

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

---

**Form 8-K**

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

**Date of Report (Date of earliest event reported): August 2, 2013**

---

**EnerSys**

(Exact name of registrant as specified in its charter)

---

**Commission File Number: 1-32253**

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

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

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

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

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

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

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

### Item 1.01. Entry into a Material Definitive Agreement

On August 2, 2013, EnerSys amended and extended the maturity of its credit facility with a syndicate of bank lenders, including Bank of America, N.A. (“BofA”), as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers. The amended credit facility is comprised of a five-year, two month \$350 million senior secured revolving credit facility (together with all other amendments to date, the “Credit Facility”). The Credit Facility may be increased by an aggregate amount of \$300 million in revolving commitments and/or one or more new tranches of term loans, under certain conditions. The amendment extended the maturity from March 2016 to September 2018. In addition, the company gained increased flexibility for acquisitions, joint ventures, stock repurchases and dividends.

There were no changes to the interest rates or the available amounts under the Credit Facility. EnerSys had no outstanding borrowings under the Credit Facility on the amendment date.

Loans under the Credit Facility will continue to bear interest, at EnerSys’ option, at a rate per annum equal to either (i) the London Interbank Offering Rate (“LIBOR”) plus 1.25% and between 1.25% and 1.75% (based on EnerSys’ consolidated net leverage ratio) thereafter or (ii) the Base Rate (which is the highest of (a) the BofA prime rate, and (b) the Federal Funds Effective Rate plus 0.25% and between 0.25% and 0.75% (based on EnerSys’ consolidated net leverage ratio)), thereafter. A commitment fee based on EnerSys’ consolidated net leverage ratio is payable on the unused portion of the Credit Facility quarterly, in arrears, and on the date of termination or expiration of the commitments.

EnerSys’ obligations under the Credit Facility continue to be guaranteed on a senior secured basis by all of its material domestic subsidiaries. The obligations under the Credit Facility are also secured by a first priority lien on substantially all of the assets of EnerSys and its material domestic subsidiaries, including 100% of the stock of domestic subsidiaries and 65% of the stock of certain foreign subsidiaries.

The Credit Facility includes financial covenants that require EnerSys to maintain a maximum net leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants that, among other things, place limits on the ability of EnerSys and its subsidiaries to incur debt, grant liens, dispose of assets, carry out mergers and acquisitions, make investments and pay dividends or make other distributions to stockholders.

From time to time, some of the lenders and their affiliates have provided, and may in the future provide, investment banking and commercial banking services and general financing and other services to EnerSys and its subsidiaries for which they have in the past received, and may in the future receive, customary fees. Certain lenders and their affiliates provide other loan, credit and banking services including cash investments and commodity and currency hedging programs, all on commercial terms. Those lenders or lender affiliates which provide commodity and hedging programs enjoy a secured position for these obligations in the collateral provided under the Credit Facility.

In the event EnerSys is not in compliance with a specified liquidity threshold on February 28, 2015, a mandatory commitment reduction of the Credit Facility will be required.

A copy of the amendment to the Credit Facility is attached hereto as Exhibit 10.2, and is incorporated herein by reference. The description of the amendment to the Credit Facility is a summary only and investors should refer to the Credit Agreement, together with this amendment, for full terms.

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

The disclosure required by this Item 2.03 is included in Item 1.01 and is incorporated herein by reference.

**Item 8.01. Other Events**

On August 6, 2013, EnerSys issued a press release announcing the entry into an amendment to the Credit Facility as described above in Item 1.01. A copy of the press release is attached hereto as Exhibit 99.1, and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) *Exhibits.*

10.1 Credit Agreement, dated as of March 29, 2011, among EnerSys, Bank of America, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers and the various lending institutions party thereto (incorporated by reference to Exhibit 10.1 to EnerSys' Current Report on Form 8-K (File No. 001-32253) filed on March 29, 2011).

10.2 Amendment to the Credit Facility, dated as of August 2, 2013, among EnerSys, Bank of America, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers, and the various lending institutions.

