

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

FORM 8-K

CURRENT REPORT

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

April 20, 2005

Date of Report (Date of Earliest Event Reported)

ITRON, INC.

(Exact Name of Registrant as Specified in its Charter)

Washington

000-22418

91-1011792

(State or Other Jurisdiction
of Incorporation)

(Commission File No.)

(IRS Employer
Identification No.)

2818 N. Sullivan Road, Spokane, WA 99216

(Address of Principal Executive Offices, Zip Code)

(509) 924-9900

(Registrant's Telephone Number, Including Area Code)

None

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

On April 19, 2005, Itron, Inc. ("we," "our" or "the Company") completed two amendments to our \$240 million senior secured credit facility, which consisted of a \$55 million five-year senior secured revolving credit facility (revolver) and a \$185 million seven-year senior secured term loan (term loan). The amendments included a 50 basis point reduction in the term loan interest rate and an increase to our maximum consolidated leverage and consolidated senior debt ratios. In addition, we obtained the ability to increase our revolver commitment to \$75 million at a future date, subject only to the consent of the Lead Arranger, the Administrative Agent and funding commitments from one or more lenders. We also increased our letter of credit limit to \$55 million and have the ability to increase it to \$65 million at a future date.

Our required minimum quarterly principal payments have decreased to \$324,000 for the next 19 quarters (\$1.3 million annually) with the remaining balance to be paid in four installments over the last six quarters. The term loan continues to mature in 2011.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits are filed as part of this report:

Exhibit Number	Description
10.23	Fourth Amendment to the Credit Agreement dated April 19, 2005, and entered into by and among Itron, Inc., several lenders from time to time parties hereto, Bear Stearns Corporate Lending, Inc. and Wells Fargo Bank, National Association and is made with reference to the Credit Agreement dated December 17, 2003.
10.24	Fifth Amendment to the Credit Agreement dated April 19, 2005, and entered into by and among Itron, Inc., several lenders from time to time parties hereto, Bear Stearns Corporate Lending, Inc. and Wells Fargo Bank, National Association and is made with reference to the Credit Agreement dated December 17, 2003.

The information presented in this Current Report on Form 8-K may contain forward-looking statements and certain assumptions upon which such forward-looking statements are in part based. Numerous important factors, including those factors identified in Itron, Inc.'s Annual Report on Form 10-K and other of the Company's filings with the Securities and Exchange Commission, and the fact that the assumptions set forth in this Current Report on Form 8-K could prove incorrect, could cause actual results to differ materially from those contained in such forward-looking statements.

SIGNATURE

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

ITRON, INC.

Dated: April 20, 2005

By: /s/ STEVEN M. HELMBRECHT

Steven M. Helmbrecht
Sr. Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
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10.24	Fifth Amendment to the Credit Agreement dated April 19, 2005, and entered into by and among Itron, Inc., several lenders from time to time parties hereto, Bear Stearns Corporate Lending, Inc. and Wells Fargo Bank, National Association and is made with reference to the Credit Agreement dated December 17, 2003.

FOURTH AMENDMENT
Dated as of April 19, 2005

This FOURTH AMENDMENT (this "Amendment") is entered into among ITRON, INC., a Washington corporation (the "Borrower"), BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner (in such capacity the "Lead Arranger"), BEAR STEARNS CORPORATE LENDING INC., as syndication agent (in such capacity the "Syndication Agent") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent acting upon consent by the Required Lenders (in such capacity the "Administrative Agent").

PRELIMINARY STATEMENTS

1. Reference is made to the Credit Agreement dated as of December 17, 2003 among the Borrower, the Lenders party thereto, the Lead Arranger, the Syndication Agent and the Administrative Agent (as amended by the First Amendment dated as of March 15, 2004, the Second Amendment dated as of May 14, 2004 and the Third Amendment dated as of June 30, 2004, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein are used with the meanings given in the Credit Agreement.

2. The Borrower has requested that the Credit Agreement be amended as herein set forth.

3. The Administrative Agent, acting upon consent by the Required Lenders, and the Lead Arranger and Syndication Agent are willing to enter into such amendment, on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Credit Agreement.

(a) Section 1.1 of the Credit Agreement is amended to add the following new definitions in the appropriate alphabetical order:

(i) "Fourth Amendment": the Fourth Amendment to this Agreement, dated as of April 19, 2005.

(ii) "Fourth Amendment Effective Date": the date on which the Fourth Amendment became effective as set forth in Section 2 thereof.

