holders, on the one hand, and of the underwriters, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and such holders or by the underwriters. The relative fault of the Company, on the one hand, and of each such holder, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the holders of Registrable Shares agree that it would not be just and equitable if contribution pursuant to this Section 4.6 were determined by pro rata allocation (even if the underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the next preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the next preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.6, no underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, and no holder of Registrable Shares shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Shares of such holder were offered to the public exceeds the amount of any damages that such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each Securityholder's obligation to contribute pursuant to this Section 4.6 is several in the proportion that the proceeds of the offering received by such Securityholder bears to the total proceeds of the offering received by all the Securityholders and not joint.

SECTION 4.7. Holdback Agreement. If the Company at any time shall register Registrable Shares under the 1933 Act (including any registration pursuant to Sections 4.1 or 4.2) for sale to the public, the Securityholders shall not sell publicly or privately, make any short sale of, grant any option for the purchase of, or otherwise dispose publicly of, any Registrable Shares (other than those Registrable Shares included in such registration pursuant to Sections 4.1 or 4.2) without the prior written consent of the Company, for a period as shall be determined by the relevant managing underwriter, which period shall begin not more than 10 days prior to the initial filing of the registration statement pursuant to which such public offering shall be made and shall not last more than 180 days after the date of the first use of the final prospectus with respect to such proposed sale of Registrable Shares; *provided, however*, that the officers and directors of the Company who own capital stock of the Company and all other holders of 5% or more of the capital stock of the Company shall each be subject to similar restrictions.

If the Company shall at any time pursuant to Sections 4.1 or 4.2 register under the 1933 Act Registrable Shares for sale to the public pursuant to an underwritten offering, the Company shall not effect any public sale or distribution of securities similar to those being registered (excluding any registration statement on Form S-4 or S-8), or any securities convertible into or exercisable or exchangeable for such securities, for such period as shall be determined by the managing underwriter, which period shall not extend for more than 90 days after the date of the first use of the final prospectus with respect to such proposed sale of Registrable Shares.

SECTION 4.8. *Nominees of Beneficial Owners.* In the event that any Registrable Shares are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its election, be treated as the holder of such Registrable Shares for purposes of any request or other action by any holder or holders of Registrable Shares pursuant to this Agreement or any determination of any number or percentage of shares of Registrable Shares held by any holder or holders of Registrable Shares contemplated by this Agreement. If the beneficial owner of any Registrable Shares so elects, the Company may require assurances reasonably satisfactory to it of such owner's beneficial ownership of such Registrable Shares.

SECTION 4.9. *Certain Limitations on Management Securityholders.* Anything in this Article IV to the contrary notwithstanding, the number of Registrable Shares that any Management Securityholder may request to register or may sell in connection with any registration pursuant to Article IV (other than Section 4.10), as of any date of determination, may not result, as of such date of determination, in the cumulative number of Securities that are Shares sold (or permitted to be sold) by such Management Securityholder after the 2004 Closing and on or prior to such date of determination exceeding the Saleable Portion of the Securities that are Shares that are owned (or issuable upon a Cashless Exercise of any vested or unvested Options owned (other than any Options that have expired or been forfeited as of such date of determination)) by such Management Securityholder at the 2004 Closing. For purposes of this Agreement, "*Saleable Portion*" means, with respect to a Management Securityholder, as of any date of determination, a number equal to the product of (a) the total number of Owned Equity and Rollover Shares and Owned Service and Performance Shares owned (assuming a Cashless Exercise pursuant to clause (a) of the definition thereof (and a share price equal to the 20-Day Average Price as of such date of determination) of all vested and unvested Options owned (other than any Options that have expired or been forfeited as of such date of determination)) by such Management Securityholder at the 2004 Closing, times (b) a fraction, the numerator of which shall be the total number of Registrable Shares sold (or proposed to be sold in such offering) by the MSCP Securityholders and the MSGEM Securityholders after the 2004 Closing and on or prior to such date of determination, and the denominator of which shall be the total number of Securities that are Shares owned by the MSCP Securityholders and the MSGEM Securityholders at the 2004 Closing.

SECTION 4.10. *Form S-8.* Upon the written request of the holder or holders of Registrable Shares who are Management Securityholders requesting that the Company effect the registration under the 1933 Act of all or part of the Registrable Shares held by such holder or holders and specifying the intended method or methods of disposition of such Registrable Shares, the Company will promptly use its best efforts to effect the registration on Form S-8 (or any comparable successor form) under the 1933 Act, as expeditiously as is reasonable, of the Registrable Shares that the Company has been so requested to register by such holder or holders, for disposition in accordance with the intended method or methods of disposition stated in such request subject to the requirements of the 1933 Act applicable thereto. The Company shall pay all Registration Expenses in connection with each of the registrations of Registrable Shares effected by it pursuant to this Section 4.10.

ARTICLE V MISCELLANEOUS

SECTION 5.1. *Termination.* This Agreement shall terminate on November 20, 2011; *provided, however*, that, notwithstanding the foregoing, (a) Section 2.1(b) shall terminate on the first day after the 2004 Closing that the Company shall no longer be entitled to take advantage of the Controlled Company Exemption as a result of the beneficial ownership of Securities by the MSCP Securityholders, the MSGEM Securityholders and the Co-Investors, (b) Sections 3.3, 3.4 and 3.5 shall terminate at such time as the MSCP Securityholders and the MSGEM Securityholders own less than 15% of the Shares outstanding, and (c) Section 2.2 shall terminate as to MSCP IV at such time as the MSCP Securityholders own less than 5% of the Shares outstanding, (d) Section 2.2 shall terminate as to each Co-Investor at such time as such

Co-Investor owns less than 5% of the Shares outstanding, and (e) Section 2.2 shall terminate as to the MSGEM Securityholders at such time as the MSGEM Securityholders own less than 5% of the Shares outstanding.

SECTION 5.2. *Certain Representations.* Each of the parties hereto represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms. Such representation shall survive the execution and delivery hereof, regardless of any investigation made by any party hereto or on such party's behalf.

SECTION 5.3. *Certain Remedies.* Without intending to limit the remedies available to any of the parties hereto, each of the parties hereto agrees that damages at law will be an insufficient remedy in the event such party violates the terms hereof and each of the parties hereto further agrees that each of the other parties hereto may apply for and have injunctive or other equitable relief in any court of competent jurisdiction to restrain the breach or threatened breach of, or otherwise specifically to enforce, any of such party's agreements set forth herein.

SECTION 5.4. *Amendments and Waivers.* Any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company and (ii) the MSCP Securityholders. None of the terms of this Agreement may be amended nor may the observance of any of such terms be waived (either generally or in a particular instance or either retroactively or prospectively) in either case in any manner adverse to any Co-Investor, MSGEM Securityholder, or Management Securityholder, without the prior written consent of each Person so affected; *provided, however*, that in the case of the Management Securityholders, the prior written consent, given in such Person's sole discretion, of John D. Craig (or if Mr. Craig is no longer Chief Executive Officer, another Initial Management Securityholder) shall be conclusively deemed to constitute the consent of all Management Securityholders. Each Securityholder shall be bound by any amendment or waiver authorized by this Section 5.4, whether or not such Securityholder shall have consented thereto.

SECTION 5.5. *Notices.* All notices and other communications provided for herein shall be in writing and shall be delivered by hand or sent by certified or registered mail, return receipt requested, postage prepaid, addressed, if to any MSCP Securityholder, to such MSCP Securityholder in care of Morgan Stanley Capital Partners, 1585 Broadway, New York, N.Y. 10036, Attention: Howard I. Hoffen and Eric T. Fry; if to any Management Securityholder or the Company, to him or it in care of EnerSys, Inc., P.O. Box 14145, 2366 Bernville Road, Reading, PA 19612, Attention: Chief Executive Officer, (with a copy, in the case of any notice to the Company, to the MSCP Securityholders); if to any MSGEM Securityholder, to such MSGEM Securityholder at the address set forth below its name at the foot hereof; or if to any Co-Investor, to such Co-Investor at the address set forth below its name at the foot hereof (or, in the case of any of the foregoing, to such other address as the Company or any such Securityholder shall have specified in writing to the party giving any such notice or sending any such communication). All such notices shall be conclusively deemed to be received and shall be effective, if sent by hand delivery, upon receipt, or if sent by registered or certified mail, on the fifth day after the day on which such notice is mailed.

SECTION 5.6. *Benefit; Successors and Assigns.* Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Securityholder may assign any of its rights hereunder to any Person; *provided, however*, that (a) the rights of the MSCP Securityholders hereunder may be assigned to Metalmark; and (b) the rights of any Co-Investor hereunder may be assigned to (i) any controlled Affiliate thereof or successor trust with respect thereto to whom such Co-Investor transfers any Securities held by such Co-Investor and (ii) any entity to which such Co-Investor transfers any Securities held by such Co-Investor formed to continue the business of such Co-Investor pursuant to a "spin-out" (or comparable transaction) of such Co-Investor from its controlling Affiliate, so long as the senior management of such transferee entity is substantially the same as the senior management of such Co-Investor before such "spin-out" (or comparable transaction). Except as expressly provided in Sections 4.5 and 4.6, nothing in this Agreement either express or implied is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies or obligations under or by reason of this Agreement.

SECTION 5.7. *Miscellaneous.* This Agreement sets forth the entire agreement and understanding among the parties hereto, and supersedes all prior agreements and understandings, relating to the subject matter hereof. Each agreement herein by or with any Management Securityholder hereunder shall be deemed to be solely an

agreement between such Management Securityholder and the Company and not between such Management Securityholder and any other Securityholder. Upon the written request of the Chief Executive Officer, the Company shall take, or cause to be taken, such actions as shall be necessary to enforce compliance by the MSCP Securityholders and the MSGEM Securityholders with the covenants herein of each thereof with the Company.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. This Agreement shall become effective upon the 2004 Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories thereunto duly authorized as of the day and year first above written.

ENERSYS

By: _____
Name:
Title:

MORGAN STANLEY DEAN WITTER
CAPITAL PARTNERS IV, L.P.

BY: MSDW CAPITAL PARTNERS IV,
LLC, AS GENERAL PARTNER
BY: MSDW CAPITAL PARTNERS IV, INC.,
AS MEMBER

By: _____
Name:
Title:

MSDW IV 892 INVESTORS, L.P.

BY: MSDW CAPITAL PARTNERS IV,
LLC, AS GENERAL PARTNER
BY: MSDW CAPITAL PARTNERS IV, INC.,
AS MEMBER

By: _____
Name:
Title:

MORGAN STANLEY DEAN WITTER
CAPITAL INVESTORS IV, L.P.

BY: MSDW CAPITAL PARTNERS IV,
LLC, AS GENERAL PARTNER
BY: MSDW CAPITAL PARTNERS IV, INC.,
AS MEMBER

By: _____
Name:
Title:

MORGAN STANLEY GLOBAL
EMERGING MARKETS PRIVATE
INVESTMENT FUND, L.P.

BY: MORGAN STANLEY GLOBAL
EMERGING MARKETS, INC.,
AS GENERAL PARTNER

By: _____
Name:
Title:

MORGAN STANLEY GLOBAL
EMERGING MARKETS PRIVATE
INVESTORS, L.P.

BY: MORGAN STANLEY GLOBAL
EMERGING MARKETS, INC.,
AS GENERAL PARTNER

By: _____
Name:
Title:

J.P. MORGAN DIRECT CORPORATE
FINANCE INSTITUTIONAL INVESTORS LLC

BY: JPMORGAN CHASE BANK, AS INVESTMENT ADVISOR

By: _____
Name:
Title:

Address:

J.P. Morgan Direct Corporate Finance
Institutional Investors LLC
c/o J.P. Morgan Investment Management Inc.
522 Fifth Avenue
New York, New York 10036
Attention: Eduard Beit
Telephone: (212) 837-1867
Facsimile: (212) 837-1377

With copies to:

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Adam Kansler
Telephone: (212) 969-3689
Facsimile: (212) 969-2900

J.P. MORGAN DIRECT CORPORATE
FINANCE PRIVATE INVESTORS LLC
By: J.P. Morgan Investment Management
Inc., as investment advisor

By: _____
Name:
Title:

Address:

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Private Investors LLC
c/o J.P. Morgan Investment Management Inc.
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1585 Broadway
New York, New York 10036
Attention: Adam Kansler
Telephone: (212) 969-3689
Facsimile: (212) 969-2900

522 FIFTH AVENUE FUND, L.P.

By: J.P. Morgan Investment
Management Inc., as investment
advisor

By: _____

Name:

Title:

Address:

522 Fifth Avenue Fund, L.P.
c/o J.P. Morgan Investment Management Inc.
522 Fifth Avenue
New York, New York 10036
Attention: Eduard Beit
Telephone: (212) 837-1867
Facsimile: (212) 837-1377

With copies to:

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Adam Kansler
Telephone: (212) 969-3689
Facsimile: (212) 969-2900

FIRST PLAZA GROUP TRUST

By: JPMorgan Chase Bank,
as Trustee for First Plaza Group Trust

By: _____
Name:
Title:

Address:

First Plaza Group Trust
c/o General Motors Asset Management
767 Fifth Avenue
New York, NY 10153
Attention: John Clark
Jeffrey Reals
Telephone: (212) 418-6100
Facsimile: (212) 418-3644

With copies to:

Kirkland & Ellis
Citigroup Center
153 East 53rd Street
New York, NY 10022
Attention: Michael Movsovich
Telephone: (212) 446-4888
Facsimile: (212) 446-4900

GM CAPITAL PARTNERS I, L.P.

By: GM Partners I, LLC, with respect to its
series, GM Capital Partners I

By: General Motors Investment
Management Corporation, as
Managing Member of GM Partners I, LLC

By: _____
Name:
Title:

Address:

GM Capital Partners I, L.P.
c/o General Motors Asset Management
767 Fifth Avenue
New York, NY 10153
Attention: John Clark
Jeffrey Reals
Telephone: (212) 418-6100
Facsimile: (212) 418-3644

With copies to:

Kirkland & Ellis
Citigroup Center
153 East 53rd Street
New York, NY 10022
Attention: Michael Movsoovich
Telephone: (212) 446-4888
Facsimile: (212) 446-4900

John D. Craig

Michael T. Phillion

Charles K. McManus

Richard W. Zuidema

John A. Shea

Raymond Kubis

Cheryl Diuguid

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ENERSYS
AMENDED AND RESTATED 2000 MANAGEMENT EQUITY PLAN

1. Purpose.

The EnerSys Amended and Restated 2000 Management Equity Plan (the “Plan”) is intended to provide an incentive to certain officers and key employees of EnerSys, a Delaware corporation (the “Company”), and its Subsidiaries to remain in the employ of the Company and its Subsidiaries and to increase their interest in the success of the Company. The Plan provides an opportunity for participants to obtain a proprietary interest in the Company through the grant of Options. The Plan also provides for participants to acquire Restricted Shares.

2. Definitions.

For purposes of the Plan, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by,” or “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” means an agreement between the Company and an Eligible Person providing for (a) the grant or sale to such Eligible Person of Restricted Shares or (b) the grant to such Eligible Person of Options.

“Award” means an Option or a Restricted Share.

“Beneficial owner” or “beneficially own” has the meaning given such term in Rule 13d-3 under the 1934 Act.

“Beneficiary” or “Beneficiaries” means the person(s) designated by a Participant or his Permitted Transferee in writing to the Company to receive payments or other distributions or rights pursuant to the Plan upon the death of such Participant or his Permitted Transferee. If no Beneficiary is so designated or if no Beneficiary is living at the time a payment, distribution or right becomes payable or distributable pursuant to the Plan, such payment, distribution or right shall be made to the estate of the Participant or a Permitted Transferee thereof. The Participant or Permitted Transferee, as the case may be, shall have the right to change the designated Beneficiaries from time to time by written instrument filed with the Compensation Committee in accordance with such rules as may be specified by the Compensation Committee.

“Board of Directors” means the Board of Directors of the Company.

“Cashless Exercise” means an exercise of Vested Options outstanding under the Plan through (a) the delivery of irrevocable instructions to a broker to make a sale of a number of Option Shares that results in proceeds thereon in an amount required to pay the aggregate exercise price for all the Option Shares underlying such Vested Options being so exercised (and any required withholding tax) and to deliver such proceeds to the Company in satisfaction of such aggregate exercise price or (b) any other surrender to the Company of Option Shares or Vested Options outstanding under the Plan to satisfy the applicable aggregate exercise price (and any withholding tax) required to be paid upon such exercise.