99.1 Press release, dated August 6, 2013, regarding the amendment to the Credit Facility.

**Signature(s)**

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

EnerSys

Date: August 6, 2013

By: /s/ Richard W. Zuidema

---

Richard W. Zuidema  
Executive Vice President

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
EX-10.1	Credit Agreement, dated as of March 29, 2011, among EnerSys, Bank of America, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers and the various lending institutions party thereto (incorporated by reference to Exhibit 10.1 to EnerSys' Current Report on Form 8-K (File No. 001-32253) filed on March 29, 2011).
EX-10.2	Amendment to the Credit Facility, dated as of August 2, 2013, among EnerSys, Bank of America, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers, and the various lending institutions.
EX-99.1	Press release, dated August 6, 2013, regarding the amendment to the Credit Facility.

SECOND AMENDMENT TO CREDIT AGREEMENT

SECOND AMENDMENT TO CREDIT AGREEMENT (this "Second Amendment"), dated as of August 2, 2013, among ENERSYS, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower as Subsidiary Guarantors (the "Subsidiary Guarantors"), the lenders from time to time party to the Credit Agreement referred to below (the "Lenders"), Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), and Bank of America, N.A., as Collateral Agent (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower, the Lenders, the Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, and RB International Finance (USA) LLC and PNC Bank, National Association, as Co-Documentation Agents and Co-Managers, are parties to a Credit Agreement, dated as of March 29, 2011 (as amended, modified or otherwise supplemented prior to the date hereof, the "Credit Agreement"); and

WHEREAS, subject to the terms and conditions of this Second Amendment, the parties hereto wish to amend or otherwise modify certain provisions of the Credit Agreement and the Required Lenders wish to consent to certain future modifications of the Credit Documents, in each case as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. Amendments and Modifications to Credit Agreement.

1. The definition of "Available JV Basket Amount" appearing in Section 1 of the Credit Agreement is hereby amended by (i) deleting the text "\$150,000,000" appearing in said definition and inserting the text "\$175,000,000" in lieu thereof and (ii) deleting each reference to the text "Effective Date" appearing in such definition and inserting the text "Second Amendment Effective Date" in lieu thereof.

2. The definition of "Base Rate" appearing in Section 1 of the Credit Agreement is hereby amended by deleting the second sentence of said definition in its entirety.

3. The definition of "BBA LIBOR" appearing in Section 1 of the Credit Agreement is hereby amended by deleting "BBA" in said definition and placing the definition in its entirety in appropriate alphabetical order.

4. The definition of "Existing Overdraft Facilities" appearing in Section 1 of the Credit Agreement is hereby amended by deleting the text "Initial Borrowing Date" appearing in said definition and inserting the text "Second Amendment Effective Date" in lieu thereof.

5. The definition of “Eurodollar Rate” appearing in Section 1 of the Credit Agreement is hereby amended by (i) inserting the text “(a)” immediately before the text “for any Interest Period” appearing in such definition, (ii) inserting the text “or the successor thereto if the British Bankers Association is no longer making a LIBOR rate available” immediately after the text “British Bankers Association LIBOR Rate”, (iii) deleting the text “BBA” in each place it appears in such definition and (iv) inserting the following text as new clause (b) at the end of said definition:

“(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) LIBOR, at approximately 11:00 a.m., London time determined two Business Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in U.S. Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Bank of America’s London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.”

6. The definition of “Permitted Refinancing” appearing in Section 1 of the Credit Agreement is hereby amended by inserting the text “and any other intercompany Indebtedness set forth on Part A of Schedule IV” immediately after the text “Scheduled Existing Indebtedness” appearing in said definition.

7. The definition of “Revolving Loan Maturity Date” appearing in Section 1 of the Credit Agreement is hereby amended by deleting the text “March 31, 2016” appearing in said definition and inserting the text “September 30, 2018” in lieu thereof.

8. Section 1 of the Credit Agreement is hereby further amended by inserting the following new definitions in the appropriate alphabetical order in said Section:

“Second Amendment” shall mean the Second Amendment to Credit Agreement, dated as of August 2, 2013, among the Borrower, the Administrative Agent, the Collateral Agent and various Lenders party thereto.

