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AUG 02 2013

PUBLIC SERVICE
COMMISSION



August 2, 2013

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Re: Columbia Gas of Kentucky, Inc.
PSC Case No. 2013-00167

Dear Mr. Derouen,

Enclosed for docketing with the Commission are an original and ten (10) copies of Columbia Gas of Kentucky, Inc.'s Motion for Confidential Treatment. Should you have any questions about this filing, please contact me at 614-460-5558. Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Brooke E. Leslie'.

Brooke E. Leslie
Senior Counsel

Enclosures

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

AUG 02 2013

PUBLIC SERVICE
COMMISSION

In the matter of adjustment of rates of)
Columbia Gas of Kentucky, Inc.) Case No. 2013-00167

MOTION OF COLUMBIA GAS OF KENTUCKY, INC.
FOR CONFIDENTIAL TREATMENT OF DATA

Columbia Gas of Kentucky, Inc., ("Columbia") petitions the Kentucky Public Service Commission ("Commission") pursuant to 807 KAR 5:001 § 13 and KRS 61.878(1)(a) to grant confidential protection indefinitely to certain responses contained in both the Attorney General's Initial Set of Data Requests and the Commission Staff's Second Request for Information. Specifically, Columbia requests the confidential treatment of the responses to AG 1-208, AG 1-190, AG 1-265, AG 1-244, AG 1-110, AG-1-112, AG 1-114, AG 1-282, AG 1-301 and PSC 2-4. The information requested is highly confidential, proprietary and the disclosure of which would create an unfair advantage to Columbia's competitors. For the reasons set forth herein, the responses should be given confidential treatment.

AG 1-110, AG 1-112, AG 1-114 and AG 1-244

AG 1-110 asks for "presentations made at conferences and/or to rating agencies and/or investment firms by NiSource or Columbia between January 1, 2009 and the

present.” AG 1-114 asks for all correspondence to the major bond rating agencies from January 1, 2009 to the present¹. Columbia’s response to AG 1-110, and AG 1-114, contained in Attachment A to this Motion, consists of several hundred pages of highly confidential and proprietary information, correspondence and presentations. AG 1-112 asks for “studies performed by NiSource or Columbia or by consultants or investment firms hired by NiSource or Columbia to assess (1) NiSource’s or Columbia’s financial performance, (2) the performance of NiSource or Columbia relative to other utilities, or (3) the adequacy of NiSource’s and/or Columbia’s return on equity or overall rate of return.” Not only does this response, attached hereto as Attachment B, consist of confidential and proprietary information, but also contains information irrelevant to the case at hand (i.e., financial information of other NiSource LDCs). Pursuant to the foregoing considerations, and as required by 807 KAR 5:001, Section 13, the data should be classified as confidential, pursuant to KRS §§ 61.870 *et seq.*, on the following specific grounds:

- (1) The method and process of debt security valuation constitutes a trade secret, as defined by KRS § 365.880 and protected by KRS § 365.888, and is shielded from disclosure in Commission proceedings under KRS § 61.878(1)(l).
- (2) The method and process of debt security valuation “would permit an unfair commercial advantage to competitors” of Columbia and the Bond Rating

¹ AG 1-244 requests the same information for 2012, however, this information is already encompassed in AG 1-114.

Agencies if disclosed, and is generally recognized as confidential or proprietary under KRS § 61.878(1)(c)(1).

- (3) Preliminary recommendations and memoranda in which opinions are expressed, included in the correspondence between Columbia and Bond Rating Agencies, are exempted from disclosure under KRS § 61.878(1)(j).

The correspondence between Columbia and the Bond Rating Agencies, taken as whole, would divulge the method and process of debt valuation. This information constitutes a trade secret, as defined by Kentucky's Uniform Trade Secret Act, KRS § 365.880, *et seq.* Under the act, a trade secret means,

Information, including a formula, pattern, compilation, program, data, device, method, technique, or process, that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and

(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.²

The Kentucky Statutes provide that the trade secrets' secrecy should be preserved by reasonable means, which may include granting protective orders.³ Under the Open Records Act, "public records or information the disclosure of which is

² KRS § 365.880(4).

³ KRS § 365.888.

prohibited or restricted or otherwise made confidential by enactment of the General Assembly,” are excluded from public disclosure.⁴ The Trade Secrecy Act falls within the last catch-all category of exemptions from public disclosure.⁵

As applied to the data request at issue, the correspondence details a process Columbia and the Bond Rating Agencies used to determine the credit rating of Columbia’s proposed debt securities. Columbia derives independent economic value, through the successful issuance of debt securities with advantageous terms and rates, from the secrecy of its debt security credit rating process. The Bond Rating Agencies also derive independent economic value from each agency’s debt security rating methodology since each agency’s primary business is to rate securities. Moreover, Columbia has taken every reasonable effort to ensure the correspondence regarding the debt security rating remains confidential. The information contained within the correspondence was not disseminated within Columbia, and is known only by those of Columbia’s employees who have a legitimate business need to know and act upon that information. Therefore, the correspondence between Columbia and the Bond Rating Agencies, which taken as a whole contain the process and methodology of determining Columbia’s bond ratings, is a trade secret and should not be disclosed to the public, as exempted under KRS § 61.878(1)(l).

⁴ KRS § 61.878(1)(l).

⁵ See 94-ORD-97, 1994 Ky. AG LEXIS 83 (August 5, 1994).

Disclosure of the correspondence and credit rating methodology will also provide Columbia's competitors with unfair commercial advantage. The Open Records Act provides an exception for "records confidentially disclosed to an agency or required by an agency to be disclosed to it, general recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entities that disclosed the records."⁶ The Commission has interpreted this section to require utilities to show that the: (1) commercial documents are generally recognized as confidential or proprietary and that (2) disclosure would permit an unfair commercial advantage to competitors.⁷ The Kentucky Supreme Court held that to trigger the KRS § 61.878(1)(c)(1) exemption, disclosure to competitors should provide substantially more than a trivial unfair advantage.⁸

The correspondence between a company and a security rating agency is generally recognized as confidential. All documents requested, including letters, reports, presentations, e-mails, and telephone conversation notes regarding the determination of Columbia's debt securities' rating, would provide any competitor of Columbia a competitive advantage regarding the rating of its own debt securities. Columbia's competitors, armed with this information, would be able to tailor their potential debt securities to have an equal or better credit rating than Columbia. To

⁶ KRS § 61.878(1)(c)(1).

⁷ *In the Matter of Joint Petition for Arbitration of NewSouth Communications Corp., Nuvox Communications, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on behalf of its Operating Subsidiaries*, PSC Case No. 2004-00044, Order (June 2, 2006) at 7 (citing 93-ORD-43, 1993 Ky. AG LEXIS 73 (April 13, 1993)).

⁸ See *United Medigroup, Inc. v. Hon. John J. Hughes*, 952 S.W.2d 195 (Ky. 1997).

disclose this information would also damage the Bond Rating Agencies, which would be at a competitive disadvantage if their competitors were to publicly obtain the credit rating correspondence and adopt the Bond Rating Agencies' rating methodology. Therefore, the Commission should protect the correspondence as per KRS § 61.878(1)(c)(1), because permitting its disclosure would provide a significant unfair competitive advantage to Columbia and Bond Rating Agencies' competitors.

Finally, some of the correspondence between Columbia and the Bond Rating Agencies contains preliminary recommendations and memoranda expressing opinions as to debt securities Columbia has yet to issue, and is protected from public disclosure under KRS § 61.878(1)(j). The Attorney General has interpreted preliminary, as used in KRS § 61.878(1)(j), as "obviously refer[ing] to recommendations made [and memoranda prepared] by a person prior to a final decision."⁹ The Attorney General also opined that preliminary recommendations and preliminary memoranda are protected from disclosure "notwithstanding the fact that they are prepared for the agency by outside agencies or private consultants."¹⁰ The preliminary recommendations and opinions contained within the correspondence between Columbia and the Bond Rating Agencies concerns some debt securities not yet publicly offered by Columbia. Because Columbia has not made a final decision as to the matter, whether to issue certain debt securities, disclosure of this preliminary information would hinder Columbia's ability to offer

⁹ OAG No. 00-ORD-139 at 14 (citing OAG No. 90-ORD-97 at 4) (alteration in original).

¹⁰ OAG No. 00-ORD-139 at 16.

these securities at a future time in the public market. Therefore, because the correspondence contains preliminary recommendations and preliminary memoranda expressing the opinions of Columbia and the Bond Rating Agencies as to the quality of some debt securities to be offered by Columbia, the correspondence should receive confidential treatment, as per KRS § 61.878(1)(j).

By granting this Petition and providing for confidential treatment of Columbia's response to these data requests, the Commission and the parties can fully evaluate Columbia's proposed application for an adjustment in rates, while maintaining the general confidentiality of such data, thereby balancing the public interest with the personal privacy concerns identified in KRS § 61.878(1)(c)(1), (i), (j), and (l).

Pursuant to 807 KAR 5:001, Section 7, Columbia's unredacted response to AG 1-110 and AG 1-114 is attached to the original copy of this Motion as Attachment A. Columbia's unredacted response to AG 1-112 is attached to the original copy of this Motion as Attachment B. However, because the entire documents, consisting of over 500 pages, are confidential none of the document is highlighted. The Commission's regulation further requires the requesting party to serve the Motion and a redacted copy of the material on all parties of record.¹¹ All other copies of this Motion include, as Attachment A and Attachment B, the responses with the confidential information eliminated. Columbia is also willing to enter into protective agreements with the parties

¹¹ 807 KAR 5:001 § 7(2)(c).

to this case under which agreement Columbia will provide the parties with the confidential information.

AG 1-190 and AG 1-208

AG 1-190 and AG 1-208 ask for benefit and compensation studies that Columbia based payroll increases and compensation levels. The information contained in the responses attached hereto as Attachment C and Attachment D respectively, consists of salary survey information that is the product of extensive time and money invested by NiSource, the parent company of Columbia, in order to develop compensation, benefit and salary increases for its employees. The information responsive to AG 1-208 and AG 1-190 consists of commercial information that is confidential and proprietary, the disclosure of which would unfairly advantage NiSource's and/or Columbia's competitors. If those competitors have access to the same information that NiSource expended substantial resources to develop, they will derive an unfair commercial advantage. In PSC Case No. 2010-00036, *In the matter of the Application of Kentucky-American Water Company for an Adjustment of Rates*, this Commission, by letter dated June 16, 2010, granted confidential treatment of similar information. Columbia respectfully requests that this same confidential treatment be granted in this proceeding.