“Cause” means, with respect to any Participant, (a) “cause” as defined in an employment agreement applicable to the Participant (so long as any act or omission constituting “cause” for such purpose was willful), or (b) in the case of a Participant who does not have an employment agreement that defines “cause”: (i) any act or omission that constitutes a material breach by the Participant of any of his obligations under his employment agreement (if any) with the Company or any of its Subsidiaries, the applicable Agreement or any other agreement with the Company or any of its Subsidiaries; (ii) the willful and continued failure or refusal of the Participant substantially to perform the duties required of him as an employee of the Company or any of its Subsidiaries, or performance significantly below the level required or expected of the Participant, as determined by the Company’s Chief Executive Officer; (iii) any willful violation by the Participant of any federal or state law or regulation applicable to the business of the Company or any of its Subsidiaries or Affiliates, or the Participant’s commission of any felony or other crime involving moral turpitude, or any willful perpetration by the Participant of a common law fraud; or (iv) any other misconduct by the Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or any of its Subsidiaries or Affiliates.

“Code” means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

“Commission” means the Securities and Exchange Commission.

“Common Stock” means Common Stock, par value \$0.01 per share.

“Compensation Committee” means the Compensation Committee of the Board of Directors.

“Competing Business” means a business or enterprise (other than the Company and its direct or indirect Subsidiaries) that is engaged in any or all of the manufacture, importing, development, distribution, marketing or sale of:

- (a) motive power batteries and chargers (including, without limitation, batteries and chargers for industrial forklift trucks and other materials handling equipment;
- (b) stationary batteries and chargers (including, without limitation, standby batteries and power supply equipment for wireless and wireline telecommunications applications, such as central telephone exchanges, microwave relay stations, and switchgear and other instrumentation control systems); or

(c) any other product the Company now makes or is currently (or at a relevant time in the future) researching or developing, such as lithium batteries. “Competing Business” also includes the design, engineering, installation or service of stationary and DC power systems, and any consulting and/or turnkey services relating thereto.

“Date of Grant” means the date of grant (or sale with respect to Restricted Shares) of an Award as set forth in the applicable Agreement.

“Eligible Persons” means officers and key employees of the Company and its Subsidiaries.

“Fair Market Value” means, with respect to a share of Common Stock on any relevant day, (a) if such Common Stock is traded on a national securities exchange, the closing price on such day, or if the Common Stock did not trade on such day, the closing price on the most recent preceding day on which there was a trade, (b) if such Common Stock is quoted on an automated quotation system, the closing price on such day, or if the Common Stock did not trade on such day, the mean between the closing bid and asked prices on such day, or (c) in all other cases, the “fair market value” as determined by the Compensation Committee in good faith and using such financial sources as it deems relevant and reliable.

“Good Reason” means, with respect to any Participant, (a) “good reason” as defined in an employment agreement applicable to such Participant, or (b) in the case of a Participant who does not have an employment agreement that defines “good reason”, a failure by the Company to pay material compensation due and payable to the Participant in connection with his employment.

“Legended Certificate” means a certificate evidencing a number of shares of Common Stock issued in connection with an Award and imprinted with a legend to indicate that (a) such shares are subject to the restrictions on transfer set forth in the Plan and the applicable Agreement and, to the extent applicable, the Securityholder Agreement, and (b) if the offer and sale of such shares have not been registered under the 1933 Act, such shares may be sold only pursuant to a registration statement under the 1933 Act or an exemption from registration under the 1933 Act that the Company has determined is available for such sale.

“Management Securityholder” means any of John D. Craig, Michael T. Phillion, Richard W. Zuidema, Charles K. McManus, John A. Shea, Raymond Kubis and Cheryl Diuguid, and such other Persons as are designated as “Management Securityholders” by the Compensation Committee in consultation with the Chief Executive Officer of the Company from time to time, whether or not any such Securityholder is then employed by the Company (and excluding any such person as is designated from time to time by such Compensation Committee in consultation with such Chief Executive Officer).

“MSCP” means Morgan Stanley Dean Witter Capital Partners IV, L.P., a Delaware limited partnership, and its Affiliated partnerships.

“1933 Act” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

“1934 Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

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“Option” means a nonqualified option to purchase shares of Common Stock, subject to the terms and conditions of the Plan.

“Option Price” means, with respect to any Option, the exercise price per share of Common Stock to which it relates.

“Option Shares” means the shares of Common Stock acquired by a Participant upon exercise of an Option.

“outstanding”, with respect to any share of Common Stock, means, as of any date of determination, all shares that have been issued on or prior to such date, other than shares repurchased or otherwise reacquired by the Company or any Affiliate thereof, on or prior to such date.

“Participant” means any Eligible Person who has been granted an Award.

“Performance Options” means Options having an initial Option Price greater than the Fair Market Value of a share of Common Stock as of the Date of Grant.

“Permanent Disability”, with respect to any Participant who is an employee of the Company or any of its Subsidiaries, shall be defined in the same manner as such term or a similar term is defined in an employment agreement applicable to the Participant or, in the case of a Participant who does not have an employment agreement that defines such term or a similar term, means that the Participant is unable to perform substantially all his duties as an employee of the Company or any of its Subsidiaries by reason of illness or incapacity for a period of more than six months, or six months in the aggregate during any 12-month period, established by medical evidence reasonably satisfactory to the Company.

“Permitted Transferee” means, (A) with respect to outstanding shares of Common Stock held by any Participant, (i) any Person that is treated as a “Permitted Transferee” under the Securityholder Agreement or (ii) any Person with respect to which the Board of Directors shall have adopted a resolution stating that the Board of Directors has no objection if a transfer of shares is made to such Person, and (B) with respect to Options or outstanding shares of Common Stock held by any Participant, (i) any Person to whom such shares or Options are transferred by will or the laws of descent and distribution or (ii) the Company.

“Person” means an individual, a partnership, a joint venture, a corporation, an association, a trust, an estate or other entity or organization, including a government or any department or agency thereof.

“Predecessor Plan” means the Yuasa, Inc. Omnibus Stock Plan.

“Public Offering” means an underwritten public offering of equity securities of the Company pursuant to an effective registration statement under the 1933 Act.

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“Restricted Shares” means shares of Common Stock awarded to or sold to a Participant subject to the terms and conditions of the Plan, consisting of shares issued to a Participant in connection with the merger and related transactions by which MSCP initially acquired a majority of the capital stock of the Company.

“Retirement”, with respect to any Participant who is an employee of the Company or any of its Subsidiaries, means resignation or termination of employment on or after the Participant’s 65th birthday (other than termination for Cause); provided, however, that the Compensation Committee may determine in its sole discretion that a resignation or termination of employment under other circumstances shall be considered “Retirement” for purposes of the Plan.

“Roll-Over Options” means Options awarded as of the 2000 Closing Date in exchange for vested stock options held by a Participant under the Predecessor Plan immediately prior to the 2000 Closing.

“Sale of Assets” means a sale by the Company of all or substantially all its assets to a third party that is not an Affiliate of the Company for cash.

“Sale of Common Stock” means the sale by way of merger or otherwise by the Company’s stockholders of more than two-thirds of the outstanding Common Stock of the Company to a third party not Affiliated with the Company (i) for cash, or (ii) for common stock that is listed for trading on a national securities exchange or quoted on an automated quotation system, provided that the Company’s stockholders hold, in the aggregate, less than 40% of the pro forma outstanding common stock of the acquiror immediately upon consummation of the transaction, or (iii) for a combination of cash and common stock that is listed for trading on a national securities exchange or quoted on an automated quotation system, provided that the Company’s stockholders hold, in the aggregate, less than 40% of the pro forma outstanding common stock of the acquiror immediately upon consummation of the transaction.

“Securityholder Agreement” means the Stockholder Agreement dated as of November 9, 2000, among the Company and each of the other parties signatory thereto, as amended from time to time.

“Service Options” means Options having an initial Option Price equal to the Fair Market Value of a share of Common Stock on the Date of Grant and whose vesting is conditioned only upon continued employment with the Company and its Subsidiaries.

“Stock” means Common Stock.

“Subsidiary” means any corporation in which 50% or more of the total combined voting power of all classes of stock is owned, either directly or indirectly, by the Company or another Subsidiary.

“2000 Closing” means the consummation of the transactions by which MSCP acquired a majority of the capital stock of the Company.

“2000 Closing Date” November 9, 2000.

“2002 Closing Date” means March 22, 2002.

“2004 Closing” means the closing of the Company’s initial Public Offering.

“2004 Closing Date” means the time of the 2004 Closing.

“2004 Effective Date” means the time immediately prior to the time at which the Form S-1 registration statement for the Company’s initial Public Offering is declared effective by the Commission.

“2004 Effective Date Award Summary” means the summary of outstanding Awards dated the 2004 Effective Date approved by the Compensation Committee.

“Vested Options” means, as of any date of determination, Options that by their terms have vested and are exercisable on such date.

“Vested Restricted Shares” means, as of any date of determination, Restricted Shares that by their terms have vested as of such date.

A “Wrongful Solicitation” shall be deemed to occur when a Participant or former Participant directly or indirectly (except in the course of his employment with the Company), for the purpose of conducting or engaging in a Competing Business, calls upon, solicits, advises or otherwise does, or attempts to do, business with any Person who is, or was, during the then most recent 12-month period, a customer of the Company or any of its Affiliates, or takes away or interferes or attempts to take away or interfere with any custom, trade, business, patronage or affairs of the Company or any of its Affiliates, or hires or attempts to hire any Person who is, or was during the most recent 12-month period, an employee, officer, representative or agent of the Company or any of its Affiliates, or solicits, induces, or attempts to solicit or induce any person who is an employee, officer, representative or agent of the Company or any of its Affiliates to leave the employ of the Company or any of its Affiliates, or violate the terms of their contract, or any employment agreement, with it.

3. Administration of the Plan.

(a) Members of the Compensation Committee. The Plan shall be administered, and Awards shall be granted hereunder, by the Compensation Committee; provided, however, that for all purposes of the Plan all actions of the Compensation Committee shall require the prior approval of the Board of Directors.

(b) Authority of the Compensation Committee. Subject to Section 3(a), the Compensation Committee shall adopt such rules as it may deem appropriate in order to carry out the purpose of the Plan; all questions of interpretation, administration and application of the Plan shall be determined in good faith by a majority of the members of the Compensation Committee then in office, except that the Compensation Committee may authorize any one or more of its members, or any officer of the Company, to execute and deliver documents on behalf of the Compensation Committee; and the determination of such majority shall be final and binding in all matters relating to the Plan.

4. Number of Shares Issuable in Connection with Awards.

(a) Shares Available for Awards. As of the 2004 Effective Date, the maximum aggregate number of shares of Common Stock that were issued or available to be issued in connection with Awards granted under the Plan is:

- (i) 284,998 shares available for Restricted Shares;
- (ii) 4,106,969 shares available for Service Options;
- (iii) 2,939,888 shares available for Performance Options, which were divided into three tranches as follows: (A) 1,985,345 Performance Options shall constitute Tranche 1, (B) 786,650 Performance Options shall constitute Tranche 2, and (C) 167,893 Performance Options shall constitute Tranche 3;
- (iv) 357,377 shares of Common Stock available for Roll-Over Options.

(b) No Additional Awards. No additional Awards shall be granted under the Plan after the 2004 Closing.

(c) Adjustments. The limits provided for in this Section 4 shall be subject to adjustment as provided in Section 11.

5. Eligible Persons.

Awards may be granted or offered only to Eligible Persons. The Compensation Committee shall have the authority to select the individual Participants to whom Awards may be granted from among such class of Eligible Persons and to determine the number and form of Awards to be granted to each Participant.

6. Agreement.

The terms and conditions of each grant or sale of Awards shall be embodied in an Agreement in a form approved by the Compensation Committee, which shall contain terms and conditions not inconsistent with the Plan and which shall incorporate the Plan by reference. Each Agreement shall: (a) state the date as of which the Award was granted or sold, and (i) in the case of Options, set forth the number and type of Options (Roll-Over, Service or Performance) being granted to the Participant and the applicable Option Price or Option Prices and expiration date(s), and (ii) in the case of Restricted Shares, set forth the number of Restricted Shares being granted or offered to the Participant and, if applicable, the purchase price or other consideration for such Restricted Shares; (b) set forth the vesting schedule; (c) be signed by the recipient of the Award and a person designated by the Compensation Committee; and (d) be delivered to the recipient of the Award.

7. Certain Covenants and Restrictions.

(a) Securityholder Agreement. Each Participant who is a Management Securityholder and who is granted or purchases any Restricted Shares or is granted any Options

(b) Restrictions on Transfer. No Restricted Share or Option Share may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of (or made the subject of any derivative transaction) to or with any third party other than a Permitted Transferee, except as provided, to the extent applicable, in the Securityholder Agreement; provided, however, that such restriction on transfer shall terminate with respect to Participants other than Management Securityholders on the one hundred eightieth day after the 2004 Closing. No Option may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of (or made the subject of any derivative transaction) to or with any third party other than a Permitted Transferee. Each Permitted Transferee (other than the Company) by will or the laws of descent and distribution or otherwise, of any Restricted Shares, Options or Option Shares shall, as a condition to the transfer thereof to such Permitted Transferee, execute an agreement pursuant to which it shall become a party to the Agreement applicable to the transferor.

(c) No Participant will, directly or indirectly, offer, sell, assign, transfer, grant or sell a participation in, create any encumbrance on or otherwise dispose of any Restricted Shares or Option Shares (or solicit any offers to buy or otherwise acquire, or take a pledge of, any Restricted Shares or Option Shares), in any manner that would conflict with or violate the 1933 Act.

8. Options.

(a) Terms of Options Generally. Three types of Options may be awarded under the Plan: Roll-Over Options, Service Options and Performance Options. Roll-Over Options will be awarded exclusively as of the 2000 Closing Date to Participants who hold vested stock options ("Predecessor Options") under the Predecessor Plan immediately prior to the 2000 Closing. Service Options and Performance Options may be granted to any Eligible Person.

Each Roll-Over Option shall entitle the Participant to whom such Roll-Over Option was granted to purchase, upon payment of the relevant Option Price, one share of Common Stock. Each Service Option and each Performance Option shall entitle the Participant to whom such Service Option or Performance Option was granted to purchase, upon payment of the relevant Option Price, one share of Common Stock.

Payment of the Option Price shall be made in cash, or, in the sole discretion of the Compensation Committee, in shares of Common Stock already owned by the Participant, in other property acceptable to the Compensation Committee, or in any combination of cash, shares of Common Stock or such other property; provided, however, that any Participant may, at any time, exercise any Vested Option (or portion thereof) owned by him pursuant to a Cashless Exercise without any prior approval or consent of the Compensation Committee.

Options granted under the Plan shall comply with the following terms and conditions:

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(i) Option Price. Each Agreement relating to an Option shall specify the relevant Option Price. The Option Prices of all Options outstanding at the 2004 Effective Date are as set forth in the 2004 Effective Date Award Summary.

(ii) Vesting.

A. Vesting Schedule. Roll-Over Options shall be vested upon grant. Unless the Compensation Committee in its sole discretion determines otherwise and so sets forth in the applicable Agreement, and except as vesting may be accelerated pursuant to the terms of the Plan or the applicable Agreement, Service Options and Performance Options shall vest and become exercisable in 25% installments on each of the first four anniversaries of the Date of Grant.

B. Acceleration of Vesting. In the event that the 2004 Closing occurs and at such time there remain Service Options and/or Performance Options held by a Participant that have not yet fully vested, then an additional 30% of such Service Options and Performance Options held by such Participant shall vest as of the 2004 Closing. In the event of a Sale of Common Stock or Sale of Assets, all of a Participant's unvested Options shall vest and become exercisable immediately prior to the consummation of such transaction.

(iii) Duration of Options. Subject to earlier termination as provided herein or in the applicable Agreement, all Options shall terminate upon the consummation of a Sale of Common Stock or Sale of Assets and otherwise:

A. Roll-Over Options shall expire, to the extent not previously exercised, on October 30, 2008;

B. Service Options and Performance Options granted on November 9, 2000, shall expire, to the extent not previously exercised, on October 30, 2010, except that Performance Options Tranche 1 shall expire, to the extent not previously exercised, on October 30, 2007; and

C. Service and Performance Options granted on and after March 22, 2002, shall expire, to the extent not previously exercised, on March 22, 2012, except that Performance Options Tranche 1 shall expire, to the extent not previously exercised, on March 22, 2009.

