



FORM 10-Q

EnerSys - ENS

Filed: August 08, 2007 (period: July 01, 2007)

Quarterly report which provides a continuing view of a company's financial position

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PART I

FINANCIAL INFORMATION

Item 1. Financial Statements

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

FORM 10-Q

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

For the quarterly period ended July 1, 2007

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

For the transition period from _____ to _____

Commission File Number: 001-32253

EnerSys

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

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

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

Telephone Number: 610-208-1991

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$0.01 par value

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). YES NO.

Common Stock outstanding at August 3 2007: 47,195,728 shares

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

ENERSYS

Consolidated Condensed Balance Sheets
(In Thousands, Except Share and Per Share Data)

	<u>March 31,</u> <u>2007</u>	<u>July 1,</u> <u>2007</u> <u>(Unaudited)</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 37,785	\$ 16,848
Accounts receivable, net	351,594	378,235
Inventories, net	234,326	259,732
Deferred taxes	11,433	10,397
Prepaid and other current assets	<u>39,155</u>	<u>52,388</u>
Total current assets	674,293	717,600
Property, plant, and equipment, net	300,995	312,701
Goodwill	332,874	337,770
Other intangible assets, net	80,540	80,422
Other assets	<u>20,311</u>	<u>18,717</u>
Total assets	<u>\$1,409,013</u>	<u>\$ 1,467,210</u>
Liabilities and stockholders' equity		
Current liabilities:		
Short-term debt	\$ 11,729	\$ 23,835
Current portion of long-term debt and capital lease obligations	10,916	10,765
Accounts payable	200,157	212,093
Accrued expenses	<u>175,239</u>	<u>186,290</u>
Total current liabilities	398,041	432,983
Long-term debt and capital lease obligations	379,666	377,747
Deferred taxes	43,690	44,347
Other liabilities	<u>45,517</u>	<u>47,213</u>
Total liabilities	866,914	902,290
Stockholders' equity:		
Common Stock, \$0.01 par value, 135,000,000 shares authorized and 47,042,444 shares issued and outstanding at March 31, 2007; 47,195,728 shares issued and outstanding at July 1, 2007	471	472
Additional paid-in capital	339,114	341,417
Retained earnings	99,480	106,873
Accumulated other comprehensive income	<u>103,034</u>	<u>116,158</u>
Total stockholders' equity	<u>542,099</u>	<u>564,920</u>
Total liabilities and stockholders' equity	<u>\$1,409,013</u>	<u>\$ 1,467,210</u>

See accompanying notes.

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ENERSYS
Consolidated Condensed Statements of Income (Unaudited)
(In Thousands, Except Share and Per Share Data)

	Three fiscal months ended	
	July 2, 2006	July 1, 2007
Net sales	\$ 359,034	\$ 429,863
Cost of goods sold	<u>281,921</u>	<u>343,287</u>
Gross profit	<u>77,113</u>	<u>86,576</u>
Operating expenses	54,313	57,522
Restructuring charges	—	9,857
Litigation settlement income	<u>(2,766)</u>	<u>—</u>
Operating earnings	25,566	19,197
Interest expense	7,025	7,154
Other (income) expense, net	<u>702</u>	<u>1,297</u>
Earnings before income taxes	17,839	10,746
Income tax expense	<u>5,680</u>	<u>3,353</u>
Net earnings	<u>\$ 12,159</u>	<u>\$ 7,393</u>
Net earnings per common share:		
Basic	<u>\$ 0.26</u>	<u>\$ 0.16</u>
Diluted	<u>\$ 0.26</u>	<u>\$ 0.15</u>
Weighted-average shares of common stock outstanding:		
Basic	<u>46,338,013</u>	<u>46,885,318</u>
Diluted	<u>47,145,216</u>	<u>47,851,531</u>

See accompanying notes.

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ENERSYS
Consolidated Condensed Statements of Cash Flows (Unaudited)
(In Thousands)

	Three fiscal months ended	
	July 2, 2006	July 1, 2007
Cash flows from operating activities		
Net earnings	\$ 12,159	\$ 7,393
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:		
Depreciation and amortization	11,451	12,065
Provision for doubtful accounts	351	142
Provision for (reduction in) deferred taxes	209	(513)
Stock-based compensation	764	686
(Gain) loss on disposal and impairment of fixed assets (including non-cash restructuring)	(16)	4,960
Changes in assets and liabilities, net of effects of acquisition:		
Accounts receivable	(6,562)	(21,556)
Inventory	(15,657)	(17,553)
Prepaid expenses and other current assets	(840)	(6,508)
Other assets	(398)	2,370
Accounts payable	4,067	8,092
Accrued expenses	1,672	1,593
Other liabilities	(410)	525
Net cash provided by (used in) operating activities	6,790	(8,304)
Cash flows from investing activities		
Capital expenditures	(9,003)	(8,949)
Acquisitions	(271)	(15,199)
Proceeds from disposal of property, plant, and equipment	84	5
Net cash used in investing activities	(9,190)	(24,143)
Cash flows from financing activities		
Net increase in short-term debt	3,485	11,994
Payments of long-term debt	(913)	(2,242)
Payments of capital lease obligations, net	(284)	(215)
Exercise of stock options	1,442	989
Tax benefits from exercises of stock options	98	629
Deferred financing costs	(253)	(23)
Net cash provided by financing activities	3,575	11,132
Effect of exchange rate changes on cash	252	378
Net increase (decrease) in cash and cash equivalents	1,427	(20,937)
Cash and cash equivalents at beginning of period	15,217	37,785
Cash and cash equivalents at end of period	<u>\$ 16,644</u>	<u>\$ 16,848</u>

See accompanying notes.

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ENERSYS
Consolidated Condensed Statements of Comprehensive Income (Unaudited)
(In Thousands)

	<u>Three fiscal months ended</u>	
	<u>July 2, 2006</u>	<u>July 1, 2007</u>
Net earnings	\$ 12,159	\$ 7,393
Other comprehensive income:		
Net unrealized (loss) gain on derivative instruments, net of tax	(3,290)	4,653
Minimum pension liability, net of tax	(125)	(56)
Foreign currency translation adjustments	18,530	8,527
Total comprehensive income	<u>\$ 27,274</u>	<u>\$ 20,517</u>

See accompanying notes.

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)

(In Thousands, Except Share and Per Share Data)

NOTE 1: BASIS OF PRESENTATION

The accompanying interim unaudited consolidated condensed financial statements of EnerSys (the “Company”) have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all the information and notes required for complete financial statements. In the opinion of management, the unaudited consolidated condensed financial statements include all adjustments, consisting only of normal recurring accruals considered necessary for the fair presentation of the financial position, results of operations, and cash flows for the interim periods presented. The financial statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in the Company’s 2007 Annual Report on Form 10-K (SEC File No. 001-32253) which was filed on June 13, 2007.

The Company reports interim financial information for 13-week periods, except for the first quarter, which always begins on April 1, and the fourth quarter, which always ends on March 31. The four fiscal quarters in 2007 ended on July 2, 2006, October 1, 2006, December 31, 2006, and March 31, 2007, respectively. The four fiscal quarters in 2008 end on July 1, 2007, September 30, 2007, December 30, 2007, and March 31, 2008, respectively.

NOTE 2: ACCOUNTING PRONOUNCEMENTS PENDING ADOPTION

In February 2007, the Financial Accounting Standards Board (“FASB”) issued Statement of Financial Accounting Standards (“SFAS”) No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115* (“SFAS 159”). SFAS 159 permits entities to choose to measure many financial assets and financial liabilities at fair value. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings. SFAS 159 is effective for the Company for the fiscal year ended March 31, 2009. The Company is in the process of reviewing SFAS 159 and has not yet determined the effects on the consolidated financial statements.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements* (“SFAS 157”). SFAS 157 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles (“GAAP”), and expands disclosures about fair value measurements. The statement applies under other accounting pronouncements that require or permit fair value measurements. Accordingly, SFAS 157 does not require any new fair value measurements. However, for some entities, the application of SFAS 157 will change current practice. The Company is required to adopt SFAS 157 in the first quarter of fiscal year 2009. The Company is in the process of reviewing SFAS 157 and has not yet determined the effects on the consolidated financial statements, however, it does not believe the adoption of SFAS 157 will have a material impact on its financial statements.

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NOTE 3: ACQUISITIONS

In May 2007, the Company acquired approximately a 97% interest in Energia AD (“Energia”), a producer of industrial batteries, located in Targovishte, Bulgaria. The total purchase price for this transaction was approximately \$17,000 including debt assumed, transaction costs and adjustments and was financed using cash and existing credit facilities. The acquisition provides the Company with an additional low cost manufacturing platform with substantial expansion potential and increases the Company’s market presence in the rapidly growing Eastern European and Russian markets.

In January 2007, the Company acquired the lead-acid battery business of Leclanch SA (“Leclanch”) based in Yverdon-les-Bains, Switzerland. The total purchase price for this transaction was approximately \$800 and was financed using existing credit facilities. The Company assumed the customers and existing contracts of Leclanch along with certain sales and service employees in order to maintain relationships with current customers. The acquisition provides the Company greater access to the Swiss market.

In August 2006, the Company acquired the assets, including manufacturing facilities, of Chaozhou Xuntong Power Source Company Limited (“CFT”), located in Chaoan, China. This facility manufactures valve-regulated, lead-acid batteries. This acquisition provides the Company with additional capacity needed to meet the growing customer demand for reserve power batteries. The total purchase price for this transaction was approximately \$5,300 and was financed using existing credit facilities.

In May 2006, the Company purchased the assets of Alliant Techsystems’ (NYSE:ATK) lithium primary battery business, located at its Power Sources Center in Horsham, PA, now known as EnerSys Advanced Systems (“EAS”). The total purchase price for this transaction was approximately \$2,200 and was financed using existing credit facilities. EAS produces lithium power sources, primarily for aerospace and defense applications. As part of the transaction, ATK has signed a 5-year supply agreement for all of its requirements for products produced at EAS.

In connection with its acquisitions, the Company assesses and formulates plans related to the future integration of the acquired business. This process begins during the due diligence process and is generally concluded within twelve months of the acquisitions. Where necessary, the Company accrues estimates for certain costs related primarily to the business integration, anticipated at the date of the acquisition, in accordance with Emerging Issues Task Force Issue No. 95-3, *Recognition of Liabilities in Connection with a Purchase Business Combination*, SFAS 141, *Business Combinations* and SFAS 5, *Accounting for Contingencies*. Adjustments to these estimates are made up to 12 months from the acquisition dates as plans are finalized.

NOTE 4: INVENTORIES

Inventories, net consist of:

	<u>March 31,</u> <u>2007</u>	<u>July 1,</u> <u>2007</u>
Raw materials	\$ 53,789	\$ 60,357
Work-in-process	62,881	67,224
Finished goods	117,656	132,151
Total	<u>\$ 234,326</u>	<u>\$ 259,732</u>

Inventory reserves for obsolescence and other estimated losses were \$10,024 and \$12,337 at March 31, 2007, and July 1, 2007, respectively.

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NOTE 5: ACCOUNTING FOR DERIVATIVES

The Company accounts for derivative instruments and hedging activities in accordance with SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended by SFAS 138, *Accounting for Certain Derivative Instruments and Certain Hedging Activities* and SFAS No. 149, *Amendment of Statement 133 on Derivative Instruments and Hedging Activities* (collectively, "SFAS 133"). SFAS 133 establishes accounting and reporting standards for derivative instruments and hedging activities. SFAS 133 requires that all derivatives be recognized as either assets or liabilities at fair value. The Company does not enter into derivative contracts for speculative trading purposes. Derivatives are used to hedge the volatility arising from movements in a portion of the cost of lead purchases as well as to hedge certain interest rates and foreign exchange rate risks. The changes in the fair value of these contracts are recorded in Accumulated Other Comprehensive Income until the related purchased lead, incurred interest rates or foreign currency exposures are charged to earnings. At that time, the portion recorded in Accumulated Other Comprehensive Income is recognized in the Statements of Income. The amount of Accumulated Other Comprehensive Income related to interest rates, lead and foreign exchange contracts at March 31, 2007, and July 1, 2007, net of tax, was an unrecognized gain of approximately \$6,873 and \$11,526 respectively.