Pursuant to 807 KAR 5:001, Section 7, Columbia's unredacted responses to AG 1-190 and AG 1-208 are attached to the original copy of this Petition as Attachment C and

Attachment D. Columbia is also willing to enter into protective agreements with the parties to this case under which agreement Columbia will provide the parties with the confidential information.

AG 1-265 and PSC 2-4

AG 1-265 and PSC 2-4 ask for an electronic copy of the Gas Class Cost of Service Models used in this case. The Gas Class Cost of Service model was prepared by Russ Feingold and is the property of Black and Veatch Company ("B&V"). The model should be used for the sole purpose of evaluation of Columbia's current rate case. Public disclosure of this proprietary model would put "B&V" at a competitive disadvantage if its competitors had access to the formula. As such, Columbia is requesting that this model be filed under seal and provided only to those parties who have signed a confidentiality agreement. The formula is labeled "COLUMBIA COS Model-2013-Design Day.xls", "COLUMBIA COS Model-2013-PeakAvg.xls", and "COLUMBIA COS Datasheet.xlsx" on the CD provided in conjunction with this Motion.

AG 1-282 and AG 1-301

AG 1-282 and AG 1-301 ask for detailed contracts with third parties that would require Columbia to reveal sensitive pricing information. In order to maintain the integrity of the contracts and prevent a competitive disadvantage for Columbia, Columbia requests the confidential treatment of certain parts of these documents. Columbia requests confidential treatment of the names of the customers who are parties

to its Flex Rate contracts which are contained in the response to AG 1-282. The unredacted contracts are attached hereto as Attachment E. Columbia requests confidential treatment of the pricing terms contained in the contracts that are part of AG 1-301. The unredacted contracts, attached hereto as Exhibit F, are confidential not only because of the nature of the contracts, but also pursuant to the express terms of the contracts. Public revelation of pricing or identifying information would be in direct violation of the contracts. As such, confidential treatment is required.

By granting this Motion and providing for confidential treatment of Columbia's response to the aforementioned data requests, the Commission and the parties can fully evaluate Columbia's proposed application for an adjustment in rates, while maintaining the general confidentiality of such data, thereby balancing the public interest with the personal privacy concerns identified in KRS § 61.878(1)(c)(1), (i), (j), and (l). Columbia requests that the information be kept confidential indefinitely as Columbia does not foresee a time when this information would be non-confidential.

WHEREFORE, Columbia respectfully requests that the Commission issue an order authorizing the confidential treatment of Columbia's response to the Attachments contained and described herein, pursuant to 807 KAR 5:001, Section 13, for the reasons stated herein.

Dated at Columbus, Ohio, this 2nd day of August 2013.

Respectfully submitted,
COLUMBIA GAS OF KENTUCKY, INC.

By: Brooke E. Leslie

Brooke E. Leslie (Counsel of Record)

Stephen B. Seiple, Assistant General Counsel

Brooke E. Leslie, Senior Counsel

200 Civic Center Drive

P.O. Box 117

Columbus, Ohio 43216-0117

Telephone: (614) 460-5558

Fax: (614) 460-6986

Email: bleslie@nisource.com

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Richard S. Taylor

225 Capital Avenue

Frankfort, Kentucky 40601

Telephone: (502) 223-8967

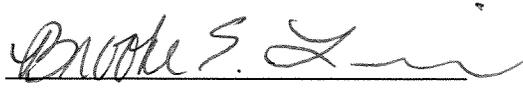
Fax: (502): 226-6383

Attorneys for

COLUMBIA GAS OF KENTUCKY, INC.

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing *Motion for Confidential Treatment.*, by ordinary U.S. mail, postage prepaid, to the parties on this 2nd day of August 2013.



Brooke E. Leslie

**Attorney for
COLUMBIA GAS OF KENTUCKY, INC.**

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd
PO Box 615
Frankfort, KY 40602-0615

Hon. Dennis G. Howard II
Assistant Attorney General
Office of the Attorney General
1024 Capitol Center Drive, Suite 200
Frankfort, Kentucky 40601

Kentucky Industrial Utility
Customers, Inc.
Davis F. Boehm
Boehm, Kurtz & Lowery
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202

Lexington-Fayette Urban County
Government
David J. Barberie
Jacob Walbourn
Department of Law
200 East Main Street
Lexington, Kentucky 40507

Counsel for Community Action
Counsel
Iris G. Skidmore
415 W. Main Street, Suite 2
Frankfort, Kentucky 40601

CONFIDENTIAL ATTACHMENT A

Attachment (A) to AG DR Set 1 No. 114

[CONFIDENTIAL]

Correspondence/Presentations from 2009 to 2012

CONFIDENTIAL ATTACHMENT B

Attachment (A) to AG DR Set 1 No. 112

[CONFIDENTIAL]

Benchmarking Report September 14, 2012

Attachment (B) to AG DR Set 1 No. 112

[CONFIDENTIAL]

Benchmarking Report December 14, 2012

Attachment (C) to AG DR Set 1 No. 112

[CONFIDENTIAL]

Benchmarking Report March 15, 2013

Attachment (D) to AG DR Set 1 No. 112

[CONFIDENTIAL]

Benchmarking Report June 21, 2013K!

CONFIDENTIAL ATTACHMENT C

Attachment (A) to AG DR Set 1 No. 190

[CONFIDENTIAL]

January 2012 General Benefit Index Report

Attachment (B) to AG DR Set 1 No. 190

[CONFIDENTIAL]

January 2012 Energy Industry Index

Attachment (C) to AG DR Set 1 No. 190

[CONFIDENTIAL]

January 2009 General Industry Benefit Index Report

Attachment (D) to AG DR Set 1 No. 190

[CONFIDENTIAL]

January 2009 Energy Industry Benefit Index

CONFIDENTIAL ATTACHMENT D

Attachment (A) to AG DR Set 1 No. 208

[CONFIDENTIAL]

Compensation Study

Attachment (B) to AG DR Set 1 No. 208

[CONFIDENTIAL]

Compensation Study

Attachment (C) to AG DR Set 1 No. 208

[CONFIDENTIAL]

Compensation Study

Attachment (D) to AG DR Set 1 No. 208

[CONFIDENTIAL]

Compensation Study

CONFIDENTIAL ATTACHMENT E

CUSTOMER A

Flex Rate Agreement

This Flex Rate Agreement ("Agreement"), effective August 1, 2012, is made and entered into by and between Columbia Gas of Kentucky, Inc. ("Columbia"), with offices located at 2001 Mercer Road, Lexington, Kentucky, and [REDACTED]

[REDACTED] This Agreement shall supersede and cancel all previous transportation and flex rate agreement(s) between Columbia and Customer for the specific facility location covered by this Agreement. This Agreement is being entered into as a result of alternatives available to the Customer and is applicable only to the Customer facility location with the associated PSID number listed below:

Customer Facility Location

PSID Number

[REDACTED] [REDACTED]

1. Customer agrees to pay a Delivery Charge of \$0.29 per Mcf for all deliveries up to 150,000 Mcf per month and \$0.16 per Mcf for all deliveries over 150,000 Mcf per month up to the point where Customer's deliveries reach 5,500,000 Mcf per contract year (contract year is defined as the twelve consecutive month period of August 1st through and including July 31st). Customer agrees to pay \$0.13 per Mcf for all deliveries in excess of 5,500,000 Mcf per contract year.

2. Beginning August 1, 2012 and continuing each contract year, Columbia shall determine the Customer's total deliveries. If Customer's total deliveries are less than 2,700,000 Mcf for any contract year, Customer agrees to pay a contract year deficiency amount of \$666,000, less \$0.29 for each Mcf of gas delivered up to 1,800,000 Mcf and less \$0.16 for each Mcf of gas delivered between 1,800,000 Mcf and 2,700,000 Mcf. Any contract year deficiency amount will be billed to Customer by Columbia in the September billing cycle immediately following the completion of the respective contract year, or as soon thereafter as practical.

3. Columbia agrees to flex the Banking and Balancing Service Charge, the Rider for Natural Gas Research and Development, and the Accelerated Main Replacement Program Rider to \$0.00 of Columbia's Delivery Service ("DS") Transportation Service Rate Schedule. Customer agrees to pay any and all charges or additional costs related to operational orders of any type and all other applicable rates (including Customer Charges), fees, riders, charges, and applicable taxes associated with Columbia's DS Transportation Service Rate Schedule in accordance with the terms of Columbia's gas transportation tariff on file with and approved by the Public Service Commission of Kentucky.

4. In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and or transport through Columbia's system 100% of the natural gas requirements that are delivered to the facility location set out above during the term of this Agreement.

5. The term of this Agreement shall be from the Effective Date of August 1, 2012 to July 31, 2017. This Agreement shall automatically renew in one-year increments after the expiration of the initial 5 year term unless either party elects to terminate the Agreement by providing the other non-terminating party with written Notice of Intent to Terminate. The Notice of Intent to Terminate shall be provided by the terminating party not less than thirty (30) days before the

CUSTOMER A

expiration of the initial 5 year term or thirty (30) days before the expiration of any subsequent renewal period. There is no right to terminate this Agreement by either party prior to the expiration of the initial 5 year term, except as otherwise provided for herein. If either party breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or a receiver is appointed for a party, that party shall be in default of this Agreement and the other party may terminate this Agreement. Billing pursuant to this Agreement will begin with the Customer's August 2012 billing cycle and end with the Customer's July 2017 billing cycle.

6. Columbia will provide the Customer a Bank Tolerance of 5% pursuant to its tariff Banking and Balancing Service.

7. Columbia reserves the right to reopen this Agreement for renegotiation of its terms and conditions in order to accommodate any changes in applicable laws, rules, regulations or orders issued by the Public Service Commission of Kentucky or the Commonwealth of Kentucky to which Columbia is subject to during the term of this Agreement. If the parties can not agree on renegotiated terms and conditions, either party may terminate the Agreement by providing 30 days prior written notice to the non-terminating party.

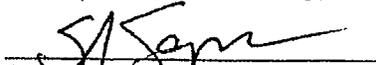
8. The parties agree that this flex rate is only applicable to the gas delivered to the initial natural gas facilities that are to be installed at the above facility locations described in this Agreement or that are existing at the time this Agreement is executed. If the Customer adds additional facilities and/or creates processes that require installation of additional Columbia facilities, or additional investment or expenditure by Columbia in order to serve said Customer facilities, then the parties shall negotiate a separate agreement for such service to the additional facilities or newly created processes.