(iv) Termination of Employment. Upon termination of a Participant's employment with the Company and its Subsidiaries, the following terms and conditions shall apply:

A. Regardless of the circumstances of the termination of the Participant's employment, the Participant (or, in the case of the Participant's death, his Beneficiary) may exercise any Roll-Over Options, subject to Section 8(b), at any time until the 365th day following the date of such termination of employment (or, if a Vested Option may not be exercised on the date of such termination of employment because the conditions to exercise set forth in Section

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8(b) are not satisfied, the 365th day following the date on which the Company notifies the Participant that such conditions have been satisfied and that the Option may be exercised), but in no event after the expiration of the Option under the provisions of clause (iii) above;

B. If the Participant's employment is terminated by the Company other than for Cause, or as a result of the Participant's resignation for Good Reason, or as a result of death, Permanent Disability or Retirement, the Participant (or, in the case of the Participant's death, his Beneficiary) may exercise any Service Options and any Performance Options, to the extent vested as of the date of such termination and subject to Section 8(b), at any time until the 60th day following the date of such termination of employment (or, if a Vested Option may not be exercised on the date of such termination of employment because the conditions to exercise set forth in Section 8(b) are not satisfied, the 60th day following the date on which the Company notifies the Participant that such conditions have been satisfied and that the Option may be exercised), but in no event after the expiration of the Option under the provisions of clause (iii) above;

C. If the Participant's employment is terminated by the Company for Cause, or as a result of the Participant's resignation other than for Good Reason, all of the Participant's Service Options and Performance Options (whether or not vested) shall expire and be canceled without any payment therefor as of the date of such termination.

Any Options not exercised within the applicable time period specified above shall expire at the end of such period and be canceled without any payment therefor.

(v) Certain Restrictions. Options granted hereunder shall be exercisable during the Participant's lifetime only by the Participant or a Permitted Transferee.

(vi) Nonqualified Options. All Options shall be "nonqualified" stock options for purposes of the Code.

(vii) Stockholder Rights; Option and Share Adjustments. A Participant shall have no rights as a stockholder with respect to any shares of Common Stock issuable upon exercise of an Option until a certificate or certificates evidencing such shares shall have been issued to such Participant. Except as otherwise provided by the Board of Directors, no

adjustment (including an adjustment of an Option's exercise price) shall be made with respect to (A) outstanding Options for dividends or other distributions, whether made with respect to Common Stock or otherwise, or (B) dividends, distributions or other rights in respect of any share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

(viii) Dividends and Distributions. Any shares of Common Stock or other securities of the Company received by the Participant as a result of a stock dividend or

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other distribution in respect of Option Shares shall be subject to the same restrictions as such Option Shares.

(ix) Future Awards. Notwithstanding the other provisions of this Section, any Options awarded other than in connection with the 2000 Closing shall be subject to the following terms:

A. such Options shall have the vesting schedule, duration and other terms and conditions determined by the Compensation Committee at the time of grant, provided, however, that the duration of any such Option shall not exceed the applicable date as set forth under "Duration of Options" above and provided, further, that such Options shall be subject to the other terms and conditions of the Plan.

(x) Additional Terms and Conditions. Each Option granted hereunder, and any shares of Common Stock issued in connection with such Option, shall be subject to such additional terms and conditions not inconsistent with the Plan as are prescribed by the Compensation Committee and set forth in the applicable Agreement.

(b) Limitation on Exercise. An Option shall not be exercisable unless the offer and sale of the shares of Common Stock subject to the Option have been registered under the 1933 Act and qualified under applicable state "blue sky" laws, or the Company has determined that an exemption from registration under the 1933 Act and from qualification under such state "blue sky" laws is available.

(c) Issuance of Certificate. As soon as practicable following the exercise of any Options, a Legended Certificate evidencing the number of Option Shares issued in connection with such exercise shall be issued in the name of the Participant.

(d) Unvested Options. Upon termination of a Participant's employment with the Company and its Subsidiaries, all Options granted to such Participant that have not theretofore vested (and which do not vest by reason of such termination of employment) shall terminate and be canceled without any payment therefor.

9. Restricted Shares.

(a) Terms of Restricted Shares Generally.

(i) Restricted Shares awarded by the Compensation Committee as of the 2000 Closing Date shall not require payment of any consideration by Participants.

(ii) Restricted Shares awarded other than in connection with the 2000 Closing may be granted for no consideration or offered for sale to any Eligible Person at a purchase price determined by the Compensation Committee in its sole discretion at the time of offering. The purchase price for any such Restricted Shares shall be payable in cash, or, in the sole discretion of the Compensation Committee and to the extent provided in the applicable Agreement, in shares of Common Stock already owned by the

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Participant, in other property acceptable to the Compensation Committee or in any combination of cash, shares of Common Stock or such other property.

(b) Restricted Shares shall comply with the following terms and conditions:

(i) Vesting. Restricted Shares issued in connection with the 2000 Closing shall be vested upon grant.

(ii) Stockholder Rights. A Participant shall have all rights of a stockholder as to the Restricted Shares, including the right to receive dividends and the right to vote in accordance with the Company's Certificate of Incorporation, subject to the restrictions set forth in the Plan, the applicable Agreement and, to the extent applicable, the Securityholder Agreement.

(iii) Dividends and Distributions. Any shares of Common Stock or other securities of the Company received by a Participant as a result of a stock distribution to holders of Restricted Shares or as a stock dividend on Restricted Shares shall be subject to the same restrictions as such Restricted Shares and all references to Restricted Shares hereunder shall be deemed to include such shares of Common Stock or other securities.

(iv) Additional Terms and Conditions. Each Restricted Share granted or offered for sale hereunder shall be subject to such additional terms and conditions not inconsistent with the Plan as are prescribed by the Compensation Committee and set forth in the applicable Agreement.

(c) Issuance of Certificate. At the time of grant or sale of Restricted Shares to a Participant, a Legended Certificate evidencing the appropriate number of shares of Common Stock granted or sold to the Participant as Restricted Shares shall be issued in the name of the Participant.

(d) Unvested Restricted Shares. Upon termination of a Participant's employment with the Company and its Subsidiaries, all Restricted Shares granted or sold to such Participant that have not theretofore vested (and that do not vest by reason of such termination of employment) shall terminate and be canceled without any payment therefor.

10. Certain Forfeitures.

In the event a Participant or former Participant engages in a Competing Business or in Wrongful Solicitation while in the employ of the Company or a Subsidiary, or during the period of 13 months immediately following termination of such employment, the following rules shall apply:

(a) except in the case of Roll-Over Options or Option Shares derived from the exercise thereof, all Restricted Shares, Option Shares and Options (whether such Options are otherwise vested or not) then held by such Person shall be forthwith forfeited without payment or other compensation of any kind; provided, however, that the Company shall remit to the Participant the lesser of (1) the amount (if any) he paid for forfeited Restricted Shares and (2) the Fair Market Value of such Restricted Shares as of the date of termination;

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(b) in the event Vested Restricted Shares were disposed of (for or without receipt of value) during the period commencing one year prior to the initial engagement in a Competing Business or in Wrongful Solicitation through the 13-month anniversary of his termination of employment with the Company or a Subsidiary, then, upon written demand by the Company, the Participant or former Participant, as the case may be, shall forthwith remit to the Company the Fair Market Value of such Vested Restricted Shares, as determined on the date of disposition, less the amount (if any) paid by the Participant for such shares; and

(c) in the event Option Shares (other than shares derived from the exercise of Roll-Over Options) were disposed of (for or without receipt of value) during the period commencing one year prior to the initial engagement in a Competing Business or in Wrongful Solicitation through the 13-month anniversary of his termination of employment with the Company or a Subsidiary, then, upon written demand by the Company, the Participant or former Participant, as the case may be, shall forthwith remit to the Company the Fair Market Value of such Option Shares, as determined on the date of disposition, less the Option Price paid therefor.

11. Effect of Certain Corporate Changes and Changes in Control.

(a) Dilution and Other Adjustments. In the event of a stock dividend or split, the Compensation Committee shall make any, all or any combination of the following adjustments as are necessary or advisable (the form of which shall be determined by the Compensation Committee in its sole discretion) so that each Participant shall be economically indifferent to such event: (i) adjust the number of Awards granted to each Participant and the number of Awards that may be granted generally pursuant to the Plan, (ii) adjust the Option Price of any Options, and (iii) make any other adjustments, or take such action, as the Compensation Committee, in its discretion, deems appropriate. Such adjustments shall be conclusive and binding for all purposes. In the event of a change in the Common Stock that is limited to a change in the designation thereof to "Capital Stock" or other similar designation, or to a change in the par value thereof, or from par value to no par value, without increase or decrease in the number of issued shares of Common Stock, the shares resulting from any such change shall be deemed to be Common Stock within the meaning of the Plan.

(b) Effect of Reorganization. In the event that (i) the Company is merged or consolidated with another corporation, (ii) all or substantially all the assets of the Company are acquired by another corporation, person or entity, (iii) the Company is reorganized, dissolved or liquidated (each such event in (i), (ii) or (iii) being hereinafter referred to as a "Reorganization Event") or (iv) the Board of Directors shall propose that the Company enter into a Reorganization Event, then the Compensation Committee shall make upon consummation of such Reorganization Event any or all of the adjustments described in Section 11(a) as are necessary or advisable in the sole discretion of the Compensation Committee.

12. Miscellaneous.

(a) No Rights to Grants or Continued Employment or Engagement. No Participant shall have any claim or right to receive grants of Awards under the Plan. Neither the Plan nor

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any action taken or omitted to be taken hereunder shall be deemed to create or confer on any Participant any right to be retained in the employ or as an independent contractor of the Company or any Subsidiary or other Affiliate thereof, or to interfere with or to limit in any way the right of the Company or any Subsidiary or other Affiliate thereof to terminate the employment or engagement of such Participant at any time.

(b) Right of Company to Assign Rights and Delegate Duties. The Company shall have the right to assign any of its rights and delegate any of its duties hereunder to any of its Affiliates. The terms and conditions of any Award under the Plan shall be binding upon and shall inure to the benefit of the personal representatives, heirs, legatees and permitted successors and assigns of the relevant Participant and the Company.

(c) Tax Withholding. The Company and its Subsidiaries shall have the right to require any individual entitled to receive shares of Common Stock pursuant to an Award to remit to the Company, prior to the delivery of any certificates evidencing such shares, any amount sufficient to satisfy any federal, state, local or other tax withholding requirements. Prior to the Company's determination of such withholding liability, such individual may make an irrevocable election to satisfy, in whole or in part, such obligation to remit taxes by directing the Company to withhold or sell shares of Common Stock that would otherwise be received by such individual. Such election may be denied by the Compensation Committee in its sole discretion, or may be made subject to certain conditions specified by the Compensation Committee, including, without limitation, conditions intended to avoid the imposition of liability against the individual under Section 16(b) of the 1934 Act. The Company and its Subsidiaries shall also have the right to deduct from any and all cash payments otherwise owed to a Participant any federal, state, local or other taxes required to be withheld with respect to the Participant's participation in the Plan.

(d) No Restriction on Right of Company to Effect Corporate Changes. The Plan shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(e) 1934 Act. Notwithstanding anything contained in the Plan or any Agreement to the contrary, if the consummation of any transaction under the Plan would result in the possible imposition of liability on a Participant pursuant to Section 16(b) of the 1934 Act, the Compensation Committee shall have the right, in its sole discretion, but shall not be obligated, to defer such transaction to the extent necessary to avoid such liability, but in no event for a period in excess of 180 days.

13. Amendment.

The Board of Directors may at any time and from time to time alter, amend, suspend or terminate the Plan in whole or in part. No termination or amendment of the Plan may, without

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the consent of the Participant to whom any Awards shall previously have been granted, adversely affect the rights of such Participant in such Awards; provided, however, that the Participant Committee (as defined below) shall have the authority to approve (without any further consent) any such alteration, amendment, suspension, termination or waiver of any of the rights of the Participants under the Plan or any Agreement or any outstanding Awards so long as such alteration, amendment, suspension, termination or waiver is uniformly applicable to all Participants. As used herein, the "Participant Committee" means John Craig and any additional and successor members of such committee (who shall be Participants and senior executives of the Company) appointed by him or (if Craig is no longer the Chief Executive Officer of the Company) the Board of Directors. Mr. Craig and any such additional or successor members shall not have any liability to any other Participant for any of his acts or omissions as a member of the Participant Committee, unless such act or omission resulted from the fraud, willful misconduct or gross negligence of such Person.

14. Termination of the Plan.

The Plan shall continue until terminated by the Board of Directors pursuant to Section 13 or as otherwise set forth in this Plan, and no further Awards shall be made hereunder after the date of such termination.

15. Headings; Number; Gender.

The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

Words used herein in the singular form shall be construed as being used in the plural form, as appropriate in the relevant context, and *vice versa*. Pronouns used herein of one gender shall be construed as referring to either or both genders, as appropriate in the relevant context.

16. Limited Waiver.

The waiver by the Company of any of its rights under the Plan with respect to any Participant, whether express or implied, shall not operate or be construed as a waiver of any other rights the Company has with respect to such Participant or of any of its rights with respect to any other Participant.

17. Governing Law.

The Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the State of New York without reference to rules relating to conflicts of law.

18. Effective Date.

The EnerSys Amended and Restated 2000 Management Equity Plan shall become effective as of the 2004 Effective Date. In the event the 2004 Closing shall not occur, this amended and restated Plan shall no longer be in effect and the Company's Management Equity Plan as in effect prior to the 2004 Effective Date shall remain in full force and effect thereafter.

INDEMNIFICATION AGREEMENT dated as of _____, _____, between ENERSYS, a Delaware corporation (the "*Company*"), and _____ (the "*Indemnitee*").

WHEREAS, the *Company* has adopted provisions in its Certificate of Incorporation and Bylaws providing for indemnification of its officers and directors to the fullest extent permitted by the DGCL, and the *Company* wishes to clarify and enhance the rights and obligations of the *Company* and the *Indemnitee* with respect to indemnification;

NOW, THEREFORE, in consideration of the *Indemnitee's* service or continued service as a director or officer of the *Company*, the parties hereto agree as follows:

1. *Service by Indemnitee.* The *Indemnitee* agrees to serve or continue to serve as a director or officer of the *Company* so long as the *Indemnitee* is duly elected and qualified or appointed and until such time as the *Indemnitee* resigns or fails to stand for reelection or is removed from his position. The *Indemnitee* may at any time and for any reason resign or be removed from such position in the sole discretion of the *Company* (subject to any other contractual obligation or any obligation or restriction imposed by the Certificate of Incorporation or Bylaws or otherwise by operation of law), in which event the *Company* shall have no obligation hereunder to continue the *Indemnitee* in any such position.

2. *Indemnification.* The *Company* shall indemnify the *Indemnitee* as provided in this Agreement and to the fullest extent permitted by the DGCL in effect on the date hereof and as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the *Company* to provide broader indemnification rights than such law permitted the *Company* to provide prior to such amendment). Without limiting the scope of the indemnification provided by this Section 2, the right to indemnification of the *Indemnitee* provided hereunder shall include, but shall not be limited to, those rights hereinafter set forth; *provided, however*, that no indemnification shall be paid to the *Indemnitee*:

- (a) to the extent prohibited by the DGCL, the Certificate of Incorporation or the Bylaws;
- (b) to the extent payment with respect to any indemnifiable matter is actually made to the *Indemnitee* under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or other agreement of the *Company* or any other Person on whose board the *Indemnitee* serves at the request of the *Company*; or
- (c) in connection with an action, suit or proceeding, or part thereof (including claims and counterclaims) initiated by the *Indemnitee*, except a judicial proceeding or arbitration pursuant to Section 10 to enforce the rights under this Agreement, unless the action, suit or proceeding (or part thereof) was authorized by the Board.