(iii) "Incremental Amount": at any time, the excess, if any, of (a) \$20,000,000 over (b) the aggregate amount of all Incremental Commitments established prior to such time pursuant to Section 3.15.

(iv) "Incremental Commitment": a new or additional Revolving Commitment permitted by Section 3.15.

(v) "Incremental Commitment Agreement": an agreement delivered by an Incremental Lender, in form and substance reasonably satisfactory to the Lead Arranger and Administrative Agent and accepted by them and the Loan Parties, by which an Incremental Lender approved by the Lead Arranger and Administrative Agent confirms its Incremental Commitment.

(vi) "Incremental Lender": a Lender, Approved Fund or other Person that delivers an Incremental Commitment.

(b) The definition of "L/C Commitment" contained in Section 1.1 of the Credit Agreement is amended so it reads as follows:

"L/C Commitment": \$55,000,000 increasing to not more than \$65,000,000 on a dollar for dollar basis with each Incremental Commitment as it becomes effective.

(c) The Credit Agreement is amended by inserting the following new Section 3.15:

3.15 Increase in Revolving Commitments.

(a) With the consent of the Lead Arranger and the Administrative Agent, the Borrower from time to time may request Incremental Commitments in an amount not to exceed the Incremental Amount from Lenders or other

Persons approved by the Lead Arranger and Administrative Agent willing to provide such Incremental Commitments. No Agent or Lender shall be obligated to deliver or fund any Incremental Commitment. Incremental Commitments shall be in minimum increments of \$1,000,000 and a minimum amount of \$5,000,000 (or, if less, the remaining Incremental Amount).

- (b) No Incremental Commitment shall be effective unless (i) the Borrower delivers to the Administrative Agent an Incremental Commitment Agreement executed and delivered by the Loan Parties and proposed Incremental Lender and such other documentation relating thereto as the Lead Arranger or Administrative Agent may reasonably request and (ii) such Incremental Commitment Agreement is acceptable to, and accepted by, the Lead Arranger and the Administrative Agent. Each Incremental Commitment Agreement shall constitute a Loan Document and, to the extent set forth therein, an amendment of this Agreement, and such amendment shall be effective when and as set forth therein and need not be executed, delivered or consented to by any other Agent or Lender.
- (c) The Administrative Agent shall promptly notify each Lender whenever any Incremental Commitment becomes effective.
- (d) No Incremental Commitment Agreement shall become effective unless the Administrative Agent has received (i) a certificate executed by a Responsible Officer of the Borrower to the effect that the conditions set forth in Sections 6.2(a) and 6.2(b) are satisfied on the date the Incremental Commitment Agreement is delivered to the Administrative Agent and on its proposed effective date and (ii) such additional Security Documents, legal opinions, board resolutions, certificates and documentation as may be required by such Incremental Commitment Agreement or reasonably requested by the Administrative Agent.

(e) The Administrative Agent may reset Interest Periods for outstanding Eurodollar Tranches, require repayment of non-pro rata fundings of Revolving Loans and take other such action as it may deem appropriate to cause all Revolving Commitments to be funded on a pro rata basis and all Revolving Loans to be included on a pro rate basis in each outstanding Borrowing of Revolving Loans, and the Borrowers agree that Section 4.11 shall apply to any conversion of Eurodollar Loans to Base Rate Loans or other reset of Interest Periods or repayment of Revolving Loans required by the Administrative Agent to effect the foregoing.

(d) The table in Section 8.1(a) of the Credit Agreement is amended by inserting "3.75" in place of the amount set forth opposite "June 30, 2005" and by inserting "3.50" in place of the amount set forth opposite "September 30, 2005".

(e) The table in Section 8.1(b) of the Credit Agreement is amended by inserting "1.90" in place of the amount set forth opposite "June 30, 2005" and by inserting "1.75" in place of the amount set forth opposite "September 30, 2005".

SECTION 2. Conditions to Effectiveness. The amendments contained in Section 1 shall be effective upon satisfaction of each of the following conditions precedent on or before April 19, 2005:

(a) The Administrative Agent shall have executed this Amendment, shall have received written authorization to execute this Amendment from Lenders constituting the Required Lenders and shall have received counterparts of this Amendment executed by the Lead Arranger, the Syndication Agent and the Borrower and counterparts of the Consent appended hereto (the "Consent") executed by the Grantors, as defined in the Guarantee and Collateral Agreement (the "Grantors").

(b) All fees and expense reimbursements payable by any Loan Party to any Agent shall have been paid.