9. The parties further agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such the parties agree to keep confidential and not to disseminate generally or specifically to anyone in any manner whatsoever the terms and conditions of this Agreement, except when the information is made publicly available as a result of filings with governmental agencies, or where law otherwise requires disclosure.

All terms and conditions of Columbia's gas transportation tariff, on file with and approved by the Public Service Commission of Kentucky, not inconsistent with the above referenced points of agreement shall remain in full force and effect.

Accepted and Agreed:

Columbia Gas of Kentucky, Inc.


Stanley Sagan
SVP, CCO/CFO

Date: 2/30/12

BEL

Accepted and Agreed:



Date: 7/30/2012



CUSTOMER B

200 Civic Center Drive
Columbus, OH 43215

Mailing:
PO Box 117
Columbus, OH 43216-0117

614-460-6000

December 1, 2006

Flex Rate Agreement

 This Flex Rate Agreement ("Agreement"), effective December 1, 2006 is made and entered into by and between Columbia Gas of Kentucky, Inc. ("Columbia"), with offices located at 2001 Mercer Road, Lexington, Kentucky, 40512 and 

 This Agreement shall supersede and cancel all previous transportation and flex rate agreement(s) between Columbia and Customer for the specific facility location(s) covered by this Agreement. This Agreement is being entered into as a result of alternatives available to the Customer. This Agreement is for the Customer facility location(s) and PSID number(s) listed below:

Customer Facility Location

PSID Number



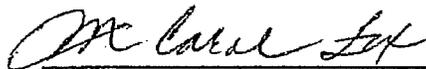
- The Customer agrees to pay the Main Line Delivery Service ("MLDS") rate for all volumes delivered anytime during the term of this Agreement, to the facility location(s) listed above. In addition, Customer agrees to pay any and all charges or additional costs related to operational orders of any type. Columbia agrees to waive the Banking and Balancing Service charges, the Research and Development charge, and other existing additional fees, riders and surcharges associated with Columbia's MLDS rate schedule in accordance with the terms of Columbia's gas transportation tariff on file with and approved by the Public Service Commission of Kentucky.
- In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and/or transport through Columbia's system 100% of the natural gas requirements that are delivered to the facility location(s) set out above during the term of this Agreement.
- The term of this Agreement shall be from the Effective Date of December 1, 2006 to November 30, 2011. This Agreement shall automatically renew in one-year increments after the expiration of the initial 5 year term unless either party elects to terminate the Agreement by providing the other non-terminating party with written Notice of Intent to Terminate. The Notice of Intent to Terminate shall be provided by the terminating party not less than thirty (30) days before the expiration of the initial 5 year term or thirty (30) days before the expiration of any subsequent renewal period. There is no right to terminate this Agreement by either party prior to the expiration of the initial 5 year term, except as otherwise provided for herein. If either party breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or a receiver is appointed for a party, that party shall be in default of this Agreement and the other party may terminate this Agreement. Billing pursuant to this Agreement will begin with the Customer's December 2006 billing cycle and end with the Customer's November 2011 billing cycle.
- Columbia will provide the Customer a 5% monthly banking volume at this facility.

CUSTOMER B

- Columbia reserves the right to reopen this Agreement for renegotiation of its terms and conditions in order to accommodate any changes in applicable laws, rules, regulations or orders issued by the Public Service Commission of Kentucky or the Commonwealth of Kentucky to which Columbia is subject to during the term of this Agreement. If the parties can not agree on renegotiated terms and conditions, either party may terminate the Agreement by providing 30 days prior written notice to the non-terminating party.
- The parties agree that this flex rate is only applicable to the gas delivered to the initial natural gas facilities that are to be installed at the above facility location described in this Agreement or that are existing at the time this Agreement is executed. If the Customer adds additional facilities and/or creates processes that require installation of additional Columbia facilities, or additional investment or expenditure by Columbia in order to serve said Customer facilities, then the parties shall negotiate a separate agreement for such service to the additional facilities or newly created processes.
- Customer agrees to make nominations of gas into Columbia's system that are commensurate with the aggregate of Customer's monthly natural gas consumption and banked volumes on Columbia, as determined by Columbia's monthly meter readings. Notwithstanding anything to the contrary in this Agreement, if Columbia determines that the aggregate of Customer's monthly nominations and then current banked gas volumes with Columbia are less than 80% of any given month's actual usage, then Columbia shall have the absolute right, but not the obligation, to suspend service to the Customer by providing written notice via facsimile of Columbia's intent to suspend service. Customer shall have five days from receipt of the facsimile transmission to cure the shortfall of nominated gas volumes. If Customer has not cured the shortfall of nominated gas volumes to the satisfaction of Columbia within such five-day period, Columbia may suspend service to that facility location.
- The parties further agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such the parties agree to keep confidential and not to disseminate generally or specifically to anyone in any manner whatsoever the terms and conditions of this Agreement, except when the information is made publicly available as a result of filings with governmental agencies, or where law otherwise requires disclosure.

All terms and conditions of Columbia's gas transportation tariff, on file with and approved by the Public Service Commission of Kentucky, not inconsistent with the above referenced points of agreement shall remain in full force and effect.

Sincerely,



M. Carol Fox DWR
Vice President, Large Customer Relations
And Gas Transportation Management

Columbia Gas of Kentucky, Inc.
200 Civic Center Drive
Columbus, Ohio 43215

Accepted and Agreed:



FEBRUARY 12, 2007
Date:

CUSTOMER C

FIRST AMENDMENT TO
COLUMBIA GAS OF KENTUCKY, INC.
FLEX RATE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") dated July 1, 2012 to the Flex Rate Agreement ("Agreement") dated July 26, 2005 by and between [REDACTED] ("Customer") and Columbia Gas of Kentucky, Inc. ("Columbia") a Kentucky corporation, hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties have entered into the aforementioned Agreement whereby Columbia agreed to flex its' basic transportation rate in accordance with its' transportation tariff; and

WHEREAS, the Parties mutually desire to modify the Agreement, as specifically set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement and this First Amendment, the Parties covenant and agree to the following changes to the Agreement:

1). Revised rate information specified in first bullet item: Replace "The Customer agrees to pay a rate of \$0.45 per Mcf for the first 25,000 Mcf per month, and \$0.25 per Mcf for all volumes over 25,000 Mcf per month" with "The Customer agrees to pay a rate of \$0.49 per Mcf for the first 25,000 Mcf per month, \$0.27 per Mcf for all volumes over 25,000 Mcf per month, and applicable customer and administrative charges".

2). Updated minimum usage term specified in second bullet item: Replace "Each year for the next 4 years until and including June 30, 2009, Columbia shall determine the total volumes delivered to the facility location listed above" with "Each year for the next 5 years until and including June 30, 2017, Columbia shall determine the total volumes delivered to the facility location listed above".

3). Revised requirement specified in the third bullet item : Replace "In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and/or transport through Columbia's system 100% of the natural gas requirements that are delivered to the facility location set out above during the term of this Agreement" with "In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and/or transport through Columbia's system 100% of the natural gas and gaseous fuel requirements that are delivered to the facility location set out above during the term of this Agreement".

4). Revised Agreement term specified in the fourth bullet item: Replace "The term of this Agreement shall be from the Effective Date to June 30, 2009" with "The term of this Agreement shall be from July 1, 2012 to June 30, 2017".

5). Except as amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. No other modifications, additions, or deletions are intended hereby.

CUSTOMER C

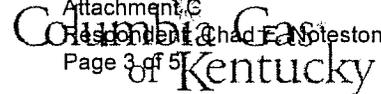
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by duly authorized representatives as of the date first written above.



10 July 12
Date

COLUMBIA GAS OF KENTUCKY, INC.

By: [Signature]
Signature
Stanley T. Sagun
Name
SVP, COO/CFO
Title
6/15/12
Date
[Signature]



CUSTOMER C

A NiSource Company

200 Civic Center Drive
Columbus, OH 43215

Flex Rate Agreement

July 26, 2005



This Flex Rate Agreement ("Agreement"), effective July 1st, 2005 is made and entered into by and between Columbia Gas of Kentucky, Inc. ("Columbia"), with offices located at 2001 Mercer Road, Lexington, Kentucky 40511 and [REDACTED] ("Customer"), [REDACTED]

[REDACTED] This Agreement shall supersede and cancel all previous transportation and flex rate agreement(s) between Columbia and Customer for the specific facility location covered by this Agreement. This Agreement is being entered into as a result of the competitive situation that exists with regards to the Customer's ability to utilize natural gas from another supplier at this facility location. This Agreement is for the Customer facility location and PSID # listed below:

Customer Location



PSID Number



- The Customer agrees to pay a rate of \$0.45 per Mcf for the first 25,000 Mcf per month, and \$.25 per Mcf for all volumes over 25,000 Mcf per month, delivered to the facility location listed above. In addition, Customer agrees to pay any and all charges or additional costs related to operational orders of any type. Further, Customer agrees that the gas delivered under this Agreement will be subject to Dth to Mcf conversion factors. Columbia agrees to waive all other additional fees, riders and surcharges associated with Columbia's "Delivery Service" rate schedule in accordance with the terms of Columbia's gas transportation tariff on file with and approved by the Public Service Commission of Kentucky.
- Each year for the next 4 years, until and including June 30, 2009, Columbia shall determine the total volumes delivered to the facility location listed above. If Columbia determines the above referenced volumes to be less than 450,000 Mcf for any 12 month period between the anniversary dates of this Agreement, Customer agrees to pay an amount to Columbia equal to the difference between the tariff rate applicable to Customer for the period in question less the actual flex rate billed times the total volumes delivered to the facility location specified above. In no event shall Columbia be obligated to make any payments to Applicant under this Agreement.
- In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and/or transport through Columbia's system 100% of the natural gas requirements that are delivered to the facility location set out above during the term of this Agreement.