During the first fiscal quarters of 2007 and 2008, the Company recorded gains of \$332 and \$431, respectively, on interest rate swaps which were recorded as decreases in interest expense. During the first fiscal quarters of 2007 and 2008, the Company recorded gains of \$30 and \$10,289, respectively, on the settlement of lead hedge contracts and (expenses) of (\$459) and (\$735), respectively, on foreign currency hedges which were recorded as decreases (increases) to cost of goods sold or included in inventory at the respective quarter ends.

NOTE 6: INCOME TAXES

On April 1, 2007, the Company adopted FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"), which prescribes a recognition threshold and measurement process for recording in the financial statements uncertain tax positions taken or expected to be taken in a tax return. Additionally, FIN 48 provides guidance on the derecognition, classification, accounting in interim periods and disclosure requirements for uncertain tax positions.

As a result of the implementation of FIN 48, the Company did not change the overall total of previously recorded tax liabilities and benefits, and was not required to record any cumulative effect adjustment to retained earnings. The total amount of uncertain tax benefits as of April 1, 2007 was approximately \$13,000. Of this amount, approximately \$10,000, if recognized, would be included in the Company's Statement of Income and have a favorable impact on both the Company's Statement of Income and effective tax rate.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various states and foreign jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations by tax authorities for years before 2002.

The Company anticipates that it is reasonably possible that a portion of an unrecognized tax benefit related to an uncertain tax position could be resolved as a result of the completion of a tax audit within the next 12 months. An estimate of the range of the adjustment cannot be made at this time.

The Company recognizes tax related interest and penalties in income tax expense in its Statement of Income. As of April 1, 2007 and July 1, 2007, the Company had an accrual of approximately \$1,000 and \$900, respectively, for interest and penalties.

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The Company's income tax provisions for all periods consist of federal, state and foreign income taxes. The tax provisions for the first fiscal quarters of 2007 and 2008 were based on the estimated effective tax rates applicable for the full years ending March 31, 2007 and March 31, 2008, respectively, after giving effect to items specifically related to the interim periods. The effective income tax rate for the first fiscal quarters of 2007 and 2008 were 31.8% and 31.2%, respectively.

The effective income tax rate for the fiscal year ended March 31, 2007 was 28.4%. The fiscal 2007 tax expense included a non-recurring tax benefit of approximately \$2,000 recorded in the third fiscal quarter of 2007, attributable to the favorable resolution of a prior year tax matter related to our European business, which reduced our book effective tax rate by 3.2 percentage points. Additionally, in fiscal 2007, changes in the mix of earnings among our various legal entities in multiple foreign jurisdictions had an approximate one percentage point decrease on our effective tax rate.

NOTE 7: WARRANTY

The Company provides for estimated product warranty expenses when the related products are sold, with related liabilities primarily included within accrued expenses. Warranty estimates are forecasts that are based on the best available information, primarily historical claims experience, and claims costs may differ from amounts provided. An analysis of changes in the liability for product warranties is as follows:

	Three fiscal months ended	
	July 2, 2006	July 1, 2007
Balance at beginning of period	\$ 26,652	\$ 27,533
Current period provisions	3,068	4,156
Costs incurred	(1,695)	(2,308)
Balance at end of period	<u>\$ 28,025</u>	<u>\$ 29,381</u>

NOTE 8: COMMITMENTS, CONTINGENCIES AND LITIGATION

Litigation

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 (see Note 19 to the Consolidated Financial Statements included in the Company's 2007 Annual Report on Form 10-K).

Litigation Settlement Income

In the first fiscal quarter of 2007, the Company received approximately \$2,766, net of fees and expenses, due to the settlement of several related matters. The amount of the settlement has been recorded as an increase in operating income, because the costs related to this matter were previously recorded in operating expenses.

Environmental Issues

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.

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As more fully described in Notes 19 and 20 to the Consolidated Financial Statements included in the Company's 2007 Annual Report on Form 10-K, the Company is involved in ongoing environmental matters at certain of its United States and foreign facilities. The Company may have potential environmental liabilities at its Manchester, England and Sumter, South Carolina facilities and has established reserves in accrued restructuring and accrued expenses of approximately \$8,746 and \$8,841 at March 31, 2007, and July 1, 2007, respectively. 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 the Company's reserves are sufficient to satisfy its environmental liabilities. The Company has described in Note 9, Restructuring Plans, the changes in the reserves associated with the environmental costs at its Manchester, England and Sumter, S.C. locations.

Lead Contracts

To stabilize its costs, the Company has entered into contracts with financial institutions to fix the price of lead. Each such contract is for a period not extending beyond one year. Under these contracts, at March 31, 2007, and July 1, 2007, the Company was committed to purchase approximately 73,500 and 37,200 pounds of lead, respectively, for a total purchase price of \$51,790 and \$26,370, respectively.

Foreign Currency Forward Contracts

The Company quantifies and monitors its global foreign currency exposures. On a selective basis the Company will enter into foreign currency forward contracts to reduce the volatility from currency movements that affect the Company. The Company's largest exposure is from the purchase and conversion of U.S. dollar based lead costs into local currencies in Europe and China. Additionally, the Company has currency exposures from intercompany trade transactions. To hedge these exposures, the Company has entered into foreign currency forward contracts with financial institutions. Each contract is for a period not extending beyond one year. As of March 31, 2007, and July 1, 2007, the Company had entered into a total \$93,050 and \$81,500, respectively, of foreign currency forward contracts.

Interest Rate Swap Agreements

The Company is exposed to changes in variable U.S. interest rates on borrowings under its credit agreements. On a selective basis, from time to time, the Company enters into interest rate swap agreements to reduce the negative impact that increases in interest rates could have on its outstanding variable debt interest expense. Such agreements effectively convert \$203,000 of the Company's variable-rate debt to a fixed-rate basis, utilizing the three-month London Interbank Offered Rate, or LIBOR, as a floating rate reference. Fluctuations in LIBOR and fixed rates affect both the Company's net financial investment position and the amount of cash to be paid or received by it under these agreements.

[Table of Contents](#)**NOTE 9: RESTRUCTURING PLANS**

The Company has acquisition related restructuring plans and non-acquisition related restructuring plans.

Acquisition related restructuring

The acquisition related restructuring plans were initiated in connection with the acquisition of approximately a 97% interest in Energia in May 2007, and the acquisition of the assets, stock and business of substantially all of the subsidiaries and affiliates comprising the Energy Storage Group of Invensys plc. ("ESG") in 2002. The plans have been aggregated in the following table as the Energia activity is not considered material.

As discussed in Note 8, Commitments, Contingencies and Litigation, the Company may have potential environmental liabilities at its Manchester, England and Sumter, South Carolina facilities. The environmental reserves related to the Manchester facility are in the roll-forward of the acquisition related restructuring reserves shown below, and those for the Sumter facility are included in the non-acquisition related restructuring plans roll-forward, also shown below. The Company relied upon Emerging Issues Task Force Issue No. 95-3, *Recognition of Liabilities in Connection with a Purchase Business Combination*, SFAS 141, *Business Combinations* and SFAS 5, *Accounting for Contingencies*, for the timing and measurement of these costs.

The Company is continuing to take actions consistent with its original plan to resolve these issues. A roll-forward of the acquisition related restructuring reserve for the first fiscal quarter of 2008 is as follows:

	<u>Employee Severance</u>	<u>Contractual Obligations</u>	<u>Environmental</u>	<u>Plant Closures & Other</u>	<u>Total</u>
Balance at March 31, 2007	\$ 1,279	\$ 853	\$ 6,575	\$ 958	\$ 9,665
Accrued	1,010	—	—	—	1,010
Costs incurred	(193)	—	—	—	(193)
Foreign currency impact and other	4	—	111	10	125
Balance at July 1, 2007	<u>\$ 2,100</u>	<u>\$ 853</u>	<u>\$ 6,686</u>	<u>\$ 968</u>	<u>\$ 10,607</u>

ESG acquisition

In 2002, following EnerSys' acquisition of ESG, the Company formulated an exit and restructuring plan for certain ESG facilities in North America and Europe. Two of the European facilities remain open after significant restructuring and now operate at a lower operating cost base. The facility identified in the United States has been closed. The balance of the ESG acquisition-related restructuring reserve at July 1, 2007, is \$9,723, and has two significant costs remaining: employee severance liability in the United Kingdom of \$1,216 and environmental related costs at the Manchester facility of \$6,686.

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Energia acquisition

Following the May 2007 acquisition of approximately a 97% interest in Energia, and in connection with further European restructuring initiatives (see below), the Company announced its commitment to restructure certain of Energia's operations primarily to facilitate the integration of Energia into the Company's worldwide operations. The balance of the Energia acquisition-related restructuring reserve at July 1, 2007, is \$864, which the Company anticipates spending primarily during fiscal 2008.

Non-acquisition related restructuring plans

The non-acquisition related restructuring plans were initiated in connection with the following cost-reduction programs: in North and South America in fiscal 2002; in the European motive power segment in fiscal 2006; and in Europe in the first fiscal quarter of 2008, to facilitate the integration of Energia into the Company's operations. The Company based its accounting and disclosures primarily on the requirements of SFAS 146, *Accounting for Costs Associated with Exit or Disposal Activities*. As a result, charges to net earnings were made in the periods in which restructuring plans liabilities were incurred. These plans individually are not material and accordingly have been aggregated.

A roll-forward of these non-acquisition related restructuring reserves for the first fiscal quarter of 2008 is as follows:

	<u>Employee Severance</u>	<u>Contractual Obligations</u>	<u>Environmental</u>	<u>Plant Closures & Other</u>	<u>Total</u>
Balance at March 31, 2007	\$ 606	\$ 63	\$ 2,373	\$ 340	\$ 3,382
Accrual	4,143	—	—	806	4,949
Costs incurred	(1,844)	(10)	(44)	(772)	(2,670)
Foreign currency impact and other	64	4	—	—	68
Balance at July 1, 2007	<u>\$ 2,969</u>	<u>\$ 57</u>	<u>\$ 2,329</u>	<u>\$ 374</u>	<u>\$ 5,729</u>

North and South America

During the fiscal year ended March 31, 2002, the Company decided to close and downsize certain manufacturing locations in North and South America, reduce product offerings, reduce sales and distribution facilities, and implement other consolidation initiatives. As of July 1, 2007, the reserve balance associated with these actions is \$2,635, a portion of which the Company expects to spend in the current fiscal year and the balance, primarily related to environmental costs, at an indeterminate time in the future.

Motive Power in Europe

During fiscal 2006, the Company incurred restructuring charges of \$6,217, primarily for the motive power segment, to cover estimated costs in Europe for staff reductions of 112 employees, exiting a product line, and closing several ancillary locations. The charges included a non-cash write-off of \$1,410, primarily for machinery and equipment. As of July 1, 2007, the reserve balance associated with these actions is \$727, which mostly represents severance obligations the Company anticipates spending during this fiscal year or upon the individual employee's determination.

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European Restructuring

On May 23, 2007, the Company announced its commitment to restructure certain of its European operations. The restructuring will primarily facilitate the integration of Energia's reserve and motive power businesses into the Company's worldwide operations. The restructuring is designed to improve operational efficiencies and eliminate redundant costs primarily as a result of the Energia transaction. Restructuring actions commenced upon the completion of the requisite labor consultations, and the Company expects to substantially complete these actions by the end of the fiscal 2008. The Company estimates that the total charges for the European restructuring will amount to approximately \$17,000, which includes cash expenses of approximately \$12,000, primarily for employee severance-related payments, and a non-cash charge of approximately \$5,000, primarily for fixed asset impairments. Based on actual commitments to date, the Company recorded a restructuring charge in the first fiscal quarter of 2008 of \$9,857. The charge is comprised of \$4,949 as a restructuring accrual, primarily in Europe, for staff reductions and \$4,908 for a non-cash impairment charge for machinery and equipment. As of July 1, 2007, the reserve balance associated with these actions is \$2,367. The Company expects to spend the majority of this reserve in the current fiscal year. The Company expects to be committed to the approximate \$7,000 remaining restructuring charges as follows: \$5,000 during the remainder of fiscal 2008 and \$2,000 in fiscal 2009.

