FORM PTO-1594
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it and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Ple

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OPR/FINANCE

copy thereof.

1. Name of conveying party(ies):

NBD Bank

3-6-00

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
X Other National Banking Association

Additional name(s) of conveying party(ies) attached?
☐ Yes X No

2. Name and address of receiving party(ies):

Name: ABN AMBO Bank N.V.

Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
X Other: a National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes X No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes X No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
X Other Transfer of Security Interest to NBD Bank recorded on 10/6/98
Execution Date: December 22, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

MANAGEMENT SOLUTIONS

B. Trademark Registration No.(s)

GASBOY (STYLIZED) 438,395

Additional numbers attached? X Yes, see attached Schedule A ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah Schavey Ruff

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) ..... $ 690.00

X Enclosed

X Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah Schavey Ruff
Name of Person Signing

Signature

March 3, 2000
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/14/2000 DNGUYEN 00000008 438395
01 FC:481 40.00 OP
02 FC:482 650.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

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SCHEDULE A

TRADEMARK	REGISTRATION NUMBER
STARLINER	704611
SLIMLINE	766344
KEYTOL	774098
GASBOY	945175
GASBOY	1407458
ASTRA	1970011
FUEL POINT	1972880
TOKHEIM	178253
SYSTEMS FOR THE MOVEMENT AND MEASUREMENT OF LIQUIDS	1108219
TOKHEIM	1120181
TOKHEIM	1209485
SMOOTH-FLO	1266130
TOKHEIM	1530640
TOKHEIM	1531745
TOKHEIM	1734514
VISION	1852940
PREMIER	1930126
TOKHEIM QUALITY	1951257
TOKHEIM SOFITAM WORLDWIDE	2243144
COLUMBUS	2251788
FASRLINK	2264270
EFM	1111651
FLOMANAGER	1665710
SUPERFLO	2258313
BENCHMARK	1689908

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AMENDMENT NO. 5
TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDMENT NO. 5 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is made as of December 22, 1999 by and among TOKHEIM CORPORATION, an Indiana corporation (the "Company"), GASBOY INTERNATIONAL, INC., a Pennsylvania corporation ("Gasboy"), TOKHEIM-SOFITAM S.A., a societe anonyme organized under the laws of France ("Tokheim-Sofitam"), TOKHEIM SOFITAM APPLICATIONS S.A., a societe anonyme organized under the laws of France ("Sofitam Applications"), the financial institutions party hereto, BANK ONE, INDIANA, NATIONAL ASSOCIATION, formerly known as NBD BANK, N.A., in its individual capacity as a Lender and as contractual representative on behalf of the Lenders (the "Existing Administrative Agent"), ABN AMRO BANK N.V., in its individual capacity as a Lender and as successor administrative agent on behalf of the Lenders (the "New Administrative Agent"), CREDIT LYONNAIS, as Documentation and Collateral Agent, and BANKERS TRUST COMPANY, as Co-Syndication Agent under that certain Second Amended and Restated Credit Agreement dated as of December 14, 1998 by and among the Company, Gasboy, Tokheim-Sofitam, Sofitam Applications, the financial institutions party thereto (the "Lenders"), the Existing Administrative Agent, the Documentation and Collateral Agent, and the Co-Syndication Agent, as amended by an Amendment No. 1, an Amendment No. 2, an Amendment No. 3 and an Amendment No. 4, dated as of January 11, 1999, March 1, 1999, February 27, 1999 and October 14, 1999, respectively (as amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WITNESSETH

WHEREAS, the Company, Gasboy, Tokheim-Sofitam, Sofitam Applications, the Lenders, the Existing Administrative Agent, the New Administrative Agent, the Documentation and Collateral Agent, and the Co-Syndication Agent are parties to the Credit Agreement;

WHEREAS, the Borrowers have requested that the Required Lenders amend the Credit Agreement in certain respects, and the Required Lenders are willing to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Gasboy, Tokheim-Sofitam, Sofitam Applications and the Required Lenders have agreed as follows:

977707 99600918

1. Amendments to Credit Agreement. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement is hereby amended as follows:

1.1 Section 1.1 of the Credit Agreement is hereby amended (i) to delete the following at the end of the first sentence of the definition of "Fixed Charge Coverage Ratio":

", minus (f) for the four-quarter period ending on November 30, 1999, the current portion of the Term Loans in an amount not to exceed $50,000,000"

(ii) to add the following definitions, each in its appropriate alphabetical position:

"**Additional Revolving Lender**" means any Lender which holds an Additional Revolving Loan Commitment or, after termination of the Commitments, any Additional Revolving Loan.

