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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934**

**May 1, 2008**

Date of Report (Date of earliest event reported)

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**ENERSYS**

(Exact name of registrant as specified in its charter)

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

**1-32253**  
(Commission File Number)

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

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

**19605**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 1, 2008, the Compensation Committee of the Board of Directors (the “Committee”) of EnerSys adopted the EnerSys Voluntary Deferred Compensation Plan for Executives (the “Plan”), under which participants who are among a select group of management and highly compensated employees may elect to defer receipt of all or a portion of any cash bonus payable to such participants with respect to a fiscal year. Pursuant to the Plan, which is effective April 1, 2009, each participant must make an irrevocable deferral election before the beginning of the fiscal year to which the cash bonus relates (or, in the case of “performance-based compensation,” on or before six months before the end of such fiscal year). Participants can elect to receive distributions of their accounts in the Plan, either in a lump sum or in installments, (i) upon their termination of employment, (ii) on a specified date, or (iii) upon a change in control.

A participant may elect to allocate the deferred amounts into an investment account and select among various investment options upon which the rate of return of amounts that the participant defer will be based. The participants’ investment accounts are adjusted periodically to reflect the deemed gains and losses attributable to the deferred amounts. The specific investment options will be a subset of the investment options in the EnerSys 401(k) Plan. Each participant is always 100% vested in their investment accounts.

Alternatively, participants may elect to allocate the deferred amounts to a stock unit deferral account. All amounts allocated to the stock unit account are invested in restricted stock units awarded under one of the stockholder-approved equity compensation plans. If a participant elects to allocate the deferred amounts to the stock unit account, EnerSys will make an additional matching contribution in the amount of 20% of the deferred amount. Dividend equivalent units, if any, will be credited to each stock unit account. Each participant is 100% vested with respect to the amounts deferred to the stock unit deferral account. The matching contribution will vest over three years from the last date of the fiscal year to which the amounts relate, except that participants will become 100% vested in their matching contribution upon a change in control.

The Plan is a nonqualified deferred compensation plan. The rights of all participants to any deferred amounts represents our unsecured promise to pay such deferred amounts.

The foregoing description of the Plan does not purport to be complete and is qualified in its entirety by reference to the Plan which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

Also on May 1, 2008, the Committee approved a new form of stock option agreement which provides for a three-year vesting schedule. The foregoing description of the form of stock option agreement does not purport to be complete and is qualified in its entirety by reference to the form of stock option agreement which is filed as Exhibit 10.2 hereto, and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

10.1 EnerSys Voluntary Deferred Compensation Plan for Executives (effective April 1, 2009).

10.2 Form of Stock Option Agreement (Three-Year Vesting Schedule) under either the EnerSys 2004 Equity Incentive Plan or the EnerSys 2006 Equity Incentive Plan.

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 hereunto duly authorized.

Dated: May 6, 2008

ENERSYS

By: /s/ Richard W. Zuidema  
Richard W. Zuidema, Executive  
Vice President – Administration and Secretary

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
10.1	EnerSys Voluntary Deferred Compensation Plan for Executives (effective April 1, 2009)
10.2	Form of Stock Option Agreement (Three-Year Vesting Schedule) under either the EnerSys 2004 Equity Incentive Plan or the EnerSys 2006 Equity Incentive Plan

**EnerSys**  
**Voluntary Deferred Compensation Plan for Executives**

Effective April 1, 2009

**1. DEFINITIONS**

For purposes of this Plan, unless otherwise clearly apparent from the context, the following phrases and terms shall have the indicated meanings:

**1.1 “Beneficiary”** means the person or persons designated pursuant to Section 2.2. For purposes of the preceding sentence the term “person” shall include an individual, trust, or estate. In default of a valid Beneficiary designation, a Participant’s Beneficiary shall be a Participant’s estate.

**1.2 “Board”** means the board of directors of the Company.

**1.3 “Bonus”** means any compensation relating to services performed during any Plan Year payable to a Participant as an Employee under any of the Company’s bonus or cash compensation incentive plans, provided that compensation that is paid or payable during such Plan Year shall not be deemed a Bonus under the Plan.

**1.4 “Bonus Deferrals”** means the deferrals elected by the Participant pursuant to Section 3.1 hereof.

**1.5 “Change in Control”** means an event that constitutes a Change in Control under the Long-Term Incentive Plan, provided that such event shall not constitute a Change in Control under this Plan unless such event also constitutes a change in the ownership or effective control of the Company within the meaning of Code Section 409A.

**1.6 “Code”** means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

**1.7 “Committee”** means the Compensation Committee of the Board or such other committee as may be appointed by the Board to administer this Plan. Such term also includes the full Board to the extent it takes action with respect to administrative or operational matters relating to the Plan.

**1.8 “Common Stock”** means the common stock of the Company, par value \$0.01 per share.

**1.9 “Company”** shall mean EnerSys and any successor thereto.

**1.10 “Deferral Account”** means an account established on the books of the Company for the purpose of recording amounts credited with respect to Bonus Deferrals on behalf of a Participant and any income, expenses, gains, or losses with respect thereto. There are two types of Deferral Accounts under the Plan, the Investment Fund Deferral Account and the Stock Unit Deferral Account.

