

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

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**FORM 8-K**

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**Current Report  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
Date of Report (Date of earliest event reported): June 7, 2017**

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**EnerSys**

(Exact name of registrant as specified in its charter)

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**Commission File Number: 1-32253**

**Delaware**  
(State or other jurisdiction  
of incorporation)

**23-3058564**  
(IRS Employer  
Identification No.)

**2366 Bernville Road, Reading, Pennsylvania 19605**

(Address of principal executive offices, including zip code)

**(610) 208-1991**

(Registrant's telephone number, including area code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).
- If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 7, 2017, EnerSys amended (the “Shaffer Amendment”) its severance agreement, dated June 7, 2013 (the “Shaffer Severance Agreement”), with David M. Shaffer, its President and Chief Executive Officer, to increase the lump sum benefit payable to Mr. Shaffer thereunder to two times the sum of his annual base compensation then in effect and his annual cash bonus at the target level then in effect. The Shaffer Amendment also increased the time period from one year to two years for (i) payment by EnerSys of COBRA premiums in excess of the amount Mr. Shaffer would pay, as an active employee, for continued participation in EnerSys’ medical, dental, and vision programs, and (ii) Mr. Shaffer’s post-termination non-compete and non-solicitation covenants. No other changes to the terms or benefits were made to the Shaffer Severance Agreement.

On June 7, 2017, EnerSys also amended (the “NEO Amendment”) its severance agreements (each, an “NEO Severance Agreement”) with each of Michael J. Schmidlein, its Executive Vice President and Chief Financial Officer, and Todd M. Sechrist, its Executive Vice President and Chief Operating Officer, to increase the lump sum benefit payable thereunder to equal the sum of their respective annual base compensation then in effect and their respective annual cash bonus at the target level then in effect. No other changes to the terms or benefits were made to the NEO Severance Agreement.

Copies of the Shaffer Amendment and the NEO Amendment are attached as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are hereby incorporated by reference herein. The foregoing description of the Shaffer Amendment and the NEO Amendment is qualified in its entirety by reference to Exhibits 10.1 and 10.2.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

10.1 Form of letter agreement, dated June 7, 2017, between EnerSys and David M. Shaffer.

10.2 Form of letter agreement, dated June 7, 2017, between EnerSys and an executive officer.

**Signature(s)**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EnerSys

Date: June 12, 2017

By: /s/ Michael J. Schmidlein

Michael J. Schmidlein

Chief Financial Officer

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
EX-10.1	Form of letter agreement, dated June 7, 2017, between EnerSys and David M. Shaffer.
EX-10.2	Form of letter agreement, dated June 7, 2017, between EnerSys and an executive officer.



June 7, 2017

Mr. David M. Shaffer

<Home address>

<Home address>

Re: Severance Agreement

Dear David:

Reference is made to the letter agreement, dated as of June 7, 2013 (the "Severance Agreement"), by and between you and EnerSys (the "Company"). Capitalized terms used but not defined in this letter have the meanings set forth in the Severance Agreement.

Effective as of the date hereof, you and the Company hereby consent and agree that the Severance Agreement is hereby amended as follows:

1. Clause a. of Section 2.1 be hereby amended and restated as follows:
  - a. A lump sum cash payment within sixty (60) days following your termination of employment equal to the product of (i) two and (ii) the sum of (A) your annual base compensation then in effect (or immediately prior to any reduction resulting in a termination for Good Reason) and (B) your annual cash bonus at such target level then in effect (or immediately prior to any reduction resulting in a termination for Good Reason);
2. Each of (x) clause b. of Section 2.1 and (y) Section 4.11 be hereby amended and restated by replacing the first instance of "one (1) year" with "two (2) years" therein.
3. Clause b. of Section 2.1 be hereby amended and restated by replacing "one (1) year period" with "two (2) year period" therein

Except as set forth herein, this letter is not intended to amend or waive any provision of the Severance Agreement, and all other terms of the Severance Agreement in effect as of the date hereof shall remain in full force and effect. This letter shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

Please evidence your mutual acceptance, agreement and consent to all of the matters set forth in this letter by signing and returning to us an executed counterpart of this letter.

Very truly yours,

ENERSYS

/s/ Todd M. Sechrist

Todd M. Sechrist  
Executive Vice President and Chief Operating Officer

Accepted, agreed and consented to as of the date first written above:

/s/ David M. Shaffer

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David M. Shaffer



June 7, 2017

<Name>  
<Address>  
<City, ST Zip>

Re: Severance Agreement

Dear <Name>:

Reference is made to the letter agreement, dated as of June 7, 2013 (the "Severance Agreement"), by and between you and EnerSys (the "Company"). Capitalized terms used but not defined in this letter have the meanings set forth in the Severance Agreement.

Effective as of the date hereof, you and the Company hereby consent and agree that clause a. of Section 2.1 be hereby amended and restated as follows:

- a. A lump sum cash payment within sixty (60) days following your termination of employment equal to the sum of (i) your annual base compensation then in effect (or immediately prior to any reduction resulting in a termination for Good Reason) and (ii) your annual cash bonus at such target level then in effect (or immediately prior to any reduction resulting in a termination for Good Reason);

Except as set forth herein, this letter is not intended to amend or waive any provision of the Severance Agreement, and all other terms of the Severance Agreement in effect as of the date hereof shall remain in full force and effect. This letter shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

Please evidence your mutual acceptance, agreement and consent to all of the matters set forth in this letter by signing and returning to us an executed counterpart of this letter.

Very truly yours,

ENERSYS

David M. Shaffer  
President and Chief Executive Officer

Accepted, agreed and consented to as of the date first written above:

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<Name>