NOTE 10: DEBT

Amended Senior Credit Facility

The \$355,900 senior secured term loan B is subject to a 0.25% quarterly principal amortization and matures on March 17, 2011. The \$100,000 revolving credit line matures on March 17, 2009. Borrowings under the credit agreements bear interest at a floating rate based, at our option, upon (i) a LIBOR rate plus an applicable percentage (currently 1.75%), or (ii) the greater of the federal funds rate plus 0.5% or the prime rate, plus an applicable percentage (currently 0.75%). The facility requires prepayment based upon certain excess cash flow amounts, as defined. There are no prepayment penalties on loans under the \$455,900 senior secured credit facility.

At March 31, 2007, and July 1, 2007, there were \$354,985 and \$354,096, respectively, outstanding under the term B loans. There were no borrowings under the revolving credit line at March 31, 2007, and July 1, 2007.

Obligations under the credit facilities are secured by substantially all of our existing and hereafter acquired assets located in the United States, including substantially all of the capital stock 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. The Company's financing agreements contain various covenants that, 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 compliance with all such covenants. The Company's debt is more fully described in Note 8 to the Consolidated Financial Statements included in the Company's 2007 Annual Report on Form 10-K.

[Table of Contents](#)**NOTE 11: RETIREMENT PLANS**

The following table presents the interim disclosure requirements of components of the Company's net periodic benefit cost related to its defined benefit pension plans.

	United States Plans		International Plans	
	Three fiscal months ended		Three fiscal months ended	
	July 2, 2006	July 1, 2007	July 2, 2006	July 1, 2007
Service cost	\$ 52	\$ 58	\$ 757	\$ 897
Interest cost	131	137	444	548
Expected return on plan assets	(112)	(159)	(319)	(442)
Amortization and deferral	1	38	—	16
Net periodic benefit cost	<u>\$ 72</u>	<u>\$ 74</u>	<u>\$ 882</u>	<u>\$ 1,019</u>

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

	United States Plans		International Plans	
	Three fiscal months ended		Three fiscal months ended	
	July 2, 2006	July 1, 2007	July 2, 2006	July 1, 2007
Discount rate	6.0 %	6.0 %	4.0 - 5.0%	4.0 - 5.0%
Expected return on plan assets	8.0 %	8.0 %	8.0%	8.0%
Rate of compensation increase	N/A	N/A	2.0 - 3.0 %	2.0 - 3.0 %

The Company presently anticipates contributing a total of approximately \$4,000 to its defined benefit pension plans in fiscal 2008, based on current actuarial information.

The Company has a 401(k) plan covering all U.S. based employees who are not covered by a collective bargaining agreement.

NOTE 12: EQUITY INCENTIVE PLANS

At July 1, 2007, the Company maintained three equity incentive plans, the 2000 Management Equity Plan, the 2004 Equity Incentive Plan and the 2006 Equity Incentive Plan, that reserve 11,289,232 shares of Common Stock for the grant of various classes of equity including nonqualified stock options, restricted stock, restricted stock units and other forms of equity-based compensation. The Company's equity incentive plans are used to provide an incentive to employees and non-employee directors of the Company to remain in the service of the Company and to increase their interest in the success of the Company in order to promote the long-term interests of the Company. The plans seek to promote the highest level of performance by providing an economic interest in the long-term performance of the Company. As of July 1, 2007, the Company had 2,307,125 shares available for future grants.

Stock Incentive Plans

Non-qualified stock options have been granted to employees under the equity incentive plans at prices not less than the fair market value of the shares on the dates the options were granted. Generally, options vest and become exercisable 25% per year over a four-year period from the date of grant. Options generally expire in 10 years.

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The Company adopted the provisions of SFAS No. 123, *Share-Based Payment* ("SFAS 123(R)") on April 1, 2006, using the modified-prospective method. Under SFAS 123(R), a public entity generally is required to measure the cost of employee services received in exchange for the award of an equity instrument based on the grant-date fair value of the award, with such cost recognized over the applicable vesting period.

Upon adoption of SFAS 123(R), the Company began recording compensation cost related to the continued vesting of all stock options that remained unvested as of April 1, 2006, as well as for all stock options granted, modified or cancelled after the adoption date. Unvested options outstanding upon adoption that were accounted for under the minimum value method in accordance with SFAS 123 and APB 25, continue to be accounted for under the minimum value method. All other unvested options outstanding upon adoption will be accounted for under the modified-prospective method.

The compensation cost to be recorded is based on the fair value at the grant date. The fair value of the options granted in the first fiscal quarter of 2008 was estimated at the date of grant using the Black-Scholes option-pricing model with the following assumptions: risk-free interest rate of 4.7%, dividend yield of zero, expected life of 6 years and expected volatility of 36.6%.

The Company recognized equity-based compensation expense associated with stock option grants of approximately \$333, with a related tax benefit of \$106, for the first fiscal quarter of 2007, and \$276, with a related tax benefit of \$86, for the first fiscal quarter of 2008. For the full fiscal year 2007, the Company recognized equity-based compensation expense associated with stock option grants of approximately \$1,192, with a related tax benefit of \$377.

The following table summarizes the Company's stock option activity in the three fiscal months ended July 1, 2007:

	Number of Options	Weighted Average Remaining Contract Term (Years)	Weighted Average Exercise Price	Aggregate Intrinsic Value
Options outstanding as of March 31, 2007	5,506,499	4.3	\$ 13.94	\$ 23,287
Granted	284,998		18.25	—
Exercised	(292,307)		12.38	1,827
Cancelled	(20,675)		12.70	116
Options outstanding as of July 1, 2007	<u>5,478,515</u>	4.4	\$ 14.25	\$ 26,543
Options exercisable as of July 1, 2007	<u>4,848,945</u>	4.4	\$ 13.92	\$ 21,235
Options expected to vest as of March 31, 2008	<u>103,025</u>	8.0	\$ 16.15	\$ 309

The following table summarizes information regarding stock options outstanding and exercisable at July 1, 2007:

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
\$3.00-\$10.00	204,816	1.3	\$ 3.74	204,816	\$ 3.74
\$10.01-\$15.00	3,003,836	4.8	11.16	2,744,423	10.95
\$15.01-20.00	1,398,924	4.2	16.84	1,041,426	16.30
\$20.01-25.00	728,867	4.6	22.04	697,667	21.92
Over \$25.00	142,072	3.6	29.36	142,072	29.36
	<u>5,478,515</u>	<u>4.4</u>	<u>\$ 14.25</u>	<u>4,848,945</u>	<u>\$ 13.92</u>

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A summary of the status of the Company's non-vested options as of July 1, 2007, and changes during the three fiscal months ended July 1, 2007, is presented below.

	<u>Number of Options</u>	<u>Weighted Average Grant-Date Fair Value</u>
Nonvested at March 31, 2007	396,429	\$ 6.00
Granted	284,998	8.00
Vested	(31,182)	5.81
Forfeited	<u>(20,675)</u>	6.22
Nonvested at July 1, 2007	<u>629,570</u>	\$ 6.47

Restricted Stock

In fiscal 2006, the Company approved grants of 263,282 shares of restricted stock at a weighted average fair market value on that date of grants of \$13.18 per share. In fiscal 2007, the Company approved grants of 9,000 shares of restricted stock at a weighted average fair market value on the date of grants of \$16.11 per share. Generally, restricted stock is granted at the fair market value of the Company's common stock on the date of grant and vest in annual installments over a four-year period from the date of grant.

There were no changes in restricted stock outstanding under the Company's equity incentive plans during the three fiscal months ended July 1, 2007.

The Company recognized equity-based compensation expense related to the vesting of restricted stock grants of approximately \$430, with a related tax benefit of \$137, for the first fiscal quarter of 2007 and approximately \$224, with a related tax benefit of \$69, for the first fiscal quarter of 2008. For the full fiscal year 2007, the Company recognized equity-based compensation expense associated with the vesting of restricted stock grants of approximately \$1,694, with a related tax benefit of \$593.

Restricted Stock Units

The Company approved a grant of 22,969 restricted stock units on February 12, 2007, at the fair market value on that date of \$16.37 to non-employee directors. These restricted stock units vest and become exercisable in installments over a five-month period which ends on July 20, 2007, just prior to the Company's annual stockholders meeting. The Company approved a grant of 141,140 restricted stock units on May 29, 2007, at the fair market value on that date of \$18.25 to management and other key employees. These restricted stock units are granted at the fair market value of the Company's common stock on the date of grant and vest 25% per year over a four-year period from the date of grant.

The Company recognized equity-based compensation expense related to the vesting of restricted stock units of approximately \$186, with a related tax benefit of \$58, for the first fiscal quarter of 2008. For the full fiscal year 2007, the Company recognized equity-based compensation expense associated with the vesting of restricted stock unit grants of approximately \$231, with a related tax benefit of \$72.

All Award Plans

As of July 1, 2007, unrecognized compensation expense associated with the non-vested equity incentive awards outstanding was \$6,935 and is expected to be recognized over a weighted average period of 30 months.

Employee Stock Purchase Plan

On July 26, 2004, the Company adopted, and its stockholders approved, an Employee Stock Purchase Plan ("ESPP"). The Plan was amended by the Board of Directors on November 9, 2004. This ESPP is considered by the Company to be non-compensatory and no compensation expense is recorded when shares are issued under the ESPP.

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NOTE 13: EARNINGS PER SHARE

Net earnings per share – basic is based on the weighted average number of shares of common stock outstanding. Net earnings per share – diluted gives effect to all dilutive potential common shares that were outstanding during the period. At July 1, 2007, the Company had outstanding stock options, restricted stock and restricted stock units which could potentially dilute basic earnings per share in the future. Weighted average common shares – basic and common shares – diluted were as follows:

	Three fiscal months ended	
	July 2, 2006	July 1, 2007
Weighted average shares of common stock outstanding—basic	46,338,013	46,885,318
Assumed exercise of stock options, net of shares assumed reacquired	807,203	966,213
Weighted average common shares—diluted	<u>47,145,216</u>	<u>47,851,531</u>
Antidilutive options and unvested restricted stock and restricted stock units not included in weighted average common shares—diluted	<u>2,657,051</u>	<u>1,489,790</u>

NOTE 14: SECONDARY OFFERING

On June 29, 2007, certain of the Company’s stockholders, including affiliates of Metalmark Capital LLC and certain other institutional stockholders, completed a secondary offering of 6,000,000 shares of the Company’s common stock to Jefferies and Company, Inc. The Company did not issue any shares or receive any proceeds in the offering, however, under the terms of its shareholders’ agreement, the Company did incur approximately \$200 in fees related to the offering.

NOTE 15: BUSINESS SEGMENTS

The Company has the following two reportable business segments:

Reserve power products are used for backup power for the continuous operation of critical applications in telecommunications systems, uninterruptible power systems or UPS, applications for computer and computer-controlled systems, and other specialty power applications, including security systems, for premium starting, lighting and ignition applications, in switchgear and electrical control systems used in electric utilities and energy pipelines, and in commercial and military aircraft, submarines and tactical military vehicles.

Motive power products are used to provide power for manufacturing, warehousing and other material handling equipment, primarily electric industrial forklift trucks, mining equipment, and for diesel locomotive starting, rail car lighting and rail signaling equipment.

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The following table provides selected financial data for the Company's reportable business segments:

	<u>Reserve Power</u>	<u>Motive Power</u>	<u>Consolidated</u>
Three months ended July 2, 2006:			
Net sales	\$ 158,395	\$ 200,639	\$ 359,034
Operating earnings before litigation settlement income	\$ 9,406	\$ 13,394	\$ 22,800
Litigation settlement income	1,966	800	2,766
Operating earnings	<u>\$ 11,372</u>	<u>\$ 14,194</u>	<u>\$ 25,566</u>
Three months ended July 1, 2007:			
Net sales	\$ 184,701	\$ 245,162	\$ 429,863
Operating earnings before restructuring charges	\$ 8,442	20,612	29,054
Restructuring charges	(7,365)	(2,492)	(9,857)
Operating earnings	<u>\$ 1,077</u>	<u>\$ 18,120</u>	<u>\$ 19,197</u>

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 (the "Reform Act") provides a safe harbor for forward-looking statements made by or on behalf of EnerSys. EnerSys and its representatives may, from time to time, make written or verbal forward-looking statements, including statements contained in our filings with the Securities and Exchange Commission and its reports to stockholders. Generally, the inclusion of the words "believe," "expect," "intend," "estimate," "anticipate," "will," and similar expressions identify statements that constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and that are intended to come within the safe harbor protection provided by those sections. All statements addressing operating performance, events, or developments that EnerSys expects or anticipates will occur in the future, including statements relating to sales growth, earnings or earnings per share growth, and market share, as well as statements expressing optimism or pessimism about future operating results, are forward-looking statements within the meaning of the Reform Act. The forward-looking statements are and will be based on management's then-current views and assumptions regarding future events and operating performance, and are applicable only as of the dates of such statements.