**1.11 “Deferral Election”** means an irrevocable election, on a form prescribed by the Committee, by a Participant to defer receipt of a portion of such Participant’s Bonus for a specific Plan Year.

**1.12 “Dividend Equivalent Units”** means the additions to a Participant’s Stock Unit Account pursuant to Section 4.2 hereof.

**1.13 “Effective Date”** means April 1, 2009.

**1.14 “Employee”** means an individual who is a common law employee of any Employer.

**1.15 “Employer”** means the Company or any Subsidiary that the Board has selected as eligible to have certain of its management and highly compensated personnel participate in the Plan.

**1.16 “ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**1.17 “Exchange Act”** means the Securities Exchange Act of 1934, as amended.

**1.18 “Investment Funds”** means the investment alternatives the Committee establishes from time to time for tracking the investment returns to be credited to Participants’ Investment Fund Deferral Accounts.

**1.19 “Investment Fund Deferral Account”** means the Deferral Account that is maintained with respect to the portion of a Participant’s Bonus Deferrals that such reflects the tracking of the investment returns based on the Participant’s allocation of investments in the Investment Funds, and any hypothetical expenses and earnings or losses with respect thereto.

**1.20 “Long-Term Incentive Plan”** means the EnerSys 2004 or 2006 Equity Incentive Plan, as applicable. Such term shall also mean any other successor or comparable plan or program as designated by the Committee and approved by the Board from time to time.

**1.21 “Matching Amount”** means, with respect to the amount of a Stock Unit Deferral for a Plan Year by a Participant, the amount contributed to a Participant’s Stock Unit Deferral Account pursuant to Section 4.1

**1.22 “Participant”** means an individual who (i) has properly and timely completed such Participant’s elections pursuant to Section 2.2 and (ii) is an Employee or, if not, has a balance standing to his or her credit in one or more Deferral Accounts with respect to Plan Years in which such individual was an Employee. Such term also includes a deceased Participant’s Beneficiary, who is entitled to a Plan benefit, until such benefit is paid.

**1.23 “Plan”** means this EnerSys Voluntary Deferred Compensation Plan.

**1.24 “Plan Year”** means the Company’s 12-month fiscal year or such other 12-month period as the Committee may designate from time to time.

1.25 “**Stock Unit Deferral**” means that portion of a Participant’s Bonus Deferral that such Participant has elected to allocate in Stock Units

1.26 “**Stock Unit Deferral Account**” means an account established on a Participant’s behalf with respect to such Participant’s Stock Unit Deferral, the Matching Amount, and any earnings or losses with respect thereto.

1.27 “**Stock Units**” means Stock Units (as defined in the Long-Term Incentive Plan) awarded to a Participant pursuant to the terms of the Long-Term Incentive Plan.

1.28 “**Subsidiary**” means a subsidiary corporation, as defined in Code Section 424(f), that is a subsidiary of the Company.

1.29 “**Termination**” means a Participant’s termination of employment with an Employer.

1.30 “**Valuation Date**” means any day that the New York Stock Exchange or any successor to its business is open for trading.

## 2. ELIGIBILITY AND PARTICIPATION

**2.1 Eligibility for Participation:** Participation in the Plan is limited to those individuals that the Committee selects. To be eligible to make Bonus Deferrals for a Plan Year the individual must be in a select group of management and highly compensated Employees, as determined in its sole discretion. From that group, the Committee shall select, in its sole discretion, the Employees who shall be eligible to make Bonus Deferrals for such Plan Year. The Company’s Chief Executive Officer shall at all times be deemed eligible to make Bonus Deferrals in accordance with the terms of the Plan.

**2.2 Commencement of Participation:** Each Participant shall be provided an opportunity to irrevocably designate, prior to each Plan Year (or, in the Participant’s first year of eligibility, within 30 days following the date the Participant became eligible), his or her elections pursuant to Article 3. Such Participant must make such designation in the manner authorized by the Committee and must be accompanied by, as applicable:

(a) an irrevocable authorization to defer receipt of a percentage of a Bonus with respect to a Plan Year as a Bonus Deferral as elected under Section 3.1;

(b) an irrevocable election to allocate such Bonus Deferral to an Investment Fund Deferral Account or to a Stock Unit Deferral Account;

(c) a designation of a Beneficiary; and

(d) a designation as to the form and timing of the distribution of the Participant’s vested Deferral Accounts for such Plan Year as provided under Sections 6.1 and 6.2.

**2.3 Cessation of Participation:** A Participant shall cease to be an active Participant on the earliest of:

(a) the date that the Plan terminates,

- (b) the date that the Participant ceases to be eligible to participate in the Plan under Section 2.1, or
- (c) the date that the Participant receives a complete distribution of his Deferral Accounts.

A former active Participant shall be deemed a Participant for all purposes except with respect to the right to make deferrals, as long as he or she maintains a Deferral Account.