mck
450,000 / 12

CUSTOMER C

- The term of this Agreement shall be from the Effective Date to June 30, 2009. This Agreement shall automatically renew in one-year increments after the expiration of the initial four year term unless either party elects to terminate the Agreement by providing the other non-terminating party with written Notice of Intent to Terminate. The Notice of Intent to Terminate shall be provided by the terminating party not less than sixty (60) days before the expiration of the initial four year term or sixty days before the expiration of any subsequent renewal period. There is no right to terminate this Agreement by either party prior to the expiration of the initial four year term. Billing pursuant to this Agreement will begin with the Customer's July 2005 billing cycle and end with the Customer's June 2009 billing cycle.
- Columbia will provide the Customer a 5% monthly banking volume at this facility at no charge.
- Columbia reserves the right to reopen this Agreement for renegotiation of its terms and conditions in order to accommodate any changes in applicable laws, rules, regulations or orders issued by the Public Service Commission of Kentucky to which Columbia is subject to during the term of this Agreement. If the parties can not agree on renegotiated terms and conditions, either party may terminate the Agreement by providing 30 days prior written notice to the non-terminating party.
- The parties agree that this flex rate is only applicable to the gas delivered to the initial natural gas facilities that are to be installed at the above facility location described in this Agreement. If the Customer adds additional facilities and/or creates processes that require installation of additional Columbia facilities, or additional investment or expenditure by Columbia in order to serve said Customer facilities, then the parties shall negotiate a separate agreement for such service to the additional facilities or newly created processes.
- Customer agrees to make nominations of gas into Columbia's system that are commensurate with the aggregate of Customer's monthly natural gas consumption and banked volumes on Columbia, as determined by Columbia's monthly meter readings. Notwithstanding anything to the contrary in this Agreement, if Columbia determines that the aggregate of Customer's monthly nominations and then current banked gas volumes with Columbia are less than 80% of any given month's actual usage, then Columbia shall have the absolute right, but not the obligation, to suspend service to the Customer by providing written notice via facsimile transmission of Columbia's intent to suspend service. Customer shall have five days from facsimile transmission to cure the shortfall of nominated gas volumes. If Customer has not cured the shortfall of nominated gas volumes to the satisfaction of Columbia within such five-day period, Columbia may suspend service to that facility location. The facsimile transmission will be sent to the Customer's General Manager.
- The parties further agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such, the parties agree to keep confidential and not to disseminate generally or specifically to anyone in any manner whatsoever the terms and conditions of this Agreement, except when the information is made publicly available as a result of filings with governmental agencies, or where law otherwise requires disclosure.

CUSTOMER C

All terms and conditions of Columbia's gas transportation tariff, on file with and approved by the Public Service Commission of Kentucky, not inconsistent with the above referenced points of agreement shall remain in full force and effect.

Sincerely,



M. Carol Fox *MCW*
Vice President, Large Customer Relations
And Gas Transportation Management

Columbia Gas of Kentucky, Inc.
200 Civic Center Drive
Columbus, Ohio 43215

Accepted and Agreed:



1 Aug 05
Date:

May 6, 2003

CUSTOMER D

[REDACTED]

RE: [REDACTED] and Columbia Gas of
Kentucky Service Arrangements

Dear [REDACTED]

This letter agreement dated May 6, 2003, (Agreement) is made and entered into by and between Columbia Gas of Kentucky ("Columbia") and [REDACTED]

[REDACTED] This Agreement relates only to [REDACTED]

[REDACTED] which has the following account number: [REDACTED]

For said [REDACTED] facility, Columbia agrees to flex its basic transportation rate in accordance with Page 41 of its Gas Transportation Tariff on file with and approved by the Public Service Commission of Kentucky. Pursuant to Page 41 of this tariff, Columbia agrees to flex its banking and balancing service charges to \$0.00 per Mcf during the term of this Agreement.

This Agreement has a term of ^{MAN five} ~~two~~ years, beginning with Columbia's May 2003 billing cycle for [REDACTED] and ending with Columbia's April 2005 ^{MAN} ~~8~~ billing cycle for [REDACTED]

Upon the expiration of the ^{MAN five} ~~two~~-year term specified above, this Agreement shall continue from year-to-year, unless either party elects to terminate the Agreement by providing the other non-terminating party with written notice of its intention to terminate the Agreement. Such written notice must be served on the other party no later than January 1 of any year, to be effective the March 1 immediately following the notice.

Notwithstanding the above termination provisions, in the event that there is a change in the applicable laws or regulations that would have a material impact upon the obligations or duties of either party under this Agreement, or in the event that any regulatory agency having jurisdiction, including, but not limited to, the Public Service Commission of Kentucky, issues any rule, regulation or order that would have a material impact upon the obligations or duties of either party under this Agreement, then either

May 6, 2003
Page Two

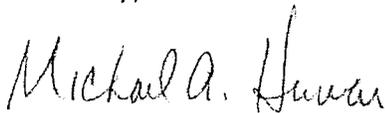
PSC Case No. 2013-00167
AG Set 1 DR No. 282
Attachment D
Respondent: Chad E. Notestone
Page 2 of 2

CUSTOMER D

party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such a termination of this Agreement, the parties agree to negotiate in good faith to establish a new agreement.

The parties further agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such, the parties agree to keep the terms of the Agreement confidential and not to disseminate it generally or specifically to anyone in any manner whatsoever, except when the information is made publicly available as a result of filings with governmental agencies, or where the law otherwise requires disclosure.

Sincerely,



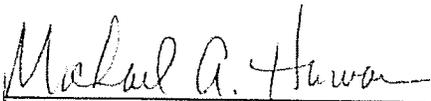
Michael A. Huwar
Vice President, Sales
NiSource Energy Distribution Group

cc:

S. Dudley - CKY
R. Ricks - COH

ACCEPTED AND AGREED:

Columbia Gas of Kentucky



Authorized Signature

Michael A. Huwar
Printed Name

Vice President, Sales
Title

May 6, 2003
Date



5 | 15 | 03
Date

CUSTOMER E

Flex Rate Agreement

This Flex Rate Agreement ("Agreement"), effective May 1, 2013, is made and entered into by and between Columbia Gas of Kentucky, Inc. ("Columbia"), with offices located at 2001 Mercer Road, Lexington, Kentucky, and [REDACTED] ("Customer"), [REDACTED]

[REDACTED] This Agreement shall supersede and cancel all previous transportation and flex rate agreement(s) between Columbia and Customer for the specific facility locations covered by this Agreement. This Agreement is being entered into as a result of alternatives available to the Customer and is applicable only to the Customer facility locations with the associated PCID numbers listed below:

Customer Facility Location

PCID Number

[REDACTED]

[REDACTED]

1. Customer agrees to pay a Delivery Charge of \$0.33 per Mcf for all deliveries in contract year 1 (May 1, 2013 through April 30, 2014), a Delivery Charge of \$0.36 per Mcf for all deliveries in contract year 2 (May 1, 2014 through April 30, 2015), a Delivery Charge of \$0.39 per Mcf for all deliveries in contract year 3 (May 1, 2015 through April 30, 2016), a Delivery Charge of \$0.42 per Mcf for all deliveries in contract year 4 (May 1, 2016 through April 30, 2017), and a Delivery Charge of the then applicable Delivery Service ("DS") Transportation Service Rate Schedule per PCID account per Mcf for all deliveries in contract year 5 beginning May 1, 2017 and thereafter. In addition to the Delivery Charges specified above, Customer agrees to pay the applicable DS Transportation Service Rate Schedule Administrative Charge per PCID account in contract years 1 through 5, the applicable DS Transportation Service Rate Schedule Customer Charge per PCID account in contract years 2 through 5, the applicable DS Transportation Service Rate Schedule Banking and Balancing Service Charge in contract years 3 through 5, and all applicable DS Transportation Service Rate Schedule Base Rate, Adjustment, and Rider components in contract year 5 and thereafter.

2. Beginning May 1, 2013 and continuing each contract year, Columbia shall determine the Customer's total deliveries. If Customer's total deliveries are less than 825,000 Mcf per year for contract years 1 and 2, 850,000 Mcf for contract year 3, and 900,000 Mcf for contract year 4, Customer agrees to pay a contract year deficiency amount of \$272,250, less \$0.33 for each Mcf of gas delivered up to 825,000 Mcf for year 1, a contract year deficiency amount of \$297,000, less \$0.36 for each Mcf of gas delivered up to 825,000 Mcf for year 2, a contract year deficiency amount of \$331,500, less \$0.39 for each Mcf of gas delivered up to 850,000 Mcf for year 3, and a contract year deficiency amount of \$378,000, less \$0.42 for each Mcf of gas delivered up to 900,000 Mcf for year 4. Any contract year deficiency amount will be billed to Customer by Columbia in the May billing cycle immediately following the completion of the respective contract year, or as soon thereafter as practical.

3. Columbia agrees to flex the Customer Charge in contract year 1, the Banking and Balancing Service Charge in contract years 1 and 2, the Rider for Natural Gas Research and Development in contract years 1 through 4, and Accelerated Main Replacement Program Rider in contract years 1 through 4 to \$0.00 of Columbia's Delivery Service ("DS") Transportation Service Rate Schedule. Customer agrees to pay any and all charges or additional costs related

CUSTOMER E

to operational orders of any type and all other applicable rates, fees, riders, charges, and applicable taxes associated with Columbia's DS Transportation Service Rate Schedule in accordance with the terms of Columbia's gas transportation tariff on file with and approved by the Public Service Commission of Kentucky.

4. In consideration of the discounted rate terms established herein, the Customer agrees to purchase from and or transport through Columbia's system 100% of the natural gas requirements that are delivered to the facility locations set out above during the term of this Agreement.

5. The term of this Agreement shall be from the Effective Date of May 1, 2013 to April 30, 2018. There is no right to terminate this Agreement by either party prior to the expiration of the 5 year term, except as otherwise provided for herein. If either party breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or a receiver is appointed for a party, that party shall be in default of this Agreement and the other party may terminate this Agreement. Billing pursuant to this Agreement will begin with the Customer's May 2013 billing cycle and end with the Customer's April 2018 billing cycle.

6. Columbia will provide the Customer a Bank Tolerance of 5% pursuant to its tariff Banking and Balancing Service. The 5% Bank Tolerance will be based on the higher of either the Customer's actual annual usage or 825,000 MCF in contract years 1 and 2, 850,000 MCF in contract year 3, and 900,000 MCF in contract year 4.

7. Columbia and Customer reserve the right to reopen this Agreement for renegotiation of its terms and conditions in order to accommodate any changes in applicable laws, rules, regulations or orders issued by the Public Service Commission of Kentucky or the Commonwealth of Kentucky to which Columbia is subject to during the term of this Agreement. If the parties can not agree on renegotiated terms and conditions, either party may terminate the Agreement by providing 30 days prior written notice to the non-terminating party.