"**Additional Revolving Loan**" is defined in Section 2.1.5.

"**Additional Revolving Loan Commitment**" means, for each Additional Revolving Lender, the obligation of such Additional Revolving Lender to make Additional Revolving Loans to the Company not exceeding the amount set forth opposite the signature of such Lender under the heading "Additional Revolving Loan Commitment" on the signature pages to Amendment No. 5 to this Agreement dated as of December 22, 1999 or as set forth in an applicable Assignment Agreement in the form of Exhibit B hereto received by the Agent under the terms of Section 13.3, as such amount may be modified from time to time pursuant to the terms of this Agreement or to give effect to any applicable assignment and acceptance.

"**Additional Revolving Loan Percentage**" means, with respect to any Additional Revolving Lender, the percentage obtained by dividing (A) the then aggregate amount of such Lender's Additional Revolving Loan Commitment (as adjusted from time to time in accordance with the provisions of this Agreement) by (B) the Aggregate Additional Revolving Loan Commitment at such time; provided, however, if all of the Commitments are terminated pursuant to the terms of this Agreement, then "Additional Revolving Loan Percentage" means the percentage obtained by dividing (i) the Dollar Amount of such Lender's Additional Revolving Loans by (ii) (a) the aggregate Dollar Amount of all Additional Revolving Loans.

"**Additional Revolving Loan Termination Date**" means December 22, 2001.

"**Additional Revolving Notes**" means the Additional Revolving Notes executed by the Company in favor of the Additional Revolving Lenders evidencing the Additional Revolving Loans and the Aggregate Additional Revolving Loan Commitment, including

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any amendment, restatement, modification, renewal or replacement of such Additional Revolving Note.

"**Aggregate Additional Revolving Loan Commitment**" means the aggregate of the Additional Revolving Loan Commitments of all the Additional Revolving Lenders, as may be reduced from time to time pursuant to the terms hereof. As of the date when Amendment No. 5 to this Agreement dated as of December 22, 1999 became effective, the Aggregate Additional Revolving Loan Commitment was $2,500,000 (it being understood that the Aggregate Additional Revolving Loan Commitment may be increased upon the request of the Company after the date such amendment became effective by having additional financial institutions execute a counterpart of such amendment following such effectiveness and thereby committing to provide an Additional Revolving Loan Commitment, provided that the Aggregate Additional Revolving Loan Commitment shall not exceed $10,000,000).

and (iii) the definitions of "Aggregate Revolving Loan Commitment," "Applicable Percentage," "Borrowing Base," "Commitment," ""Interest Period," "Loan," "Revolving Loan," "Revolving Loan Commitment," "Revolving Loan Termination Date" and "Term Loan Termination Date" are each amended and restated to read in their entireties as follows:

"**Aggregate Revolving Loan Commitment**" means (x) in the case of any determination of Percentage (but not Revolving Loan Percentage), the aggregate of the Revolving Loan Commitments and Additional Revolving Loan Commitments of all the Lenders, as may be reduced from time to time pursuant to the terms hereof and (y) in all other cases, the aggregate of the Revolving Loan Commitments of all the Lenders, as may be reduced from time to time pursuant to the terms hereof.

"**Applicable Percentage**" means, for any Lender, such Lender's Additional Revolving Loan Percentage, Revolving Loan Percentage or Term Loan Percentage, as applicable.

"**Borrowing Base**" means, as of any date of calculation, an amount, as set forth on the most current Borrowing Base Certificate delivered to the Agent, for the Company and its Consolidated Subsidiaries equal to: (i) seventy-five percent (75%) of the Gross Amount of Receivables; plus (ii) fifty percent (50%) of the Gross Amount of Inventory owned by the Company and its Consolidated Subsidiaries; minus (iii) the aggregate amount of trade payables owed to creditors of the Subsidiaries of the Company that have not granted Liens on such Subsidiaries' Receivables in favor of the Agent for the benefit of the holders of secured Obligations (provided that, until March 1, 2000, the trade payables of Tokheim Services France and Tokheim, Ltd. shall not be subtracted pursuant to this clause (iii)).

"**Commitment**" means, for each Lender, collectively, such Lender's Additional Revolving Commitment, Revolving Loan Commitment and/or Term Loan Commitment.