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 the Company's 2007 Annual Report on Form 10-K and other unforeseen risks. You should not put undue reliance on any forward-looking statements. These statements speak only as of the date of this Quarterly Report on Form 10-Q, and we undertake no obligation to update or revise these statements to reflect events or circumstances occurring after the date of this Quarterly Report on Form 10-Q.

Our actual results may differ materially from those contemplated by the forward-looking statements for a number of reasons, including the following factors:

- general cyclical patterns of the industries in which our customers operate;
- the extent to which we cannot control our fixed and variable costs;
- the raw material in our products may experience significant fluctuations in market price and availability;
- certain raw materials constitute hazardous materials that may give rise to costly environmental and safety claims;
- legislation regarding the restriction of the use of certain hazardous substances in our products;
- risks involved in foreign operations such as disruption of markets, changes in import and export laws, currency restrictions and currency exchange rate fluctuations;
- our ability to raise our selling prices to our customers when our product costs increase;
- the extent to which we are able to efficiently utilize our global manufacturing facilities and optimize their capacity;
- general economic conditions in the markets in which we operate;
- competitiveness of the battery markets throughout the world;
- our timely development of competitive new products and product enhancements in a changing environment and the acceptance of such products and product enhancements by customers;
- our ability to adequately protect our proprietary intellectual property, technology and brand names;
- unanticipated litigation and regulatory proceedings to which we might be subject;

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- changes in our market share in the business segments and regions where we operate;
- our ability to implement our cost reduction initiatives successfully and improve our profitability;
- unanticipated quality problems associated with our products;
- our ability to implement business strategies, including our acquisition strategy, and restructuring plans;
- our acquisition strategy may not be successful in locating advantageous targets;
- our ability to successfully integrate any assets, liabilities, customers, systems and management personnel we acquire into our operations and our ability to realize related revenue synergies and cost savings within expected time frames;
- our debt and debt service requirements which may restrict our operational and financial flexibility, as well as imposing unfavorable interest and financing costs;
- adverse changes in our short- and long-term debt levels under our credit facilities;
- our exposure to fluctuations in interest rates on our variable-rate debt;
- our ability to attract and retain qualified personnel;
- our ability to maintain good relations with labor unions;
- credit risk associated with our customers, including risk of insolvency and bankruptcy;
- our ability to successfully recover in the event of a disaster affecting our infrastructure; and
- terrorist acts or acts of war, whether in the United States or abroad, could cause damage or disruption to our operations, our suppliers, channels to market or customers, or could cause costs to increase, or create political or economic instability.

This list of factors that may affect future performance is illustrative, but by no means exhaustive. Accordingly, all forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

In the following discussion and analysis of results of operations and financial condition, certain financial measures may be considered “non-GAAP financial measures” under Securities and Exchange Commission rules. These rules require supplemental explanation and reconciliation, which is provided in this Quarterly Report on Form 10-Q. EnerSys’ management uses the non-GAAP measures, “primary working capital” and “primary working capital percentage” (see definition in “Liquidity and Capital Resources” below) along with capital expenditures, in their evaluation of business segment cash flow and financial position performance. EnerSys’ management uses the non-GAAP measure “operating earnings before highlighted charges and credits” in their analysis of segment and region operating performance. This measure, as used by EnerSys in past quarters and years, adjusts operating earnings determined in accordance with GAAP to reflect changes in financial results associated with the Company’s restructuring initiatives and unusual charges and income items. Management believes presentations of financial measures reflecting these non-GAAP adjustments provide important supplemental measurement information in evaluating the operating results as distinct from results that include items that are not indicative of ongoing segment or region operating results, in particular, those charges that the Company incurs as a result of restructuring activities associated with our acquisitions; and those charges and credits that are not directly related to operating unit performance and are non-recurring in nature. Because these charges are incurred as a result of an acquisition, they are not a valid measure of the performance of our underlying business. These disclosures have limitations as an analytical tool, should not be viewed as a substitute for cash flow or net earnings determined in accordance with GAAP, and should not be considered in isolation or as a substitute for analysis of the Company’s results as reported under GAAP, nor are they necessarily comparable to non-GAAP performance measures that may be presented by other companies. Management believes that this non-GAAP supplemental information is helpful in understanding the Company’s ongoing operating results. This supplemental presentation should not be construed as an inference that the Company’s future results will be unaffected by similar adjustments to operating earnings determined in accordance with GAAP.

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OVERVIEW

We are the world's largest manufacturer, marketer and distributor 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 industrial batteries. We market and sell our products globally to over 10,000 customers in more than 100 countries through a network of distributors, independent representatives and our internal sales force.

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

- **Reserve power products** are used for backup power for the continuous operation of critical applications in telecommunications systems, uninterruptible power systems, or UPS, applications for computer and computer-controlled systems, and other specialty power applications, including security systems, for premium starting, lighting and ignition applications, in switchgear and electrical control systems used in electric utilities and energy pipelines, and in commercial and military aircraft, submarines and tactical military vehicles.
- **Motive power products** are used to provide power for manufacturing, warehousing and other material handling equipment, primarily electric industrial forklift trucks, mining equipment, and for diesel locomotive starting, rail car lighting and rail signaling equipment.

We evaluate business segment performance based primarily upon operating earnings, exclusive of highlighted items. All 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. Although we monitor the three elements of primary working capital (receivables, inventory and payables), our primary focus is on the total amount due to the significant impact it has on our cash flow and, as a result, our level of debt.

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 manufacturing locations throughout the world. More than half of our manufacturing capacity is located outside of the U.S. Nearly 60% of our net sales for the first fiscal quarters of 2007 and 2008 were generated outside of North America. 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-end. 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, distribution and operating activities;
- changes in our level of debt and changes in the variable interest rates under our credit facilities; and
- the size and number of acquisitions and our ability to achieve their intended benefits.

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In fiscal 2007 and the first fiscal quarter of 2008, market and economic conditions generally remained strong, however lead prices hit substantially higher record levels.

During the last three fiscal years, the costs of our raw materials, of which lead is our primary raw material, have risen significantly. We estimate that our average cost of lead per pound (excluding premiums), as it affects our operating results, has risen from approximately \$0.23 in fiscal 2004 to \$0.36 in fiscal 2005, to \$0.41 in fiscal 2006, and to \$0.56 in fiscal 2007, and has risen from \$0.51 in the first fiscal quarter of 2007 to \$0.72 in the first fiscal quarter of 2008. Our estimated incremental lead cost, due to increased price, in the first fiscal quarter of 2008 over first fiscal quarter of 2007 was approximately \$27 million. The highest price for lead on the London Metal Exchange during fiscal 2007 was \$0.907 per pound on February 26, 2007. The highest price for lead on the London Metal Exchange during the first fiscal quarter of 2008 was \$1.214 per pound on June 26, 2007. In July 2007, lead reached an historic high of \$1.579 per pound.

Our business strategy in this environment of high commodity costs is to improve profitability by pricing actions and cost savings, as well as to tightly control operating cash flow and capital spending.

We have implemented a series of selling price increases to offset some of the impact of rising commodity costs. Our selling price actions increased net sales by approximately 6% in the first fiscal quarter of 2008, compared to the comparable quarter of fiscal 2007. We announced additional price increases during the course of the first fiscal quarter of 2008 (and during the second fiscal quarter of 2008), however, these pricing actions will not be fully realized immediately in our operating results.

See the discussion under the caption "Market and Economic Conditions" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2007, for a further discussion of commodity costs and our ability to offset some of the impact of these rising costs through selling price increases.

Cost savings programs remain a continuous element of our business strategy and are directed primarily at further reductions in plant manufacturing (labor and overhead), raw materials costs and our operating expenses (primarily selling, general and administrative). Our recently-announced European restructuring is an example of such a cost savings initiative (see Note 9 to the Consolidated Condensed Financial Statements).

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RESULTS OF OPERATIONS

NET SALES

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
<i>By segment</i>						
Reserve power	\$ 158.4	44.1%	\$ 184.7	43.0%	\$ 26.3	16.6%
Motive power	200.6	55.9	245.2	57.0	44.6	22.2
Total	\$ 359.0	100.0%	\$ 429.9	100.0%	\$ 70.9	19.7%

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
<i>By region</i>						
Europe ⁽¹⁾	\$ 189.6	52.8%	\$ 228.3	53.1%	\$ 38.7	20.4%
Americas	146.1	40.7	176.6	41.1	30.5	20.9
Asia	23.3	6.5	25.0	5.8	1.7	7.3
Total	\$ 359.0	100.0%	\$ 429.9	100.0%	\$ 70.9	19.7%

(1) Includes Europe, Middle East and Africa

Net sales increased \$70.9 million or 19.7% in the first fiscal quarter of 2008 over the comparable period in fiscal 2007. Stronger European currencies, primarily the euro as compared to the U.S. dollar, resulted in an increase in the first fiscal quarter of 2008 net sales of approximately \$16 million or 5%. The euro to US dollar exchange rate averaged \$1.35 (\$/€) in the first fiscal quarter of 2008 compared to \$1.27 (\$/€) in the first fiscal quarter of 2007. Our recent acquisitions contributed approximately \$6 million or 2% to net sales in the first fiscal quarter of 2008 over the same period of 2007. Approximately 6% of the increase in our first fiscal quarter of 2008 sales growth rate is attributable to selling price recovery actions. Organic growth in sales (sales growth excluding the effects of foreign currency translation, acquisitions and price increases) in the first fiscal quarter of 2008 over the same period of 2007 was approximately 7%.

The robust growth experienced in our motive power segment in fiscal 2006 and fiscal 2007 continued into the first fiscal quarter of 2008, with sales increasing 22.2% compared to the comparable period in the prior year. Motive power segment sales include sales from Energia acquired in May 2007, of approximately \$2 million in the first fiscal quarter of 2008. Our reserve power segment also achieved a strong first fiscal quarter 2008 improvement in sales of 16.6% compared to the prior year, attributed primarily to organic growth, coupled with the impact of approximately \$4 million of increased sales from recent acquisitions. Pricing recovery actions remain a primary focus of our Company. Our motive power segment continues to realize a higher selling price recovery amount and percentage than our reserve power segment.

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Our Europe and Americas regions achieved solid net sales growth in the first fiscal quarter of 2008, compared to the comparable period of 2007 due primarily to continued strength in our end markets, favorable macro-economic conditions and, we believe, an increase in our market share in those regions. Our Asia region's net sales were flat in the first fiscal quarter of 2008, compared to the comparable period of 2007. Our European region sales in the first fiscal quarter of 2008, excluding the effect of foreign currency translation, increased 12.8% in comparison to the first fiscal quarter of 2007, attributed primarily to increases in volume and prices. Our Americas region sales in the first fiscal quarter of 2008, excluding the effect of foreign currency translation, increased 20.6% in comparison to the first fiscal quarter of 2007, primarily due to increases in volume and prices. Our Asia region sales in the first fiscal quarter of 2008, excluding the effect of foreign currency translation, increased 1.5% in comparison to the first fiscal quarter of 2007, attributed primarily to pricing actions.

GROSS PROFIT

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Gross profit	\$ 77.1	21.5%	\$ 86.6	20.1%	\$ 9.5	12.3%

Gross profit, excluding the effect of foreign currency translation, increased 8.7% or \$6.7 million in the first fiscal quarter of 2008 when compared to the first fiscal quarter of 2007. Gross profit percentage of net sales declined 140 basis points in the first fiscal quarter of 2008 in comparison to the comparable period in fiscal 2007. The decline in the gross profit percentage is directly attributed to higher raw material costs. We estimate that the cost of lead alone, our most significant raw material, increased our costs by \$27 million in the first fiscal quarter of 2008 compared to the first fiscal quarter of 2007.