### 3. DEFERRAL OF COMPENSATION

**3.1 Bonus Deferrals:** Each Participant eligible to make Bonus Deferrals may authorize the Company, in the manner described in Section 2.2, to defer a percentage of his or her Bonus that would otherwise be payable for services performed in a Plan Year. Such Bonus Deferrals shall be a stated percentage of the Participant's Bonus for such period, up to 100 percent as designated by the Participant. A Participant must make an election with respect to a Bonus earned in a Plan Year prior to the commencement of such Plan Year, provided that a Participant may make an election with respect to a Bonus that is "performance-based compensation" (as defined in Treas. Reg. § 1.409A-1(e)) on or before the date that is six months from the end of such Plan Year (or the date such compensation has become "readily ascertainable" (as defined in Treas. Reg. § 1.409A-2(a)(8)), if earlier. A Participant must make a new election to defer a Bonus for each subsequent Plan Year.

**3.2 Vesting:** Each Participant shall always be 100% vested in each of such Participant's Bonus Deferrals in such Participant's Deferral Accounts, provided, however, that a Participant shall vest in the Matching Amount with respect such Participant's Stock Unit Deferrals three years from the last day of the Plan Year in which the Participant earned the Bonus to which such Stock Unit Deferrals relate. Notwithstanding the foregoing, upon a Change in Control, all Matching Amounts shall become 100% vested.

### 4. EMPLOYER CONTRIBUTIONS

**4.1 Matching Amount:** On the same day that a Bonus is credited to a Participant's Stock Unit Deferral Account as a Stock Unit Deferral on behalf of such Participant, the Company shall contribute on behalf of such Participant, with respect to such Stock Unit Deferral, a Matching Amount. The Matching Amount shall be an amount equal to 20% of such Participant's Stock Unit Deferral amount. The Matching Amount shall be made in the form of Stock Units.

**4.2 Dividend Equivalent Units:** Whenever cash dividends are declared on the Common Stock, on the date such dividend is paid the Company shall credit each Participant's Stock Unit Deferral Account with a number of Dividend Equivalent Units equal to the result of dividing (i) the product of (x) the total number of Stock Units and Dividend Equivalent Units credited to such Participant's Stock Unit Deferral Account on the record date for such cash dividend and (y) the per share amount of such cash dividend by (ii) the Fair Market Value (as defined in the Long-Term Incentive Plan) of one share of Common Stock on the date such cash dividend is paid by the Company to the holders of Common Stock.



## 5. INVESTMENT OF DEFERRALS

**5.1 Establishment of Accounts:** The Company shall establish the following Deferral Accounts for each Participant (but only to the extent the Participant has amounts to be allocated to such Deferral Account):

- (a) an Investment Fund Deferral Account and
- (b) a Stock Unit Deferral Account

Each Participant shall receive periodic statements (no less frequently than annually) reflecting the balances in his or her Accounts.

**5.2 Obligation of the Company:** Individual benefits under the Plan are payable as they become due solely from the general assets of the Company. To the extent a Participant, or any person, acquires a right to receive payments under this Plan, such right shall be no greater than the right of any general creditor of the Company. Neither this Plan, nor any action taken pursuant to the terms of this Plan, shall be considered to create a fiduciary relationship between the Company and the Participant, or any other persons, or to require the establishment of a trust of which the assets are beyond the claims of any general creditor of the Company.

**5.3 Establishment of Investment Funds:** The Committee will establish multiple deemed Investment Funds that the Committee will cause to be maintained for determining the investment return to be credited to each Participant's Investment Fund Deferral Account. The Committee may change the number, identity, or composition of the Investment Funds from time to time. Each Participant will indicate the Investment Funds for allocation of the amounts credited to his or her Investment Fund Deferral Account. Each Participant's Investment Fund Deferral Account will be increased or decreased by the net amount of investment earnings or losses that it would have achieved had it actually been invested in the deemed investments. The Company is not required to purchase or hold any of the deemed Investment Funds. Investment Fund elections must be made in a minimum of 1% increments and in such other manner as the Committee will specify. A Participant may change his or her Investment Fund election periodically in the manner provided by the Committee. Any such change shall become effective as soon as administratively practicable following the date the Committee receives notice of such change in the form prescribed by the Committee.

**5.4 Crediting Investment Results:** No less frequently than as of each Valuation Date, each Participant's Investment Fund Deferral Account will be increased or decreased to reflect investment results and any expenses with respect thereto. Each Participant's Investment Fund Deferral Account will be credited with the investment return of the Investment Funds in which the Participant elected to be deemed to participate. The credited investment return is intended to reflect the actual performance of the Investment Funds net of any applicable investment management fees or administrative expenses determined by the Committee. Notwithstanding the above, the amount of any payment of Plan benefits pursuant to Article 5 or upon Plan termination shall be determined as of the Valuation Date preceding the date of payment.

**5.5 Stock Unit Deferral Account:** All amounts that a Participant elects to defer to a Stock Unit Deferral Account shall be invested in Stock Units.

## **6. PAYMENT AND AMOUNT OF BENEFITS**

### **6.1 Form of Distribution:**

(a) Each Participant shall elect the form and timing of the distribution with respect to each of his or her Deferral Accounts in the manner authorized by the Committee, provided that a Participant may elect to receive distributions from his or her Deferral Accounts in a lump sum or in up to 10 annual installments.

(b) If the Participant elects an annual installment distribution, the amount of each installment shall be determined by multiplying the Participant's remaining Account balance by a fraction, the numerator of which is one and the denominator of which is the number of years remaining in the installment period.

(c) Distributions of a Participant's Stock Unit Deferral Account shall be made in the form of Common Stock with one share of Common Stock payable for each Stock Unit and each Dividend Equivalent Unit credited to such Participant's Stock Unit Deferral Account.