“Second Amendment Effective Date” shall have the meaning provided in the Second Amendment.

9. Section 2.09 of the Credit Agreement is hereby amended by deleting the text “nine or” appearing in clause (x) of the first sentence of said Section.

10. Section 8.20 of the Credit Agreement is hereby amended by inserting the text “(as in effect on the Effective Date)” after the text “Part A of Schedule IV” and the text “Existing Overdraft Facilities” appearing in said Section.

11. Section 9.14(a) of the Credit Agreement is hereby amended by inserting the text “plus (z) the Aggregate Consideration attributable to all Persons and assets purchased or acquired pursuant to all such Permitted Acquisitions after the Effective Date and prior to the Second Amendment Effective Date which do not become Credit Parties or Collateral directly held by a Credit Party” after the text “(y) the Available Amount then in effect” appearing in said Section.

12. Section 10.02(xix)(3) of the Credit Agreement is hereby amended by deleting the text “\$150,000,000” appearing in said Section and inserting the text “the sum of \$150,000,000 plus the aggregate amount of the proceeds received from all IRB Sale-Leaseback Transactions entered into pursuant to this clause (xix) after the Effective Date and prior to the Second Amendment Effective Date” in lieu thereof.

13. Section 10.02(xxi) of the Credit Agreement is hereby amended by deleting the text “\$30,000,000” appearing in said Section and inserting the text “the sum of \$30,000,000 plus the aggregate amount of the proceeds received from all assets disposed of pursuant to this clause (xxi) after the Effective Date and prior to the Second Amendment Effective Date” in lieu thereof.

14. Section 10.03(iv) of the Credit Agreement is hereby amended by deleting the text “Initial Borrowing Date” appearing in said Section and inserting the text “Second Amendment Effective Date” in lieu thereof.

15. Section 10.04(ii) of the Credit Agreement is hereby amended by deleting the text “Scheduled Existing Indebtedness outstanding on the Initial Borrowing Date” appearing in said Section and inserting the text “Indebtedness outstanding on the Second Amendment Effective Date” in lieu thereof.

16. Section 10.05(v) of the Credit Agreement is hereby amended by deleting the text “Initial Borrowing Date” appearing in said Section and inserting the text “Second Amendment Effective Date” in lieu thereof.

17. Section 10.05(xiv) of the Credit Agreement is hereby amended by inserting the text “after the Second Amendment Effective Date” immediately after each reference to the text “pursuant to this clause (xiv)” appearing in said Section.

18. Section 10.05(xvi) of the Credit Agreement is hereby amended by (i) deleting the text “2.00 to 1.00” appearing therein and inserting the text “2.50 to 1.00” in lieu thereof, (ii) inserting the text “and” before the text “(y)” appearing in said Section and (iii) deleting the text “, and (z) in the case of any Investment made in reliance on this clause (xvi) in excess of \$10,000,000, the Borrower shall have delivered to the Administrative Agent an officer’s certificate executed by an Authorized Officer of the Borrower, certifying to the Borrower’s knowledge, compliance with the requirements of the preceding clauses (x) and (y), containing the calculations of compliance (in reasonable detail) with preceding clause (y) and identifying whether such Investment is made in reliance on clause (i) or (ii) or both” appearing in said Section.



19. Section 10.06(v) of the Credit Agreement is hereby amended by deleting the text “2.00 to 1.00” appearing therein and inserting the text “2.50 to 1.00” in lieu thereof, (ii) inserting the text “and” before the text “(y)” appearing in said Section and (iii) deleting the text “, and (z) in the case of any Dividend made in reliance on this clause (v) in excess of \$10,000,000, the Borrower shall have delivered to the Administrative Agent an officer’s certificate executed by an Authorized Officer of the Borrower, certifying to the Borrower’s knowledge, compliance with the requirements of preceding clauses (x) and (y), containing the calculations of compliance (in reasonable detail) with preceding clause (y) and identifying whether such Dividend is made in reliance on clause (i) or (ii) or both” appearing in said Section.