3. *Indemnification in Proceedings other than Proceedings by or in the Right of the Company.* Subject to Section 2, the *Indemnitee* shall be entitled to the indemnification rights provided in this Section 3 if the *Indemnitee* was, is, or is threatened to be made, a party to or a participant in any Proceeding (other than a Proceeding by or in the right of the *Company*) by reason of the *Indemnitee's* Corporate Status, or by reason of anything done or not done by the *Indemnitee* in any such capacity. Pursuant to this Section 3, the *Indemnitee* shall be indemnified against all costs, judgments, penalties, fines, liabilities, amounts paid in settlement by or on behalf of the *Indemnitee*, and Expenses (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses) actually and reasonably incurred by or on behalf of the *Indemnitee* in connection with such Proceeding or any claim, issue or matter therein, if the *Indemnitee* acted in good faith and in a manner the *Indemnitee* reasonably believed to be in or not opposed to the best interests of the *Company*, and with respect to any criminal Proceeding, had no reasonable cause to believe the *Indemnitee's* conduct was unlawful.

4. *Indemnification in Proceedings by or in the Right of the Company.* Subject to Section 2, the *Indemnitee* shall be entitled to the indemnification rights provided in this Section 4 if the *Indemnitee*

was, is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company to procure a judgment in its favor by reason of the Indemnitee's Corporate Status, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section 4, the Indemnitee shall be indemnified against all costs, judgments, penalties, fines, liabilities, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses) actually and reasonably incurred by or on behalf of the Indemnitee in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; *provided, however*, that no such indemnification shall be made in respect of any claim, issue or matter as to which applicable law expressly prohibits such indemnification by reason of any adjudication of liability of the Indemnitee to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is entitled to indemnification for such costs, judgments, penalties, fines, liabilities and Expenses as such court shall deem proper.

5. *Indemnification for Costs, Charges and Expenses of Successful Party.* Notwithstanding the limitations of Sections 3 and 4, to the extent that the Indemnitee is successful, on the merits or otherwise, in whole or in part, in defense of any Proceeding or in defense of any claim, issue or matter therein, including, without limitation, the dismissal of any action without prejudice, or if it is ultimately determined that the Indemnitee is otherwise entitled to be indemnified against Expenses, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

6. *Partial Indemnification.* If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the costs, judgments, penalties, fines, liabilities or Expenses actually and reasonably incurred in connection with any Proceeding, but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such costs, judgments, penalties, fines, liabilities and Expenses actually and reasonably incurred to which the Indemnitee is entitled.

7. *Indemnification for Expenses of a Witness and Additional Expenses.* Notwithstanding any other provision of this Agreement, to the maximum extent permitted by applicable law, the Indemnitee shall be entitled to indemnification against all Expenses actually and reasonably incurred or suffered by the Indemnitee or on the Indemnitee's behalf if the Indemnitee appears as a witness or otherwise incurs legal expenses as a result of or related to the Indemnitee's service as a director or officer of the Company, in any threatened, pending or completed legal, administrative, investigative or other proceeding or matter to which the Indemnitee neither is, nor is threatened to be made, a party.

8. *Determination of Entitlement to Indemnification.* Upon written request by the Indemnitee for indemnification pursuant to Sections 3, 4, 5, 6 or 7, the entitlement of the Indemnitee to indemnification, to the extent not expressly provided for pursuant to the terms of this Agreement, shall be determined by the following person or persons, who shall be empowered to make such determination: (a) if a Change of Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee; and (b) if a Change of Control shall not have occurred, (i) by the Board by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum; (ii) by a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; (iii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee; or (iv) the stockholders of the Company. Such Independent Counsel shall be selected by the Board and approved by the Indemnitee. Upon any failure of the Board so to select such Independent Counsel or upon the

failure of the Indemnitee so to approve, such Independent Counsel shall be selected upon application to a court of competent jurisdiction. Such determination of entitlement to indemnification shall be made not later than 30 days after receipt by the Company of a written request for indemnification. Such request shall include documentation or information that is necessary for such determination and which is reasonably available to the Indemnitee. Any Expenses incurred by the Indemnitee in connection with a request for indemnification or payment of Expenses hereunder, under any other agreement, any provision of the Certificate of Incorporation, Bylaws or any directors' and officers' liability insurance of the Company, shall be borne by the Company. The Company shall indemnify the Indemnitee for any such Expense and agrees to hold the Indemnitee harmless therefrom irrespective of the outcome of the determination of the Indemnitee's entitlement to indemnification. If the person or persons making such determination shall determine that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person or persons shall reasonably prorate such partial indemnification among the claims, issues or matters at issue at the time of the determination. If it is determined that the Indemnitee is entitled to indemnification, payment to the Indemnitee shall be made within seven days after such determination.

9. *Presumptions and Effect of Certain Proceedings.* The Secretary of the Company shall, promptly upon receipt of the Indemnitee's request for indemnification, advise in writing the Board or such other person or persons empowered to make the determination as provided in Section 8 that the Indemnitee has made such request for indemnification. Upon making such request for indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Company shall have the burden of proof in making any determination contrary to such presumption. If the person or persons so empowered to make such determination shall have failed to make the requested determination with respect to indemnification within 30 days after receipt by the Company of such request, a requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent actual and material fraud in the request for indemnification. The termination of any Proceeding described in Sections 3 or 4 by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, (a) create a presumption that the Indemnitee did not act in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that the Indemnitee's conduct was unlawful; or (b) otherwise adversely affect the rights of the Indemnitee to indemnification except as may be provided herein.

10. *Remedies of the Indemnitee in Cases of Determination not to Indemnify or to pay Expenses.* In the event that a determination is made that the Indemnitee is not entitled to indemnification hereunder or if payment has not been timely made following a determination of entitlement to indemnification pursuant to Sections 8 and 9, or if Expenses are not paid pursuant to Section 15, the Indemnitee shall be entitled to final adjudication in a court of competent jurisdiction of entitlement to such indemnification or payment. Alternatively, the Indemnitee, at the Indemnitee's option, may seek an award in an arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association, such award to be made within 60 days following the filing of the demand for arbitration. The Company shall not oppose the Indemnitee's right to seek any such adjudication or award in arbitration or any other claim. The determination in any such judicial proceeding or arbitration shall be made *de novo* and the Indemnitee shall not be prejudiced by reason of a determination (if so made) pursuant to Section 8 or 9 that the Indemnitee is not entitled to indemnification. If a determination is made or deemed to have been made pursuant to the terms of Section 8 or 9 that the Indemnitee is entitled to indemnification, the Company shall be bound by such determination and is precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If

the court or arbitrator shall determine that the Indemnitee is entitled to any indemnification or payment of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by or on behalf of the Indemnitee in connection with or in relation to such adjudication or award in arbitration (including, but not limited to, any appellate Proceedings).

11. *Non-Exclusivity.* Indemnification and payment of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may now or in the future be entitled under any provision of the Bylaws of the Company or other organizational documents of the Company, vote of stockholders or resolution of directors, provision of law, agreement or otherwise.

12. *Expenses to Enforce Agreement.* In the event that the Indemnitee is subject to or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce the Indemnitee's rights under, or to recover damages for breach of, this Agreement, the Indemnitee, if the Indemnitee prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against any actual Expenses incurred by the Indemnitee.

13. *Continuation of Indemnity.* All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is a director, officer, employee, fiduciary or agent of the Company or is serving at the request of the Company as a director, officer, employee, fiduciary or agent of any other entity (including, but not limited to, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise) and shall continue thereafter with respect to any possible claims based on the fact that the Indemnitee was a director, officer, employee, fiduciary or agent of the Company or was serving at the request of the Company as a director, officer, employee, fiduciary or agent of any other entity (including, but not limited to, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise). This Agreement shall be binding upon all successors and assigns of the Company (including any transferee of all or substantially all its assets and any successor by merger or operation of law) and shall inure to the benefit of the heirs, personal representatives and estate of the Indemnitee.

14. *Notification and Defense of Claim.* Promptly after receipt by the Indemnitee of notice of any Proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company in writing of the commencement thereof; but the omission so to notify the Company will not relieve it from any liability that it may have to the Indemnitee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which the Indemnitee notifies the Company:

- (a) the Company shall be entitled to participate therein at its own expense; and
- (b) except as otherwise provided in this Section 14(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election so to assume the defense thereof, the Company shall not be liable to the Indemnitee under this Agreement for any expenses of counsel subsequently incurred by the Indemnitee in connection with the defense thereof except as otherwise provided below. The Indemnitee shall have the right to employ the Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee unless, (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such action, or (iii) the Company shall not within 15 days of receipt of notice from the Indemnitee in fact have employed counsel to assume the defense of the action, in each of

which cases the fees and expenses of the Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have made the conclusion provided for in (ii) above; and

- (c) if the Company has assumed the defense of a Proceeding, the Company shall not be liable to indemnify the Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on or disclosure obligation with respect to the Indemnitee without the Indemnitee's prior written consent. Neither the Company nor the Indemnitee will unreasonably withhold its consent to any proposed settlement.

15. *Payment of Expenses.* All Expenses incurred by the Indemnitee in advance of the final disposition of any Proceeding shall be paid by the Company at the request of the Indemnitee, each such payment to be made within seven days after the receipt by the Company of a statement or statements from the Indemnitee requesting such payment or payments from time to time, whether prior to or after final disposition of such Proceeding. The Indemnitee's entitlement to such Expenses shall include those incurred in connection with any Proceeding by the Indemnitee seeking a judgment in court or an adjudication or award in arbitration pursuant to this Agreement (including the enforcement of this provision). Such statement or statements shall reasonably evidence the expenses and costs incurred by the Indemnitee in connection therewith and shall include or be accompanied by an undertaking, in substantially the form attached as Exhibit A, by or on behalf of the Indemnitee to reimburse such amount if it is finally determined, after all appeals by a court of competent jurisdiction, that the Indemnitee is not entitled to be indemnified against such Expenses by the Company as provided by this Agreement or otherwise. The payment of Expenses shall be made without regard to the Indemnitee's ability to repay the Expenses and without regard to the Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. The payment of Expenses shall be unsecured and interest-free.

16. *Severability; Prior Indemnification Agreements.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Company provide protection to the Indemnitee to the fullest enforceable extent. This Agreement shall supersede and replace any prior indemnification agreements entered into by and between the Company and the Indemnitee and any such prior agreements shall be terminated upon execution of this Agreement.

17. *Headings; References; Pronouns.* The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. References herein to section numbers are to sections of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as appropriate.

18. *Definitions.* For purposes of this Agreement:

"Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934.

"Board" means the Board of Directors of the Company.

"Bylaws" means the Bylaws of the Company.

"Certificate of Incorporation" means Certificate of Incorporation of the Company.

"Change in Control" means the occurrence of any one of the following:

- (a) any Person, including any "group", as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, (other than any shareholders at the 2004 Closing or Metalmark Capital LLC, a Delaware limited liability company) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing a majority of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a Qualifying Business Combination described in paragraph (c) below or who becomes such a Beneficial Owner as a result of a change in ownership percentage resulting solely from an acquisition of securities by the Company; or
- (b) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, as of the 2004 Closing, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least 66²/₃% of the directors then still in office who either were directors at the 2004 Closing or whose appointment, election or nomination for election was previously so approved or recommended; or
- (c) there is consummated a reorganization, merger or consolidation of the Company with, or sale or other disposition of at least 80% of the assets of the Company in one or a series of related transactions to, any other Person (a "Business Combination"), other than a Business Combination that would result in the voting securities of the Company outstanding immediately prior to such Business Combination continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such Business Combination (a "Qualifying Business Combination"); or
- (d) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all the Company's assets, other than a sale or disposition by the Company of all or substantially all the Company's assets to an entity, more than 50% of the combined voting power of the outstanding securities of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

"Corporate Status" means the status of a person who is or was a director, officer, employee, fiduciary or agent of the Company or of any other entity including, but not limited to, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

"DGCL" means the Delaware General Corporation Law.

"Disinterested Director" means a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by the Indemnitee.

"Expenses" includes, without limitation, expenses incurred in connection with the defense or settlement of any and all investigations, judicial or administrative proceedings or appeals, court

costs, transcript costs, attorneys' fees, witness fees and expenses, fees and expenses of accountants and other advisors, expert fees and expenses, duplication costs, printing and binding costs, telephone charges, postage, delivery service fees, retainers and disbursements and advances thereon, the premium, security for, and other costs relating to any bond (including cost bonds, appraisal bonds or their equivalents), and any expenses of establishing a right to indemnification under Sections 8, 10 and 12 but shall not include the amount of judgments, fines or penalties actually levied against the Indemnitee.

"*Independent Counsel*" means a law firm or a member of a law firm that is experienced in matters of corporation law and neither currently is nor in the past three years has been retained to represent: (a) the Company (or any majority stockholder thereof) or the Indemnitee or any affiliate of either thereof in any matter material to either such party, or (b) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or in relation to this Agreement or its engagement pursuant hereto.

"*Person*" means an individual, a partnership, a joint venture, a corporation, an association, a trust, an estate or other entity or organization, including a government or any department or agency thereof.

"*Proceeding*" includes any threatened, pending or completed investigation, action, suit, arbitration, alternate dispute resolution, mechanism, inquiry, administrative hearing or any other proceeding, whether brought by or in the right of the Company or otherwise, against the Indemnitee, for which indemnification is not prohibited under Sections 2(a), (b), (c) and (d) and whether of a civil, criminal, administrative or investigative nature, including, but not limited to, actions, suits or proceedings in which the Indemnitee may be or may have been involved as a party or otherwise, by reason of the fact that the Indemnitee is or was a director, officer, employee, fiduciary or agent of the Company, or is or was serving, at the request of the Company, as a director, officer, employee, fiduciary or agent of any other entity, including, but not limited to, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, or by reason of anything done or not done by the Indemnitee in any such capacity, whether or not the Indemnitee is acting or serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement.

"*2004 Closing*" means the closing of the Company's initial public offering.

19. *Miscellaneous.* (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

- (b) This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought need be produced as evidence of the existence of this Agreement.
- (c) This Agreement shall not be deemed an employment contract between the Company and the Indemnitee who is an officer of the Company.
- (d) Upon a payment to the Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all the rights of the Indemnitee to recover against any Person

for such liability, and the Indemnitee shall execute all documents and instruments required and shall take such other actions as may be necessary to secure such rights, including the execution of such documents as may be necessary for the Company to bring suit to enforce such rights.

- (e) No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.
- (f) The Company shall not be liable under this Agreement to make any payment which is prohibited by applicable law, including, without limitation, any liability of the Indemnitee to the Company under Section 16(b) of the Securities Exchange Act of 1934.

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

ENERSYS

By:

Name:
Title:

INDEMNITEE

Name:
Title:

UNDERTAKING TO REPAY INDEMNIFICATION EXPENSES

I, _____, agree to reimburse the Company for all Expenses paid by the Company in connection with any Proceeding, upon the terms and subject to the conditions set forth in Section 15 of the Indemnification Agreement dated as of _____, 2004, between the Company and me (the defined terms herein being as defined in such agreement).

Signature

Name:

**ENERSYS
2004 EQUITY INCENTIVE PLAN**

1. *Purpose.*

The EnerSys 2004 Equity Incentive Plan (the "*Plan*") is intended to provide an incentive to employees and non-employee directors of EnerSys, a Delaware corporation (the "*Company*"), and its Subsidiaries to remain in the service of the Company and its Subsidiaries and to increase their interest in the success of the Company in order to promote the long-term interests of the Company. The Plan seeks to promote the highest level of performance by providing an economic interest in the long-term performance of the Company.

2. *Definitions.*

For purposes of the Plan, the following terms have the following meanings:

"*Affiliate*" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, "*control*" (including with correlative meanings, the terms "*controlling*", "*controlled by*" or "*under common control with*"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"*Agreement*" means an agreement between the Company and an Eligible Person providing for the grant of an Award hereunder.

"*Award*" means any Option, Stock Appreciation Right, Restricted Shares, Bonus Stock, Stock Unit, Performance Share, or other incentive payable in cash or in shares of Common Stock as may be designated by the Compensation Committee from time to time under the Plan.

"*Beneficial Owner*" shall have the meaning set forth in Rule 13d-3 under the Act.

"*Beneficiary*" or "*Beneficiaries*" means the person(s) designated by a Participant or his Permitted Transferee in writing to the Company to receive payments or other distributions or rights pursuant to the Plan upon the death of such Participant or his Permitted Transferee. If no Beneficiary is so designated or if no Beneficiary is living at the time a payment, distribution or right becomes payable or distributable pursuant to the Plan, such payment, distribution or right shall be made to the estate of the Participant or a Permitted Transferee thereof. The Participant or Permitted Transferee, as the case may be, shall have the right to change the designated Beneficiaries from time to time by written instrument filed with the Compensation Committee in accordance with such rules as may be specified by the Compensation Committee.