(c) The Administrative Agent shall have received such legal opinions, certificates documents and instruments as any Agent may reasonably request..

SECTION 3. Representations and Warranties.

The Borrower represents and warrants that:

(a) Authority. The Borrower has the requisite power and authority to execute, deliver and perform its obligations under this Amendment. Each Grantor has the requisite power and authority to execute, deliver and perform its obligations under the Consent and the Loan Documents, as amended hereby. The execution, delivery and performance by the Borrower of this Amendment and by the Grantors of the Consent, and the performance by each Loan Party of each Loan Document (as amended hereby) to which it is a party have been duly approved by all necessary organizational action of such Loan Party.

(b) Enforceability. This Amendment has been duly executed and delivered by the Borrower and the Consent has been duly executed and delivered by each Grantor. When this Amendment becomes effective as set forth in Section 2, each of this Amendment, the Consent and each Loan Document (as amended hereby) is the legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law).

(c) Representations and Warranties. The representations and warranties made by each Loan Party in the Loan Documents are true and correct in all material respects on the date hereof, and will be true and correct in all material respects when this Amendment becomes effective, both before and after giving effect to this Amendment, except to the extent that such representations and warranties refer to an earlier date (in which case they are true and correct in all material respects as of such earlier date).

(d) No Default. No Default has occurred and is continuing.

SECTION 4. Reference to and Effect on the Loan Documents.

(a) If and when this Amendment becomes effective, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

(b) The Credit Agreement, as amended hereby, and the Guarantee and Collateral Agreement and the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all obligations under and as defined in the Credit Agreement, as amended hereby.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents or constitute, except as expressly set forth herein, a waiver or amendment of any provision of any of the Loan Documents.

(d) This Amendment is a Loan Document. The provisions of Sections 11.12 and 11.16 of the Credit Agreement shall apply with like effect to this Amendment.

SECTION 5. Counterparts. This Amendment and the Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment (or any authorization to execute this Amendment) or the Consent by facsimile shall be effective as delivery of a manually executed counterpart thereof.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

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

ITRON, INC.

By: /s/ Steven M. Helmbrecht

Name: Steven M. Helmbrecht
Title: S.V.P. and C.F.O.

BEAR, STEARNS & CO. INC.,
as Lead Arranger

By: /s/ Richard Bram Smith

Name: Richard Bram Smith
Title: Senior Managing Director

BEAR STEARNS CORPORATE LENDING INC.,
individually and as Syndication Agent

By: /s/ Richard Bram Smith

Name: Richard Bram Smith
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
individually and as Administrative Agent

By: /s/ Tom Beil

Name: Tom Beil
Title: V.P. & SR. Relationship Manager

FIFTH AMENDMENT
Dated as of April 19, 2005

This FIFTH AMENDMENT (this "Amendment") is entered into among ITRON, INC., a Washington corporation (the "Borrower"), the Tranche C Term Lenders party hereto, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner (in such capacity the "Lead Arranger"), BEAR STEARNS CORPORATE LENDING INC., as syndication agent (in such capacity the "Syndication Agent") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity the "Administrative Agent").

PRELIMINARY STATEMENTS

1. Reference is made to the Credit Agreement dated as of December 17, 2003 among the Borrower, the Lenders party thereto, the Lead Arranger, the Syndication Agent and the Administrative Agent (as amended by the First Amendment dated as of March 15, 2004, the Second Amendment dated as of May 14, 2004, the Third Amendment dated as of June 30, 2004 and, if it becomes effective in accordance with its terms, the Fourth Amendment dated as of April 19, 2005, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein are used with the meanings given in the Credit Agreement. Capitalized terms defined in Section 1 are used herein as so defined.

2. The Borrower has requested that the Credit Agreement be amended as herein set forth.

3. The parties hereto are willing to enter into such amendment, on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Credit Agreement.

(a) Section 1.1 of the Credit Agreement is amended to add the following new definitions in the appropriate alphabetical order:

(i) "Additional Tranche C Term Loans": term loans funded on the Fifth Amendment Effective Date as set forth in Section 2(b) of the Fifth Amendment.

(ii) "Additional Tranche C Term Lender": each Person that agrees, in a Tranche C Addendum, to fund an Additional Tranche C Term Loan on the Fifth Amendment Effective Date.

(iii) "Conversion Notice": A Conversion Notice substantially in the form of Annex 1 to the Fifth Amendment.

(iv) "Fifth Amendment": the Fifth Amendment to this Agreement, dated as of April 19, 2005.

