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**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**

**April 23, 2008  
(Date of Report)**

**ULTRALIFE BATTERIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of incorporation)

**000-20852**  
(Commission File Number)

**16-1387013**  
(IRS Employer Identification No.)

**2000 Technology Parkway, Newark, New York**  
(Address of principal executive offices)

**14513**  
(Zip Code)

**(315) 332-7100**  
(Registrant's telephone number, including area code)

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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 (see General Instruction A.2. below):

- 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 1.01 Entry into a Material Definitive Agreement**

Effective as of April 23, 2008, Ultralife Batteries, Inc. (the "**Company**") entered into Amendment Number Ten to the Credit Agreement ("**Amendment No. 10**") with JPMorgan Chase Bank, N.A. and Manufacturers and Traders Trust Company (together, the "**Lenders**"). This is the tenth amendment to the Credit Agreement dated as of June 30, 2004 between the Company and the Lenders (the "**Credit Agreement**"). Neither the Company nor any of its affiliates has any material relationship with the Lenders, other than in respect of the Credit Agreement, as amended to date.

Amendment No. 10 increases the amount of the Company's committed revolving credit facility from \$15 million to \$22.5 million, an increase of \$7.5 million. Additionally, Amendment No. 10 amends the applicable revolver and term rates under the Credit Agreement from a variable pricing grid based on quarterly financial ratios to a set interest rate structure based on a prime-based loan or a LIBOR-based loan. In consideration of the Lenders entering into Amendment No. 10, the Company paid the Lenders a one-time fee of \$25,000.

### **Item 9.01 Financial Statements and Exhibits**

#### **(d) Exhibits.**

- 10.1 Amendment Number Ten to the Credit Agreement, dated as of April 23, 2008, among Ultralife Batteries, Inc., JPMorgan Chase Bank, N.A. and Manufacturers and Traders Trust Company
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**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.

Date: As of April 23, 2008

**ULTRALIFE BATTERIES, INC.**

/s/ Robert W. Fishback

Robert W. Fishback  
Vice President — Finance and Chief  
Financial Officer

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AMENDMENT NUMBER TEN TO CREDIT AGREEMENT

dated as of April 23, 2008

between

ULTRALIFE BATTERIES, INC.

and

THE LENDERS PARTY THERETO

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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## AMENDMENT NUMBER TEN TO CREDIT AGREEMENT

This Amendment, dated as of April 23, 2008 ("Amendment"), is made by and between ULTRALIFE BATTERIES, INC. (the "Borrower") and the Lenders party to the Credit Agreement and JPMORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank) as Administrative Agent for the Lenders (in such capacity, the "Agent").

### Statement of the Premises

The Borrower, the Lenders and the Agent have previously entered into, among other agreements, a Credit Agreement, dated as of June 30, 2004, which was amended by Amendment Number One dated as of September 24, 2004, Amendment Number Two dated as of May 4, 2005, Amendment Number Three dated as of August 5, 2005 and Amendment Number Four dated as of November 1, 2005 and that certain waiver letter dated May 3, 2006, Amendment Number Five dated June 29, 2006, that certain waiver letter dated October 20, 2006, that certain waiver letter dated November 30, 2006 as extended, that certain Forbearance and Amendment Number Six to Credit Agreement dated February 14, 2007 and that certain Extension of Forbearance and Amendment Number Seven to Credit Agreement dated as of March 23, 2007 and that certain Extension of Forbearance and Amendment Number Eight to Credit Agreement dated as of May 18, 2007 and that certain Amendment Number Nine to Credit Agreement dated as of August 15, 2007 (collectively, the "Credit Agreement"). The Borrower has advised the Agent and the Lenders that the Borrower wishes to amend certain terms of the Credit Agreement as contained therein. The Borrower, the Lenders and the Agent desire to amend the Credit Agreement to increase the commitment amount with respect to the Revolving Loans and to amend the pricing under the Credit Agreement.