**6.2 Time of Distribution:** Each Participant shall elect the timing of the distribution with respect to his or her Deferral Account in the manner that the Committee may authorize. A Participant shall make a separate election as to the timing of payment with respect to each Deferral Accounts specified in Section 6.1 above. The Participant's election(s) shall indicate that payment shall be made (in the case of a lump sum election) or shall commence (in the case of an annual installment election):

(a) as soon as administratively practicable following the Participant's Termination; provided, however, if the Participant is a specified employee (as defined in Code Section 409A and the guidance promulgated thereunder) and the Common Stock is publicly traded on an established securities market, distributions shall not commence before the date which is six months following the date of Termination (or, if earlier, the death of the Participant);

(b) in a specific month and year, but, with respect to the distribution of a Stock Unit Deferral Account, in no event earlier than three years from the end of the Plan Year to which the amounts deferred into such Stock Unit Deferral Account relate. If a Participant elects his or her distribution to be made or commenced in accordance with this paragraph (b), and such date falls before the Participant's Termination, the distribution shall be delayed until as soon as practicable following the Participant's Termination; or

(c) as soon as practicable following a Change in Control.

**6.3 Change in Form or Time of Distribution:** A Participant may change his or her form and timing election applicable to the distribution of a Deferral Account provided that such request for change is made (i) at least 12 consecutive months prior to the date that such distribution would otherwise have been made or commenced and (ii) the first payment with respect to such new election is deferred for a period of not less than five years beyond the date such distribution would otherwise have been made.

**6.4 Distribution after Death:** If a Participant dies prior to receiving the entire amounts credited to his or her Deferral Accounts, the remaining amounts shall be paid to the Participant's Beneficiary at the time and in the form as previously elected by the Participant (i.e., there are no special distribution elections for distribution upon death). In the case of an election for amounts to be paid as of the Participant's Termination, the Participant's death shall be considered a Termination.

**6.5 De Minimis Distributions:** Notwithstanding the provisions of Sections 6.1, 6.2, 6.3, and 6.4, if, as of the Participant's Termination or death and prior to the commencement of installment payments, the value of amounts in all of the Participant's Deferral Accounts (determined as of the Valuation Date immediately preceding such date) is less than \$10,000, the entire balance in the Participant's Deferral Accounts shall be distributed as soon as practicable and in accordance with Code Section 409A and the guidance promulgated thereunder to the Participant (or if the Participant is deceased, the Participant's Beneficiary) as a lump sum payment.

## **7. FINANCING**

In the event that, in its discretion, the Company purchases an asset(s) or insurance policy or policies insuring the life of the Employee to allow the Company to recover the cost of providing benefits, in whole or in part hereunder, neither the Employee, Beneficiary, nor any other beneficiary shall have any rights whatsoever therein in such assets or in the proceeds therefrom. The Company shall be the sole owner and beneficiary of any such assets or insurance policy and shall possess and may exercise all incidents of ownership therein. No Participant shall have any right or interest in any such policy or the proceeds thereof or in any other specific fund or asset of the Company because of the Plan. The Company's obligation to make payments under the Plan shall be contractual only and all payments hereunder shall be made from its general assets at the time and in the manner provided for in the Plan. The rights of Participants to benefit payments hereunder shall be no greater than those of a general creditor.

## **8. ADMINISTRATION**

**8.1 Administration:** Responsibility for establishing the requirements for participation and for administration of the Plan shall be vested in the Committee, which shall have the full and exclusive discretionary authority to interpret the Plan, to determine all benefits and to resolve all questions arising from the administration, interpretation, and application of their provisions, either by general rules or by particular decisions, including determinations as to whether a claimant is eligible for benefits, the amount, form and timing of benefits, and any other matter (including any question of fact) raised by a claimant or identified by the Committee. The Committee may delegate administrative tasks as necessary to persons who are not Committee members. All decisions of the Committee shall be conclusive and binding upon all affected persons.

**8.2 Plan Expenses:** The Company shall bear all expenses of administering the Plan. No employee shall receive any remuneration for service in such capacity but the Company shall reimburse the Committee or its members for any amounts paid or incurred in connection with administering the Plan.

**8.3 Liability:** The Company shall indemnify and hold harmless the members of the Committee against any and all claims, loss, damage, expense, or liability arising from any action or failure to act with respect to this Plan, except in the case of gross negligence or willful misconduct.

## **9. AMENDMENT OR TERMINATION**

**9.1 Plan Amendment:** The Plan may be amended or otherwise modified by the Committee, in whole or in part, provided that no amendment or modification shall divest any Participant of any vested amount previously credited to such Participant's Deferral Account under Article 3 and 4 or of the amount and method of crediting earnings to such Deferral Account under Article 5 of the Plan as of the date of such amendment.

**9.2 Termination of the Plan:** The Committee reserves the right to terminate the Plan at any time in whole or in part. In the event of any such termination, the Company shall pay benefits in the form and at the time elected by the Participant pursuant to Article 6 of the Plan. Earnings or losses with respect thereto shall continue to be allocated under Article 5 after the termination of the Plan until the Participant's benefits have been paid in full.

