

**AMENDMENT ONE
TO THE ENERGYAXIS SUPPLY AGREEMENT
BETWEEN
ELSTER ELECTRICITY, LLC
AND
CITY OF OCALA**

THIS IS AMENDMENT ONE to that certain General Agreement ("General Agreement") between Elster Electricity LLC, ("Elster" or "Licensor" "Seller") and City of Ocala, ("Ocala" or "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 has merged with Elster Integrated Solutions, LLC with the surviving company being Elster Solutions, LLC.

WHEREAS, as of September 17, 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:

Amend company name to be Elster Solutions, LLC.

Modify Exhibit A Software License Agreement, Appendix A-1 SOFTWARE LICENSE FEES, 2. LICENSE FEES, d) Additional Fees:

To add the following:

iv) **Integration Application-System Integration Services** (Schedule-Meter Synchronization application): Elster will provide a custom integration application to perform CIS to EA schedule-Meter Synchronization as defined in the jointly developed integration statement of work (SOW-EnergyAxis-Schedule-Meter-Sync.pdf Revision E) approved by Ocala on August 30, 2010. The schedule for delivery will be as mutually agreed but is targeted for 2 weeks following the signed contract amendment. Assuming the availability of required Ocala integration and test support resources, it is anticipated that the installation and testing will be completed within 3 weeks of initial application delivery: **\$ 13,500**

Modify Exhibit B, Software Maintenance Agreement, Section B. Software Support as follows:

To add the following:

e) Elster will provide support for the Schedule-Meter Synchronization Tool integration application at the same level that is provided for the MAS software as defined in this SMA. All terms including hours of support also apply to the integration application. Support will include updates to the application necessitated by changes to MAS software that are initiated by Elster (i.e. an XML schema or API changes from one MAS release to the next) which necessitate a change to the integration application to maintain operability. Changes that are required to this application which are due to a change brought about by Ocala such as a change to include additional functionality are billable at the rates shown in SMA - Appendix D-3 or an application update quotation can be obtained from Elster.

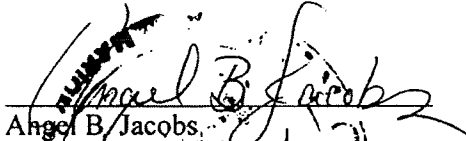
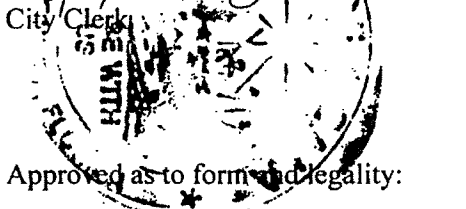
In Appendix B-2, Item 5, add the following paragraph:

Yearly software maintenance fee for the Schedule-Meter Synchronization application is an additional \$2,700 above the base SMA fee. Should the application be run on more than one licensed MAS server, the yearly SMA for additional MAS servers will be \$2,700 per server. First year fee for support of this application will be prorated from the date of delivery.


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

The parties have caused this Amendment One to be executed on the date last written below.


ATTEST:


Angel B. Jacobs
City Clerk


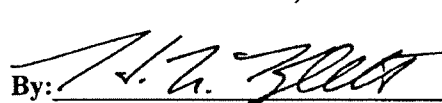
Approved as to form and legality:


Eric P. Gifford
Assistant City Attorney

CITY OF OCALA

By: 
Name: JOE NOEL
(print)
Title: Supervisor, Resource Management
Date: 11/16/10

ELSTER SOLUTIONS, LLC

By: 
Name: H. N. Klett
Title: VP, Business Development
Date: 11/3/10