20. Section 10.06(vi) of the Credit Agreement is hereby amended by (i) deleting the text “pay cash Dividends on Borrower Common Stock” appearing in said Section and inserting the text “effect cash Dividends with respect to Borrower Common Stock (whether through payments of dividends, redemptions, purchases or otherwise)” in lieu thereof, (ii) deleting the text “Initial Borrowing Date” appearing in said Section and inserting the text “Second Amendment Effective Date” in lieu thereof, (iii) inserting the text “and” before the text “(III)” appearing in said Section and (iv) deleting the text “, and (IV) the Borrower shall furnish to the Administrative Agent a certificate from an Authorized Officer of the Borrower certifying to the best of his or her knowledge as to compliance with the requirements of this Section 10.06(vi) and, if applicable, containing the calculations (in reasonable detail) required by the preceding clause (II)” appearing in said Section.

21. Section 10.06(xi) of the Credit Agreement is hereby amended by deleting the word “and” at the end of said Section.

22. Section 10.06(xii) of the Credit Agreement is hereby amended by deleting the period (“.”) at the end of said Section and inserting the text “; and” in lieu thereof.

23. Section 10.06 of the Credit Agreement is hereby further amended by inserting the following new clause (xiii) at the end of Section:

“(xiii) the Borrower may declare and pay cash Dividends on Borrower Common Stock in the form of dividends or distributions, so long as (I) no Default or Event of Default then exists or would exist after giving effect to the respective Dividend, (II) calculations are made by the Borrower demonstrating compliance with the covenants contained in Sections 10.08 and 10.09 as of the last day of the Calculation Period then most recently ended, determined on a Pro Forma Basis after giving effect to the incurrence of any Indebtedness to finance such Dividend and (III) the aggregate amount of all cash Dividends paid in reliance on this clause (xiii) shall not exceed \$50,000,000 in any calendar year.”.

24. Section 10.12 of the Credit Agreement is hereby amended by deleting the text “2.00 to 1.00” appearing in clause (2) of the proviso at the end of said Section and inserting the text “2.50 to 1.00” in lieu thereof.

25. Schedule I to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and replacing the same with new Schedule I attached hereto.

26. Part A of Schedule IV to the Credit Agreement is hereby amended by deleting such Part A in its entirety and replacing the same with new Part A of Schedule IV attached hereto.

27. Part B of Schedule IV to the Credit Agreement is hereby amended by deleting such Part B in its entirety and replacing the same with new Part B of Schedule IV attached hereto.

28. Part A of Schedule VI to the Credit Agreement is hereby amended by deleting such Part A in its entirety and replacing the same with new Part A of Schedule VI attached hereto.

29. Part B of Schedule VI to the Credit Agreement is hereby amended by deleting such Part B in its entirety and replacing the same with new Part B of Schedule VI attached hereto.

30. Schedule IX to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and replacing the same with new Schedule IX attached hereto.

## II. Consent.

By its execution hereof, each Credit Party and each Lender party hereto hereby consents and agrees that the Administrative Agent, the Collateral Agent and the respective Credit Parties party thereto may enter into any amendments or supplements to the Credit Documents, in form and substance reasonably satisfactory to the Administrative Agent, the Collateral Agent and the Borrower and without the need to obtain any further consent of any Lender, to the extent that such amendment or supplement is delivered in order to cause such Credit Document to be substantially in conformity with the riders attached hereto as Exhibit A and the text of the LSTA Market Advisory, dated February 1, 2013, titled “*Swap Regulations’ Implications for Loan Documentation*” (with such modifications thereto as are reasonably acceptable to the Administrative Agent, the Collateral Agent and the Borrower) and to ensure that the Borrower Guaranty and the Subsidiaries Guaranty exclude any guaranty of the Relevant Guaranteed Obligations or Other Obligations (as defined in the Subsidiaries Guaranty), as applicable, with respect to Secured Hedging Agreements (as defined in the Subsidiaries Guaranty) by an entity that is not an “eligible contract participant” (as defined in Section 2(e) of the Commodity Exchange Act, as amended by Title VII of the Dodd-Frank Act).