Strong efforts to pass through higher commodity costs via sales price increases continue to be made in all regions. As described previously, competitive conditions remain challenging in our industry. We estimate that realized selling price increases were approximately 5% in fiscal 2007 (which represents approximately 66% of the commodity cost increases experienced during fiscal 2007), and 6% in the first fiscal quarter of 2008 (which represents approximately 75% of the commodity cost increases experienced during the first fiscal quarter of 2008). Our sales initiatives will continue to emphasize pricing recovery for our products and continue to focus on improving product mix to higher margin products. Additionally, we remain highly focused on our long-standing and on-going cost reduction programs to help mitigate the rising cost of raw materials. These programs continue to be highly effective in reducing our costs and, accordingly, have had a significant impact in improving our operating results.

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OPERATING EXPENSES, RESTRUCTURING AND LITIGATION SETTLEMENT INCOME

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Operating expenses	\$ 54.3	15.1%	\$ 57.5	13.4%	\$ 3.2

Operating expenses, excluding the effect of foreign currency translation, increased 2.0% or \$1.1 million in the first fiscal quarter of 2008 over the comparable period of the prior year, due primarily to the inclusion of operating expenses from our new acquisitions and higher sales volume. Operating expenses as a percentage of net sales decreased 170 basis points in the first fiscal quarter of 2008 in comparison to the comparable period in fiscal 2007. We continue to focus on expense saving initiatives and to further leveraging the fixed components of our operating expenses.

Selling expenses, our main component of operating expenses, were 63.8% of total operating expenses in the first fiscal quarter of 2008 compared to 62.8% of total operating expenses in the first fiscal quarter of 2007. However, both selling expenses and total operating expenses declined as a percent of total net sales.

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Restructuring charges	\$ —	—%	\$ 9.9	2.3%	\$ 9.9

Included in our first fiscal quarter of 2008 operating results are \$9.9 million of highlighted restructuring charges that are comprised of a \$5.0 million restructuring accrual, for staff reductions primarily in Europe, and a non-cash impairment charge of \$4.9 million for machinery and equipment that were impaired as a result of the Energia acquisition. The Company expects to incur approximately \$7 million of additional charges related to the European restructuring as follows: \$5 million in the remainder of fiscal 2008 and \$2 million in fiscal 2009.

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		(Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Litigation settlement income	\$ (2.8)	(0.8)%	\$ —	—%	\$ (2.8)

In the first fiscal quarter of 2007, we received approximately \$2.8 million, net of fees and expenses, due to the settlement of several related litigation matters. The amount of the settlement has been recorded as an increase in operating income, as the costs related to this matter were previously recorded in operating expenses.

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OPERATING EARNINGS

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
<i>By Segment</i>						
Reserve power	\$ 9.4	5.9%	\$ 8.5	4.6%	\$ (0.9)	(9.6)%
Motive power	13.4	6.7	20.6	8.4	7.2	53.7
Operating earnings before highlighted charges and credits	\$ 22.8	6.4%	\$ 29.1	6.8%	\$ 6.3	27.4%
Restructuring charges	\$ —	— %	\$ (9.9)	(2.3)%	\$ (9.9)	NA
Litigation settlement income	2.8	0.7	—	—	(2.8)	NA
Highlighted charges and credits	\$ 2.8	0.7%	\$ (9.9)	(2.3)%	\$ (12.7)	NA
Reserve power	\$ 11.4	7.2%	\$ 1.1	0.6%	\$ (10.3)	(90.4)%
Motive power	14.2	7.1	18.1	7.4	3.9	27.5
Operating earnings	\$ 25.6	7.1%	\$ 19.2	4.5%	\$ (6.4)	(24.9)%
	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
<i>By Region</i>						
Europe ⁽¹⁾	\$ 10.0	5.3%	\$ 11.2	4.9%	\$ 1.2	10.9%
Americas	10.8	7.3	17.1	9.7	6.3	58.3
Asia	2.0	8.5	0.8	3.2	(1.2)	(60.2)
Operating earnings before highlighted charges and credits	22.8	6.4	29.1	6.8	6.3	27.4
Restructuring charges-Europe	—	NA	(9.9)	NA	(9.9)	NA
Litigation settlement income-Americas	2.8	NA	—	NA	(2.8)	NA
Operating earnings	\$ 25.6	7.1%	\$ 19.2	4.5%	\$ (6.4)	(24.9)%

(1) Includes Europe, Middle East and Africa

Operating earnings decreased 25% or \$6.4 million in the first fiscal quarter of 2008 in comparison to the first fiscal quarter of 2007. Excluding the highlighted restructuring charges in the current period and the litigation income in the prior year period, operating earnings increased 27% or \$6.3 million in the first fiscal quarter of 2008 in comparison to the first fiscal quarter of 2007. Operating earnings before highlighted charges and credits as shown in the table above, as a percentage of net sales, increased 40 basis points in the first fiscal quarter of 2008 in comparison to the first fiscal quarter of 2007. As discussed above, our operating earnings were significantly affected by growth in sales volume, selling price increases to cover higher raw material cost, our continuing cost savings programs that lower cost of sales and operating expenses; partially offset by higher raw material costs.

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INTEREST EXPENSE

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Interest expense	<u>\$ 7.0</u>	<u>2.0%</u>	<u>\$ 7.2</u>	<u>1.7%</u>	<u>\$ 0.2</u>	<u>2.9%</u>

Interest expense of \$7.2 million in the first fiscal quarter of 2008 (net of interest income of \$0.2 million) was \$0.2 million higher than the \$7.0 million in the first fiscal quarter of 2007. Our average debt outstanding in the first fiscal quarter of 2008 was \$416.2 million compared to \$409.6 million in the first fiscal quarter of 2007. Our average interest rate incurred in the first fiscal quarter of 2008 was 6.5% compared to 6.3% in the first fiscal quarter of 2007. Included in first fiscal quarter 2008 and 2007 interest expense are non-cash charges of \$0.4 million for deferred financing fees. The increase in interest expense in the first fiscal quarter of 2008 compared to the comparable period in fiscal 2007 is attributed primarily to higher fixed interest rates paid on our interest rate swap agreements in the first fiscal quarter of 2008 and the increase in debt due primarily to the financing of the Energia acquisition, partially offset by higher interest income.

OTHER (INCOME) EXPENSE, NET

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Increase	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Other (income) expense, net	<u>\$ 0.7</u>	<u>0.2%</u>	<u>\$ 1.3</u>	<u>0.3%</u>	<u>\$ 0.6</u>	<u>85.7%</u>

Other expense in the first fiscal quarter of 2008 was \$1.3 million compared to \$0.7 million in the comparable period of fiscal 2007. This \$0.6 million unfavorable change in the first fiscal quarter of 2008 as compared to the comparable period in fiscal 2007, is primarily attributed to an increase in miscellaneous expenses, including \$0.2 million in professional fees associated with a secondary offering and a \$0.1 million increase in foreign currency net transaction losses reported in the first fiscal quarter of 2008.

EARNINGS BEFORE INCOME TAXES

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Decrease	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Earnings before income taxes	<u>\$ 17.8</u>	<u>5.0%</u>	<u>\$ 10.7</u>	<u>2.5%</u>	<u>\$ (7.1)</u>	<u>(39.9)%</u>

As a result of the above, earnings before income taxes decreased \$7.1 million, or 39.9%, in the first fiscal quarter of 2008 compared to the comparable period of fiscal 2007. Earnings before income taxes as a percentage of sales decreased 250 basis points to 2.5 % in the first fiscal quarter of 2008 in comparison to 5.0% in the first fiscal quarter of 2007.

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INCOME TAX EXPENSE

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Decrease	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Income tax expense	\$ 5.7	1.6%	\$ 3.3	0.7%	\$ (2.4)	(41.0)%
Effective tax rate	31.8%		31.2%		(0.6)%	

The effective tax rate in the first fiscal quarter 2008 was 31.2% compared to 31.8% in the comparable period of fiscal 2007. This rate reduction is primarily due to a change in the mix of earnings among our various legal entities in multiple foreign jurisdictions, which resulted in a higher proportion of our consolidated earnings being in tax jurisdictions with tax rates lower than our previous global averages.

NET EARNINGS

	Fiscal quarter ended July 2, 2006		Fiscal quarter ended July 1, 2007		Decrease	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Net earnings	\$ 12.2	3.4%	\$ 7.4	1.7%	\$ (4.8)	(39.2)%

As a result of the above, net earnings in the first fiscal quarter of 2008 were \$7.4 million or 1.7% of net sales, compared to \$12.2 million or 3.4% of net sales, in the comparable period of fiscal 2007, or a decrease of \$4.8 million.

Net earnings per common share in the first fiscal quarter of 2008 were \$0.16 per basic share and \$0.15 per diluted share compared to \$0.26 per basic and diluted share in the comparable period of fiscal 2007.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

On April 1, 2007, we adopted Financial Accounting Standards Board ("FASB") Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48") and began accounting for income tax contingencies in accordance with the guidance provided in FIN 48. Previous to the adoption of FIN 48, we accounted for income tax contingencies solely in accordance with the Statement of Financial Accounting Standards ("SFAS") No. 5, *Accounting for Contingencies* ("SFAS 5"). As a result of the implementation of FIN 48, the Company did not change the overall total of previously recorded tax liabilities and benefits, and was not required to record any cumulative effect adjustment to retained earnings. See Note 6 to the Consolidated Condensed Financial Statements in this Quarterly Report on Form 10-Q for additional information on FIN 48.

There have been no other material changes to our critical accounting policies from those discussed under the caption "Critical Accounting Policies and Estimates" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2007.

[Table of Contents](#)**LIQUIDITY AND CAPITAL RESOURCES**

Operating activities used cash of \$8.3 million for the first three fiscal months of 2008, compared to cash provided of \$6.8 million in the comparable period in fiscal 2007. Our earnings before a non-cash write off of impaired assets associated with our European restructuring and depreciation were relatively flat. The \$15.1 million unfavorable change in cash used in operations was primarily due to a \$12.9 million increase in primary working capital and a \$2.9 million increase in other assets, primarily lead hedges.

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) to derive a primary working capital percentage. Primary working capital was \$425.9 million (yielding a primary working capital percentage of 24.8%) at July 1, 2007, and \$385.7 million (yielding a primary working capital percentage of 23.3%) at March 31, 2007. The 1.5 percentage point increase in the quarter follows a normal seasonal pattern, including inventory increases to ensure sufficient product to cover normal summer plan shutdowns, and includes in the current quarter, significantly higher lead costs. The percentage at the end of this quarter of 24.8% is slightly below the percentage of 24.9% in the first fiscal quarter of the prior year. Primary working capital and primary working capital percentages at July 1, 2007, March 31, 2007 and July 2, 2006 are computed as follows:

<u>Balance At</u>	<u>Trade Receivables</u>	<u>Inventory</u>	<u>Accounts Payable</u>	<u>Total</u>	<u>Quarter Revenue Annualized</u>	<u>Primary Working Capital %</u>
			(in millions)			
July 1, 2007	\$ 378.3	\$ 259.7	\$ (212.1)	\$ 425.9	\$ 1,719.6	24.8%
March 31, 2007	351.6	234.3	(200.2)	385.7	1,654.4	23.3%
July 2, 2006	324.9	201.9	(169.0)	357.8	1,436.0	24.9%

Investing activities used cash of \$24.1 million for the first three months of fiscal 2008, compared to cash used of \$9.2 million in the comparable period in fiscal 2007. This change was primarily due to the \$15.2 million of cash paid for the May 2007 Energia acquisition. Capital expenditures were \$8.9 million in the first fiscal quarter of 2008, compared to \$9.0 million in the first fiscal quarter of 2007.

Financing activities provided cash of \$11.1 million in the first fiscal quarter of 2008, compared to cash provided of \$3.6 million in the comparable period of fiscal 2007. Cash and available lines of credit were used to finance the Energia acquisition.

As a result of the above, total cash decreased by \$20.9 million in the first fiscal quarter of 2008, compared to a cash increase of \$1.4 million in the comparable period of fiscal 2007.

At March 31, 2007, and July 1, 2007, there were \$355.0 million and \$354.1 million, respectively, outstanding under the term B loans. There were no borrowings under the revolving credit line at March 31, 2007, and July 1, 2007.

