

**AMENDMENT TWO
TO THE
ENERGYAXIS SUPPLY CONTRACT
BETWEEN
CITY OF OCALA
AND
ELSTER ELECTRICITY, LLC**

THIS IS AMENDMENT TWO to that certain Energy Axis Supply Contract ("Agreement") between Elster Solutions, LLC ("Elster" or "Supplier") and City of Ocala ("Licensee" or "Purchaser") dated July 1, 2008.

WHEREAS, as of December 1, 2009 Elster Electricity, LLC has changed its name to Elster Solutions, LLC and as of January 1, 2010, Elster Solutions, LLC merged with Elster Integrated Solutions, LLC with the surviving company being Elster Solutions, LLC; and

WHEREAS, as of June 15, 2010, the parties have agreed to the following modifications to the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and obligations set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

The Supplier shall hereinafter refer to Elster Solutions, LLC.

Appendix C-1 Software License Fees, 2. LICENSE FEES, b) Optional Features is hereby amended to add the following option to the end of the section:

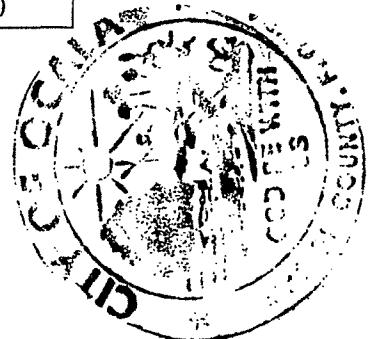
(8) EA_Inspector and Route Manager Fee – Software fees for the EA_Inspector equipment is per the table below. It is the Licensee's responsibility to maintain the Supported System to maintain the operating system software. Licensee must also maintain an active EA_MS Maintenance Agreement. An Equipment Maintenance Agreement is available through a separate agreement. The EA_Inspector Equipment may be purchased per Elster Standard Terms and Conditions.

| Software License Fees | Price per each |
|--|-----------------------|
| EA_Inspector Manager (required for the EA_Inspector) | |
| • Base license for up to 10 (handheld) devices | \$1,100 |
| • License per each 10 additional devices | \$500 |
| • Site license (unlimited devices) | \$2,400 |
| Route Manager (required for the PI 900) | |
| • Base license for up to 10 (handheld) devices | \$1,100 |
| • License per each 10 additional devices | \$500 |
| • Site license (unlimited devices) | \$2,400 |

To amend Appendix C-2 Software Program, 1. THE PROGRAM:

To add the following option to the end of the section:

IV. EA_Inspector and/or Route Manager Software consisting of:



- EA_Inspector Manager installed on the customer computer system(s)
- Route Manager installed on the customer computer system(s)
- The EA_Inspector application on the handheld device(s) used with the system
- PI 900 software on the handheld device(s) used with the system

To amend Appendix C-4 Summary of all pricing under Software License Agreement:

To add the following in the table after the section "Additional Fee for Distribution System / Distribution Automation Support"

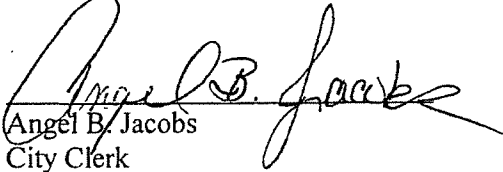
| Additional Fees for Handheld Software License | Qty | Unit Price | Total |
|--|-----|------------|-------|
| EA_Inspector Manager (required for the EA Inspector) | | | |
| Base license for up to 10 (handheld) devices | 2 | \$1,100 | -0- |
| License per each 10 additional devices | | \$500 | |
| Site license (unlimited devices) | | \$2,400 | |
| Route Manager (required for the PI 900) | | | |
| Base license for up to 10 (handheld) devices | | \$1,100 | |
| License per each 10 additional devices | | \$500 | |
| Site license (unlimited devices) | | \$2,400 | |

The two units are being provided at no charge and the contract value of this contract does not change by this amendment.


ALL REMAINING TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

The parties have caused this Amendment Two to be executed on this 15th day of June, 2010.

ATTEST:


Angel B. Jacobs
City Clerk

CITY OF OCALA
(LICENSEE/PURCHASER)

By: 

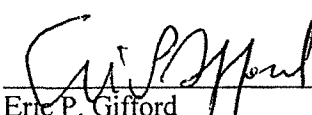
Name: Joseph Noel
(print)

Title: Supervisor, Resource Management

Date: 10-4-10

ELSTER SOLUTIONS, LLC
(SUPPLIER)

Approved as to form and legality:


Eric P. Gifford
Assistant City Attorney

By: _____

Name: H.N. Klett
(print)

Title: VP, Business Development

Date: _____