III. Miscellaneous Provisions.

1. In order to induce the Lenders to enter into this Second Amendment, the Borrower hereby represents and warrants that:

(a) no Default or Event of Default exists as of the Second Amendment Effective Date, both before and after giving effect to this Second Amendment; and

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

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

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

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

5. This Second Amendment shall become effective on the date (the "Second Amendment Effective Date") when each of the following conditions shall have been satisfied:

(i) the Borrower, each Subsidiary Guarantor, the Required Lenders (determined immediately prior to the Second Amendment Effective Date and the replacement of certain Lenders on such date pursuant to Section 2.13 and 13.01(b) of the Credit Agreement and the related assignment documentation) and each RL Lender (excluding any Replaced Lender replaced pursuant to Sections 2.13 of the Credit Agreement on the Second Amendment Effective Date (immediately prior to giving effect thereto) but including any Replacement Lender that becomes an RL Lender pursuant to Section 2.13 of the Credit Agreement and the related assignment documentation on the Second Amendment Effective Date (immediately prior to giving effect thereto)) shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered by way of facsimile or other electronic transmission) the same to the Administrative Agent at White & Case LLP, Attention: Project EnerSys (facsimile: 212-354-8113 / e-mail: myip@whitecase.com);

(ii) the Administrative Agent shall have received from each Credit Party party to this Second Amendment, a certificate, dated the Second Amendment Effective Date, signed by the secretary or any assistant secretary of such Credit Party and attested to by an Authorized Officer of such Credit Party, substantially in the form of Exhibit F to the Credit Agreement with appropriate insertions, together with copies of the certificate of incorporation, by-laws, operating agreement or other equivalent organizational documents (in each case, to the extent amended or otherwise modified since the Initial Borrowing Date, or to the extent not delivered on such date) of such Credit Party and the resolutions of such Credit Party referred to in such certificate, and the foregoing shall be reasonably satisfactory to the Administrative Agent;

(iii) the Administrative Agent shall have received all information and copies of all certificates, documents and papers, including records of Company proceedings and governmental approvals, good standing certificates and bring-down telegrams or facsimiles, if any, which the Administrative Agent may have reasonably requested in connection therewith, such documents and papers where appropriate to be certified by proper Company or governmental authorities;

(iv) the Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower in the form of Exhibit J to the Credit Agreement, except that such certificate shall be dated the Second Amendment Effective Date and shall be modified (to the satisfaction of the Administrative Agent) to provide that such certificate is being provided after giving effect to the Second Amendment;

(v) the Administrative Agent shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, special counsel to the Credit Parties, an opinion addressed to the Administrative Agent, the Collateral Agent and each of the Lenders and dated the Second Amendment Effective Date in form and substance satisfactory to the Administrative Agent, and covering such matters incident to this Second Amendment and the transactions contemplated herein as the Administrative Agent may reasonably request (including an opinion as to the due authorization, execution and delivery of this Second Amendment);

(vi) the Borrower shall have paid to the Administrative Agent and the Lenders all fees, costs and expenses (including, without limitation, legal fees and expenses) payable to the Administrative Agent and the Lenders to the extent then due under the terms of the Credit Documents; and

(vii) the Borrower shall have paid to the Administrative Agent for the account of each Lender which has executed and delivered to the Administrative Agent (or its designee) a counterpart hereof by no later than 5:00 p.m. (New York City time) on August 1, 2013 (or, if later, on the Second Amendment Effective Date), a non-refundable cash fee (the "Upfront Fee") in U.S. Dollars in an amount equal to 10 basis points (0.10%) on an amount equal to the aggregate principal amount of the Revolving Loan Commitment of such Lender as in effect on the Second Amendment Effective Date (immediately after giving effect thereto), which Upfront Fee shall not be subject to counterclaim or set-off, or be otherwise affected by, any claim or dispute relating to any other matter.