All obligations under our U.S. Credit Agreement are secured by, among other things, substantially all of our U.S. assets. All obligations under our Euro Credit Agreement are secured by a pledge of the shares of our Italian subsidiary and a guaranty of our subsidiary, EnerSys Capital Inc. Our U.S. and Euro Credit Agreements contain various covenants which, absent prepayment in full of the indebtedness and other obligations, or the receipt of waivers, 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 cash requirements. See Note 8 to the Consolidated Financial Statements included in the Company's 2007 Annual Report on Form 10-K for a detailed description of debt.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risks

EnerSys' cash flows and earnings are subject to fluctuations resulting from changes in interest rates, foreign currency exchange rates and raw material costs. We manage our exposure to these market risks through internally established policies and procedures and, when deemed appropriate, through the use of derivative financial instruments. EnerSys' policy does not allow speculation in derivative instruments for profit or execution of derivative instrument contracts for which there are no underlying exposures. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives. We monitor our underlying market risk exposures on an ongoing basis and believe that we can modify or adapt our hedging strategies as needed.

Interest Rate Risks

We are exposed to changes in variable U.S. interest rates on borrowings under our credit agreements. On a selective basis, from time to time, we enter into interest rate swap agreements to reduce the negative impact that increases in interest rates could have on our outstanding variable rate debt. Such agreements effectively convert \$203.0 million of our variable-rate debt to a fixed-rate basis, utilizing the three-month London Interbank Offered Rate, or LIBOR, as a floating rate reference. Fluctuations in LIBOR and fixed rates affect both our net financial investment position and the amount of cash to be paid or received by us under these agreements. The following commentary provides details for the \$203.0 million interest rate swap agreements:

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.

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

In August 2004, we entered into an interest rate swap agreement to fix interest rates on an additional \$8.0 million of floating rate debt through May 5, 2008. The fixed rates per year began November 5, 2004, and are 2.85% during the first year, 3.15% the second year, 3.95% the third year and 4.20% in the fourth year.

In October 2005, we entered into interest rate swap agreements to fix interest rates on an additional \$75.0 million of floating rate debt through December 22, 2010. The fixed rates per year plus an applicable credit spread began December 22, 2005, and are 4.25% during the first year, 4.525% the second year, 4.80% the third year, 5.075% the fourth year, and 5.47% in the fifth year.

A 100 basis point increase in interest rates would increase interest expense by approximately \$2.0 million on the variable rate portions of our debt.

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Commodity Cost Risks—Lead Contracts

We have a significant risk in our exposure to certain raw materials. Our largest single raw material cost is lead, for which the cost remains volatile. In order to hedge against increases in our lead cost, we have entered into contracts with financial institutions to fix the price of lead. Each such contract is for a period not extending beyond one year. We had the following contracts at the dates shown below:

<u>Date</u>	<u>\$'s Under Contract (in millions)</u>	<u># Pounds Purchased (in millions)</u>	<u>Average Cost/Pound</u>	<u>Approximate % of Lead Requirements (1)</u>
July 1, 2007	\$ 26.4	37.2	\$ 0.71	8%
March 31, 2007	51.8	73.5	0.70	15%
July 2, 2006	23.1	44.4	0.52	10%

(1) Based on approximate annual lead requirements for the periods then ended.

For the remaining three quarters of this fiscal year, roughly one half of our lead requirements are accounted for at an average cost of \$0.71 per pound. This takes into account the hedge contracts in place at July 1, 2007, lead purchased by July 1 that will be reflected in future costs under our FIFO accounting treatment, and the benefit from our lead tolling program.

We estimate that a 10% increase in our cost of lead (over our estimated cost in fiscal 2007 of \$0.57 per pound) would increase our annual total cost of goods sold by approximately \$30 million or 2% of annualized first fiscal quarter of 2008 total cost of goods sold.

Foreign Currency Exchange Rate Risks

We manufacture and assemble our products primarily in China, France, Germany, Italy, Mexico, Poland, the United Kingdom and the United States. Over half of our sales and expenses are translated in foreign currencies. Our sales revenue, production costs, profit margins and competitive position are affected by the strength of the currencies in countries where we manufacture or purchase goods relative to the strength of the currencies in countries where our products are sold. Additionally, as we report our financial statements in the U.S. dollar, our financial results are affected by the strength of the currencies in countries where we have operations relative to the strength of the U.S. dollar. The principal foreign currencies in which we conduct business are the euro, British pound, Polish zloty and Chinese renminbi.

We quantify and monitor our global foreign currency exposures. On a selective basis we will enter into foreign currency forward contracts and option contracts to reduce our impact from the volatility of currency movements. Based primarily on statistical currency correlations on our exposures in fiscal 2007, we are highly confident that the pretax effect on annual earnings of changes in the principal currencies in which we conduct our business would not be in excess of approximately \$6 million in more than one year out of twenty years.

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Our largest exposure is from the purchase and conversion of U.S. dollar based lead costs into local currencies in Europe and China. Additionally, we have currency exposures from intercompany trade transactions. To hedge these exposures we have entered into forward contracts with financial institutions to fix the value at which we will buy or sell certain currencies. Each contract is for a period not extending beyond one year. As of March 31, 2007, and July 1, 2007, we had entered into a total of \$93.1 million and \$81.5 million, respectively, as follows:

<u>Transactions Hedged</u>	<u>March 31, 2007</u>		<u>July 1, 2007</u>	
	<u>\$US Equivalent (in millions)</u>	<u>Average Rate Hedged</u>	<u>\$US Equivalent (in millions)</u>	<u>Average Rate Hedged</u>
Sell euros for U.S. dollars	\$ 74.0	\$/€ 1.32	\$ 69.3	\$/€ 1.33
Sell UK pounds for U.S. dollars	9.1	\$/£ 1.92	6.0	\$/£ 1.92
Sell euros for Polish zloty	8.5	PLN/€ 3.89	5.7	PLN/€ 3.90
Sell Canadian dollars for U.S. dollars	1.5	CAN/\$ 1.11	0.5	CAN/\$ 1.11
Total	<u>\$ 93.1</u>		<u>\$ 81.5</u>	

Foreign exchange translation adjustments are recorded on the Consolidated Condensed Statements of Comprehensive Income.

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.

ITEM 4. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures. The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures are effective.

(b) Internal Control Over Financial Reporting. There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 1. Legal Proceedings

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.

Item 1A. Risk Factors

In addition to the other information set forth in this report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended March 31, 2007, which could materially affect our business, financial condition or future results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

The following table summarizes the number of common shares we purchased from participants in our equity incentive plans. As provided by such plans, vested options outstanding may be exercised through 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.

Purchases of Equity Securities

<u>Period</u>	<u>(a) Total number of shares (or units) purchased</u>	<u>(b) Average price paid per share (or unit)</u>	<u>(c) Total number of shares (or units) purchased as part of publicly announced plans or programs</u>	<u>(d) Maximum number (or approximate dollar value) of shares (or units) that may be purchased under the plans or programs</u>
Month 1				
April 1 – July 1, 2007	—	—	—	—
Month 2				
April 30 – May 27, 2007	—	—	—	—
Month 3				
May 28– July 1, 2007	139,036	\$ 18.91	—	—
Total	139,036	\$ 18.91	—	—

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Item 6. Exhibits

Exhibit Number	Description of Exhibit
3.1	Fifth Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Amendment No. 3 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 13, 2004).
3.2	Bylaws (incorporated by reference to Exhibits 3.2 to Amendment No. 3 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 13, 2004).
4.1	2004 Securityholder Agreement (incorporated by reference to Exhibit 4.2 to Amendment No. 4 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 26, 2004).
10.1	Employment Agreement dated June 18, 2007, between EH Europe GmbH and Ray Kubis (filed herewith).
10.2	Termination of Directorship Agreement, dated June 30, 2007, between EnerSys SPRL (formerly Hawker Belgium S.A.) and Raymond R. Kubis (filed herewith).
10.3	Termination of Directorship Agreement, dated June 30, 2007, between EnerSys Delaware Inc. (formerly Enersys, Inc.) and Raymond R. Kubis (filed herewith).
10.4	EnerSys Management Incentive Plan for fiscal year 2008 (incorporated by reference to Exhibit 10.1 to Form 8-K filed on April 2, 2007).
10.5	Form of Stock Option Agreement (incorporated by reference to Exhibit 10.1 to EnerSys' Form 8-K filed on May 23, 2007).
10.6	Form of Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.2 to EnerSys' Form 8-K filed on May 23, 2007).
10.7	EnerSys 2007 Management Incentive Plan (incorporated by reference to Exhibit 10.1 to EnerSys' Form 8-K filed on July 20, 2007).
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).

SIGNATURES

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

ENERSYS (Registrant)

By /s/ Michael T. Philion
Michael T. Philion
Executive Vice President-Finance and Chief Financial Officer
(Authorized Officer and Principal Financial Officer)

Date: August 8, 2007

EXHIBIT INDEX

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31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).

Employment Agreement as of July 1, 2007 between EH Europe GmbH Löwenstrasse 32 8001 Zurich referred to as: “**Employer**” and Raymond R. Kubis referred to as: “**Executive**” concerning **Employment as Managing Director**

1 Function, Scope of Employment and Duties

- 1.1 Executive is employed for the position and function of the Managing Director of Employer and as President of EnerSys' operations in Europe, the Middle East and Africa ("EnerSys Europe"). EnerSys is a Delaware corporation with worldwide headquarters located in Reading, Pennsylvania, USA ("EnerSys"). Executive's functional title shall be "President EnerSys Europe."
- 1.2 The duties and responsibilities of Executive include in particular:
 - a) overall and daily management and direction of Employer and EnerSys' operations in Europe, the Middle East and Africa;
 - b) implementation of the business policies as determined by EnerSys Management (the "Management") to realize the purpose of the business of Employer and EnerSys' operations in Europe, the Middle East and Africa; and
 - c) regular reporting to the Management with regard to the course of business and occurrences outside the ordinary course of business.
- 1.3 Executive shall take on the duties and obligations that are usually involved with his function in accordance with (i) the terms and conditions of this Agreement, (ii) the articles of association of Employer, (iii) the law and (iv) the instructions and directives of the quota-holders of Employer and the Management. Such directives are, in particular, considered to be the Operating Agreement, the business policies as well as directives and instructions of EnerSys.
- 1.4 Executive shall directly report to the Chief Executive Officer of EnerSys.
- 1.5 Executive shall carefully perform the work within his responsibility and devote all of his efforts for work and working time to Employer and EnerSys. He shall spend the time which is required for the careful performance of his duties and obligations without being restricted by business working hours.

2 Exclusivity

- 2.1 During the term of this Agreement, any engagement of Executive in any other or additional employment, occupation or consulting activity, including, but not limited to, activities as advisor, employee, member of a board of directors as well as the exercise of a public office or a function in a professional association, is subject to the prior approval of the Management.
- 2.2 Executive shall not directly or indirectly invest, contribute or participate in any company which competes with Employer or any subsidiary or affiliate of EnerSys during the term of his employment. This Section 2.2 shall not be violated, however, by Executive's investments of up to USD 100,000 in the aggregate in one or several publicly traded companies that engage in a Competing Business (as defined in Section 13.3).
- 2.3 Place of work is Zurich. Executive shall travel as required for the fulfillment of his duties and obligations hereunder.

3 Start of Work, Employment Term

- 3.1 This Agreement is made with effect as of July 1, 2007 (the "Effective Date"), and replaces the Managing Directorship Agreement between Executive and Hawker Belgium S.A. dated 8 January 2002 (as amended on 1 April 2007) and the Directorship Agreement between Executive and EnerSys Inc. dated 8 January 2002 (collectively, the "Prior Agreements"). Commencement of work is on the Effective Date. As of the Effective Date, the Prior Agreements shall terminate, and none of the parties thereto shall have any rights or obligations thereunder other than those rights and obligations that accrued prior to the Effective Date and those that expressly survive termination.
- 3.2 This Agreement shall continue for an indefinite term from the Effective Date unless terminated by either Party with notice. The amount of notice required by the terminating party (whether the terminating party is the Employer or the Executive) shall be amount of notice that an employer is required to give an employee under applicable Swiss law.