"*Board of Directors*" means the Board of Directors of the Company.

"*Bonus Shares*" mean an Award of shares of Common Stock granted under Section 9 that are fully vested when granted.

"*Cashless Exercise*" means an exercise of Vested Options outstanding under the Plan through (a) the delivery of irrevocable instructions to a broker to make a sale of a number of Option Shares that results in proceeds thereon in an amount required to pay the aggregate exercise price for all the shares underlying such Vested Options being so exercised (and any required withholding tax) and to deliver such proceeds to the Company in satisfaction of such aggregate exercise price or (b) any other surrender to the Company of Option Shares or Vested Options outstanding under the Plan to satisfy the applicable aggregate exercise price (and any withholding tax) required to be paid upon such exercise.

"Cause" means, with respect to any Participant, (a) "cause" as defined in an employment agreement applicable to the Participant (so long as any act or omission constituting "cause" for such purpose was willful), or (b) in the case of a Participant who does not have an employment agreement that defines "cause": (i) any act or omission that constitutes a material breach by the Participant of any of his obligations under his employment agreement (if any) with the Company or any of its Subsidiaries, the applicable Agreement or any other agreement with the Company or any of its Subsidiaries; (ii) the willful and continued failure or refusal of the Participant substantially to perform the duties required of him as an employee of the Company or any of its Subsidiaries, or performance significantly below the level required or expected of the Participant, as determined by the Compensation Committee; (iii) any willful violation by the Participant of any federal or state law or regulation applicable to the business of the Company or any of its Subsidiaries or Affiliates, or the Participant's commission of any felony or other crime involving moral turpitude, or any willful perpetration by the Participant of a common law fraud; or (iv) any other misconduct by the Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or any of its Subsidiaries or Affiliates.

"Change in Control" means the occurrence of any one of the following:

(a) any Person, including any "group", as defined in Section 13(d)(3) of 1934 Act, (other than any stockholder at the 2004 Closing or Metalmark Capital LLC, a Delaware limited liability company) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing a majority of the combined voting power of the Company's then Outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a Qualifying Business Combination described in paragraph (c) below or who becomes such a Beneficial Owner as a result of a change in ownership percentage resulting solely from an acquisition of securities by the Company; or

(b) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors: individuals who, as of the 2004 Closing, constitute the Board of Directors and any new director whose appointment or election by the Board of Directors or nomination for election by the Company's stockholders was approved or recommended by a vote of at least 66²/₃% of the directors then still in office who either were directors at the 2004 Closing or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) there is consummated a reorganization, merger or consolidation of the Company with, or sale or other disposition of at least 80% of the assets of the Company in one or a series of related transactions to, any other Person (a "Business Combination"), other than a Business Combination that would result in the voting securities of the Company Outstanding immediately prior to such Business Combination continuing to represent (either by remaining Outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof Outstanding immediately after such Business Combination (a "Qualifying Business Combination"); or

(d) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, more than 50% of the combined voting power of the Outstanding securities of which is owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

"Common Stock" means shares of Common Stock, par value \$0.01 per share, of the Company.

"Compensation Committee" means the Compensation Committee of the Board of Directors.

"*Competing Business*" means a business or enterprise (other than the Company and its direct or indirect Subsidiaries) that is engaged in any or all of the manufacture, importing, development, distribution, marketing or sale of:

- (a) motive power batteries and chargers (including, without limitation, batteries and chargers for industrial forklift trucks and other materials handling equipment;
- (b) stationary batteries and chargers (including, without limitation, standby batteries and power supply equipment for wireless and wireline telecommunications applications, such as central telephone exchanges, microwave relay stations, and switchgear and other instrumentation control systems); or
- (c) any other product the Company now makes or is currently (or at a relevant time in the future) researching or developing, such as lithium batteries.

"*Competing Business*" also includes the design, engineering, installation or service of stationary and DC power systems, and any consulting and/or turnkey services relating thereto.

"*Date of Grant*" means the date of grant of an Award as set forth in the applicable Agreement.

"*Eligible Persons*" means employees and non-employee directors of the Company and its Subsidiaries.

"*Fair Market Value*" means, with respect to a share of Common Stock on any relevant day, (a) if such Common Stock is traded on a national securities exchange, the closing price on such day, or if the Common Stock did not trade on such day, the closing price on the most recent preceding day on which there was a trade, (b) if such Common Stock is quoted on an automated quotation system, the closing price on such day, or if the Common Stock did not trade on such day, the mean between the closing bid and asked prices on such day, or (c) in all other cases, the "*fair market value*" as determined by the Compensation Committee in good faith and using such financial sources as it deems relevant and reliable.

"*Good Reason*" means, with respect to any Participant, (a) "*good reason*" as defined in an employment agreement applicable to such Participant, or (b) in the case of a Participant who does not have an employment agreement that defines "good reason", a failure by the Company to pay material compensation due and payable to the Participant in connection with his employment.

"*Incentive Stock Option*" means an Option granted with the intention that it qualify as an "incentive stock option" as that term is defined in Section 422 of the Code or any successor provision.

"*1933 Act*" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

"*1934 Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"*Nonqualified Stock Option*" means an Option other than an Incentive Stock Option.

"*Option*" means a right to purchase Common Stock granted pursuant to Section 8.

"*Option Price*" means, with respect to any Option, the exercise price per share of Common Stock to which it relates.

"*Option Shares*" means the shares of Common Stock acquired by a Participant upon exercise of an Option.

"*Outstanding*", with respect to any share of Common Stock, means, as of any date of determination, all shares that have been issued on or prior to such date, other than shares repurchased or otherwise reacquired by the Company or any Affiliate thereof, on or prior to such date.

"Participant" means any Eligible Person who has been granted an Award.

"Performance Share" has the meaning set forth in Section 12.

"Permanent Disability", with respect to any Participant who is an employee of the Company or any of its Subsidiaries, shall be defined in the same manner as such term or a similar term is defined in an employment agreement applicable to the Participant or, in the case of a Participant who does not have an employment agreement that defines such term or a similar term, means that the Participant is unable to perform substantially all his duties as an employee of the Company or any of its Subsidiaries by reason of illness or incapacity for a period of more than six months, or six months in the aggregate during any 12-month period, established by medical evidence reasonably satisfactory to the Compensation Committee.

"Permitted Transferee" means, (A) with respect to outstanding shares of Common Stock held by any Participant, any Person with respect to which the Board of Directors shall have adopted a resolution stating that the Board of Directors has no objection if a transfer of shares is made to such Person, and (B) with respect to Awards, or any other share of Common Stock issued as or pursuant to any Award, held by any Participant, (i) any Person to whom such Awards or other shares are transferred by will or the laws of descent and distribution or (ii) the Company.

"Person" means an individual, a partnership, a joint venture, a corporation, an association, a trust, an estate or other entity or organization, including a government or any department or agency thereof.

"Public Offering" means an underwritten public offering of equity securities of the Company pursuant to an effective registration statement under the 1933 Act.

"Qualifying Performance Criteria" has the meaning set forth in Section 14(a) of the Plan.

"Restricted Shares" mean shares of Common Stock awarded to a Participant subject to the terms and conditions of the Plan under Section 9, the rights of ownership of which are subject to restrictions prescribed by the Compensation Committee.

"Retirement", with respect to any Participant who is an employee of the Company or any of its Subsidiaries, means resignation or termination of employment on or after the Participant's 65th birthday (other than termination for Cause); *provided, however*, that the Compensation Committee may determine in its sole discretion that a resignation or termination of employment under other circumstances shall be considered "Retirement" for purposes of the Plan.

"Stock Appreciation Right" means a right that entitles the Participant to receive, in cash or Common Stock (as determined by the Compensation Committee in its sole discretion) value equal to or otherwise based on the excess of (a) the Fair Market Value of a specified number of shares of Common Stock at the time of exercise over (b) the exercise price of the right, as established by the Compensation Committee on the Date of Grant.

"Stock Unit" means an Award granted under Section 11 denominated in units of Common Stock.

"Subsidiary" means any corporation in which more than 50% of the total combined voting power of all classes of stock is owned, either directly or indirectly, by the Company or another Subsidiary.

"2004 Closing" means the closing of the Company's initial Public Offering.

"Vested Options" means, as of any date of determination, Options that by their terms have vested and are exercisable on such date.

"Vested Restricted Shares" means, as of any date of determination, Restricted Shares that by their terms have vested as of such date.

A "*Wrongful Solicitation*" shall be deemed to occur when a Participant or former Participant directly or indirectly (except in the course of his employment with the Company), for the purpose of conducting or engaging in a Competing Business, calls upon, solicits, advises or otherwise does, or attempts to do, business with any Person who is, or was, during the then most recent 12-month period, a customer of the Company or any of its Affiliates, or takes away or interferes or attempts to take away or interfere with any custom, trade, business, patronage or affairs of the Company or any of its Affiliates, or hires or attempts to hire any Person who is, or was during the most recent 12-month period, an employee, officer, representative or agent of the Company or any of its Affiliates, or solicits, induces, or attempts to solicit or induce any person who is an employee, officer, representative or agent of the Company or any of its Affiliates to leave the employ of the Company or any of its Affiliates, or violate the terms of their contract, or any employment agreement, with it.

3. *Administration of the Plan.*

(a) *Members of the Compensation Committee.* The Plan shall be administered, and Awards shall be granted hereunder, by the Compensation Committee; provided, however, that for all purposes of the Plan all actions of the Compensation Committee shall require the prior approval of the Board of Directors.

(b) *Authority of the Compensation Committee.* Subject to Section 3(a), the Compensation Committee shall have full discretionary power and authority, subject to such resolutions not inconsistent with the provisions of the Plan or applicable law as may from time to time be adopted by the Board, to (a) interpret and administer the Plan and any instrument or agreement entered into under the Plan, (b) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, and (c) make any determination and take any other action that the Compensation Committee deems necessary or desirable for administration of the Plan. All questions of interpretation, administration and application of the Plan shall be determined in good faith by a majority of the members of the Compensation Committee then in office, except that the Compensation Committee may authorize any one or more of its members, or any officer of the Company, to execute and deliver documents on behalf of the Compensation Committee, and the determination of such majority shall be final and binding in all matters relating to the Plan.

4. *Number of Shares Issuable in Connection with Awards.*

(a) *Original Limit.* The maximum aggregate number of shares of Common Stock that may be issued in connection with Awards granted under the Plan is 1,000,000 shares.

(b) *Replenishment Provisions.* Shares subject to any Awards that expire without being exercised or that are forfeited shall again be available for future grants of Awards. In addition, Shares subject to Awards that have been retained by the Company in payment or satisfaction of the purchase price or tax withholding obligation of an Award shall not count against the limit set forth in paragraph (a) above. The Company shall not be under any obligation, however, to make any such future Awards.

(c) *Adjustments.* The limits provided for in this Section 4 shall be subject to adjustment as provided in Section 16(a).

5. *Eligible Persons.*

Awards may be granted or offered only to Eligible Persons. The Compensation Committee shall have the authority to select the individual Participants to whom Awards may be granted from among such class of Eligible Persons and to determine the number and form of Awards to be granted to each Participant.

6. *Agreement.*

The terms and conditions of each grant or sale of Awards shall be embodied in an Agreement in a form approved by the Compensation Committee, which shall contain terms and conditions not inconsistent with the Plan and which shall incorporate the Plan by reference. Each Agreement shall: (a) state the date as of which the Award was granted or sold, and (i) in the case of Options and Stock Appreciation Rights, set forth the number of Options and Stock Appreciation Rights being granted to the Participant and the applicable Option Price and/or exercise price (for Stock Appreciation Rights) and expiration date(s), and (ii) in the case of Restricted Shares and other Awards, set forth the number of Restricted Shares or other Awards being granted or offered to the Participant and, if applicable, the purchase price or other consideration for such Restricted Shares or other Awards; (b) set forth the vesting schedule (if any); (c) be signed by the recipient of the Award and a person designated by the Compensation Committee; and (d) be delivered to the recipient of the Award.

7. *Restrictions on Transfer.*

(a) *Restrictions on Transfer.* No Restricted Share, Bonus Stock, Performance Share or Option Share or other share of Common Stock issued as or pursuant to any Award may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of (or made the subject of any derivative transaction) to or with any third party (other than a Permitted Transferee); *provided, however*, that any such restriction on transfer shall terminate as to any such share when such share is no longer subject to any term, condition or other restriction under the Plan (other than Section 7(b)). No Option, Stock Appreciation Right, Stock Unit or other Award not in the form of a share of Common Stock may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of (or made the subject of any derivative transaction) to or with any third party other than a Permitted Transferee. Each Permitted Transferee (other than the Company) by will or the laws of descent and distribution or otherwise, of any Award (or share issued in respect thereof) shall, as a condition to the transfer thereof to such Permitted Transferee, execute an agreement pursuant to which it shall become a party to the Agreement applicable to the transferor.

(b) No Participant will, directly or indirectly, offer, sell, assign, transfer, grant or sell a participation in, create any encumbrance on or otherwise dispose of any Award or any Shares with respect thereto (or solicit any offers to buy or otherwise acquire, or take a pledge of, any Award or any Shares with respect thereto), in any manner that would conflict with or violate the 1933 Act.

8. *Options.*

(a) *Terms of Options Generally.* The Compensation Committee may grant Options designated as Incentive Stock Options or Nonqualified Stock Options. Options may be granted to any Eligible Person. Each Option shall entitle the Participant to whom such Option was granted to purchase, upon payment of the relevant Option Price, one share of Common Stock. Options granted under the Plan shall comply with the following terms and conditions:

(i) *Option Price.*

A. The Option Price for shares purchased under an Option shall be as determined by the Compensation Committee, but shall not be less than the Fair Market Value of the Common Stock as of the Date of Grant, except in the case of substitute awards issued by the Company in connection with an acquisition or other corporate transaction.

B. The Option Price for shares purchased under an Option shall be paid in full to the Company by delivery of consideration equal to the product of the Option Price and the number of shares purchased, together with any amounts required to be withheld for tax purposes under Section 17(c) of this Plan. Such consideration must be paid before the Company will issue the

shares being purchased and must be in a form or a combination of forms acceptable to the Compensation Committee for that purchase, which forms may (but are not required to) include:

(A) cash;

(B) check or wire transfer;

(C) tendering (either actually or by attestation) shares of Common Stock already owned by the Participant, provided that the shares have been held for the minimum period required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes or were not acquired from the Company as compensation;

(D) to the extent permitted by applicable law, Cashless Exercise; or

(E) such other consideration as the Compensation Committee may permit in its sole discretion; *provided, however*, that any Participant may, at any time, exercise any Vested Option (or portion thereof) owned by him pursuant to a Cashless Exercise without any prior approval or consent of the Compensation Committee.

(ii) *Vesting of Options.* Each Option shall vest and become exercisable on such terms and conditions or shall be prescribed by the Compensation Committee.

(iii) *Duration of Options.* Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Option shall be as established for that Option by the Compensation Committee but in no event shall be greater than ten years from the Date of Grant.

(iv) *Exercise Following Termination of Employment.* Upon termination of a Participant's employment with the Company and its Subsidiaries, unless otherwise determined otherwise by the Compensation Committee in its sole discretion, the following terms and conditions shall apply:

A. if the Participant's employment is terminated by the Company other than for Cause, or as a result of the Participant's resignation for Good Reason, or as a result of death, Permanent Disability or Retirement, the Participant (or, in the case of the Participant's death, his Beneficiary) may exercise any Options, to the extent vested as of the date of such termination, at any time until the earlier of (I) the 60th day following the date of such termination of employment, and (II) the expiration of the Option under the provisions of clause (iii) above; and

B. if the Participant's employment is terminated by the Company for Cause, or as a result of the Participant's resignation other than for Good Reason, all of the Participant's Options (whether or not vested) shall expire and be canceled without any payment therefor as of the date of such termination.

Any Options not exercised within the applicable time period specified above shall expire at the end of such period and be canceled without any payment therefor.

(v) *Certain Restrictions.* Options granted hereunder shall be exercisable during the Participant's lifetime only by the Participant.