## **10. CLAIMS PROCEDURE**

**10.1 Claim:** Any person claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present the request in writing to the Committee, which shall respond in writing as soon as practicable.

**10.2 Denial of Claim:** If the claim or request is denied, the written notice of denial shall state:

- (a) the reasons for denial, with specific reference to the Plan provisions on which the Committee based the denial;
- (b) a description of any additional material or information required and an explanation of why it is necessary; and
- (c) an explanation of the Plan's claim review procedure.

**10.3 Review of Claim:** Any person whose claim or request is denied or who has not received a response within 30 days may request review by notice given in writing to the Committee. The Committee shall review the claim or request and the Committee may, but shall not be required to, grant the claimant a hearing. On review, the claimant may have representation, examine pertinent documents, and submit issues and comments in writing.

**10.4 Final Decision:** The Committee shall normally make its review decision within 60 days. If the Committee requires an extension of time for a hearing or other special circumstances, the Committee shall notify the claimant and the time limit shall be 120 days. The decision shall be in writing and shall state the reasons and the relevant Plan provisions. All decisions on review shall be final and bind all parties concerned.

**10.5 Attorney's Fees and Expenses:** In the event a Participant's claim for benefits under this Plan is denied and the Participant successfully appeals the denial of such claim under the foregoing procedures, the Company shall pay or reimburse the reasonable legal fees and expenses directly incurred by the Participant in connection with his or her appeal subject to a maximum payment or reimbursement of one-third of the balance of the Participant's Deferral Accounts. Any such legal fees and expenses shall be paid to, or on behalf of, the Participant no later than 30 days following the Participant's written request for the payment of such legal fees and expenses, provided the Participant supplies the Committee with evidence of the fees and expenses incurred by the Participant that the Committee, in its sole discretion, determines is sufficient.

**10.6 Interest on Delayed Payments:** In the event a Participant's claim for benefits under this Plan is denied and the Participant successfully appeals the denial of such claim under the foregoing procedures, the Company shall pay to the Participant interest on the portion of the Participant's benefits that were not otherwise paid when due because of the initial denial of the claim. For purposes of the preceding sentence, interest shall accrue at an annual rate equal to the prime rate as quoted in the Wall Street Journal as of the date the benefits would otherwise have been paid if the claim had not initially been denied, plus five percent, and shall be adjusted as necessary to reflect any partial payment or payments of the amounts owed to the Participant.

## **11. MISCELLANEOUS**

**11.1 Non-Alienation of Benefits:** No amount payable under the Plan shall be subject to assignment, transfer, sale, pledge, encumbrance, alienation, or charge by a Participant or the Beneficiary of a Participant except as may be required by law.

**11.2 Limitation of Rights:** Neither the establishment of this Plan, nor any modification thereof, nor the creation of a Deferral Account, nor the payment of any benefits shall be construed as giving:

(a) any Participant, Beneficiary, or any other person, any legal or equitable right against the Company unless such right shall be specifically provided for in the Plan or conferred by affirmative action of the Committee in accordance with the terms and provisions of the Plan; or

(b) any Participant or any other person, the right to be retained in the service of the Company, and all Participants and other employees shall remain subject to termination to the same extent as if the Plan had never been adopted.

**11.3 Participant's Rights Unsecured:** The right of any Participant or Beneficiary to receive payment under the provisions of the Plan shall be as an unsecured claim against the Company, as the case may be, and no provisions contained in the Plan shall be construed to give

any Participant or Beneficiary at any time a security interest in the Participant's Deferral Accounts or any asset of the Company. The liabilities of the Company to any Participant or Beneficiary pursuant to the Plan shall be those of a debtor pursuant to such contractual obligations as are created by the Plan. Amounts, if any, which may be set aside by the Company for accounting purposes shall not in any way be held in trust for, or be subject to the claims of, a Participant or Beneficiary.

**11.4 Incapacity:** In the event that the Committee shall find that a Participant or other person entitled to benefits hereunder is unable to care for his or her affairs because of illness or accident, the Committee may direct that any benefit payment due him or her, unless claim shall have been made therefor by a duly appointed legal representative, be paid to the Participant's spouse, child, parent or other blood relative, or to a person with whom he or she resides, and any such payment so made shall be a complete discharge of the liabilities of the Company and the Plan therefor.

**11.5 Withholding:** There shall be deducted from all payments under this Plan the amount of any taxes required to be withheld by any Federal, state, or local government. The Participants and their Beneficiaries, distributees, and personal representatives will bear any and all Federal, foreign, state, local, or other income or other taxes imposed on amounts paid under this Plan.

**11.6 Severability:** Should any provision of the Plan or any regulations adopted thereunder be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions or regulations unless such invalidity shall render impossible or impractical the functioning of the Plan and, in such case, the appropriate parties shall adopt a new provision or regulation to take the place of the one held illegal or invalid.

**11.7 Adjustments:** In the event of a stock split, stock dividend, recapitalization, or other event described in Section 16 of the Long-Term Incentive Plan, the provisions of such Section 16 shall apply to any Stock Units and any Dividend Equivalent Units credited to a Participant's Stock Unit Deferral Account, provided that any such adjustment shall be consistent with the requirements of Code Section 409A and the guidance promulgated thereunder.