### Statement of Consideration

Accordingly, in consideration of the premises and under the authority of Section 5-1103 of the New York General Obligations Law, the parties agree as follows:

### AGREEMENT

1. **Defined Terms.** The terms "this Agreement", "hereunder" and similar references in the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by this Amendment. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. **Amendment.** Effective upon the satisfaction of all conditions specified in Section 4 hereof, the Credit Agreement is hereby amended as follows:

A. The Definition "Applicable Revolving Rate" as set forth in Section 1.01 of the Credit Agreement is hereby superseded and replaced in its entirety and amended to read:

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"Applicable Revolving Rate" means, for any day, with respect to any ABR Revolving Loan or Eurodollar Revolving Loan, or with respect to the facility fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "ABR Spread", "Eurodollar Spread" or "Facility Fee Rate", as the case may be:

Applicable Revolving Rate	<u>Facility Fee Rate</u> 60 bps	<u>Eurodollar Spread</u> 250 bps	<u>ABR Spread</u> 0 bps
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B. The Definition "Applicable Term Rate" as set forth in Section 1.01 of the Credit Agreement is hereby superseded and replaced in its entirety and amended to read:

"Applicable Term Rate" means, for any day, with respect to any ABR Term Loan or Eurodollar Term Loan, as the case may be, the applicable rate per annum set forth below under the caption "ABR Spread" or "Eurodollar Spread", as the case may be.

Applicable Term Rate	<u>Eurodollar Spread</u> 250 bps	<u>ABR Spread</u> 0 bps
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C. The Definition "Commitment" as set forth in Section 1.01 of the Credit Agreement is hereby amended so that the last sentence thereof is superseded and replaced in its entirety with the following: "As of the effective date of the Amendment No. 10 to this Agreement, the aggregate amounts of the Lenders' Commitments is 22,500,000".

D. Schedule 2.01 of the Credit Agreement is hereby superseded and replaced in its entirety with the Schedule 2.01 attached to this Amendment.

3. **Representations.** The Borrower hereby represents and warrants to the Lenders and the Agent that: (i) the covenants, representations and warranties set forth in the Credit Agreement are true and correct on and as of the date of execution hereof as if made on and as of said date and as if each reference therein to the Credit Agreement were a reference to the Credit Agreement as amended by this Amendment; (ii) no Default or Event of Default specified in the Credit Agreement has occurred and is continuing, (iii) since the date of the Credit Agreement, there has been no material adverse change in the financial condition or business operations of the Borrower which has not been disclosed to Lenders; (iv) the making and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate action, and do not, and will not, (a) contravene the Borrower's certificate of incorporation or by-laws, (b) violate any law, including without limitation the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any rule, regulation (including Regulations T, U or X of the Board of Governors of the Federal Reserve System) order, writ, judgment, injunction, decree, determination or award, and (c) conflict with or result in the breach of, or constitute a default under, any material contract, loan agreement, indenture, note, mortgage, deed of trust or any other material instrument or agreement binding on the Borrower or any Subsidiary or any of their properties or result in or require the creation or imposition of any lien upon or with respect to any of their properties; (v) this Amendment has been duly executed and delivered by the Borrower and is the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms; (vi) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (a) the due execution, delivery or performance by the Borrower of this Amendment or any other agreement or document related

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hereto or contemplated hereby to which the Borrower is or is to be a party or otherwise bound except for required filings and approvals under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder, or (b) the exercise by the Agent or any Lender of its rights under the Credit Agreement as modified by this Amendment; and (vii) the security interests and charges granted by the Borrower and its Subsidiaries pursuant to the Security Agreements continue to constitute valid, binding and enforceable, first in priority Liens on the Collateral, subject only to Liens permitted under the terms of the Security Agreements and Credit Agreement.

4. **Conditions of Effectiveness of Amendments.** The effectiveness of each and all of the modifications contained in the Amendment is subject to the satisfaction, in form and substance satisfactory to the Agent, of each of the following conditions precedent:

A. Agent shall have received four (4) duplicate original counterparts of this Amendment executed by Borrower, Lenders and Agent.

B. Agent shall have received a secretarial certificate of the Borrower in a form reasonably acceptable to Agent, certifying that the organizational documents and the incumbency of officers of the Borrower previously delivered to Agent are true and correct as of the date of execution hereof.

C. As of the effective date of this Amendment, no Default or Event of Default shall have occurred and be continuing.

D. The representations and warranties contained in Section 3 hereof and in the Credit Agreement shall be true, correct and complete as of the effective date of this Amendment as though made on such date.

E. The Agent shall have received all fees for the benefit of the Lenders and itself as agent as set forth in that certain fee letter dated April 23, 2008 by the Agent.

5. **Covenants.**

A. Borrower hereby covenants and agrees to cooperate with the Agent in any manner reasonably necessary in order to promptly continue, or in the case of after-acquired property, create a first lien in favor of the Agent, on behalf of the Lenders, in all personal property assets acquired by Borrower or its subsidiaries.