(vi) *Stockholder Rights; Option and Share Adjustments.* A Participant shall have no rights as a stockholder with respect to any shares of Common Stock issuable upon exercise of an Option until a certificate or certificates evidencing such shares shall have been issued to such Participant. Except as otherwise provided by the Board of Directors, no adjustment (including an adjustment of an Option's exercise price) shall be made with respect to (A) outstanding Options for dividends or other distributions, whether made with respect to Common Stock or otherwise, or (B) dividends, distributions or other rights in respect of any share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

(vii) *Dividends and Distributions.* Any shares of Common Stock or other securities of the Company received by the Participant as a result of a stock dividend or other distribution in respect of Option Shares shall be subject to the same restrictions as such Option Shares.

(viii) *Incentive Stock Options.* Incentive Stock Options granted under this Plan shall be subject to the following additional conditions, limitations and restrictions:

A. Incentive Stock Options may be granted only to employees of the Company or a Subsidiary or parent corporation of the Company, within the meaning of Section 424 of the Code.

B. No Incentive Stock Option may be granted under this Plan after the 10-year anniversary of the date on which the Plan is adopted by the Board or, if earlier, the date on which the Plan is approved by the Company's stockholders.

C. The aggregate Fair Market Value (as of the Date of Grant) of the Common Stock with respect to which the Incentive Stock Options awarded to any Participant first become exercisable during any calendar year may not exceed \$100,000. For purposes of the \$100,000 limit, the Participant's Incentive Stock Options under this Plan and all other plans maintained by the Company and its Subsidiaries will be aggregated. To the extent any Incentive Stock Option would exceed the \$100,000 limit, the Incentive Stock Option will thereafter be treated as a Nonqualified Stock Option for all purposes. No Incentive Stock Option may be granted to any individual who owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Subsidiary.

D. If the Compensation Committee exercises its discretion to permit an Incentive Stock Option to be exercised by a Participant more than three months after the termination of a Participant's employment for any reason (or more than 12 months if the Participant is permanently and totally disabled, within the meaning of Section 22(e) of the Code), the Incentive Stock Option will thereafter be treated as a Nonqualified Stock Option for all purposes. For purposes of this subclause D, a Participant's employment relationship will be treated as continuing uninterrupted during any period that the Participant is on military leave, sick leave or another Approved Leave of Absence if the period of leave does not exceed 90 consecutive days, or a longer period to the extent that the Participant's right to reemployment with the Company or a Subsidiary is guaranteed by statute or by contract. If the period of leave exceeds 90 consecutive days and the Participant's right to reemployment is not guaranteed by statute or contract, the employment relationship will be deemed to have ceased on the 91st day of the leave.

(ix) *Additional Terms and Conditions.* Each Option granted hereunder, and any shares of Common Stock issued in connection with such Option, shall be subject to such additional terms and conditions not inconsistent with the Plan as are prescribed by the Compensation Committee and set forth in the applicable Agreement.

(b) *Unvested Options.* Upon termination of a Participant's employment with the Company and its Subsidiaries, all Options granted to such Participant that have not theretofore vested (and which do not vest by reason of such termination of employment) shall terminate and be canceled without any payment therefor.

9. *Restricted Shares and Bonus Shares.*

(a) *Terms of Restricted Shares and Bonus Shares Generally.* Restricted Shares and Bonus Shares awarded by the Compensation Committee shall not require payment of any consideration by Participants, except as otherwise determined by the Compensation Committee in its sole discretion.

(b) Restricted Shares and Bonus Shares shall comply with the following terms and conditions:

(i) *Vesting.* Any Awards of Restricted Shares shall vest in accordance with a vesting schedule to be specified by the Compensation Committee. Except as vesting may be accelerated pursuant to the terms of the Plan, such restrictions shall not terminate prior to three years after the Date of Grant. Bonus Shares shall be fully vested when granted.

(ii) *Stockholder Rights.* Unless otherwise determined by the Compensation Committee in its sole discretion, a Participant shall have all rights of a stockholder as to the Restricted Shares and Bonus Shares awarded to such Participant, including the right to receive dividends and the right to vote in accordance with the Company's Certificate of Incorporation, subject to the restrictions set forth in the Plan and the applicable Agreement.

(iii) *Dividends and Distributions.* Any shares of Common Stock or other securities of the Company received by a Participant as a result of a stock distribution to holders of Restricted Shares or as a stock dividend on Restricted Shares shall be subject to the same restrictions as such Restricted Shares or Bonus Shares and all references to Restricted Shares or Bonus Shares hereunder shall be deemed to include such shares of Common Stock or other securities.

(iv) *Additional Terms and Conditions.* Each Restricted Share and Bonus Share granted or offered for sale hereunder shall be subject to such additional terms and conditions not inconsistent with the Plan as are prescribed by the Compensation Committee and set forth in the applicable Agreement.

(c) *Unvested Restricted Shares.* Unless otherwise determined by the Compensation Committee in its sole discretion, upon termination of a Participant's employment with the Company and its Subsidiaries, all Restricted Shares granted or sold to such Participant that have not theretofore vested (and that do not vest by reason of such termination of employment) shall terminate and be canceled without any payment therefor.

10. *Stock Appreciation Rights.*

Stock Appreciation Rights may be granted to Participants either alone ("*freestanding*") or in addition to or in tandem with other Awards granted under the Plan and may, but need not, relate to a specific Option granted hereunder. The provisions of Stock Appreciation Rights need not be the same with respect to each grant or each recipient. Any Stock Appreciation Right granted in tandem with an Option may be granted at the same time such Option is granted or at any time thereafter before exercise or expiration of such Option. All Stock Appreciation Rights granted under the Plan shall be granted subject to the same terms and conditions applicable to Nonqualified Stock Options as set forth in Section 8(a); *provided, however*, that Stock Appreciation Rights granted in tandem with a previously granted Option shall have the terms and conditions as such Option. Subject to the provisions of Section 8, the Compensation Committee may impose such other conditions or restrictions on any Stock Appreciation Right as it shall deem appropriate. Stock Appreciation Rights may be settled in Common Stock or cash as determined by the Compensation Committee in its sole discretion.

11. *Stock Units.*

The Compensation Committee may also grant Awards of Stock Units under the Plan. With respect to each grant of Stock Units, the Compensation Committee shall determine in its sole discretion the period or periods, including any conditions for determining such period or periods, during which any restrictions on vesting shall apply, provided that in no event, other than in connection with a termination of employment, shall such period or periods be less than three years (the "*Unit Restriction Period*"). The Compensation Committee may also make any Award of Stock Units subject to the satisfaction of other conditions, including the attainment of performance goals, or contingencies ("*Unit Vesting Condition*"), in order for a Participant to receive payment of such Stock Unit Award, which shall

be established by the Compensation Committee at the Date of Grant thereof. The Compensation Committee may specify that the grant, vesting or retention of any or all Stock Units shall be a measure based on one or more Qualifying Performance Criteria selected by the Compensation Committee and specified at the Date of Grant thereof. If required by Section 162(m) of the Code, the Compensation Committee shall certify the extent to which any Qualifying Performance Criteria have been satisfied, and the amount payable as a result thereof, prior to payment of any Stock Units that are intended to satisfy the requirements for "performance-based compensation" under Section 162(m) of the Code. Awards of Stock Units shall be payable in Common Stock or cash as determined by the Compensation Committee in its sole discretion. The Compensation Committee may permit a Participant to elect to defer receipt of payment of all or part of any Award of Stock Units pursuant to rules and regulations adopted by the Compensation Committee. Unless the Compensation Committee provides otherwise at the Date of Grant of an Award of Stock Units, the provisions of Section 9 of this Plan relating to the vesting of Restricted Shares shall apply during the Unit Restriction Period or prior to the satisfaction of any Unit Vesting Condition for such Award.

12. *Performance Shares.*

The Compensation Committee may grant Awards of Performance Shares and designate the Participants to whom Performance Shares are to be awarded and determine the number of Performance Shares, the length of the performance period and the other terms and conditions of each such Award. Each Award of Performance Shares shall entitle the Participant to a payment in the form of shares of Common Stock upon the attainment of performance goals (which may be Qualifying Performance Criteria) and other terms and conditions specified by the Compensation Committee. Notwithstanding satisfaction of any performance goals, the number of shares issued under an Award of Performance Shares may be adjusted on the basis of such further considerations as the Compensation Committee shall determine, in its sole discretion. However, the Compensation Committee may not, in any event, increase the number of shares earned upon satisfaction of any performance goal by any Participant subject to Section 162(m) of the Code to the extent such Section is applicable. The Compensation Committee, in its sole discretion, may make a cash payment equal to the Fair Market Value of the Common Stock otherwise required to be issued to a Participant pursuant to an Award of Performance Shares.

13. *Other Stock-Based Awards.*

In addition to the Awards described in Sections 8 through 12, and subject to the terms of the Plan, the Compensation Committee may grant other incentives payable in cash or in shares of Common Stock under the Plan as it determines to be in the best interests of the Company and subject to such other terms and conditions as it deems appropriate.

14. *Performance-Based Awards.*

(a) *Performance Criteria.* Awards of Options, Restricted Shares, Stock Units, Performance Shares and other Awards made pursuant to the Plan may be made subject to the attainment of performance goals relating to one or more business criteria. For purposes of the Plan, such business criteria shall mean any one or more of the following performance criteria, either individually, alternatively or in any combination: (a) cash flow; (b) earnings (including, without limitation, gross margin, earnings before interest and taxes ("*EBIT*"), earnings before taxes ("*EBT*"), and net earnings); (c) earnings per share; (d) growth in earnings or earnings per share; (e) stock price; (f) return on equity or average stockholders' equity; (g) total stockholder return; (h) return on capital; (i) return on assets or net assets; (j) return on investment; (k) sales, growth in sales or return on sales; (l) income or net income; (m) operating income or net operating income; (n) operating profit or net operating profit; (o) operating margin; (p) return on operating revenue; (q) economic profit, (r) market share; (s) overhead or other expense reduction; (t) growth in stockholder value relative to various indices, including, without limitation, the S&P 500 Index or the Russell 2000 Index, (u) strategic plan

development and implementation, and (v) during the "reliance period" (as defined in Treasury Regulation section 1.162-27(f)(2)), any other performance measure selected by the Compensation Committee in its sole discretion (collectively, the "Qualifying Performance Criteria"). To the extent required by and consistent with Section 162(m) of the Code, the Compensation Committee may appropriately adjust any evaluation of performance under a Qualifying Performance Criteria to exclude any of the following events that occur during a performance period: (z) asset write-downs, (aa) litigation, claims, judgments or settlements, (bb) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (cc) accruals for reorganization and restructuring programs, (dd) any extraordinary, unusual or non-recurring items as described in Accounting Principles Board Opinion No. 30 and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's Annual Report to stockholders for the applicable year, and (ee) amounts paid in reimbursement to stockholders pursuant to agreements in place at the 2004 Closing.

(b) Any Performance Criteria may be used to measure the performance of the Company as a whole or with respect to any business unit, subsidiary or business segment of the Company, either individually, alternatively or in any combination, and may be measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous period results or to a designated comparison group, in each case as specified by the Compensation Committee in the Award. To the extent required by Section 162(m) of the Code, prior to the payment of any compensation under an Award intended to qualify as "performance-based compensation" under Code Section 162(m), the Compensation Committee shall certify the extent to which any such Performance Criteria and any other material terms under such Award have been satisfied (other than in cases where such relate solely to the increase in the value of the Common Stock). To the extent Section 162(m) of the Code is applicable, the Compensation Committee may not in any event increase the amount of compensation payable to a Participant subject to Section 162(m) of the Code upon the satisfaction of any Performance Criteria.

15. *Certain Forfeitures.*

In the event a Participant or former Participant engages in a Competing Business or in Wrongful Solicitation while in the employ of the Company or a Subsidiary, or during the period of 13 months immediately following termination of such employment, the following rules shall apply:

(a) all Awards then held by the Participant (whether vested or not) shall be forthwith forfeited without payment or other compensation of any kind; *provided, however*, that the Company shall remit to the Participant the lesser of (1) the amount (if any) he paid for forfeited Awards and (2) in the case of Restricted Shares or Performance Shares, the Fair Market Value of such Restricted Shares as of the date of termination;

(b) notwithstanding subclause (a), in the event Vested Restricted Shares or vested Performance Shares were disposed of (for or without receipt of value) during the period commencing one year prior to the initial engagement in a Competing Business or in Wrongful Solicitation through the 13-month anniversary of his termination of employment with the Company or a Subsidiary, then, upon written demand by the Company, the Participant or former Participant, as the case may be, shall forthwith remit to the Company the Fair Market Value of such Vested Restricted Shares or vested Performance Shares, as determined on the date of disposition, less the amount (if any) paid by the Participant for such shares; and

(c) in the event Option Shares, Shares obtained pursuant to the exercise of a Stock Appreciation Right or other Shares obtained pursuant to Awards under the Plan (and not described in subparagraph (b)) were disposed of (for or without receipt of value) during the period commencing one year prior to the initial engagement in a Competing Business or in Wrongful Solicitation through the 13-month anniversary of his termination of employment with the Company or a Subsidiary, then, upon written

demand by the Company, the Participant or former Participant, as the case may be, shall forthwith remit to the Company the Fair Market Value of such Shares, as determined on the date of disposition, less the Option Price or other amount (if any) paid therefor.

16. *Effect of Certain Corporate Changes and Changes in Control.*

(a) *Dilution and Other Adjustments.* If the Outstanding shares of Common Stock or other securities of the Company, or both, for which the Award is then exercisable or as to which the Award is to be settled shall at any time be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, extraordinary dividend of cash and/or assets, recapitalization, or reorganization, the Compensation Committee may, and if such event occurs after a Change of Control, the Compensation Committee shall, appropriately and equitably adjust the number and kind of shares of Common Stock or other securities that are subject to the Plan or subject to any Awards theretofore granted, and the exercise or settlement prices of such Awards, so as to maintain the proportionate number of shares of Common Stock or other securities without changing the aggregate exercise or settlement price.

(b) *Change in Control.* The Compensation Committee may provide, either at the time an Award is granted or thereafter, that a Change in Control that occurs after the initial Public Offering of the Company shall have such effect as is specified by the Compensation Committee, or no effect, as the Compensation Committee in its sole discretion may provide. Without limiting the foregoing, the Compensation Committee may provide, either at the Date of Grant of an Award or thereafter, that if such a Change in Control occurs, then effective as of a date selected by the Compensation Committee, the Compensation Committee, acting in its sole discretion without the consent or approval of any Participant, will effect one or more of the following actions or combination of actions with respect to some or all outstanding Awards (which actions may be conditional on the occurrence of such Change in Control and which may vary among individual Participants): (1) accelerate the time at which Awards then outstanding vest and (as applicable) may be exercised in full for a limited period of time on or before a specified date (which will permit the Participant to participate with the Common Stock received upon exercise of an Option, a Stock Appreciation Right or another Award in the event of such Change in Control) fixed by the Compensation Committee, after which specified date all unexercised Awards and all rights of Participants thereunder shall terminate, (2) accelerate the time at which Awards then outstanding vest (and, in the case of Options and Stock Appreciation Rights, may be exercised so that such Options and Stock Appreciation Rights may be exercised in full for their then remaining term), (3) require the mandatory surrender to the Company of outstanding Awards held by such Participant (irrespective of whether such Awards are then vested or exercisable under the provisions of the Plan) as of a date, before or not later than 60 days after such Change in Control, specified by the Compensation Committee, and in such event the Compensation Committee shall thereupon cancel such Awards and the Company shall pay to each Participant an amount of cash equal to the excess of the Fair Market Value of the aggregate shares of Common Stock subject to such Award over the aggregate price (if any) of such shares, or (4) take such other actions as the Compensation Committee deems appropriate in its discretion (whether or not related to any of the foregoing).

17. *Miscellaneous.*

(a) *No Rights to Grants or Continued Employment or Engagement.* No Participant shall have any claim or right to receive grants of Awards under the Plan. Neither the Plan nor any action taken or omitted to be taken hereunder shall be deemed to create or confer on any Participant any right to be retained in the employ or as a director of the Company or any Subsidiary or other Affiliate thereof, or to interfere with or to limit in any way the right of the Company or any Subsidiary or other Affiliate thereof to terminate the employment or other retention of such Participant at any time.

(b) *Right of Company to Assign Rights and Delegate Duties.* The Company shall have the right to assign any of its rights and delegate any of its duties hereunder to any of its Affiliates. The terms and conditions of any Award under the Plan shall be binding upon and shall inure to the benefit of the personal representatives, heirs, legatees and permitted successors and assigns of the relevant Participant and the Company.