8. The parties agree that this flex rate is only applicable to the gas delivered to the initial natural gas facilities that are installed at the above facility locations described in this Agreement and that are existing at the time this Agreement is executed. If the Customer adds additional facilities and/or creates processes that require installation of additional Columbia facilities, or additional investment or expenditure by Columbia in order to serve said Customer facilities, then the parties shall negotiate a separate agreement for such service to the additional facilities or newly created processes.

9. The parties further agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such the parties agree to keep confidential and not to disseminate generally or specifically to anyone in any manner whatsoever the terms and conditions of this Agreement, except when the information is made publicly available as a result of filings with governmental agencies, or where law otherwise requires disclosure.

All terms and conditions of Columbia's gas transportation tariff, on file with and approved by the Public Service Commission of Kentucky, not inconsistent with the above referenced points of agreement shall remain in full force and effect.

Accepted and Agreed:

Accepted and Agreed:

CUSTOMER E

Columbia Gas of Kentucky, Inc.



Stanley Sagan
SVP, CCO/CFO

Date: 4/23/13

CS



Date: 4/29/13

CONFIDENTIAL ATTACHMENT F

**AMENDMENT No. 04
TO
NISOURCE CORPORATE SERVICES COMPANY
MATERIALS AND EQUIPMENT AGREEMENT
No. R12NI-003**

This Amendment No. 04 ("Amendment") is entered into by and between Itron, Inc. ("Seller") and NiSource Corporate Services Company ("Buyer").

WHEREAS, Seller and Buyer entered into a Materials and Equipment Agreement, effective February 24, 2009 to February 23, 2014 ("Agreement") for the purchase of various types of automated meter reading (AMR) units and amended the Agreement with Amendment 01 dated November 23, 2009, Amendment 02 dated November 19, 2010 and Amendment 03 dated November 26, 2012; and

WHEREAS, Seller and Buyer have agreed, in Amendment 3, to extend the term of the Agreement to December 31, 2017,

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Seller agrees to extend the prices set forth in Amendment 2 for 100G ERTs [REDACTED] for residential units and [REDACTED] for commercial units) until December 31, 2017 provided that Buyer purchases a minimum of [REDACTED] additional units before expiration of the extended term.
2. Seller agrees to work in conjunction with Buyer to ensure that ERTs are available to meet Buyer's delivery requirements as stated on any accepted Release. Seller will have a sales planner working directly with the Buyer to ensure that meter deliveries are planned to match project requirements.

**AMENDMENT NUMBER 03
TO
NISOURCE CORPORATE SERVICES COMPANY
MATERIALS AND EQUIPMENT AGREEMENT
No. R12NI-003**

~~This Amendment Number 03 ("Amendment") is entered into by and between Itron, Inc. ("Seller") and NiSource Corporate Services Company ("Buyer").~~

WHEREAS, Seller and Buyer entered into a Materials and Equipment Agreement, effective February 24, 2009 to February 23, 2014 ("Agreement") for the purchase of various types of automated meter reading (AMR) units and amended the Agreement with Amendment 01 dated November 23, 2009 and Amendment 02 dated November 19, 2010; and

WHEREAS, Seller and Buyer desire to further amend the Agreement with respect to additional purchases and deliveries of AMR units to Buyer for use in its NIPSCO affiliate's AMR Project ("NIPSCO AMR Project").

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Seller and Buyer wish to extend the term of the Agreement to December 31, 2017.
2. Buyer agrees to purchase Materials for its NIPSCO AMR Project, identified on Exhibit A ("Meters"), attached hereto and incorporated herein, from Itron at the price(s) (reference "Itron Response to AMR meter specifications A1 - rev 9-10-2012.xls") and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Exhibit A are: 1) for the NIPSCO AMR Project; 2) valid until December 31, 2017; and 3) contingent upon Buyer purchasing the quantities of Meters set forth on Exhibit A.
3. In addition to the above, Seller is providing a [REDACTED] discount for Meters purchased pursuant to this Amendment that are ordered by and delivered to Buyer prior to December 31, 2012. Buyer must present a Purchase Order for Meters to Seller by November 16, 2012 for this discount to apply.
4. Seller's standard warranty for electric Meters is three years from date of shipment. Except as otherwise set forth in this Section 4, for Meters ordered pursuant to Exhibit A to this Amendment specifically for the NIPSCO AMR Project, Seller will extend the warranty period [REDACTED] from the date of shipment.

For a specific group of Meters being purchased in advance of the project, Seller will extend the warranty period [REDACTED] from the date of shipment. These Meters are listed in Exhibit A and have the following NIPSCO Storage Item Numbers (SINs): 234122, 234123, 234124, 234125, 234126, 234128, 234141, 234145, and 234147. This 58 month warranty is only applicable to these SINs, up to

a maximum ordered quantity [REDACTED] each, and must be ordered and delivered to the Buyer prior to December 31, 2012.

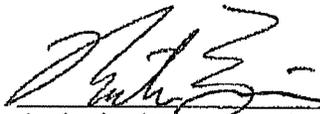
5. Seller agrees to work in conjunction with Buyer to ensure that Meters are available to meet Buyer's delivery requirements as stated on any accepted Release. Seller will have a sales planner working directly with the Buyer to ensure that meter deliveries are planned to match project requirements.

On the Effective Date of this Amendment, Buyer will provide Seller with a Forecast of its intended monthly Meter deliveries through September 2013. Thereafter, monthly Buyer will provide Seller with a rolling twelve (12) month Forecast of its intended monthly Meter deliveries. Buyer shall issue Purchase Orders or Releases with firm commitments for the next ninety (90) days on a monthly basis. In the event that Seller cannot provide meters in accordance with its obligations under the Agreement, Buyer will have the right to procure meters from an alternative source at Buyer's expense until Seller can again meet such obligations. Prior to exercising this option, Buyer will inform Seller in writing of their intention and allow Seller five (5) business days to provide a corrective action plan.

The provisions of the Agreement and Amendments 01 and 02 not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby execute this Amendment to the Agreement.

NISOURCE CORPORATE SERVICES
COMPANY

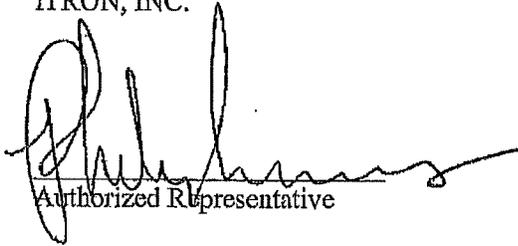


Authorized Representative
MARTIN ZAIN, ON BEHALF OF
MIKE JIMHOFF, VP SUPPLY CHAIN

Director, Procurement Operations
Title

11/26/12
Date

ITRON, INC.



Authorized Representative

PHILIP C. MEZZY
President and Chief Operating Officer - Energy
Itron, Inc.

Title

29 OCT 12
Date

**AMENDMENT 2
TO
NISOURCE CORPORATE SERVICES COMPANY
MATERIALS AND EQUIPMENT AGREEMENT
No. R12NI-003**

This Amendment Number 02 ("Amendment") is entered into by and between Itron, Inc. ("Seller") and NiSource Corporate Services Company ("Buyer").

WHEREAS, Seller and Buyer entered into a Materials and Equipment Agreement, effective February 24, 2009 to February 23, 2014 ("Agreement") for the purchase of various types of automated meter reading (AMR) units and amended the Agreement with Amendment 01 dated November 23, 2009 to provide for the purchase of up to three hundred sixty thousand (360,000) AMR units under said Agreement by Buyer's Affiliate, Columbia Gas of Ohio, from Seller for the time period December 01, 2009 through December 31, 2010.

NOW, THEREFORE, inconsideration of the mutual covenants herein, the parties agree as follows:

1. Seller and Buyer wish to extend the term of the Agreement to December 31, 2015.
2. Buyer wishes to change the product purchased from the 40GB to the 100G for the ERTS shipped to Columbia Gas of Ohio after December 1, 2010 for a per unit price [REDACTED]
3. Seller and Buyer wish to set forth the unit price of [REDACTED] for up to [REDACTED] additional 100G residential ERTs being purchased by Seller's affiliates; NIPSCO, Columbia Gas of PA, Columbia Gas of KY, Columbia Gas of VA, and the ERTs shipped to other locations to be purchased over the next five years.

The provisions of the Agreement not specifically addressed herein shall remain in full force and effect as they appear in the Agreement.

NISOURCE CORPORATE SERVICES COMPANY

Signature: _____

Name: Michael Imhoff

(print or type)

Title: VP, Supply Chain

Date Signed: 11/19/10

SELLER:

Signature: _____

Name: CRAIG A. HITESHEW

(print or type) Vice President - Finance

Title: Itron North America

Date Signed: 11/16/10



Electric / Gas / Water
Information collection, analysis and application
2111 N. Moller Rd.
Liberty Lake, WA 99019
Fax: 866-787-8910
www.itron.com

Pricing Summary for

NiSource

October 29, 2010
BMR# 8483-10 Ver1 Oct

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Endpoints						
1	ERG-9000-300	100G Datalogging Residential Gas Module	[REDACTED]	[REDACTED]	[REDACTED]	(1,3)
2	ERG-5002-XXX	100G Datalogging Commercial/Remote Gas Module	TBD	[REDACTED]	TBD	(3)
		Total			[REDACTED]	

Notes and Assumptions

- (1) The [REDACTED] 100G Gas modules quoted above, which are an additional quantity to the current contract agreement, are for NIPSCO, Columbia Gas of PA, Columbia Gas of KY, Columbia Gas of VA, and other locations to be purchased over the next five years.
- (2) Taxes and freight are not included. Prices are in US dollars. Prices are valid until December 31, 2016.
- (3) Residential 100G Gas Modules are packaged and sold in quantities of [REDACTED]. Commercial Gas Modules are sold in quantities of [REDACTED].
- (4) A surcharge of [REDACTED] will apply for ordering endpoints in less than box quantities.

AMENDMENT NUMBER 01
TO
NISOURCE CORPORATE SERVICES COMPANY
MATERIALS AND EQUIPMENT AGREEMENT
No. R12NI-003

This Amendment Number 01 ("Amendment") is entered into by and between Itron, Inc. ("Seller") and NiSource Corporate Services Company ("Buyer").