4 Emolument

- 4.1 Executive shall be entitled to an annual fixed gross emolument of CHF 545,500 (the "Base Remuneration"). The Base Remuneration shall be split into two (2) amounts: (a) CHF 400,000 of which shall be payable in Switzerland, after deduction of Executive's withholding taxes, as applicable under applicable laws and regulations, in twelve monthly gross installments of CHF 33,333; and (b) CHF 145,500 of which shall be payable in the United States, after deduction of Executive's contributions to social security, medicare and 401(k), in twelve monthly gross installments of USD 9,926. Any emolument paid for a period of less than a full month shall be prorated based on the actual number of days elapsed.
- 4.2 During his employment hereunder, Executive will be entitled to a bonus of up to 60% of the Base Remuneration as provided in the EnerSys Management Incentive Plan, as amended from time to time (the "MIP"). Such amount shall be payable in Switzerland in Swiss Francs, less any contributions or deductions required under applicable law.
- 4.3 The above emolument compensates for the entire working time necessary for carrying out and performing the duties and obligations of Executive's position and function.
- 4.4 Executive will be able to participate in EnerSys 2006 Equity Incentive Plan and any successor plan thereto (the "EIP") on the same basis as other senior managers of the EnerSys group. Executive acknowledges that all awards granted under the EIP to Executive, if any, are at the sole discretion of the Board of Directors of EnerSys.

5 Allowances

- 5.1 In addition to his Base Remuneration and the bonus to which he is entitled, Executive shall receive the following allowances:
- a) **Relocation Costs:** Employer shall bear the reasonable costs for the relocation of Executive from Belgium to Switzerland.
 - b) **Company Car:** Employer will provide or bear the costs of one automobile and reasonable operating expenses for business and personal use for the duration of Executive's employment in accordance with Employer's policy as in effect from time to time.

- c) **Home Leave:** Employer will reimburse Executive and his immediate family (to include children through the age of 25) for the actual cost incurred of two direct round trip air flights (business class in the case of Executive and his spouse; coach class in the case of Executive's children) between Zurich and either Chicago or Miami during each year of employment. Executive will be responsible for living and other expenses during any home leave.
- d) **School Fees:** For the duration of the employment hereunder, Employer will reimburse Executive for tuition paid for Executive's child attending international school. In its sole discretion, Employer may directly pay such tuition to the appropriate international school. Executive acknowledges that his child has 2 years remaining in school.
- e) **Tax Preparation:** For the duration of the employment hereunder, Employer will provide or bear the costs of tax preparation and consultancy services up to a maximum amount of CHF 15,000 per annum. Upon termination of the employment for any reason other than voluntary resignation by Executive, Employer shall pay one half of the costs of the tax preparation services for the year of termination.
- f) **Housing:** For the duration of the employment hereunder, Employer will pay Executive a housing allowance in the amount of CHF 5,880 per month.
- g) **Cost of Living Adjustment:** For the duration of the employment hereunder, Employer will pay Executive a cost of living supplement equal to sixteen percent (16%) of the Base Remuneration, payable in 12 equal monthly payment. Such amount is currently CHF 87,200 or CHF 7,273 per month and is subject to changes in the Base Remuneration.
- h) **Income Tax Protection.** Except as provided in Section 17, Employer shall not be obligated to gross up for taxes any individual benefit paid to Executive. However, Employer will indemnify Executive for all taxes paid in excess of 30% of Executive's total compensation hereunder, up to a maximum of CHF 915,000. For purposes of this Clause h), (i) taxes shall include any and all Swiss wealth taxes applicable to Executive but shall exclude (A) all US state income tax applicable to Executive, and (B) taxes on income derived by Executive from sources other than that payable hereunder, and (ii) for clarity purposes, the phrase "total compensation hereunder" shall mean all compensation payable under clauses 4.1, 4.2, and 5.1 a), b), c), d), e), f), g) and i).
- i) **Miscellaneous.** Employer will provide or bear the costs of a mobile phone and laptop computer with mobile internet connection and reasonable operating expenses for business and personal use for the duration of Executive's employment in accordance with Employer's policy as in effect from time to time.

6 Expenses

Employer shall compensate Executive for all expenses arising out of the performance of his duties under this Agreement which are adequately supported by documentation and consistent with the policies of Employer in effect from time to time.

7 Social Security Contributions/Insurances

- 7.1 For the duration of the employment hereunder, Employer shall provide Executive, his spouse and his daughter Marcia (until Marcia completes International School), with reasonable health and dental insurance in Switzerland. In addition, Executive, at his sole expense, may participate in the EnerSys' US based health care program.

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- 7.2 Employer will insure Executive against occupational and non-occupational accidents. All costs of such insurance will be exclusively borne by Employer.
- 7.3 Executive's contributions to the U.S. social security program shall be deducted from the Base Remuneration and bonus and possible other payments.
- 7.4 For the duration of his employment, Executive shall be entitled to participate in the EnerSys 401k Plan under the same terms and conditions applicable to other senior managers of EnerSys in effect from time to time.

8 Vacation

- 8.1 Executive shall be entitled to 25 days vacation per calendar year. Executive shall determine the timing of vacation in accordance with his duties.

9 Disability to Work

9.1 Information of Employer

Executive shall immediately inform Employer if he is unable to work and let Employer know the estimated duration of and the reasons for his inability to work. In the event of illness, Executive shall upon request provide Employer with a medical certificate on his inability to work and the estimated duration of it.

9.2 Continued Payment of Salary

Subject to Section 16.4, if Executive is unable to perform his work due to illness, accident or any other cause through no fault of his own, Employer shall continue to pay the agreed Base Remuneration for a maximum period of 6 months; provided, however, that each such amount shall be reduced (but not below zero) by any salary payments or other amounts by third parties for the said period, particularly under accident or health or medical insurance policies taken out by Employer, shall be on account of Employer's salary payment obligation.

10 Director's Liability Insurance

Employer will arrange insurance coverage for Executive against directors' and officers' liability arising out of his activities under this Agreement under the insurance policy of EnerSys.

11 Intellectual Property Rights

- 11.1 All inventions, designs, creations, data, findings, works, computer-programs, marks, methods, documents and the like which Executive solely or jointly with others, makes, conceives or contributes to while performing his tasks and activities hereunder (referred to collectively as the "Results") belong exclusively to Employer regardless of whether or not Results are protected under applicable laws and regulations. To the extent Employer is not entitled to the rights to Results on the basis of Art. 332 para. 1 CO Executive assigns and transfers any rights to and in connection with Results to Employer. Employer is free to exploit, modify and use such Results at its own discretion. Subject only to Art. 332 para. 4 CO, Executive is not entitled to any additional remuneration for the Results he has made, conceived or contributed to.
- 11.2 During and after the term of his employment, if reasonably required, Executive will support Employer in the process of patenting inventions or registering other intellectual property rights he made or contributed to during his employment hereunder.

12 Confidentiality / Company Property

- 12.1 Executive acknowledges that all information and knowledge obtained or developed as a result of, or in connection with, his employment hereunder and which is directly or indirectly related to Employer or other companies within EnerSys, their activities, products, software, techniques, technology and procedures as well as all related intellectual property rights are extremely valuable and confidential. All such information and rights shall vest and remain with Employer or the related company within EnerSys, and Executive shall, upon request and the expense of Employer, promptly make all disclosures, execute all instruments and papers and perform all acts reasonably necessary to vest and confirm in Employer or the related company within EnerSys, fully and completely, all rights created or contemplated by this Section.
- 12.2 Executive agrees and undertakes not to disclose, publish or make available to any third party, during his employment and at any time after the termination thereof, any such knowledge or information without the prior written consent of Employer; provided, however, that this Section 12.2 shall not apply to information and knowledge that is in the public domain, unless such information or knowledge is in the public domain as a result of action by Executive in violation of this provision.
- 12.3 Furthermore, Executive shall be bound, both during this employment hereunder and afterwards not to perform or take part in any act of unfair competition.
- 12.4 Executive must keep in safe custody any commercial and technical documents and equipment of Employer and EnerSys and shall return it to Employer when requested, at the latest at the end of this Agreement, and without keeping any copies. Wherever copies cannot be surrendered to Employer (e.g. digital copies, data carriers or the like) such copies must be destroyed at the time of request to surrender even if destruction of copies has not been specifically requested by Employer.

13 Prohibition to Compete and to Solicit

- 13.1 Due to the fact that in his function Executive has access to the clientele and to the manufacturing and business secrets of Employer and EnerSys, he undertakes, during the term of this Agreement and for two (2) years after its termination, to refrain from engaging in any Competing Business (as hereinafter defined) in Switzerland, the European Union and any other country or territory in which Employer or EnerSys have business activities at the date of termination of the employment or had such in the twelve months preceding the termination of the employment, and not to solicit employees of Employer or any other company of EnerSys for his own business or the business of any third parties.
- 13.2 In particular, Executive undertakes:
- not to participate, directly or indirectly, financially or otherwise, in any Competing Business; it being agreed, however, that this Section 13 shall not be violated by Executive's investment of up to USD 100,000 in the aggregate in one or several publicly traded companies that engage in a Competing Business;
 - not to be active, fully or partially, for or in a Competing Business, be it as a director, officer, partner, employee, representative, agent, adviser or otherwise;
 - not to directly or indirectly establish a Competing Business;
 - not to directly or indirectly solicit or employ any person who is, or was during the then most recent twelve month period, an employer, officer or director, representative or agent of Employer or any other EnerSys company or in any other way enter into an agreement with such persons for the benefit of himself or a third party.

- 13.3 For the purpose of this Agreement a Competing Business means a business or enterprise (other than Employer or any company within EnerSys) 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 forklifts trucks, golf carts, floor sweepers and other materials handling equipment); and/or
 - 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 uninterruptible power supplies); and/or
 - c) any Aerospace and Defense product or other product Employer or EnerSys is now or at the time of termination makes or is researching, acquiring or developing.

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.

14 Infringement of Non-Compete and Non-Solicitation Provision

- 14.1 Executive is aware and acknowledges that a violation of the obligations as set out in Section 13 may seriously damage Employer and EnerSys. If Executive violates the obligations, Employer therefore has the right to forbid Executive to start or continue activities which are contrary to his non-competition obligation, and may, in particular, force Executive to abandon the new occupation (specific performance, "*Realexecution*"). Furthermore, the two years non-compete period shall be extended by the time of any period of non-compliance.
- 14.2 Employer has the right to claim for any damage that has been caused by violations of these obligations.
- 14.3 Payment of damages does not release Executive from his obligations of non-competition and non-solicitation as set out in Section 13.

15 Data Protection

- 15.1 Executive acknowledges and agrees that Employer may store, transfer, change and destroy all of his personal data in connection with this Agreement. He particularly acknowledges and agrees that Employer has the right to transfer any of his data to other companies of EnerSys in Switzerland or abroad, including, but not limited to, the US.

16 Termination Payments

16.1 Termination by Employer without Cause / by Executive for Good Reasons

16.1.1 General

Subject to Sections 16.1.2; 16.1.3 and 16.4, if the employment is terminated by Employer without Cause (as defined below) or if Executive terminates the employment for Good Reason (as defined below), Employer shall, subject to Executive executing a general release of claims against Employer and its affiliates (including, without limitation, EnerSys and its direct and indirect subsidiaries) in a form reasonably acceptable to the Employer, pay to Executive the following amount (the "Termination Payments"):

- a) For a period equal to two years from the date of termination (or, if less than two years remain until Executive's 65th birthday, for the period from the date of termination until the Executive's 65th birthday) (the "Payment Period"), Employer shall continue to pay Executive the Base Remuneration (as defined in Section 4.1 above), at the rate in effect on the date of such termination, at such intervals as the same would have been paid had Executive remained in service of Employer.

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- b) For the fiscal year in which such termination occurs (the "Termination Year") and for each whole fiscal year following the Termination Year included in the Payment Period, Employer shall pay Executive an amount equal to the average of the bonus paid to Executive pursuant to Section 4.2 above for the two fiscal years preceding the Termination Year (including, if applicable, the bonus earned under the agreements referred to in Section 3.1 above), which amount shall be payable at the time annual bonuses are paid to EnerSys executives.
 - c) For the partial fiscal year, if any, immediately preceding the end of the Payment Period, Employer shall pay Executive a Pro Rata Portion (as defined in Section 16.5 below), through and including the last day of the Payment Period, of the amount provided for in paragraph (b) above for the whole fiscal years included in the Payment Period. Such Pro Rata Portion shall be payable at the time all bonuses are paid to EnerSys executives generally, but in any event no later than 75 days following the end of the fiscal year in which the Payment Period ends.
 - d) During the Payment Period, Executive and his beneficiaries shall remain eligible to participate, on the same terms and conditions as apply from time to time to the EnerSys' executive officers generally, in all employee welfare benefit plans or programs (including health, disability and life insurance programs but excluding any vacation and severance programs); provided, however, that this obligation on part of Employer shall cease at such time Executive becomes eligible to participate in comparable programs for another company; and provided, further, that Employer reserves the right to alter or discontinue specific benefit plans or programs as long as Employer continues to provide substantially similar benefits to Executive in accordance with this Section 16.1.1d).
 - e) Employer will reimburse Executive for documented reasonable costs of relocating him and his family and the entire reasonable personal effects to a single location in the United States, but only if such costs are incurred within nine months after the date of termination and only to the extent that another company does not directly or indirectly bear such relocation costs on his behalf.