(c) *Tax Withholding.* The Company and its Subsidiaries may require the Participant to pay to the Company the amount of any taxes that the Company is required by applicable federal, state, local or other law to withhold with respect to the grant, vesting or exercise of an Award. The Company shall not be required to issue any shares of Common Stock under the Plan until such obligations are satisfied in full. The Compensation Committee may in its sole discretion permit or require a Participant to satisfy all or part of his or her tax withholding obligations by (1) paying cash to the Company, (2) having the Company withhold a number of shares of Common Stock that would otherwise be issued to the Participant (or become vested in the case of Restricted Shares), having a Fair Market Value equal to the tax withholding obligations, (3) surrendering a number of shares of Common Stock the Participant already owns, having a Fair Market Value equal to the tax withholding obligations, or (4) entering into such other arrangement as is acceptable to the Compensation Committee in its sole discretion. The value of any shares withheld or surrendered may not exceed the employer's minimum tax withholding obligation and, to the extent such shares were acquired by the Participant from the Company as compensation, the shares must have been held for the minimum period required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes. The Company and its Subsidiaries shall also have the right to deduct from any and all cash payments otherwise owed to a Participant any federal, state, local or other taxes required to be withheld with respect to the Participant's participation in the Plan.

(d) *No Restriction on Right of Company to Effect Corporate Changes.* The Plan shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or that are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(e) *1934 Act.* Notwithstanding anything contained in the Plan or any Agreement to the contrary, if the consummation of any transaction under the Plan would result in the possible imposition of liability on a Participant pursuant to Section 16(b) of the 1934 Act, the Compensation Committee shall have the right, in its sole discretion, but shall not be obligated, to defer such transaction to the extent necessary to avoid such liability.

(f) *Securities Laws.* Notwithstanding any other provision of the Plan, the Company shall have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the judgment of the Compensation Committee, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the 1934 Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

(g) *Severability.* If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person, or would disqualify the Plan or any Award under any law deemed applicable by the Compensation Committee, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Compensation Committee's determination, materially altering the intent of the Plan or

the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

18. *Amendment.*

The Board of Directors may at any time and from time to time alter, amend, suspend or terminate the Plan in whole or in part. No termination or amendment of the Plan may, without the consent of the Participant to whom any Awards shall previously have been granted, adversely affect the rights of such Participant in such Awards; *provided, however*, that the Participant Committee (as defined below) shall have the authority to approve (without any further consent) any such alteration, amendment, suspension, termination or waiver of any of the rights of the Participants under the Plan or any Agreement or any outstanding Awards so long as such alteration, amendment, suspension, termination or waiver is uniformly applicable to all Participants. As used herein, the "*Participant Committee*" means John Craig and any additional and successor members of such committee (who shall be Participants and senior executives of the Company) appointed by him or (if Craig is no longer the Chief Executive Officer of the Company) the Board of Directors. Mr. Craig and any such additional or successor members shall not have any liability to any other Participant for any of his acts or omissions as a member of the Participant Committee, unless such act or omission resulted from the fraud, willful misconduct or gross negligence of such Person. In addition, no amendment of the Plan shall, without the approval of the stockholders of the Company:

- A. increase the maximum number of shares of Common Stock for which Awards may be granted under this Plan;
- B. reduce the price at which Options may be granted below the price provided for in Section 8(a) hereof;
- C. reduce the Option Price of outstanding Options; or
- D. extend the term of this Plan.

Notwithstanding any other provision of the Plan, during the "reliance period" (as defined in Treasury Regulation section 1.162-27(f)(2)), any purported "material modification" of the Plan (within the meaning of Treasury Regulation section 1.162-27(h)(1)(iii)) shall be of no effect.

19. *Termination of the Plan.*

The Plan shall continue until terminated by the Board of Directors pursuant to Section 18 or as otherwise set forth in this Plan, and no further Awards shall be made hereunder after the date of such termination.

20. *Conditions to Issuance of Shares.*

(a) The Company shall be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the 1933 Act, or to register or qualify under the laws of any state or foreign jurisdiction, any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made. The Company may issue certificates for shares with such legends and subject to such restrictions on transfer and stop-transfer instructions as the Compensation Committee deems necessary or desirable for compliance by the Company with federal, state and foreign securities laws. The Company may also require such other action or agreement by the Participants as may from time to time be necessary to comply with applicable securities laws.

(b) To the extent the Plan or any instrument evidencing an Award provides for issuance of stock certificates to reflect the issuance of shares of Common Stock, the issuance may be effected on a noncertificated basis, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

21. *Headings; Number; Gender.*

The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

Words used herein in the singular form shall be construed as being used in the plural form, as appropriate in the relevant context, and *vice versa*. Pronouns used herein of one gender shall be construed as referring to either or both genders, as appropriate in the relevant context.

22. *Limited Waiver.*

The waiver by the Company of any of its rights under the Plan with respect to any Participant, whether express or implied, shall not operate or be construed as a waiver of any other rights the Company has with respect to such Participant or of any of its rights with respect to any other Participant.

23. *Governing Law.*

The Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the State of New York without reference to rules relating to conflicts of law.

24. *Effective Date.*

The Plan shall become effective immediately prior to the time at which the Form S-1 registration statement for the Company's initial Public Offering is declared effective by the Securities and Exchange Commission.

QuickLinks

[ENERSYS 2004 EQUITY INCENTIVE PLAN](#)

ENERSYS INC.

EMPLOYEE STOCK PURCHASE PLAN

(Effective _____, 2004)

ARTICLE I

PURPOSE AND SCOPE OF THE PLAN

Section 1.1 PURPOSE.

The EnerSys Inc. Employee Stock Purchase Plan is intended to encourage employee participation in the ownership and economic progress of the Company. This Plan meets the requirements of an employee stock purchase plan within the meaning of Section 423 of the Code.

Section 1.2 DEFINITIONS.

Unless the context clearly indicates otherwise, the following capitalized terms have the meaning set forth below:

“Board of Directors” means the board of directors of the Company.

“Code” means the Internal Revenue Code of 1986, as amended, and as the same may be further amended from time to time, and the Treasury Regulations promulgated thereunder.

“Committee” means the Compensation Committee of the Board of Directors, which shall administer the Plan as provided in Section 1.3.

“Common Stock” means shares of Class A Common Stock, par value \$0.01 per share, of the Company.

“Company” means EnerSys Inc.

“Compensation” means an Employee’s salary or hourly base rate of pay, as the case may be, but excluding overtime pay, bonuses, commissions, disability payments, workers’ compensation payments, and any other payment in excess of normal salary or hourly base pay, received by an Employee for services performed for the Company or a Subsidiary during an Option Period.

“Continuous Service” means the period of time, uninterrupted by a termination of employment, that an Employee has been employed by the Company or a Subsidiary, or both, immediately preceding the first day of the Subscription Period in which such Employee wishes to participate in the Plan. Such period of time shall include any leave of absence permitted or required to be taken into account by applicable Treasury Regulations.

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“Employee” means any common law employee of the Company and any common law employee of a Subsidiary that has been designated by the Committee as participating in the Plan.

“Enrollment Period” means each period designated by the Committee during which eligible Employees may enroll in the Plan.

“Exercise Date” means the last day of each Subscription Period.

“Fair Market Value” means, with respect to a Subscription Period (a) if shares of Common Stock are purchased on the open market, the average price paid per share of the Common Stock for all purchases pursuant to the Plan related to that Subscription Period, and (b) if shares of Common Stock are newly issued, the average of the high and low trading prices of the Common Stock on the first business day following the last day of such Subscription Period; provided that, if the Common Stock is not publicly traded, Fair Market Value of the Common Stock shall be as determined by the Committee in good faith and using such financial sources as it deems relevant and reliable.

“Human Resources” means the department responsible for personnel matters pertaining to an Employee.

“Leave of Absence” means, for purposes of participation in the Plan, an Employee’s sick leave or other leave of absence approved by the Company, except that where the period of leave exceeds 90 days and the Employee’s right to reemployment is not guaranteed by statute or by contract, the Employee shall not be deemed on a Leave of Absence as of the 91st day of such sick leave or other leave of absence, such Employee’s employment relationship with the Company shall be deemed terminated, and such Employee’s right to participate in the Plan and to purchase Common Stock hereunder shall terminate.

“Offering Date” means the day beginning at 12:01 a.m. on the first day of each Subscription Period.

“Option Period” means each period beginning on an Offering Date and ending on the next succeeding Exercise Date. The initial Option Period shall begin on the date of the initial public offering of the Common Stock.

“Option Price” means the purchase price of a share of Common Stock hereunder as provided in Section 3.1.

“Participant” means any Employee who (i) is eligible to participate in the Plan under Section 2.1 and (ii) elects to participate.

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“Plan” means the EnerSys Inc. Employee Stock Purchase Plan, as the same may be amended from time to time.

“Plan Year” means the 12-consecutive-month period beginning on January 1st and ending on the following December 31st; provided, however, that the first Plan Year shall be a short plan year commencing on the date of the initial public offering of the Common Stock and ending on December 31, 2004.

“Stock Purchase Account” or “Account” means an account established and maintained in the name of each Participant to record the dollar amounts accumulated on such Participant’s behalf each Option Period.

“Stock Purchase Agreement” means the form prescribed by the Committee that must be executed by an Employee who elects to participate in the Plan. The proper execution and filing of such form shall constitute the grant of an option from time to time to the Employee in accordance with the terms of the Plan and the terms of such form.

“Subscription Period” means each calendar month; provided, however, that a short Subscription Period shall start on the date of the initial public offering of the Common Stock and shall end on the last day of the calendar month in which such initial public offering occurs.

“Subsidiary” means any United States corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the beginning of an Option Period, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50 percent or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Section 1.3 ADMINISTRATION OF PLAN.

The Plan shall be administered by the Committee. Subject to direction by the Board of Directors and the express provisions of this Plan, the Committee shall be authorized to prescribe, amend, and rescind rules and regulations relating to the Plan and the Committee's administration thereof; to interpret the Plan; to fix the terms of an offering under the Plan; to prescribe the maximum percentage of payroll deductions permitted for a Subscription Period; to restrict participation in the Plan consistent with any requirement of law or regulation; to determine the Subsidiaries that participate in the Plan; and to make all other determinations necessary to the administration of the Plan, including appointment of individuals to facilitate the day-to-day operation thereof. The Committee's determinations as to the interpretation and operation of the Plan shall be final and conclusive. The Committee may delegate any or all of its duties hereunder to one or more other persons, in which case any reference to the Committee herein shall be deemed to refer to such person or persons where appropriate.

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Section 1.4 EFFECTIVE DATE OF PLAN.

The effective date of the Plan is the date of the initial public offering of the Common Stock, subject to the Plan being approved by shareholders of the Company by a vote sufficient to meet the requirements of Code Section 423(b)(2).

Section 1.5 TERMINATION OF PLAN.

The Board of Directors shall have the right to terminate the Plan at any time. Upon any such termination, the dollar amount, if any, in each Participant's Account shall be distributed to such Participant.

ARTICLE II

PARTICIPATION

Section 2.1 ELIGIBILITY.

Each Employee, who on an Offering Date (i) will have at least six (6) months of Continuous Service, (ii) will be an Employee whose customary employment is more than five (5) months in a calendar year, and (iii) will be an Employee whose customary employment is more than 20 hours per week, may become a Participant by executing and filing with Human Resources a Stock Purchase Agreement during an Enrollment Period. Such participation shall begin on the next Subscription Period following Human Resources's receipt of a properly completed Stock Purchase Agreement. Any election to participate shall be effective subject to the Company's Securities Transactions Policy or similar policy, if any, that may be in effect at the time of such election. An election to participate shall continue in effect until termination of participation occurs in accordance with Article V.

Section 2.2 PAYROLL DEDUCTIONS.

Payment for shares of Common Stock purchased under the Plan shall be made solely by authorized payroll deduction from each payment of Compensation in accordance with the Participant's Stock Purchase Agreement. Deductions from payroll shall be expressed as a percentage of Compensation (determined on the first day of each Subscription Period) no greater than the percentage set by the Committee, but shall not be less than 1% of such Participant's Compensation, per Option Period. The actual maximum percentage that may be fixed by the Committee shall be 15%. A Participant may not increase or decrease the percentage deduction during a Subscription Period (other than to withdraw or terminate participation pursuant to Article V hereunder). Subject to the Company's Securities Transactions Policy or similar policy that may be in effect at the time of such election, however, a Participant may change the percentage deduction for any subsequent

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Subscription Period by filing notice thereof with Human Resources during the time period described in Section 2.1 for filing a Stock Purchase Agreement. Amounts deducted from a Participant's Compensation pursuant to this section shall be credited to such Participant's Account.

Section 2.3 TRANSFER OF PAYROLL DEDUCTIONS.

All payroll deductions withheld by a Subsidiary under the Plan shall be immediately transferred to the Company.

Section 2.4 LEAVE OF ABSENCE.

If a Participant goes on a Leave of Absence, such Participant's participation in the Plan shall continue provided that such Participant continues to receive Compensation. If such Participant ceases to receive Compensation while on a Leave of Absence, such Participant's participation shall automatically terminate.

ARTICLE III

PURCHASE OF SHARES

Section 3.1 OPTION PRICE.

(a) The Option Price for a Subscription Period shall be the Fair Market Value of a share of Common Stock with respect to that Subscription Period.

(b) The Company shall pay any brokerage fees, commissions and other transaction expenses up to a maximum of 5% of Fair Market Value of the purchased shares. The Participant shall be responsible for paying any additional brokerage fees, commissions and other transaction expenses as a condition to the closing of the purchase of shares of Common Stock hereunder.

Section 3.2 PURCHASE OF SHARES.

As of the date that all purchases under the Plan with respect to a particular Subscription Period are made, the amount in a Participant's Stock Purchase Account shall be charged with the aggregate Option Price of the largest number of shares of Common Stock (including fractional shares) that can be purchased with such amount.

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Section 3.3 LIMITATIONS ON PURCHASE.

No Participant shall purchase Common Stock hereunder in any calendar year having a Fair Market Value of more than \$25,000, provided that any such purchase shall not exceed the limitations imposed by Code Section 423(b)(8). Further, no Participant shall purchase Common Stock hereunder if, by reason of such purchase, such Participant shall be deemed to possess five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or a Subsidiary. For purposes of the preceding sentence, the rules of Code Section 424(d) shall apply and Common Stock that a Participant may purchase under outstanding options shall be treated as stock owned by the Participant.

Section 3.4 RESTRICTION ON TRANSFERABILITY.

Rights to purchase shares hereunder shall be exercisable only by the Participant. Such rights shall not be transferable and shall expire upon a Participant's death.

ARTICLE IV

PROVISIONS RELATING TO COMMON STOCK

Section 4.1 COMMON STOCK RESERVED.

Except as provided in Section 4.2, no more than one million (1,000,000) shares of Common Stock may be sold pursuant to options granted under the Plan. Such number shall be subject to adjustments effected in accordance with Section 4.2.

Section 4.2 ADJUSTMENT FOR CHANGES IN COMMON STOCK.

(i) In the event that the shares of Common Stock of the Company as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise) or if the number of such shares of Common Stock shall be increased or decreased through the payment of a stock dividend, stock split, or reverse stock split, then, subject to the provisions of subsection (iii) below, there shall be substituted for or added to each share of Common Stock that was theretofore appropriated, or that thereafter may become subject to an offering under the Plan, the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchanged or to which such share shall be entitled, as the case may be. Outstanding Stock Purchase Agreements shall be deemed to be amended as to price and other terms, as may be necessary to appropriately reflect the foregoing events.

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(ii) If there shall be any other change in the number or kind of the outstanding shares of Common Stock, or of any stock or other securities in which such stock shall have been changed or for which it shall have been exchanged, and if a majority of the members of the Board of Directors shall, in its sole discretion, determine that such change equitably requires an adjustment in any offering that was theretofore made or that may thereafter be made under the Plan, that such adjustment shall be made in accordance with such determination.

(iii) An offering pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments or reclassifications, reorganizations or changes in its capital or business structure, to merge, to consolidate, to dissolve, to liquidate, or to sell or transfer all or any part of its business or assets.

Section 4.3 INSUFFICIENT SHARES.