**11.8 No Rights:** Neither the Participant nor any other person shall have any rights as a stockholder of the Company with respect to any Stock Units or Dividend Equivalent Units credited to such Participant's Stock Unit Deferral Account until shares of Common Stock are issued to such Participant or such Participant's Beneficiary in satisfaction thereof.

**11.9 Controlling Law:** The Plan shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent preempted by ERISA and any other law of the United States.

**FORM OF STOCK OPTION AGREEMENT**  
**2004/2006 EQUITY INCENTIVE PLAN**

**STOCK OPTION AGREEMENT** (this "Agreement") is dated as of \_\_\_\_\_, \_\_\_\_\_, between ENERSYS, a Delaware corporation (the "Company"), and the individual identified on the signature page hereof (the "Participant").

**BACKGROUND**

A. The Participant is currently an employee of the Company or one of its Subsidiaries.

B. The Company desires to (i) provide the Participant with an incentive to remain in the employ of the Company or one of its Subsidiaries, and (ii) increase the Participant's interest in the success of the Company by granting to the Participant nonqualified stock options (the "Options") to purchase shares of the Company's common stock, par value \$0.01 per share (the "Common Stock").

C. The grant of the Options is (i) pursuant to the EnerSys [2004/2006] Equity Incentive Plan (the "Plan"), (ii) subject to the terms and conditions of this Agreement, and (iii) not employment compensation nor an employment right and is at the sole discretion of the Company's Compensation Committee.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions; Incorporation of Plan Terms. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan. This Agreement and the Options shall be subject to the Plan. The terms of which are hereby incorporated herein by reference. If there is conflict or inconsistency between the Plan and this Agreement, the Plan shall govern. The Participant hereby acknowledges receipt of a copy of the Plan.

2. Restrictions on Transfer. Except as otherwise expressly provided in the Plan, none of the Options may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of (or made the subject of a derivative transaction) to or with any third party otherwise than by will or the laws of descent and distribution and the Options shall be exercisable during the Participant's lifetime only by the Participant.

3. Grant of Options. The Participant is awarded the number of Options specified on the signature page hereof, at the Option Price indicated thereon. The Options are not intended to qualify as incentive stock options under Section 422 of the Code. Each Option shall entitle the Participant to purchase, upon payment of the applicable Option Price in any manner provided by the Plan, one share of Common Stock. The shares of Common Stock issuable upon exercise of the Options are from time to time referred to herein as the "Option Shares." For purposes of the Plan and this Agreement, the Date of Grant shall be as indicated on the signature page hereof. The Options shall be exercisable as provided in this Agreement.

4. Terms and Conditions of Options. The Options evidenced by this Agreement are subject to the following terms and conditions:

(a) Vesting. The Options shall vest and become exercisable as follows: 1/3 of the Options shall vest and become exercisable on each of the first three anniversaries of the Date of Grant unless previously vested or forfeited in accordance with the Plan or this Agreement; provided, however, that upon a Change in Control, or if the Participant's employment terminates due to death, Permanent Disability, or Retirement or the Participant terminates employment for Good Reason or the Participant is terminated without Cause, the Options, to the extent then unvested, shall immediately become vested and exercisable. Notwithstanding the foregoing sentence, upon a Participant's termination of employment for any reason, the Compensation Committee, in its sole discretion and subject to the approval of a majority of the disinterested members of the Board of Directors, may waive any requirement for vesting then remaining and permit, for a specified period of time, the exercise of the Options prior to the satisfaction of such requirement. Any fractional Options that would result from application of this Section 4(a) shall be aggregated and shall vest on the first anniversary of the Date of Grant.

(b) Option Period. The Options shall expire (to the extent not previously exercised or forfeited) on, and shall not be exercisable following, the tenth anniversary of the Date of Grant. In addition, all Options shall be subject to earlier expiration as provided herein or in the Plan. Upon termination of the Participant's employment with the Company or a Subsidiary for any reason (other than termination for Cause or as a result of resignation without good reason), the Participant may exercise the Options, to the extent then vested, at any time until the earlier of (i) the 60th day following termination of employment and (ii) the expiration date of the option specified in this Section 4(b); provided, however, that if the Participant's employment is terminated for Cause or the Participant resigns without Good Reason, all of the Participant's Options (whether or not vested at the time of termination) shall, without any action on the part of any Person, immediately expire and be canceled without payment therefor. Except as provided in the second sentence of Section 4(a) hereof or in the case of automatic vesting in connection with such termination event, upon termination of the Participant's employment with the Company or a Subsidiary for any reason, all Options which have not theretofore vested shall, without any action on the part of any Person, immediately expire and be canceled without any payment therefor.



(c) Notice of Exercise. Subject to Sections 4(d), 4(f), and 8(b) hereof, the Participant may exercise any or all of the Options (to the extent vested and not forfeited) by giving written notice to the Compensation Committee. The date of exercise of an Option shall be the later of (i) the date on which the Compensation Committee receives such written notice or (ii) the date on which the conditions provided in Sections 4(d), 4(f), and 8(b) hereof are satisfied.