(v) "Fifth Amendment Effective Date": the date on which the Fifth Amendment became effective as set forth in Section 2 thereof.

(vi) "Tranche C Addendum": an instrument satisfactory to and accepted by the Lead Arranger and Administrative Agent, by which an Additional Tranche C Term Lender approved by them becomes a party to this Agreement as Lender on the Fifth Amendment Effective Date.

(vii) "Tranche C Term Lender": each Lender that holds a Tranche C Term Loan.

(viii) "Tranche C Term Loan": the collective reference to all Tranche B Term Loans converted to Tranche C Term Loans pursuant to a Conversion Notice and all Additional Tranche C Term Loans.

(ix) "Tranche C Term Percentage": as to any Tranche C Term Lender at any time, the percentage which the aggregate principal amount of such Lender's Tranche C Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche C Term Loans then outstanding.

(b) The definition of "Applicable Margin" contained in Section 1.1 of the Credit Agreement is amended by inserting the following row at the bottom of the

table set forth therein:

----- Tranche C Term Loans	1.75%	0.75%
-----	-----	-----

(c) The definition of "Facility" contained in Section 1.1 of the Credit Agreement is amended (i) to re-letter clause (b) as clause (c) and (ii) to insert the following new clause (b):

(b) the Tranche C Term Loans (the "Tranche C Term Loan Facility")

(d) The definition of "Interest Period" contained in Section 1.1 of the Credit Agreement is amended to change "Tranche B Term Loans" to "Tranche C Term Loans".

(e) The definition of "Term Lenders" contained in Section 1.1 of the Credit Agreement is amended to change "Tranche B Term Lenders" to "Tranche C Term Lenders".

(f) The definition of "Term Loans" contained in Section 1.1 of the Credit Agreement is amended to change "Tranche B Term Loans" to "Tranche C Term Loans".

(g) Section 2.1 of the Credit Agreement is amended by inserting the following sentence at the end thereof:

On the Fifth Amendment Effective Date, all Tranche B Term Loans subject to Conversion Notices delivered by Tranche B Term Lenders shall be converted to Tranche C Term Loans and shall constitute, with all Additional Tranche C Term Loans, outstanding Tranche C Term Loans. The Tranche C Term Loans shall initially be Eurodollar Loans having a one-month Interest Period commencing on the Fifth Amendment Effective Date.

(h) Section 2.3 of the Credit Agreement is amended to insert the following at the end thereof:

The Tranche C Term Loan of each Tranche C Term Lender shall mature in 23 consecutive quarterly installments, commencing on June 30, 2005, each of which shall be in an amount equal to such Lender's Tranche C Term Percentage multiplied by the amount set forth below opposite such installment:

Installment -----	Principal Amount -----
-----	-----
June 30, 2005	\$324,031.25
-----	-----
September 30, 2005	\$324,031.25
-----	-----
December 31, 2005	\$324,031.25
-----	-----
March 31, 2006	\$324,031.25
-----	-----
June 30, 2006	\$324,031.25
-----	-----
September 30, 2006	\$324,031.25
-----	-----
December 31, 2006	\$324,031.25
-----	-----
March 31, 2007	\$324,031.25
-----	-----
June 30, 2007	\$324,031.25
-----	-----
September 30, 2007	\$324,031.25
-----	-----
December 31, 2007	\$324,031.25
-----	-----
March 31, 2008	\$324,031.25
-----	-----
June 30, 2008	\$324,031.25
-----	-----
September 30, 2008	\$324,031.25
-----	-----
December 31, 2008	\$324,031.25
-----	-----
March 31, 2009	\$324,031.25
-----	-----
June 30, 2009	\$324,031.25
-----	-----
September 30, 2009	\$324,031.25
-----	-----
December 31, 2009	\$324,031.25
-----	-----
March 31, 2010	\$30,863,976.56
-----	-----
June 30, 2010	\$30,863,976.56
-----	-----
September 30, 2010	\$30,863,976.56
-----	-----
The date which is the seventh anniversary of the Closing Date	\$30,863,976.57
-----	-----

In any event, the outstanding balance of the Tranche C Term Loans shall be due and payable in full on the seventh anniversary of the Closing Date.

(i) Section 3.1(a) of the Credit Agreement is amended by inserting "Tranche B" immediately prior to "Term Loans" in the last sentence thereof.

(j) Section 3.5(a) of the Credit Agreement is amended by inserting "Tranche B" immediately prior to "Term Lender" in the three places where "Term Lender" appears.