If the aggregate funds available for the purchase of Common Stock with respect to any Subscription Period would cause an issuance of shares in excess of the number provided for in Section 4.1, (i) the Committee shall proportionately reduce the number of shares that would otherwise be purchased by each Participant in order to eliminate such excess, (ii) any cash remaining in each Participant's Stock Purchase Account shall be distributed to such Participant as soon as reasonably practicable, and (iii) the Plan shall automatically terminate immediately after such Subscription Period.

Section 4.4 CONFIRMATION OF PURCHASES; REGISTRATION OF SHARES.

Each Participant shall be provided with a written statement at such times as determined by the Committee indicating the number of shares of Common Stock purchased under the Plan by the Participant, the aggregate number shares of Common Stock accumulated under the Plan by the Participant, and other relevant information with respect to the Participant's participation in the Plan. All shares purchased shall be credited to such Participant, but shall initially be registered in the name of the Company's nominee, as agent for the Participant. Such nominee will hold the Participant's share certificates until such time as such Participant's participation in the Plan terminates or such Participant files a written request with the nominee to have a certificate or certificates issued in such Participant's name. Except in the case of death, any certificate issued to a Participant must initially be issued in the Participant's name alone or in such Participant's name and another as joint tenants with right of survivorship. Registration of any shares following the death of a Participant will be subject to the same rules as are then applicable to decedent shareholders generally.

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Section 4.5 RIGHTS AS SHAREHOLDERS.

The shares of Common Stock purchased by a Participant with respect to a Subscription Period shall, for all purposes, be deemed to have been purchased as of the day such shares are first owned by the Participant. Participants for whom shares have been purchased shall be entitled to all rights of a shareholder with respect to such shares, including the right to receive dividends and the right to vote. The Company will take such steps as may be necessary to ensure that each Participant whose shares are held in name of the Company's nominee enjoys such rights. The Participant shall be responsible for payment of all transaction fees related to shares of Common Stock arising after the date such shares are purchased hereunder.

Section 4.6 CORPORATE REORGANIZATIONS, LIQUIDATION, ETC.

In the event of any corporate merger, consolidation, acquisition of property or stock, separation, reorganization, or liquidation, provision may be made (but is not required to be made) for the substitution of a new option for an old option, or an assumption of an old option, by an employer corporation or a corporation related to such corporation. Any provision for such substitution or assumption shall be subject to the limitations and provisions of Code Section 424.

ARTICLE V

TERMINATION OF PARTICIPATION

Section 5.1 WITHDRAWAL.

Subject to the Company's Securities Transactions Policy or similar policy that may be in effect at the time, a Participant may withdraw from the Plan at any time by filing notice of withdrawal with the Company's nominee prior to an Offering Date. In such event, the dollar amount, if any, in such Participant's Stock Purchase Account shall be distributed to such Participant (or in the case of death, to such Participant's designated beneficiary(ies)) and no further shares will be purchased on such Participant's behalf unless such Participant is eligible to enroll and again enrolls in the Plan effective as of the beginning of a subsequent Subscription Period by filing a Stock Purchase Agreement as set forth in Section 2.1.

Section 5.2 TERMINATION OF ELIGIBILITY.

If a Participant ceases to be employed by the Company or a Subsidiary or otherwise becomes ineligible to participate in the Plan as set forth in Section 2.1, such Participant's participation in the Plan shall thereupon automatically terminate. In such event, the dollar amount, if any, in such Participant's Stock Purchase Account shall be distributed to such Participant (or in the case of death, to such Participant's

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designated beneficiary(ies)) and no further shares will be purchased on such Participant's behalf. For purposes of this section, a Participant's participation in the Plan will not automatically terminate if such Participant becomes an individual on a Leave of Absence permitted or required to be taken into account by applicable Treasury Regulations or other law unless provided otherwise in Section 4.2. Any Participant whose participation in the Plan is terminated pursuant to this Section may again become a Participant as of the beginning of a new Subscription Period by satisfying the eligibility requirements and executing and filing a Stock Purchase Agreement as set forth in Section 2.1.

Section 5.3 NO INTEREST.

No interest will be credited or paid on cash balances in a Participant's Stock Purchase Account.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 TAX WITHHOLDING; INFORMATION RETURNS.

Each Participant shall be deemed to have consented to any income tax withholding that may hereafter be required by reason of such Participant's participation in the Plan or the disposition of, or payment of any dividends on, shares acquired by such Participant under the Plan. The proper officers of the Company and each Subsidiary shall prepare and, where required, timely file such tax information returns and other notices as may be required by law from time to time.

Section 6.2 NOTICES.

Any notice that an Employee files pursuant to the Plan shall be made on forms prescribed by the Committee and shall be effective as soon as administratively possible after such notice is received by Human Resources or by the Company's nominee, as the case may be.

Section 6.3 CONDITION OF EMPLOYMENT.

Neither the creation of the Plan, nor participation therein, shall be deemed to create any right of continued employment or in any way affect the right of the Company or a Subsidiary to terminate an Employee.

Section 6.4 AMENDMENT OF THE PLAN.

The Board of Directors may at any time, and from time to time, amend the Plan in any respect, except, that without approval of the Company's shareholders, no amendment may (i) increase the aggregate

number of shares permitted to be reserved by the Board of Directors under the Plan other than as provided in Section 4.2, (ii) materially change the Plan benefits provided for herein, (iii) change the definition of a Subsidiary, or (iv) materially change the eligibility requirements for Employees. Any amendment of the Plan must be made in accordance with applicable provisions of the Code.

Section 6.5 APPLICATION OF FUNDS.

All funds received by the Company by reason of a purchase of shares hereunder may be used for any corporate purpose.

Section 6.6 LEGAL RESTRICTIONS.

The Plan, the grant and exercise of options to purchase shares of Common Stock under the Plan, and the Company's obligation to sell and deliver shares upon the exercise of options to purchase shares shall be subject to all applicable federal, state and foreign laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may, in the opinion of the Company, be required.

Section 6.7 NUMBER.

Whenever used herein, singular words shall include the plural, and vice versa, as the context requires.

Section 6.8 GOVERNING LAW.

Except to the extent preempted by Federal law, the Plan and all rights and obligations thereunder shall be construed and enforced in accordance with the domestic internal law of the State of Delaware.

STOCK SUBSCRIPTION AGREEMENT dated as of March 22, 2002, among ENERSYS HOLDINGS INC., a Delaware corporation (the “Company”), MORGAN STANLEY DEAN WITTER CAPITAL PARTNERS IV, L.P., a Delaware limited partnership (“MSDW Partners”), MORGAN STANLEY DEAN WITTER CAPITAL INVESTORS IV, L.P., a Delaware limited partnership (“MSDW Investors”), MSDW IV 892 INVESTORS, L.P., a Delaware limited partnership (“MSDW 892”), MORGAN STANLEY GLOBAL EMERGING MARKETS PRIVATE INVESTMENT FUND, L.P., a Delaware limited partnership (“MSDW GEM”), and MORGAN STANLEY GLOBAL EMERGING MARKETS PRIVATE INVESTORS, L.P., a Delaware limited partnership (“MSDW GEM Investors”); and together with such other parties (other than the Company), individually, a “Purchaser”, and, collectively, the “Purchasers”).

WHEREAS, the Company is authorized by its Certificate of Incorporation to issue 1,000,000 shares of its Series A Convertible Preferred Stock, par value \$.01 per share (the “Preferred Stock”); and

WHEREAS, the Company and the Purchasers wish to provide for the subscription for and purchase of certain shares of Preferred Stock by the Purchasers.

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

ARTICLE I DEFINITIONS

SECTION 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“MSDW 892 Shares” means 45,649 shares of Common Stock to be purchased hereunder by MSDW 892.

“MSDW GEM Shares” means 66,538 shares of Preferred Stock to be purchased hereunder by MSDW GEM.

“MSDW GEM Investors Shares” means 4,050 shares of Preferred Stock to be purchased hereunder by MSDW GEM Investors.

“MSDW Investors Shares” means 14,641 shares of Common Stock to be purchased hereunder by MSDW Investors.

“MSDW Partners Shares” means 535,005 shares of Common Stock to be purchased hereunder by MSDW Partners.

“Person” means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“Shares” means the MSDW 892 Shares, the MSDW GEM Shares, the MSDW GEM Investors Shares, the MSDW Investors Shares and the MSDW Partners Shares.

“PSA” means the Purchase and Sale Agreement dated as of January 6, 2002, by and between Invensys plc, a company incorporated in England and Wales, and the Company.

ARTICLE II PURCHASE OF SHARES

SECTION 2.01 Purchase and Sale of the Shares. Upon the fulfillment of the conditions in Section 2.02, (a) the Company will sell to MSDW Investors and the MSDW Investors will purchase from the Company, the MSDW Investors Shares, for an aggregate purchase price of \$6,222,425, (b) the Company will sell to MSDW Partners and MSDW Partners will purchase from the Company the MSDW Partners Shares, for an aggregate purchase price of \$227,377,125, (c) the Company will sell to MSDW 892 and MSDW 892 will purchase from the Company the MSDW 892 Shares, for an aggregate purchase price of \$19,400,825, (d) the Company will sell to MSDW GEM and MSDW GEM will purchase from the Company the MSDW GEM Shares, for an aggregate purchase price of \$28,278,650, and (e) the Company will sell to MSDW GEM Investors and MSDW GEM Investors will purchase from the Company the MSDW GEM Investors Shares, for an aggregate purchase price of \$1,721,250.

SECTION 2.02 Conditions Precedent to the Purchase and Sale of the Shares. The obligation of each Purchaser to purchase the Shares to be purchased by such Purchaser hereunder, and the obligation of the Company to sell such Shares, shall be subject to the fulfillment of the condition that the closing of the transactions contemplated by the PSA shall have occurred (or shall occur contemporaneously with the closing of such transactions).

SECTION 2.03 Effective Time of Closing. The closing of the transactions contemplated by this Agreement shall be effective immediately prior to the consummation of the transactions contemplated by Article I of the PSA.

ARTICLE III INDEMNIFICATION

SECTION 3.01 Limitation on Liability. To the fullest extent permitted by law, none of the Purchasers, or any of their respective partners or other Affiliates, or their respective members, shareholders, directors, managers, officers, employees, agents or other Affiliates, or any Person who serves at the request of any Purchaser on behalf of any Person as an officer, director, manager, partner or employee of any Person, (each, an “Indemnified Party”), shall be liable to the Company for (a) any act or omission taken or suffered by such Indemnified Party in connection with the conduct of the affairs of the Company or otherwise in connection with such Purchaser’s shareholdings in the Company, or the matters contemplated herein, unless such act or omission resulted from fraud, willful misconduct or gross negligence by such Indemnified Party or (b) any mistake, negligence, dishonesty or bad faith of any agent of such Indemnified Party unless such Indemnified Party was responsible for the selection or monitoring of such agent and acted in such capacity with gross negligence.

SECTION 3.02 Indemnification; Etc.

(a) To the fullest extent permitted by law, the Company shall indemnify and save harmless each of the Indemnified Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by such Indemnified Party and arise out of or in connection with the affairs of the Company, or any Indemnified Party’s shareholdings in the Company, including acting as a director, manager or officer or its equivalent of the Company or otherwise in connection with the matters contemplated herein; provided that an Indemnified Party shall be entitled to indemnification hereunder only to the extent that such Indemnified Party’s conduct did not constitute fraud, willful misconduct or gross negligence.

To the extent the foregoing indemnification is unavailable to any Indemnified Person or insufficient in respect of any claims, liabilities, damages, losses, costs and expenses referred to above, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such claim, liability, damage, loss, cost or expense in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and such Indemnified Person, on the other hand, or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

The termination of any proceeding by settlement, judgment, order, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that such Indemnified Party's conduct constituted fraud, bad faith, willful misconduct, gross negligence or any such violation or breach.

(b) Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder.

(c) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(d) The Company shall pay, or shall reimburse each Purchaser not less frequently than quarterly for, (a) all such Purchaser's (and its general partner's) reasonable out-of-pocket fees and expenses (including, without limitation, fees and expenses of independent accountants, lawyers and other consultants hired by such Purchaser (and its general partner), the Company, or any lender, stockholder, agent, advisor or service provider of or to such Purchaser (and its general partner) or the Company that such Purchaser (and its general partner) or the Company is obligated to pay) incurred in connection with or related to such Purchaser's investment in the

Company, including, without limitation, with respect to (i) performance of due diligence investigations and industry analyses, (ii) negotiation of shareholder arrangements, and employment arrangements and management equity plans relating to members of management of the Company, (iii) governmental or regulatory filings made by, and compliance with securities laws by, such Purchaser or the Company in connection with such Purchaser's investment in the Company or any acquisition by or disposition of the Company, (iv) acquisition, financing or disposition transactions relating to the Company (whether or not consummated), and (v) such Purchaser's ongoing monitoring of the affairs of the Company (including, without limitation, all expenses incurred in connection with such Purchaser's personnel serving as directors or officers of the Company, all reasonable travel and related expenses, and all ongoing industry and company analyses, and (vi) all agreements and documentation relating to any of the foregoing (and any amendments thereto).

ARTICLE IV
MISCELLANEOUS

SECTION 4.01 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by each Purchaser and the Company.

SECTION 4.02 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and undertakings, both written and oral, between the Purchasers and the Company with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

SECTION 4.03 Assignment. This Agreement shall not be assigned by operation of law or otherwise.

SECTION 4.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4.05 Counterparts. This Agreement may be executed in two counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective upon the execution and delivery of this Agreement by all the named parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized as of the date first above written.

ENERSYS HOLDINGS INC.

By: /s/ Richard W. Zuidema
Name: Richard W. Zuidema
Title: Executive Vice President

MORGAN STANLEY DEAN WITTER CAPITAL PARTNERS IV, L.P.

By: MSDW CAPITAL PARTNERS IV, LLC, as General Partner

By: MSDW Capital Partners IV, Inc., as Member

By: /s/ Kenn Clifford
Name: Kenn Clifford
Title: Managing Director

MSDW IV 892 INVESTORS, L.P.

By: MSDW CAPITAL PARTNERS IV, LLC, as General Partner

By: MSDW Capital Partners IV, Inc., as Member

By: /s/ Kenn Clifford
Name: Kenn Clifford
Title: Managing Director

MORGAN STANLEY DEAN WITTER CAPITAL PARTNERS IV, L.P.

By: MSDW CAPITAL PARTNERS IV, LLC, as General Partner

By: MSDW Capital Partners IV, Inc., as Member

By: /s/ Kenn Clifford
Name: Kenn Clifford
Title: Managing Director

MORGAN STANLEY GLOBAL
EMERGING MARKETS PRIVATE
INVESTMENT FUND, L.P.

By: MORGAN STANLEY GLOBAL EMERGING MARKETS, INC., as General Partner

By: /s/ Kenn Clifford
Name: Kenn Clifford
Title: Managing Director

MORGAN STANLEY GLOBAL
EMERGING MARKETS PRIVATE
INVESTORS, L.P.

By: MORGAN STANLEY GLOBAL EMERGING MARKETS, INC., as General Partner

By: /s/ Kenn Clifford
Name: Kenn Clifford
Title: Managing Director

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the captions "Experts", "Summary Consolidated Financial, Operating and Pro Forma Data", and "Selected Consolidated Financial and Operating Data" and to the use of our report dated May 14, 2004 (except Note 25, as to which the date is July 12, 2004), in Amendment No. 3 to the Registration Statement (Form S-1 No. 333-115553) and related Prospectus of EnerSys for the Registration of 14,375,000 shares of its common stock.

/s/ Ernst & Young LLP

Philadelphia, PA
July 12, 2004

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated May 10, 2004, with respect to the combined financial statements of Energy Storage Group included in the Registration Statement Amendment No. 3 (Form S-1 No. 333-115553) and related Prospectus of EnerSys for the registration of EnerSys shares of its common stock.

/s/ Ernst & Young

Bristol, England
July 12, 2004

QuickLinks

[Consent of Independent Auditors](#)

CONSENT TO BE NAMED DIRECTOR NOMINEE

I hereby consent to be named as a nominee to the board of directors in the Registration Statement on Form S-1 of EnerSys (File No. 333-115553) and in any and all amendments and supplements thereto (collectively, the "Registration Statement"), and to the filing of this Consent as an exhibit to the Registration Statement.

/s/ JOHN F. LEHMAN

John F. Lehman

July 2, 2004

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[CONSENT TO BE NAMED DIRECTOR NOMINEE](#)