6. By executing and delivering a copy hereof, each Credit Party hereby agrees that, after giving effect to this Second Amendment, all Obligations shall be guaranteed pursuant to the various Guaranties in accordance with the terms and provisions thereof and shall be secured pursuant to the Security Documents in accordance with the terms and provisions thereof.

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

\* \* \*

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

ENERSYS

By:           /s/ Michael J. Schmidlein            
Name: Michael J. Schmidlein  
Title: Senior Vice President Finance and Chief  
Financial Officer

*Enersys 2013 Second Amendment to Credit Agreement*

---

BANK OF AMERICA, N.A, as Administrative  
Agent and Collateral Agent

By:           /s/ Alan Tapley            
Name: Alan Tapley  
Title: Assistant Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

BANK OF AMERICA N.A.

By: /s/ Marc Sanchez

Name: Marc Sanchez

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*



SIGNATURE PAGE TO THE SECOND AMENDMENT  
AS OF THE DATE FIRST SET FORTH ABOVE, TO  
THE CREDIT AGREEMENT, DATED AS OF MARCH  
29, 2011, AMONG ENERSYS, A DELAWARE  
CORPORATION, THE LENDERS FROM TIME TO  
TIME PARTY THERETO, BANK OF AMERICA, N.A.,  
AS ADMINISTRATIVE AGENT, WELLS FARGO  
BANK, NATIONAL ASSOCIATION, AS  
SYNDICATION AGENT, AND RB INTERNATIONAL  
FINANCE (USA) LLC AND PNC BANK, NATIONAL  
ASSOCIATION, AS CO-DOCUMENTATION AGENTS  
AND CO-MANAGERS

NAME OF INSTITUTION:

Branch Banking and Trust Company

By: /s/ Glenn A. Page

Name: Glenn A. Page

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By: /s/ Adrienne Young

Name: Adrienne Young

Title: Vice-President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

Citizens Bank of Pennsylvania

By: /s/ Devon Starks

Name: Devon Starks

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT  
AS OF THE DATE FIRST SET FORTH ABOVE, TO  
THE CREDIT AGREEMENT, DATED AS OF MARCH  
29, 2011, AMONG ENERSYS, A DELAWARE  
CORPORATION, THE LENDERS FROM TIME TO  
TIME PARTY THERETO, BANK OF AMERICA, N.A.,  
AS ADMINISTRATIVE AGENT, WELLS FARGO  
BANK, NATIONAL ASSOCIATION, AS  
SYNDICATION AGENT, AND RB INTERNATIONAL  
FINANCE (USA) LLC AND PNC BANK, NATIONAL  
ASSOCIATION, AS CO-DOCUMENTATION AGENTS  
AND CO-MANAGERS

NAME OF INSTITUTION:

DZ BANK AG

Deutsche Zentral-Genossenschaftsbank  
Frankfurt am Main  
New York Branch

By: /s/ Paul Fitzpatrick

Name: Paul Fitzpatrick

Title: Senior Vice President

By: /s/ Oliver Hildenbrand

Name: Oliver Hildenbrand

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

Fifth Third Bank

By: /s/ Susan Waters

Name: Susan Waters

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

First National Bank of Pennsylvania

By: /s/ Diane Geisler

Name: Diane Geisler

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

FIRST NIAGARA BANK, N.A.

By: /s/ Thomas R. Keiser

Name: Thomas R. Keiser

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

\_\_\_\_\_  
HSBC Bank USA, N.A.

By: \_\_\_\_\_ /s/ Nicholas R. Lotz

Name: Nicholas R. Lotz

Title: Senior Vice President – Team Leader

*Enersys 2013 Second Amendment to Credit Agreement*



SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

Intesa Sanpaolo S.p.A, New York Branch

By: /s/ Manuela Insana

Name: Manuela Insana

Title: VP & Relationship Manager

By: /s/ Sergio Maggioni

Name: Sergio Maggioni

Title: FVP

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

JPMORGAN CHASE BANK, N.A,

By: /s/ Anthony Galea

Name: Anthony Galea

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

NATIONAL PENN BANK

By: /s/ Bruce G. Smith

Name: Bruce G. Smith

Title: EVP

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

PNC Bank, National Association

By: /s/ John Wilden

Name: John Wilden

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

RB INTERNATIONAL FINANCE (USA) LLC

By: /s/ John A. Valiska

Name: John A. Valiska

Title: First Vice President

By: /s/ Christoph Hoedl

Name: Christoph Hoedl

Title: First Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

Sovereign Bank, N.A.