(d) Payment. At the time of any exercise, the Participant shall pay to the Company the Option Price of the shares as to which this Option is being exercised by delivery of consideration equal to the product of the Option Price and the number of shares purchased, together with any amounts required to be withheld for tax purposes under Section 17(c) of the Plan. Such consideration must be paid before the Company will issue the shares being purchased and must be in a form or a combination of forms acceptable to the Compensation Committee for that purchase, which forms may (but are not required to) include (i) cash; (ii) check or wire transfer; (iii) tendering (either actually or by attestation) shares of Common Stock already owned by the Participant, provided that the shares have been held for the minimum period required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes or were not acquired from the Company as compensation; (iv) to the extent permitted by applicable law, Cashless Exercise; or (v) such other consideration as the Compensation Committee may permit in its sole discretion; provided, however, that any Participant may, at any time, exercise any Vested Option (or portion thereof) owned by him pursuant to a Cashless Exercise without any prior approval or consent of the Compensation Committee.

(e) Stockholder Rights. The Participant shall have no rights as a stockholder with respect to any shares of Common Stock issuable upon exercise of the Options until the Participant has made payment pursuant to Section 4(d) and a certificate or certificates evidencing such shares shall have been issued to the Participant, and no adjustment shall be made for dividends or distributions or other rights in respect of any share for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

(f) Limitation on Exercise. The Options shall not be exercisable unless the offer and sale of the shares of Common Stock subject thereto have been registered under the 1933 Act and qualified under applicable state "blue sky" laws, or the Company has determined that an exemption from registration under the 1933 Act and from qualification under such state "blue sky" laws is available. The Company may require, as a condition to exercise of an Option, that the Participant make certain representations and warranties as to the Participant's investment intent with respect to the Option Shares.

(g) Delivery of Certificate. As soon as practicable following the exercise of any Options, a certificate evidencing the appropriate number of shares of Common Stock issued in connection with such exercise shall be issued in the name of the Participant.

(h) Dividends and Distributions. Any shares of Common Stock or other securities of the Company received by the Participant as a result of a stock dividend or other distribution in respect of Option Shares shall be subject to the same restrictions as such Option Shares, and all references to Option Shares hereunder shall be deemed to include such shares of Common Stock or other securities.

(i) Special Exercise Provisions. Notwithstanding anything to the contrary in the Plan or in this Agreement, if the Participant is employed or resides in China or Italy, then the Participant shall only exercise the Options granted hereunder using the "Cashless Exercise" method as defined in the Plan and shall not have the right to use any other method otherwise permitted under this Agreement.

5. Noncompetition. The Participant agrees with the Company that, for so long as the Participant is employed by the Company or any of its Subsidiaries and continuing for 12 months (or such longer period as may be provided in an employment or similar agreement between the Participant and the Company or one of its Subsidiaries) following a termination of such employment that occurs after any of the Options have vested (whether or not such Options have been exercised), the Participant will not, without the prior written consent of the Company, directly or indirectly, and whether as principal or investor or as an employee, officer, director, manager, partner, consultant, agent, or otherwise, alone or in association with any other person, firm, corporation, or other business organization, become involved in a Competing Business in any geographic area in which the Company or any of its Subsidiaries has engaged during such period in a Competing Business, or in which the Participant has knowledge of the Company's plans to engage in a Competing Business (including, without limitation, any area in which any customer of the Company or any of its Subsidiaries may be located); provided, however, that the provisions of this Section 5 shall apply solely to those activities of a Competing Business, with which the Participant was personally involved or for which the Participant was responsible while employed by the Company or its Subsidiaries during the twelve (12) month period preceding termination of the Participant's employment.

6. Wrongful Solicitation. As a separate and independent covenant, the Participant agrees with the Company that, for so long as the Participant is employed by the Company or any of its Subsidiaries and continuing for 12 months (or such longer period as may be provided in an employment or similar agreement between the Participant and the Company or one of its Subsidiaries) following a termination of such employment that occurs after any of the Options have vested (whether or not such Options have been exercised), the Participant will not engage in any Wrongful Solicitation.

7. Confidentiality; Specific Performance.

(a) The Participant agrees with the Company that the Participant will not at any time, except in performance of the Participant's obligations to the Company hereunder or with the prior written consent of the Company, directly or indirectly, reveal to any person, entity, or other organization (other than the Company, or its employees,

officers, directors, stockholders, or agents) or use for the Participant's own benefit any information deemed to be confidential by the Company or any of its Affiliates ("Confidential Information") relating to the assets, liabilities, employees, goodwill, business, or affairs of the Company or any of its Affiliates, including, without limitation, any information concerning past, present, or prospective customers, manufacturing processes, marketing, operating, or financial data, or other confidential information used by, or useful to, the Company or any of its Affiliates and known (whether or not known with the knowledge and permission of the Company or any of its Affiliates and whether or not at any time prior to the Date of Grant developed, devised, or otherwise created in whole or in part by the efforts of the Participant) to the Participant by reason of the Participant's employment with, equity holdings in, or other association with the Company or any of its Affiliates. The Participant further agrees that the Participant will retain all copies and extracts of any written Confidential Information acquired or developed by the Participant during any such employment, equity holding, or association in trust for the sole benefit of the Company, its Affiliates, and their successors and assigns. The Participant further agrees that the Participant will not, without the prior written consent of the Company, remove or take from the Company's or any of its Affiliate's premises (or if previously removed or taken, the Participant will promptly return) any written Confidential Information or any copies or extracts thereof. Upon the request and at the expense of the Company, the Participant shall promptly make all disclosures, execute all instruments and papers, and perform all acts reasonably necessary to vest and confirm in the Company and its Affiliates, fully and completely, all rights created or contemplated by this Section 7. The term "Confidential Information" shall not include information that is or becomes generally available to the public other than as a result of a disclosure by, or at the direction of, the Participant.