(k) Section 4.8(a) of the Credit Agreement is amended to change "Tranche B Term Percentages" to "Tranche C Term Percentages".

(l) Section 4.8(b) of the Credit Agreement is amended to delete "Tranche B" from the second sentence thereof.

(m) Section 5.16 of the Credit Agreement is amended by inserting "Tranche B" immediately prior to "Term Loans" in the first sentence thereof.

(n) Section 11.18 of the Credit Agreement is amended by inserting "Tranche B" immediately prior to "Term Loans" in the first sentence thereof.

SECTION 2. Conditions to Effectiveness. The amendments contained in Section 1 shall be effective on the date (the "Effective Date"), which must be no later than April 19, 2005, on which each of the following conditions precedent is satisfied:

(a) The Administrative Agent shall have executed this Amendment and shall have received counterparts of this Amendment executed by the Lead Arranger, the Syndication Agent and the Borrower and counterparts of the Consent appended hereto (the "Consent") executed by the Grantors, as defined in the Guarantee and Collateral Agreement (the "Grantors").

(b) The Administrative Agent shall have received (i) telefax or other facsimile counterparts of executed Conversion Notices or Tranche C Addendums in aggregate amount equal (in any combination) to \$129,612,500, (ii) funding of the amount of term loans committed to be funded under each such Tranche C Addendum, (iii) the Borrower's irrevocable notice of voluntary prepayment of all Tranche B Term Loans not subject to a Conversion Notice and irrevocable instruction to disburse such funding to the prepayment of such non-converted Tranche B Term Loans, and (iv) payment of all unpaid interest accrued to the Effective Date on Tranche B Term Loans (whether or not converted to Tranche C Term Loans) and all additional amounts that would have been payable under Section 4.11 of the Credit Agreement if all Tranche B Term Loans had been paid in full on the Effective Date.

(c) All fees and expense reimbursements payable by any Loan Party to any Agent shall have been paid.

(d) The Administrative Agent shall have received such legal opinions, certificates documents and instruments as any Agent may reasonably request.

SECTION 3. Representations and Warranties.

The Borrower represents and warrants that:

(a) Authority. The Borrower has the requisite power and authority to execute, deliver and perform its obligations under this Amendment. Each Grantor has the requisite power and authority to execute, deliver and perform its obligations under the Consent and the Loan Documents, as amended hereby. The execution, delivery and performance by the Borrower of this Amendment and by the Grantors of the Consent, and the performance by each Loan Party of each Loan Document (as amended hereby) to which it is a party have been duly approved by all necessary organizational action of such Loan Party.

(b) Enforceability. This Amendment has been duly executed and delivered by the Borrower and the Consent has been duly executed and delivered by each Grantor. When this Amendment becomes effective as set forth in Section 2, each of this Amendment, the Consent and each Loan Document (as amended hereby) is the legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law).

(c) Representations and Warranties. The representations and warranties made by each Loan Party in the Loan Documents are true and correct in all material respects on the date hereof, and will be true and correct in all material respects as of the Effective Date, both before and after giving effect to this Amendment, except to the extent that such representations and warranties refer to an earlier date (in which case they are true and correct in all material respects as of such earlier date).

(d) No Default. No Default has occurred and is continuing.

SECTION 4. Reference to and Effect on the Loan Documents.

(a) If and when this Amendment becomes effective, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

(b) The Credit Agreement, as amended hereby, and the Guarantee and Collateral Agreement and the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations under and as defined in the Credit Agreement, as amended hereby.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents or constitute, except as expressly set forth herein, a waiver or amendment of any provision of any of the Loan Documents.

(d) This Amendment is a Loan Document. The provisions of Sections 11.12 and 11.16 of the Credit Agreement shall apply with like effect to this Amendment.

SECTION 5. Counterparts. This Amendment and the Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment (or any authorization to execute this Amendment) or the Consent by facsimile shall be effective as delivery of a manually executed counterpart thereof.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

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

ITRON, INC.

By: /s/ Steven M. Helmbrecht

Name: Steven M. Helmbrecht
Title: S.V.P. and C.F.O.

BEAR, STEARNS & CO. INC.,
as Lead Arranger

By: /s/ Richard Bram Smith

Name: Richard Bram Smith
Title: Senior Managing Director

BEAR STEARNS CORPORATE LENDING INC.,
individually and as Syndication Agent

By: /s/ Richard Bram Smith

Name: Richard Bram Smith
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
individually and as Administrative Agent

By: /s/ Tom Beil

Name: Tom Beil
Title: V.P. & SR. Relationship Manager