By: /s/ Brett A. Gibble

Name: Brett A. Gibble

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT  
AS OF THE DATE FIRST SET FORTH ABOVE, TO  
THE CREDIT AGREEMENT, DATED AS OF MARCH  
29, 2011, AMONG ENERSYS, A DELAWARE  
CORPORATION, THE LENDERS FROM TIME TO  
TIME PARTY THERETO, BANK OF AMERICA, N.A.,  
AS ADMINISTRATIVE AGENT, WELLS FARGO  
BANK, NATIONAL ASSOCIATION, AS  
SYNDICATION AGENT, AND RB INTERNATIONAL  
FINANCE (USA) LLC AND PNC BANK, NATIONAL  
ASSOCIATION, AS CO-DOCUMENTATION AGENTS  
AND CO-MANAGERS

NAME OF INSTITUTION:

SVENSKA HANDELSBANKEN (AB) PUBL

By:       /s/ Mark Cleary      

Name: Mark Cleary

Title: Senior Vice President

By:       /s/ Nancy D'Albert      

Name: Nancy D'Albert

Title: Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

TD Bank, N.A.

By: /s/ David Perlman

Name: David Perlman

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*



SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

THE NORTHERN TRUST COMPANY

By: /s/ Andrew Holtz  
Name: Andrew Holtz  
Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

SIGNATURE PAGE TO THE SECOND AMENDMENT AS OF THE DATE FIRST SET FORTH ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF MARCH 29, 2011, AMONG ENERSYS, A DELAWARE CORPORATION, THE LENDERS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SYNDICATION AGENT, AND RB INTERNATIONAL FINANCE (USA) LLC AND PNC BANK, NATIONAL ASSOCIATION, AS CO-DOCUMENTATION AGENTS AND CO-MANAGERS

NAME OF INSTITUTION:

Wells Fargo Bank National Association

By: /s/ Frank Kulp

Name: Frank Kulp

Title: Senior Vice President

*Enersys 2013 Second Amendment to Credit Agreement*

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

ENERSYS CAPITAL INC.

By: /s/ Richard W. Zuidema  
Name: Richard W. Zuidema  
Title: Executive Vice President

ENERSYS DELAWARE INC.

By: /s/ Richard W. Zuidema  
Name: Richard W. Zuidema  
Title: President

ENERSYS ENERGY PRODUCTS INC.

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

ESFINCO, INC.

By: /s/ Richard W. Zuidema  
Name: Richard W. Zuidema  
Title: Vice President

ESRMCO, INC.

By: /s/ Richard W. Zuidema  
Name: Richard W. Zuidema  
Title: Vice President

**New Definitions to Carve Out Non-ECPs:**

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason not to constitute an “eligible contract participant” as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Swap Obligation” means, with respect to any Guarantor, any Other Obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Credit Party that has total assets exceeding \$10,000,000 at the time such Swap Obligation is incurred or such other person as constitutes an ECP under the Commodity Exchange Act or any regulations promulgated thereunder.

**Related Changes to Existing Definitions:**

The defined term or terms used in each Guaranty or other Credit Documents to identify the obligations guaranteed or secured, typically terms like “Obligations” or “Guaranteed Obligations” and “Secured Obligations”, should specifically exclude all Excluded Swap Obligations.