(b) The Participant agrees that upon termination of the Participant's employment with the Company or any Subsidiary for any reason, the Participant will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way evidencing (in whole or in part) Confidential Information relating to the business of the Company and its Subsidiaries and Affiliates. The Participant further agrees that the Participant will not retain or use for the Participant's account at any time any trade names, trademark, or other proprietary business designation used or owned in connection with the business of the Company or its Subsidiaries or Affiliates.

(c) The Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of this Section 7, or Section 5 or 6 above, would be inadequate and, in recognition of this fact, the Participant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available.

## 8. Miscellaneous.

(a) No Rights to Grants or Continued Employment. The Participant acknowledges that the Award granted under this Agreement is not employment compensation nor is it an employment right, and is being granted at the sole discretion of the Company's Compensation Committee. The Participant shall not have any claim or right to receive grants of Awards under the Plan. Neither the Plan or this Agreement, nor any action taken or omitted to be taken hereunder or thereunder, shall be deemed to create or confer on the Participant any right to be retained as an employee of the Company or any Subsidiary or other Affiliate thereof, or to interfere with or to limit in any way the right of the Company or any Affiliate or Subsidiary thereof to terminate the employment of the Participant at any time.

(b) Tax Withholding. *This Section 8(b) applies only to (i) all Participants who are U.S. employees, and (ii) to those Participants who are employed by a Subsidiary of the Company that is obligated under applicable local law to withhold taxes with respect to the vesting or exercise of the Options.* The Company or a designated Subsidiary of the Company shall have the right, prior to the delivery of any certificates evidencing shares of Common Stock to be issued pursuant to this Agreement, to require the Participant to remit to the Company or such Subsidiary any amount sufficient to satisfy any applicable (federal, foreign, state, or local) tax withholding requirements. Prior to the Company's or the designated Subsidiary's determination of such withholding liability, the Participant may make an irrevocable election to satisfy, in whole or in part, such obligation to remit taxes by directing the Company or such Subsidiary to withhold shares of Common Stock that would otherwise be received by the Participant. Such election may be denied by the Compensation Committee in its discretion, or may be made subject to certain conditions specified by the Compensation Committee. The Company or its designated Subsidiary shall also have the right to deduct from all cash payments made pursuant to or in connection with any Award any applicable federal, foreign, state, or local taxes required to be withheld with respect to such payments.

(c) No Restriction on Right of Company to Effect Corporate Changes. Neither the Plan nor this Agreement shall affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred, or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the assets or business of the Company, or any other corporate act or proceeding, whether of a similar character or otherwise.

9. Survival; Assignment

(a) All agreements, representations, and warranties made herein and in the certificates delivered pursuant hereto shall survive the issuance to the Participant of the Options and any Option Shares and shall continue in full force and effect.

(b) The Company shall have the right to assign any of its rights and to delegate any of its duties under this Agreement to any of its Affiliates.

10. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or sent by certified or registered mail, return receipt requested, postage prepaid, addressed, if to the Participant, to the Participant's attention at the mailing address set forth at the foot of this Agreement (or to such other address as the Participant shall have specified to the Company in writing) and, if to the Company, to the Company's office at 2366 Bernville Road, Reading Pennsylvania, Attention: General Counsel (or to such other address as the Company shall have specified to the Participant in writing). All such notices shall be conclusively deemed to be received and shall be effective, if sent by hand delivery, upon receipt, or if sent by registered or certified mail, on the fifth day after the day on which such notice is mailed.

11. Waiver. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

12. Entire Agreement; Governing Law; Language. This Agreement and the Plan and the other related agreements expressly referred to herein set forth the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of this Agreement. This Agreement has been prepared in English and in one or more other languages. If there is a discrepancy between or among any of these versions, the English version shall prevail. Unless otherwise restricted by applicable law, this Agreement may be executed electronically. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, USA.

**THIS AGREEMENT SHALL BE NULL AND VOID AND UNENFORCEABLE BY THE PARTICIPANT UNLESS SIGNED AND DELIVERED TO THE COMPANY NOT LATER THAN THIRTY (30) DAYS SUBSEQUENT TO THE DATE OF GRANT SET FORTH BELOW.**

**BY SIGNING THIS AGREEMENT, THE PARTICIPANT IS HEREBY CONSENTING TO THE PROCESSING AND TRANSFER OF THE PARTICIPANT'S PERSONAL DATA BY THE COMPANY TO THE EXTENT NECESSARY TO ADMINISTER AND PROCESS THE AWARDS GRANTED UNDER THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be executed by its duly authorized officer and the Participant has executed this Agreement, both as of the day and year first above written.

**ENERSYS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTICIPANT**

\_\_\_\_\_  
Name:  
Address:

Date Of Grant: \_\_\_\_\_

Number of Options: \_\_\_\_\_ Option Price: \$ \_\_\_\_\_