B. With respect to Innovative Solutions Consulting, Inc.'s name change to RedBlack Communications, Inc. (the "Company"), Borrower hereby covenants and agrees to deliver to the Agent the following on or before May 1, 2008: (i) UCC-3 name change amendment for the Company's existing filing filed with the Maryland Secretary of State's Office, (ii) the filed amendment to the Company's Charter reflecting the name change, (iii) a current good standing certificate for the Company, and (iv) UCC search results acceptable to the Agent.

C. Borrower agrees to pay all out-of-pocket expenses and fees of the Agent and Lenders in connection with the negotiation, preparation and execution of this Amendment and any related document, including the reasonable fees and disbursements of counsel to the Agent.

6. **Reaffirmation.** The Borrower acknowledges, reaffirms and agrees that the Security Agreements secure repayment of all existing and future indebtedness, liabilities and obligations of the Borrower to the Lenders and Agent, including without limitation, all indebtedness of the Borrower under the Credit Agreement, as modified by this Amendment. By signing below, each of McDowell Research Co., Inc. (formerly known as MR Acquisition Corporation), RedBlack Communications, Inc. (formerly known as Innovative Solutions Consulting, Inc.), Reserve Power Systems, Inc. and Stationary Power Services, Inc. hereby acknowledges and reaffirms the execution and delivery of certain guaranty and

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security documents in connection with the Credit Agreement (the "Guarantor Documents") and the guaranty of indebtedness and the grant of the security thereunder and acknowledges, reaffirms and agrees that the Guarantor Documents guarantee and secure repayment of all existing and future indebtedness, liabilities and obligations of the Borrower to the Lenders and Agent, including without limitation, all indebtedness of the Borrower under the Credit Agreement as modified by this Amendment.

**7. Reference to and Effect on Loan Documents.**

A. Upon the effectiveness hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Loan Documents to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

B. Except as specifically amended above, the Credit Agreement, and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

C. The amendments set forth in Section 2 hereof are only applicable and shall only be effective in the specific instance and for the specific purpose for which made, are expressly limited to the facts and circumstances referred to herein, and shall not operate as (i) a waiver of, or consent to non-compliance with any other provision of the Credit Agreement or any other Loan Document, (ii) a waiver or modification of any right, power or remedy of either the Agent or any Lender under the Credit Agreement or any Loan Document, or (iii) a waiver or modification of, or consent to, any Event of Default or Default under the Credit Agreement or any Loan Document.

8. **Governing Law.** This Amendment shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction.

9. **Headings.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

10. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective representatives thereunto duly authorized as of the date first above written.

**ULTRALIFE BATTERIES, INC.**

By: /s/ Robert W. Fishback  
Robert W. Fishback  
Vice President Finance and Chief Financial Officer

**ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK, N.A., as Agent

By: /s/ Thomas C. Strassenburgh  
Thomas C. Strassenburgh, Vice President

**LENDERS:**

JPMORGAN CHASE BANK, N.A.

By: /s/ Thomas C. Strassenburgh  
Thomas C. Strassenburgh, Vice President

**MANUFACTURERS AND TRADERS TRUST COMPANY**

By: /s/ John Fogle  
Jon Fogle, Vice President

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Acknowledged and Agreed to as of this 23rd day of April, 2008

McDowell Research Co., Inc.

By: */s/ Robert W. Fishback*  
Name: Robert W. Fishback  
Title: Treasurer

RedBlack Communications, Inc.

By: */s/ Robert W. Fishback*  
Name: Robert W. Fishback  
Title: Treasurer

Reserve Power Systems, Inc.

By: */s/ Robert W. Fishback*  
Name: Robert W. Fishback  
Title: Treasurer

Stationary Power Services, Inc.

By: */s/ Robert W. Fishback*  
Name: Robert W. Fishback  
Title: Treasurer

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Schedule 2.01

Commitments pursuant to Amendment No. 10 to Credit Agreement  
dated as of April 23, 2008

	<u>Amount</u>	<u>Percentage</u>
Commitments to Make Revolving Loans — \$22,500,000		
JPMorgan Chase Bank, N.A.	\$13,500,000.00	60%
Manufacturers and Traders Trust Company	\$ 9,000,000.00	40%
Term Loan Commitments — \$2,500,000		
JPMorgan Chase Bank, N.A.	\$ 1,500,000	60%
Manufacturers and Traders Trust Company	\$ 1,000,000	40%