WHEREAS, the parties entered into a Materials and Equipment Agreement, effective February 24, 2009 to February 23, 2014 ("Agreement") for the purchase of various types of automated meter reading (AMR) units; and

WHEREAS, the parties agree to amend the Agreement to provide for the purchase of up to three hundred sixty thousand (360,000) AMR units under said agreement by Buyer's Affiliate, Columbia Gas of Ohio, from Seller for the time period December 01, 2009 through December 31, 2010 with payment terms described below.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Effective Date of this Amendment Number 01 shall be December 01, 2009.
2. The Term of Amendment Number 01 is from December 1, 2009 through December 31, 2010.
3. During the term of this Amendment Buyer's affiliate, Columbia Gas of Ohio, agrees to purchase up to three hundred and sixty thousand (360,000) AMR units of the type specified by Columbia Gas of Ohio.
4. Columbia Gas of Ohio agrees to pay Seller [REDACTED] Columbia Gas of Ohio, agrees to make an initial payment to Seller in the amount of [REDACTED] by January 31, 2010. Columbia Gas of Ohio agrees to pay Seller the balance of [REDACTED] January, 31, 2011. Itron will issue invoices on January 1, 2010 and December 31, 2010, respectively. If actual amounts owed to Seller are greater than set forth in this Section 4, Seller shall invoice Columbia Gas of Ohio the difference in accordance with the Agreement.
5. Seller hereby agrees to deliver 60,000 AMR units by December 31, 2009, with the balance of 300,000 units to be delivered as requested by Buyer over the Term of the Amendment.

EXHIBIT A

ITEM	ITEM DESCRIPTION	ANNUAL QTY	PER METER PRICE*
1	Residential Class Diaphragm Gas Meter, 250 Class, Temp Compensated, 20Lt Connection	15,000	[REDACTED]
2	Residential Class Diaphragm Gas Meter, 250 Class, Temp Compensated, 20Lt Connection	90,000	[REDACTED]
3	Residential Class Diaphragm Gas Meter, 250 Class, Temp Compensated, 20Lt Connection - provide per meter price for storage/programming/installation of AMR ERT*	1	[REDACTED]

*Prices based on purchase of specified quantity. Please refer to tiered pricing below for other quantities.

Annual Volume	METRIS TC Unit Price	ERT Installation Adder per meter Unit Price
1,001 - 5,000	[REDACTED]	[REDACTED]
5,001 - 20,000	[REDACTED]	[REDACTED]
20,001 - 40,000	[REDACTED]	[REDACTED]
40,001 - 75,000	[REDACTED]	[REDACTED]
75,001 +	[REDACTED]	included

Pricing provided is freight allowed for full truckload shipments only. Less than full truckload will ship PrePay & Add, bestway.

The cost to program and install ERTs will be discounted by [REDACTED] for annual purchase commitment over [REDACTED] METRIS meters. NiSource to supply ERT modules. For annual purchase commitment above [REDACTED] units, the ERT adder for programming and installation ERTs will be included in the cost of the meter.

Additional fees will apply for pressure compensated indexes, barcode labels, and Installation and programming of non-Itron ERT units.

NiSource's Integrated Supplier McJunkin Redman Corporation, will purchase meters on behalf of NiSource through Itron at the prescribed rates shown above. McJunkin Redman Corporation will distribute meters to NiSource's Distribution Companies.

Prices are valid from February 24, 2009 through February 23, 2014.



EXHIBIT B

2111 N. Moltar Rd.
Liberty Lake, WA 99019

toll free: 800-836-6481
fax: 866-787-6910
www.itron.com

Mobile Automated Meter Reading (AMR) System

Best & Final Pricing

NiSource

Based upon BMR# 6063A-00 Ver6 Apr
Dated April 8, 2009

Item	Description	Part Number	Qty	Unit Price	Extended Price
40 GB Endpoints					
1	ERT 40 GB, Residential or Rotary Gas Meter Module	ERG-9000-004	1,600,000		
2	ERT 40 GB, Commercial or Remote Gas Meter Module	ERG-9000-COM	TBD		TBD
3	40 G and 40 GB Sprague 1A Adapter Plate/Meter Installation kit	CFG-0015-001	TBD		TBD
100G Endpoint Option					
4	ERT 100G, Residential or Rotary Gas Meter Module	ERG-9000-100	TBD		TBD
5	ERT 100G, Commercial or Remote Gas Meter Module	ERG-9000-COM	TBD		TBD
				Endpoint Total	
Hardware					
6	Mobile Collection 3.0 and Mapping Solution	MC3XR	25		
	MC3, XR-1, Ship Kit Permanent	DCU-5302-101	25	Included	Included
Includes: USB flash thumb drive for file transfer, Shipping/Carrying Container, Vehicle Installation Kit, Power Cables, Antenna, and Gaskets					
7	FC200SR, SRead RADIO, CE.NET 4.2, 256/512MB CF	FC200SR	72		
8	Ethemet Multi-Drop Desk Dock, for 6 Unike	OEM-0065-046-R	12		
9	FC200R/SR Lithium-Ion Battery (3,000 mAh)	OEM-0065-033-R	TBD		TBD
				Hardware Subtotal	
				MC3 Discount	
				Handheld Discount	
				Hardware Total	
				TOTAL	
Optional Items					
Passive Radiators					
	Passive Radiator for ERT 40 G and 40 GB, Sprague Residential, Qty's	CFG-0009-001	TBD		TBD
	Passive Radiator for ERT 40 G and 40 GB, American Residential, Qty's	CFG-0009-002	TBD		TBD
	Passive Radiator for ERT 40 G and 40GB, Sensus/Invensys/Equimeter/Rockwell Residential, Qty's 100,020 +	CFG-0009-003	TBD		TBD
Covers					
	Index Cover, 100G American	MLD-0200-002	TBD		TBD
	Index Cover, 100G Rockwell	MLD-0200-006	TBD		TBD
	Index Cover, 40 G and 40 GB American	MLD-0003-002	TBD		TBD
	Index Cover, 40 G and 40 GB Sensus/Invensys/Equimeter/Rockwell	MLD-0003-012	TBD		TBD
	Index Cover, 40 G and 40 GB Sprague/Schlumberger/Actaris	MLD-0003-003	TBD		TBD
	Index Cover, 40 G and 40 GB National/Lancaster	MLD-0005-002	TBD		TBD
	Index Cover, 40 G and 40 GB American 5 Metric	MLD-0003-026	TBD		TBD
	40G and 40 GB American Commercial Window Lens	MLD-0003-021	TBD		TBD
	Two hole clear cover Sprague, 40G/40GB	MLD-0003-031	TBD		TBD
	100G CLEAR COVER, ROCKWELL	MLD-0200-006	TBD		TBD
Tamper Seals					
	Red Tamper Seals for 40G, 40GB, 40W-1/50W-1 PIT ERT's, 60/bag	OPT-0002-001	TBD		TBD

Notes and Assumptions:

Endpoints

- (1) 40 GB and 100G Endpoint pricing is a fixed price from February 24, 2009 through February 23, 2014 with a minimum commitment of [redacted] ERT's over the term. 2009 required minimum is [redacted] residential class ERT's.
- (2) Buyer will provide Seller the opportunity to increase its current share of Buyer's gas meter and regulator business, over the term of the Agreement. Buyer also agrees to evaluate, for approval to purchase, the new Datus gas meter and the new Itron remote disconnect Metris meter.
- (3) Residential 40 GB Gas Modules, remote and rotary are packaged and sold in quantities of [redacted]. Commercial Gas Modules are sold in quantities of [redacted].
- (4) Residential 100G Gas Modules are packaged and sold in quantities of [redacted]. Commercial Gas Modules are sold in quantities of [redacted].
- (5) A surcharge of [redacted] will apply for ordering ERT quantities less than box quantities.

Hardware

- (6) Quantity of mobile collectors is an estimate based on densities across Buyer's territory. Final quantity may change based on Buyer's needs.
- (7) Quantity of handheld computers is an estimate based on additional installers required. Final quantity may change based on Buyer's needs.
- (8) Seller will provide [redacted] discount on new FC platform handhelds to Buyer for Meter Reading purposes upon the migration from integrator to FCS meter reading software. The amount of handhelds will be determined based on Buyer's actual need. Seller offers this discount on these handhelds up to a maximum quantity of [redacted]. Delivery of these handhelds will be mutually agreed upon during the term of the Agreement.

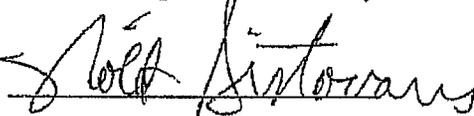
Seller will provide free disposal of the existing G5 handheld platform to Buyer, with Buyer responsible for shipping such handhelds to an identified Seller.

DELEGATION OF AUTHORITY

I, Violet Sistovaris, Senior Vice President, Administrative Services and CIO of NISource Corporate Services, do hereby appoint Martin Zain, (hereinafter referred to as "Delegate"), Director of Supply Chain Services of NISource Corporate Services Company, as my Agent and Delegate, effective for the period beginning May 1, 2009, and ending on May 31, 2009, for purposes of approving all vouchers up to [REDACTED] and other transactions requiring my approval during this period.

This Delegation of Authority shall continue until the earlier of the date a) expressly stated in this delegation of authority, b) the Company expressly revokes this delegation, c) a successor is appointed, d) the Delegate is no longer an employee of the Company in the position identified above, or e) six months from the date the delegation period began.

This Delegation of Authority is hereby authorized on 4/30/09
(date)

By: 
Violet Sistovaris

Cc: Supply Chain Management Team
Susan Taylor (Segment Controller NCS)

ID # 10196

Nisource Supply Chain Agreement Summary Recommendation

To: Martin Zain

Date: 5/11/2009

Itron, Inc.

Agreement Source	Approval List
Business Unit: Nisource Corporate Services	<input checked="" type="checkbox"/> Business Unit Brad Bohrer
SC Segment: Gas Distribution	<input checked="" type="checkbox"/> Legal Todd Rodgers
Supply Chain Consultant: Walt Van Der Kar	<input type="checkbox"/> Risk Management
Project Sponsor: Steve Heatwole/Lisa Carmean	<input type="checkbox"/> Consultation
Supplier: Itron, Inc.	<input checked="" type="checkbox"/> Other Ray Irvin
Supplier Experience: New Supplier	Audit

Description Length of Agreement: 5 Years Agreement Type: MEA Option to Renew?

Itron will be providing natural gas meters as well as Automatic Meter Reading devices for the Columbia Distribution Companies per the request of Brad Bohrer. Mr. Bohrer is a manager in the Customer Programs Department and reports to Lisa Carmean.