**Keepwell Provision for Insertion into the Subsidiaries Guaranty (and Related Defined Term):**

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its obligations under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section [\_\_\_\_\_] for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section [\_\_\_\_\_] , or otherwise under this Guaranty, as it relates to such other Credit Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Guaranteed Obligations have been paid in full. Each Qualified ECP Guarantor intends that this Section [\_\_\_\_\_] constitute, and this Section [\_\_\_\_\_] shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

<b>Lender</b>	<b>Commitment</b>
Bank of America, N.A.	\$30,000,000.00
Wells Fargo Bank, National Association	\$30,000,000.00
TD Bank, N.A.	\$30,000,000.00
PNC Bank, National Association	\$25,000,000.00
RB International Finance (USA) LLC	\$25,000,000.00
Citizens Bank of Pennsylvania	\$20,000,000.00
JPMorgan Chase Bank, N.A.	\$20,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$20,000,000.00
HSBC Bank USA, N.A.	\$20,000,000.00
Sovereign Bank, N.A.	\$18,000,000.00
National Penn Bank	\$16,000,000.00
Branch Banking and Trust Company	\$15,000,000.00
Fifth Third Bank	\$15,000,000.00
DZ Bank AG	\$13,000,000.00
First National Bank of Pennsylvania	\$13,000,000.00
The Northern Trust Company	\$10,000,000.00
Intesa Sanpaolo S.p.A., New York Branch	\$10,000,000.00
Svenska Handelsbanken (AB) Publ	\$10,000,000.00
First Niagara Bank, N.A.	\$10,000,000.00
<b>Grand Total</b>	<b>\$350,000,000.00</b>

PART A

PART B

PART A

PART B





**EnerSys Amends and Extends Maturity of U.S. Credit Facility**

READING, Pa., August 6, 2013 - EnerSys (NYSE: ENS), the global leader in stored energy solutions for industrial applications, announced today the amendment to its \$350 million senior secured credit facility.

The amended facility remains a \$350 million revolving line of credit and is for a term of five-years and two months maturing in September 2018. The current interest rate for the amended facility remains at LIBOR plus 1.25%. The rate can increase based on EnerSys' leverage ratio of debt to EBITDA as defined in the credit facility. There were no outstanding borrowings under the credit facility on the amendment date.

BofA Merrill Lynch and Wells Fargo Securities acted as joint lead arrangers and joint book running managers for this transaction. Nineteen banks participated in the syndication and the facility was again oversubscribed.

"We are pleased to complete this amendment and maturity extension in the current favorable credit market environment," said Michael J. Schmidlein, senior vice president and chief financial officer of EnerSys. "This amendment will increase our flexibility for acquisitions, joint ventures, stock repurchases and dividends, and extend the maturity of our U.S. revolving commitment to September 2018."

**About EnerSys**

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

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

**Caution Concerning Forward-Looking Statements**

This press release and oral statements made regarding the subjects of this release, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which may include, but are not limited to, (i) statements regarding EnerSys' earnings estimates, plans, objectives, expectations and intentions and other statements contained in this press release that are not historical facts, including statements identified by words such as "believe," "plan," "seek," "expect," "intend," "estimate," "anticipate," "will," and similar expressions and (ii) statements about the benefits of the debt amendment actions, including any impact on our financial and operating results that may be realized from these actions. All statements addressing operating performance, events, or developments that EnerSys expects or anticipates will occur in the future, including statements relating to expected interest rates under the amended credit facility, leverage ratio of debt to EBITDA, 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 based on management's current views and assumptions regarding future events and operating performance, and are inherently subject to significant business, economic, and competitive uncertainties and contingencies and changes in circumstances, many of which are beyond EnerSys' control. The statements in this press release are made as of the date of this press release, even if subsequently made available by EnerSys on its website or otherwise. EnerSys does not undertake any obligation to update or revise these statements to reflect events or circumstances occurring after the date of this press release.

Although EnerSys does not make forward-looking statements unless it believes it has a reasonable basis for doing so, EnerSys cannot guarantee their accuracy. The foregoing factors, among others, could cause actual results to differ materially from those described in these forward-looking statements. For a list of other factors which could affect EnerSys' results, including earnings estimates, see EnerSys' filings with the Securities and Exchange Commission, including "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," including "Forward-Looking Statements," set forth in EnerSys' Annual Report on Form 10-K for the period ended March 31, 2013. No undue reliance should be placed on any forward-looking statements.