Except as set forth in the MIP and the applicable award agreement thereunder, Executive shall have no further right to receive any other compensation or benefits from Employer or any company of EnerSys after termination of this Agreement. Executive's rights following termination of this Agreement in any awards under the MIP will be exclusively determined in accordance with the MIP and the applicable award agreement.

16.1.2 Conditions Applicable to Termination Payments

If, during the Payment Period, Executive starts to be engaged in a Competing Business (as defined in Section 13.3) and/or breaches any of its obligations under Section 11 to 14 above, Employer may, upon written notice to Executive, cease to make any further Termination Payments.

16.1.3 Death during the Payment Period

In the event of Executive's death during the Payment Period, the Termination Payments shall continue to be made during the remainder of the Payment Period to the beneficiary designated in writing for this purpose by Executive or, if no such beneficiary is specifically designated, to Executive's estate.

16.2 Termination for Cause; Voluntary Resignation

If the Employment Agreement is terminated by Employer for Cause or if Executive voluntarily terminates other than for Good Reason, Executive shall not be entitled to receive any portion of the Termination Payment. Executive shall have no right to receive any other compensation or benefits from Employer or any other company of EnerSys except as set forth in the MIP and the applicable award agreement thereon.

16.2.1 Cause

Termination for "Cause" shall mean termination of the employment because of any of the following:

- a) any reason entitling Employer to terminate the Agreement without notice pursuant to Art. 337 et seq. of the Swiss Code of Obligations ("CO");
- b) commission of any felony or other crime involving moral turpitude;
- c) knowing and intentional fraud;
- d) any act or omission that is material injurious to the financial condition or business reputation of, or is otherwise materially injurious to, Employer or any other subsidiary or affiliate of EnerSys, unless Executive believed in good faith that he was acting in the best interest of Employer and EnerSys; and/or
- e) willful and continue failure or refusal of Executive to substantially perform the duties required of him as a director other than by reason of physical or mental incapacity;

provided, however, that, except for cases in which Employer is entitled to terminate the Agreement without notice pursuant to Art. 337 et seq. CO, if any such Cause relates to Executive's obligations under this Agreement, such termination shall not constitute Cause unless Employer shall have given Executive notice of its intention to terminate and of the ground for such termination within 90 days of such event, and Executive has not, within 20 days following receipt of such notice cured such Cause to the reasonable satisfaction of Employer, and Employer terminates this Agreement to the next possible termination date.

16.2.2 Good Reason

For the purpose of this Agreement, "Good Reason" shall mean any of the following (without Executive's prior written consent):

- a) any reason entitling Executive to terminate the Agreement without notice pursuant to Art. 337 et seq. CO;
- b) any decrease in Executive rate of Base Remuneration (as defined above) other than in connection with repatriation to the United States;

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- c) a material diminution of the authority, responsibilities or positions of Executive from those set-forth above;
 - d) Employer requiring Executive to relocate from Zurich, Switzerland except, with 90 days prior notice and an undertaking to pay reasonable relocation expense, to another location in Western Europe;

provided, however, that, except for cases in which Executive is entitled to terminate this Agreement pursuant Art. 337 et seq. CO, none of the foregoing events or conditions shall constitute Good Reason, unless (i) Executive gives Employer written notice of his objection to such event or condition within 90 days of the occurrence of such event or condition, (ii) Employer does not correct or cure such event or condition within 20 days within its receipt of such notice and (iii) Executive terminates his employment to the next possible termination date.

16.3 Mitigation and Offset

Executive shall not be required to mitigate the amount of any payment provided for in Section 16.1 by providing services to any third party, but the amount of any payment provided for in Section 16.1 (other than any amount that has accrued through to Executive's date of termination) shall be reduced, (but not below zero) by (i) any compensation earned (including amounts deferred) from a subsequent employer and (ii) any appreciation realized or accrued on equity or equity-linked securities of a subsequent employer by Executive, in both such cases as a result of providing services (whether as an employee, consultant, advisor, independent contractor, founder, partner, shareholder, option holder, warrant holder or board member or in any other capacity) to any party or entity during the Payment Period. Executive shall promptly notify Employer in writing of any such arrangement during the Payment Period and will cooperate fully with Employer in determining the amount of any reduction on amounts otherwise payable under Section 16.1.

16.4 Death and Disability

16.4.1 In the event the employment hereunder is terminated as a result of Executive's death or Disability, Employer shall pay to Executive (or his estate, as applicable) (i) the Base Remuneration through the date of termination and (ii) a Pro Rata Portion (through and including the date of termination) of the bonus to which Executive would be entitled pursuant to this Agreement during the year in which the employment was terminated, payable at the time bonuses are generally paid to EnerSys executives, provided, however, that each such amount shall be reduced (but not below zero) by any salary payments or other amounts by third parties for the said period, particularly under accident or health or medical insurance policies taken out by Employer, shall be on account of Employer's salary payment obligation.

16.4.2 For the purpose of this Section, disability means a physical or mental disability or infirmity of Executive, as determined by a physician of recognized standing selected by Employer, that prevents (or, in the opinion of such physician, is reasonably expected to prevent) the normal performance of Executive's duties for a continuous period of 180 days, or for 180 days during any 12-month period.

16.5 Pro Rata Amounts

Whenever this Agreement calls for payment of a "Pro Rata Portion" or a referenced amount, such a pro rata amount shall be calculated on the basis of (i) the number of days in the partial fiscal year up to and including the day as of which the amount is to be calculated, divided by (ii) 365.

17 Certain Additional Payments by Employer

17.1 Gross-Up Payments

In the event it shall be determined that any payment or distribution by Employer to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 17 (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (such excise tax being referred to as the "Excise Tax"), then Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

17.2 Gross-Up Payment Calculation

Subject to the provisions of Section 17.3, all determinations required to be made under this Section 17, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by Employer's independent certified public accountants (the "Accounting Firm"). All fees and expenses of the Accounting Firm shall be borne solely by Employer. Any Gross-Up Payment, as determined pursuant to this Section 17, shall be paid by Employer to Executive within five days of the receipt of the Accounting Firm's determination. Any determination by the Accounting Firm shall be binding upon Employer and Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by Employer should have been made ("Underpayment"), consistent with the calculations required to be made hereunder. In the event that Employer exhausts its remedies pursuant to Section 17.3 and Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by Employer to or for the benefit of Executive.

17.3 Claim by the IRS

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

- a) give Employer any information reasonably requested by Employer relating to such claim;
- b) take such action in connection with contesting such claim as Employer shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by Employer;
- c) cooperate with Employer in good faith in order effectively to contest such claim; and
- d) permit Employer to participate in any proceedings relating to such claim;

provided, however, that Employer shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 17.3, Employer shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as Employer shall determine; provided, however, that if Employer directs Executive to pay such claim and sue for a refund, Employer shall advance the amount of such payment to Executive, on an interest-free basis and shall indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance, and provided, further, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, Employer's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

17.4 Entitlement to Refund

If, after the receipt by Executive of an amount advanced by Employer pursuant to Section 17.3, Executive becomes entitled to receive any refund with respect to such claim, Executive shall promptly pay to Employer the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by Executive of an amount advanced by Employer pursuant to Section 17.3, a determination is made that Executive shall not be entitled to any refund with respect to such claim and Employer does not notify Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

18 Amendments to Agreement, Applicable Law, Jurisdiction

- 18.1 Any amendments or additions to this Agreement must be in writing.
- 18.2 Should any one or more provisions of this Agreement be or become invalid, the other provisions shall not be affected. Invalid provisions shall be substituted with provisions which are most closely in line with the intended purpose.
- 18.3 This Agreement shall be governed by the internal laws of Switzerland.
- 18.4 Any disputes arising out of this Agreement shall be submitted to the courts at the domicile or seat of the defendant or at the place where Executive usually carries out his work.

Employer:

_____, this _____

EH Europe GmbH

Name:

Name:

Executive:

_____, this _____

Raymond R. Kubis

TERMINATION OF DIRECTORSHIP AGREEMENT

THIS TERMINATION AGREEMENT, by and between EnerSys SPRL f/k/a Hawker Belgium S.A., a Belgian company (the “Company”) and Raymond R. Kubis (the “Executive”), dated this 30th day of June, 2007.

Background

WHEREAS, on or about January 8, 2002, the Company and Executive entered into a Managing Directorship Agreement (the “Directorship Agreement”), as subsequently amended; and

WHEREAS, in consideration for a new employment agreement with EH Europe GmbH, an affiliate of the Company, the parties have agreed to voluntarily terminate the Directorship Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, each intending to be legally bound, hereby agree as follows:

Agreement

1. Effective as of June 30, 2007, the Directorship Agreement shall terminate. Executive will continue to serve as Managing Director of the Company without remuneration other than the remuneration provided in the Swiss Agreement. The shareholders of the Company shall have the right to remove Executive as the Managing Director of the Company and from the Board of Directors at any time for any reason or no reason, without notice or indemnity to be observed or paid by the Company.

2. In consideration of the new employment agreement with EH Europe GmbH, Executive hereby releases and forever discharges Company and all of its agents, affiliates, officers, employees, attorneys, heirs, executors, administrators, predecessors, successors, assigns, and other representatives from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, in law or in equity, whether the same are known or unknown, asserted or unasserted, that Executive, his successors or assigns, ever had, now has or hereafter can, shall or may have arising out of or relating to the Directorship Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written above.

EnerSys SPRL

By: /s/ Nadine de Smet
Nadine de Smet – Director

/s/ Raymond R. Kubis
Raymond R. Kubis

TERMINATION OF DIRECTORSHIP AGREEMENT

THIS TERMINATION AGREEMENT, by and between EnerSys Delaware Inc., a Delaware corporation f/k/a EnerSys, Inc. (the “Company”) and Raymond R. Kubis (the “Executive”), effective as of the 30th day of June, 2007 (the “Effective Date”).

Background

WHEREAS, on or about January 8, 2002, the Company and Executive entered into a Directorship Agreement (as amended, the “Directorship Agreement”), and

WHEREAS, in consideration of a new employment agreement with EH Europe GmbH, an affiliate of the Company (the “Swiss Agreement”), the parties mutually have agreed to terminate the Directorship Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, each intending to be legally bound, hereby agree as follows:

Agreement

1. On the Effective Date, this Agreement shall terminate, and neither party shall have any obligations thereunder.
2. Executive shall resign from his directorship with New Pacifico Realty, Inc., a Nevada corporation, effective as of the Effective Date.
3. In consideration of the Swiss Agreement, Executive hereby releases and forever discharges Company and all of its agents, affiliates, officers, employees, attorneys, heirs, executors, administrators, predecessors, successors, assigns, and other representatives from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, in law or in equity, whether the same are known or unknown, asserted or unasserted, that Executive, his successors or assigns, ever had, now has or hereafter can, shall or may have arising out of or relating to the Directorship Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written above.

EnerSys Delaware Inc.

By: /s/ Richard W. Zuidema
Richard W. Zuidema, President

/s/ Raymond R. Kubis
Raymond R. Kubis

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13A-14(A)/15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, John D. Craig, Chief Executive Officer of EnerSys, certify that:

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

ENERSYS

By /s/ John D. Craig
John D. Craig
Chairman, President and Chief Executive Officer

Date: August 8, 2007

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13A-14(A)/15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Michael T. Phillion, Chief Financial Officer of EnerSys, certify that:

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

ENERSYS

By /s/ Michael T. Phillion
Michael T. Phillion
Executive Vice President-Finance and Chief
Financial Officer

Date: August 8, 2007

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18. U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of EnerSys on Form 10-Q for the quarterly period ended July 1, 2007 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of EnerSys.

ENERSYS

By /s/ John D. Craig
John D. Craig
Chairman, President and Chief Executive Officer

By /s/ Michael T. Philion
Michael T. Philion
Executive Vice President-Finance and Chief Financial
Officer

Date: August 8, 2007

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