Exception Clauses Agreement Template: Modified Template

The MEA came back from Itron marked up with proposed edits and changes in many sections of the agreement. Walt Van Der Kar and Dave Griffin of Supply Chain worked with Todd Rodgers (Legal), Ray Irvin (Audit) and Brad Bohrer (BU) and the Itron team to work through the proposed changes. Sections Changed include:

- 3 - Insurance
Such certificates confirm compliance with the terms of this Agreement.
- 4b- Indemnification
4b is struck as it applies to Construction, not material.
- 7 - Warranties and Remedies
Itron wanted to have Warranty for meters run only one year. They also did not want to include calibration language stating that 85% of each meter shipment will maintain their factory set point of calibration +/- 2%. Ultimately got them to agree on a 15 Year Warranty or the measurement of > one million cubic feet of gas by the meter or until the meter is replaced by Buyer in connection with a periodic change-out (whichever comes first) as far as Warranty goes. Also got them to agree to keeping the calibration language.
- 8 - Conditions of Payment
For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Supplier may be entitled, Supplier may charge Buyer a late fee of one percent per month applied against undisputed overdue amounts.
- 9 - Risk of Loss/ Warranty of Title
Unless otherwise agreed by the Parties, Seller will make arrangements with its carrier to deliver Material to Buyer's location at Buyer's expense. Title to the Equipment and risk of loss shall pass to Buyer upon delivery.
- 10 - Seller's Default and Buyer's Remedies
The prevailing party shall be entitled to collect its reasonable attorneys' fees and costs, including expert and consulting fees, incurred
- 13 b - Mediation and Arbitration
At the location closest agreed to by the parties - deleted "closest"
- 15- Right to Audit and Inspect
If any additional information is required regarding these changes to Itron's MEA, additional files are available with Walt Van Der Kar.

Agreement Additions

- Requirements Agreement?
- Penalty Clauses?
- Critical Supply Area?
- All Affiliates Individual Affiliates:

Sourcing Detail Strategic Sourcing Event Tactical Sourcing

Sourcing Approach Bid/RFP
of Bidders 2

Sourcing Approach Comments

<u>Estimated Annual Spend</u> ██████████	<u>Savings One-Time:</u> ██████████	<u>Savings Annual:</u> \$0.00
---------------------------------------------	----------------------------------------	----------------------------------



Electric / Gas / Water
 Information collection, analysis and application
 2111 N. Moller Rd.
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 fax: 888-787-6910
 www.Itron.com

Pricing Summary for
NiSource/NIPSCO

BMR# 1035-12 Ver3 Sep
 September 28, 2012

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Software						
1	FDM E	Field Deployment Manager From 1,000,001-2,000,000 Endpoints EPLP Migration Discount	1	[REDACTED]	[REDACTED]	(1)
Professional Services						
2	Services	FDM Implementation Services				(2)
		Project Mgt and Admin	90	[REDACTED]	[REDACTED]	
		Requirements & Signoff	120	[REDACTED]	[REDACTED]	
		Workflows Development & Initial Test	120	[REDACTED]	[REDACTED]	
		Local FDM Server configuration/support	36	[REDACTED]	[REDACTED]	
		Testing	120	[REDACTED]	[REDACTED]	
		Tester Training	24	[REDACTED]	[REDACTED]	
		Remote, Off-site support during Testing period	56	[REDACTED]	[REDACTED]	
		Training prep and documentation prep	10	[REDACTED]	[REDACTED]	
		Inventory & HH prep & training - onsite	24	[REDACTED]	[REDACTED]	
		NIPSCO Dispatcher / Manager / FSR Training	48	[REDACTED]	[REDACTED]	
		Contractor Dispatcher / Manager / FSR Training and Go Live Support	48	[REDACTED]	[REDACTED]	
		Go Live Support - Remote	40	[REDACTED]	[REDACTED]	
		Workflow Changes	10	[REDACTED]	[REDACTED]	
		Transition to Support	10	[REDACTED]	[REDACTED]	
		Travel hours	112	[REDACTED]	[REDACTED]	
		Project Close	5	[REDACTED]	[REDACTED]	
		Total Professional Services			[REDACTED]	
		Total			[REDACTED]	
Annual Maintenance						
3	Maintenance	Field Deployment Manager Incremental from 1,000,001-2,000,000 Endpoints	1	[REDACTED]	[REDACTED]	(3)

Notes and Assumptions

- (1) FDM License discount based on inclusion in corporate NiSource license
- (2) Please refer to Itron SOW CW1091925, dated September 24, 2012 for details. Travel expenses are not included in this estimate and will be billed at actual.
- (3) Prices specified are estimates only and NIPSCO will be invoiced on a time and materials basis at actual cost.
- (4) Software Maintenance start date is date specified in the Software License and Maintenance Agreement or the Software Maintenance Agreement.
- (5) Freight and taxes are not included. Prices are in US dollars. Prices are valid for 90 days.

Exhibit B

Hourly Rates for Implementation, Consulting, Customization, & Integration

Effective January 1, 2012. Prices are valid through December 31, 2013.

Personnel Classification	Standard Hourly Rate
Project Executive / Program Manager	
Business Consultant	
Lead Technical Consultant	
Project Manager	
Technical Consultant (Application, Integration, Data, System Administration)	
Installation Manager	
RF Network Engineer	
Field Services Engineer	
Project / Business Analyst	

Post Installation Technical Phone Support	Hourly Rate
Product Support Engineer (for customers without a maintenance agreement)	
Extended support for maintenance customers	Mon. through Fri. 5 pm to 5 am PST
	Saturday and Sunday
	Holidays

Itron Responsibility Matrix

Project Roles	Role Description
Project Executive / Program Manager	The Project Executive is the senior member of the delivery team, responsible for overall client satisfaction and delivery of contracted services. The Project Executive has extensive utility and contract experience. The Project Executive serves as the single point of accountability to resolve issues, manage progress, and ensure successful implementation of the project. The Project Executive builds and maintains executive relationships with the customer, systems integrator, installation contractor, and is accountable for overall project success. The Project Executive usually has a seat on the Utilities Projects Program Management Office.
Project Manager	Is the main point of contact for the Project. Involved from the Project kickoff to Project completion. Responsible for managing scope, cost, resources and the day-to-day activities of other consultants working on your Project. In addition, this individual will also be responsible for overseeing solution design, testing and training activities.
Lead Technical Consultant	Leads overall system design, including technical architecture, data flow, systems integration, systems configuration and system scalability. Has a strong understanding of Itron systems, communication protocols, technology platforms, and legacy utility systems that must work together to delivery the project needs and objectives.
Business Consultant	Itron Business Consultants complement the Technical Consultant with deep product understanding to exploit the product's functionality to meet business objectives. They focus on the customer's business requirements, identify any gaps, and recommend how to best configure the system to meet specific business objectives and business process needs. They frequently play an active role on project specific documentation (gaps, test plans, "to-be" process, and training) as well as conducting system testing.
Technical Consultant	Responsible for the design, installation, configuration, technical training and testing of Itron systems. Works with the utility or third party contractors on data flow and integrating Itron systems into the larger utility solution. Leads technical systems testing.

DELEGATION OF AUTHORITY

I, Violet Sistovaris, Senior Vice President, Administrative Services and CIO of NiSource Corporate Services, do hereby appoint Martin Zain, (hereinafter referred to as "Delegate"), Director of Supply Chain Services of NiSource Corporate Services Company, as my Agent and Delegate, effective for the period beginning July 1, 2009, and ending on July 31, 2009, for purposes of approving all vouchers up to [REDACTED] and other transactions requiring my approval during this period.

This Delegation of Authority shall continue until the earlier of the date a) expressly stated in this delegation of authority, b) the Company expressly revokes this delegation, c) a successor is appointed, d) the Delegate is no longer an employee of the Company in the position identified above, or e) six months from the date the delegation period began.

This Delegation of Authority is hereby authorized on July 1, 2009.
(date)

By: Violet Sistovaris
Violet Sistovaris

Cc: Supply Chain Management Team
Susan Taylor (Segment Controller NCS)



2111 N. Moller Rd.
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Exhibit A

Mobile Automated Meter Reading (AMR) System **Best & Final Pricing**

NiSource

BMR# 5663B-08 Ver7 Jul
July 1, 2009

Item	Description	Part Number	Qty	Unit Price	Extended Price
Software					
1	FCS Software License up to 2,500,000 Meters	FCSI	1		
2	MAMR System Software Activation for FCS 150,001 meters and up	FCSMAMR	1		
3	Mobile Activation-First Year Support for FCS 150,001 meters and up	FMF Support	1		
4	Endpoint Link Pro Incremental pricing for up to 100 Users	EPL SERVER SWK-0059-003	1		
5	User Seat License Fee - 51 -100 Additional 72 Users	EPL USER LIC E#DISP E	72		
6	Orion Third Party Software	SFL-0633-001	TBD		
				Software Total	
Professional Services					
7	FCS Software Implementation Services	Services	1		
8	Project Management Services	Services	1		
9	PTR Implementation and Operation	Services	1		
				Services Total	
				TOTAL	
Annual Maintenance					
10	Mobile Collection 3.0 and Mapping Solution	Maintenance	25	Per Unit	Annual Fee
11	FC200SR, SRead RADIO, CE.NET 4.2, 256/512MB CF	Maintenance	72		
12	Ethernet Multi-Drop Desk Dock, for 6 Units	Maintenance	12		
13	FCS Software License up to 2,500,000 Meters	Maintenance	1		
14	Endpoint Link Pro Incremental pricing for up to 100 Users	Maintenance	1		
15	User Seat License Fee - 51 -100 Additional 72 Users	Maintenance	72		
				Annual Maintenance Total	



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Exhibit A

Mobile Automated Meter Reading (AMR) System

Best & Final Pricing

NiSource

BMR# 5663B-08 Ver7 Jul
July 1, 2009

Optional Items

MV-RS

16	MVRS Software License - 1,500,001-2,000,000 Meters Serviced	MVRS N	1.		
	First Year Customer Support	Support	1		
17	MVRS Software Implementation Services	Services	1		
18	MVRS Software License - 1,500,001-2,000,000 Meters Serviced	Maintenance	1		

Disposal

19	All 40G Series Residential (Non Mercury)	EDS-1001-001	TBD		TBD
20	All 40G Series Residential (Mercury)	EDS-0001-001	TBD		TBD
21	All 40G Series Remote ((Non Mercury)	EDS-1001-003	TBD		TBD
22	All 40G Series Remote (Mercury)	EDS-0001-003	TBD		TBD
23	All 40G Series Commercial (Non Mercury)	EDS-1001-002	TBD		TBD
24	All 40G Series Commercial (Mercury)	EDS-0001-002	TBD		TBD



2111 N. Molter Rd.
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Exhibit A

Mobile Automated Meter Reading (AMR) System

Best & Final Pricing

NISource

BMR# 5663B-08 Ver7 Jul
July 1, 2009

Notes and Assumptions

Software

- (1) If additional servers are required for Endpoint Link Pro Software, NISource will need to purchase extra Orion Software Licenses.
- (2) Itron will discount the FCS license for NISource at a rate of [redacted] per year that NISource was paying for their current meter reading software system. Itron will work with NISource to agree on the number of years that Integrator was under a maintenance agreement and will discount the FCS system by the subsequent amount. For example, if 10 years on maintenance, then the discount would be [redacted] discount.
- (3) Warranty period for all Seller Software (with the exception of MVRS) is [redacted] days from the date of shipment. Warranty Period for MVRS is one year from the date of shipment.
- (4) Beginning upon the warranty start date for FCS Software, and Integrator software maintenance fees prepaid by NISource shall be applied to either a) an extended FCS software warranty or b) as credit toward FCS annual maintenance charges.

Professional Services

- (4) Professional Services estimate is based on preliminary information and is subject to change. Estimate will be revised after completion of a detailed requirements analysis, thorough discussion with the customer, and development of a mutually agreed upon, Statement of Work. Itron standard hourly rates range from [redacted]

FCS Software Implementation:

The FCS Software Implementation estimate above quotes a total of [redacted]. Itron FCS deployment is expected to take approximately 13 weeks and includes the following tasks. Most of these tasks will be assigned to a Technical Consultant, with some potential participation of Itron development staff:

- Project management and communications = 16
- Planning: kick-off meeting and SOW = 16
- Planning: gap analysis evaluation = 48
- Design: remote support, pre-installation activities = 26
- Build: system installation, configuration and training; system test support = 82
- Build: Training - dispatcher, FSR, mobile = 128
- Run: Go Live Support - onsite and remote = 56
- Transfer: transition to long-term support and project close = 6

Project Management Services:

The Project Management Services estimate above quotes a total of 763 hours at an hourly rate of [redacted]

Resources: Project Manager

Project Management Services includes a full time resource for the first month of the project and 10 hours per month for the remainder of the 5 years. The project manager is responsible for defining and managing scope; overseeing solution design, testing and training activities; and coordinating various activities of the project.

PTR Software Implementation:

The PTR Software Implementation estimate above quotes a total of 1400 hours at an hourly rate of [redacted]

Resources: Technical Consultant / Developer - 140 hours; Business Consultant - 1,260 hours

PTR Implementation and Operation includes 140 hours for implementation of the Project Tracking and Reporting tool and an additional one hour per day to process inventory and completed installation work order data. The PTR tool is a flexible web-based reporting tool that uses workorder, inventory, and other data files to provide project deployment reporting such as installation progress and route saturation, installer quality metrics, inventory management and reconciliation, and workorder exception reporting. PTR is a critical tool used by Itron, installation contractors, and utility customers as a part of large-scale deployment projects.

- (5) The MV-RS estimate above quotes a total of 287 hours at an hourly rate of [redacted]
- (6) Travel expenses are not included above and will be billed based on actual. Itron estimates \$1 per diem, and 28 airfares for FCS and 16 per diem, and 4 airfares for MV-RS. Estimated travel and expenses are [redacted]
- (7) Itron offers Project Management and Project Tracking and Reporting Services to assist NISource with the deployment effort.
- (8) Itron assumes NISource's current Endpoint Link Pro Implementation will support the deployment effort with no additional charges.

Exhibit A- 1 NISOURCE Maintenance Coverage Summary

SC00003894	Bay State 1441	7	6	10	3	6	3	2	2	MVRS	
SC00001269	Bay State 1441 (QA Hold / Neg.)	2	2	7	2	1	2	1			
SC00001504	Kokomo 1922	7	7							MVRS	
Warranty	Kokomo 5096 (Nov 2009)			6	1						TBD
SC00001552	Nipsco Energy Services 2082	38	28	173	16	25	28			MVRS	TBD
SC00001949	Nipsco Energy Services 2082									MV90xt, etc	
SC00001503	Northern Ind. Fuel & Light (T.Co)	13	13							MVRS	TBD
SFG Membership	NISource Corp Services										
No Maintenance	Columbia Gas / Maryland 11708			2		2	1	1			TBD
SC00000045	Columbia Gas / Ohio 1751	143	133	4	21	3	5	1	1	INTEGRATOR	
ERTs Only	Columbia Gas / Kentucky										
(Offer Pending)	Columbia Gas / Penn 7787	66	66							MVRS	TBD
(Offer Pending)	Columbia Gas / Virginia 3689	40	40	5		1		1		MVRS	TBD

Maintenance Fees / Type: [REDACTED]
Total Maintenance Fees: [REDACTED]

- 1) Table Indicates Maintenance / Subscription status for HW & SW owned and operated by NISource and affiliates.
- 2) Orange type indicates the System HW and SW which are on a Maintenance, Agreement, at the total dollars shown. Coverage will continue under the new Software and Services Agreement.
- 3) Black type indicates System HW and SW shipped to and owned by the NISource location listed. Items are not under maintenance, however Itron will provide new / consolidated offers to insure effective coverage for all NISource locations, under the new Software and Services Agreement.
- 4) Blue type indicates system HW and SW shipped to and owned by NISource location listed, waiting final offer approval. Coverage will be provided under the new Software and Services Agreement.
- 5) NISource owns and operates EndPoint-Link Pro, however the specific ownership and location use is not clear. Configurations and use of EPLP is being researched, with a planned maintenance offer forth-coming.
- 6) Detailed Contract Prints of current contracts are available upon request.

Kokomo Gas & Fuel Company

SN	Description	Start Date	End Date	Qty	Total Amount	
393561	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393573	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393576	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393577	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393578	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393579	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
393581	G5 POD	1-Dec-08	30-Nov-09	1		SC00001504
400070	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400125	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400154	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400185	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400186	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400516	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
400635	G5 HANDHELD	1-Dec-08	30-Nov-09	1		SC00001504
	MVRS SOFTWARE	1-Dec-08	30-Nov-09	1		SC00001504

Columbia Gas of Ohio

Serial Number	Description	Start Date	End Date	Qty	Total Amount
DZGEG6143ZZ3935	FC200 RAPTOR RADIO	1-Jan-09	31-Dec-09	1	SC00000045
DZGEG6143ZZ3939	FC200 RAPTOR RADIO	1-Jan-09	31-Dec-09	1	SC00000045
DZGEG6143ZZ3946	FC200 RAPTOR RADIO	1-Jan-09	31-Dec-09	1	SC00000045
DZGEG6164ZZ6090	FC200 RAPTOR RADIO	1-Jan-09	31-Dec-09	1	SC00000045
DZGEG6164ZZ6096	FC200 RAPTOR RADIO	1-Jan-09	31-Dec-09	1	SC00000045
DZGEG800ZZ2374	FC200 SUPER RAPTOR RADIO	1-Sep-09	31-Dec-09	1	SC00000045
DZGEG8003ZZ2493	FC200 SUPER RAPTOR RADIO	1-Sep-09	31-Dec-09	1	SC00000045
DZGEG8003ZZ2513	FC200 SUPER RAPTOR RADIO	1-Sep-09	31-Dec-09	1	SC00000045
ZZNOR8086Z110010	FC2/R DESK DOCK, ETHERNET	1-Sep-09	31-Dec-09	1	SC00000045
ZZNOR8086Z110016	FC2/R DESK DOCK, ETHERNET	1-Sep-09	31-Dec-09	1	SC00000045
ZZNOR8086Z110009	FC2/R DESK DOCK, ETHERNET	1-Sep-09	31-Dec-09	1	SC00000045
PS96977	FC2/R ETHERNET MULTIDOCK	1-Jan-09	31-Dec-09	1	SC00000045
415018	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415020	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415021	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415022	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415024	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415027	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415029	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415034	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415036	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415038	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415039	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415041	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415042	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415043	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415044	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415048	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415049	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415052	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415057	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415059	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
415264	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
418411	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
418415	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045
418433	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1	SC00000045

419372	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419379	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419384	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419439	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419472	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419490	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419583	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419043	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419040	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419016	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419015	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419014	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419115	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419544	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419047	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419075	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
419054	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
412097	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
412954	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414091	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414100	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414114	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414118	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414120	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414121	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414122	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414126	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414130	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414131	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414132	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414137	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414149	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414157	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414168	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
414979	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
415004	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
415010	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
415011	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
415015	G5 RADIO HANDHELD	1-Jan-09	31-Dec-09	1		SC00000045
72501855	MOBILE COLLECTOR 2	1-Jan-09	31-Dec-09	1		SC00000045

417671	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417677	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417681	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417682	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417684	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417686	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417687	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417688	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417695	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417696	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417698	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417889	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417898	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417913	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417925	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417927	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417928	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417929	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417951	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417955	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417956	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417957	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417958	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417959	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417960	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417961	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417962	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417963	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417964	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417965	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417966	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417967	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417968	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417969	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417970	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417971	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417972	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
417973	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
418021	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
418023	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045

418024	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418025	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418026	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418027	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418028	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418029	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418030	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418031	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418032	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418033	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418034	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418035	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418036	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418037	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418038	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418039	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418040	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418041	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418042	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418043	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418044	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418045	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418150	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418156	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418172	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
418173	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420172	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420173	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420174	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420373	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420374	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420375	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420376	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420377	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420379	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420380	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420381	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420382	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420383	GS POD	1-Jan-09	31-Dec-09	1		SC00000045
420384	GS POD	1-Jan-09	31-Dec-09	1		SC00000045

420385	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420386	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420387	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420388	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420389	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420390	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420391	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420392	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420393	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420394	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420395	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420396	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420397	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
420398	G5 POD	1-Jan-09	31-Dec-09	1		SC00000045
	INTEGRATOR SOFTWARE	1-Jan-09	31-Dec-09	1		SC00000045
	SFTW ENHANCEMENT MAINTENANCE	1-Jan-09	31-Dec-09	1		SC00000045