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"**Interest Period**" means, (i) any Alternate Currency Interest Period or (ii) with respect to a Eurocurrency Advance or a Eurocurrency Loan, a period of one, two, three or six months (or, with respect to Additional Revolving Loans, such shorter periods to which all Additional Revolving Lenders shall agree (a "**Shorter Period**") commencing on a Business Day selected by the applicable Borrower pursuant to this Agreement. Other than with respect to Shorter Periods and other than as may be required by an Alternate Currency Interest Period, such Interest Period shall end on (but exclude) the day which corresponds numerically to such date of commencement one, two, three or six months thereafter, *provided, however,* that if there is no such numerically corresponding day in such next, second, third or sixth succeeding month, such Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day, *provided, however,* that if said next succeeding Business Day falls in a new month, such Interest Period shall end on the immediately preceding Business Day.

"**Loan**" means, (i) with respect to a Lender, such Lender's portion, if any, of any Advance, (ii) with respect to a Swing Loan Lender, such Swing Loan Lender's Swing Loans, (iii) with respect to any Alternate Currency Bank, such Alternate Currency Bank's Alternate Currency Loan, and (iv) collectively, with respect to all Lenders, all Term Loans, Additional Revolving Loans, Revolving Loans, Swing Loans and Alternate Currency Loans.

"**Note**" means any Additional Revolving Note, Revolving Note, Swing Loan Note, Term Note or any Note issued to evidence the Alternate Currency Loans.

"**Payment Date**" means the last Business Day of each month.

"**Revolving Loan**" is defined in Section 2.1.1; provided that, solely for purposes of the proviso to the definition of "Percentage," "Revolving Loan" shall mean Revolving Loans and Additional Revolving Loans.

"**Revolving Loan Commitment**" means, for each Lender, the obligation of the Lender to make Revolving Loans to the Borrowers, to purchase participations in Letters of Credit and to participate in Swing Loans and Alternate Currency Loans pursuant to Section 2.1.4 not exceeding the amount set forth opposite the name of such Lender under the heading "Revolving Loan Commitment" on Schedule I hereof or as set forth in an applicable Assignment Agreement in the form of Exhibit B hereto received by the Agent under the terms of Section 13.3, as such amount may be modified from time to time pursuant to the terms of this Agreement or to give effect to any applicable assignment and acceptance; provided that, solely for purposes of the definition of "Percentage," "Revolving Loan Commitment" shall include the obligation of each Lender to make Additional Revolving Loans.

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"**Revolving Loan Termination Date**" means September 30, 2003.

"**Term Loan Termination Date**" means September 30, 2003.

1.2. Section 2.1.3(iv) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"(iv) Repayment of the Term Loans. The Term Loans shall be repaid in sixteen (16) installments, payable in an initial installment on January 21, 2000 and thereafter in installments on the last Business Day of each fiscal quarter of the Company thereafter (excluding the fiscal quarter ending on February 28, 2000) as prescribed below until the Term Loan Termination Date, and the Term Loans shall be permanently reduced by the amount of each installment on the date payment thereof is made hereunder. The principal amount of the installments may be paid by either Tokheim or Gasboy at their discretion provided that each of the installments shall be in the aggregate amounts set forth below:

Installment Date	Term Loan Installment Amount
January 21, 2000	$1,875,000
May 31, 2000	$1,875,000
August 31, 2000	$1,875,000
November 30, 2000	$1,875,000
February 28, 2001	$2,500,000
May 31, 2001	$2,500,000
August 31, 2001	$2,500,000
November 30, 2001	$2,500,000
February 28, 2002	$3,125,000
May 31, 2002	$3,125,000
August 31, 2002	$3,125,000
November 30, 2002	$3,125,000
February 28, 2003	$3,750,000
May 31, 2003	$3,750,000
August 31, 2003	$3,750,000
Term Loan Termination Date	$78,750,000

Notwithstanding the foregoing, the final installment shall be in the amount of the then outstanding principal balance of the Term Loans. In addition, the then outstanding principal balance of the Term Loans, if any, shall be due and payable on the Term Loan Termination Date. No installment of any Term Loan shall be reborrowed once repaid."

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1.3. The following Section 2.1.5 is hereby added to the Credit Agreement:

"2.1.5. Additional Revolving Loans. (i) Upon the satisfaction of the applicable conditions precedent set forth in Sections 4.1, 4.2 and 4.3, from and including the date of this Agreement and prior to the Additional Revolving Loan Termination Date, each Additional Revolving Lender severally and not jointly agrees, on the terms and conditions set forth in this Agreement (including, without limitation, the terms and conditions of Section 2.5.11 and Section 8.1 relating to the reduction, suspension or termination of the Aggregate Additional Revolving Loan Commitment), to make revolving loans (each individually, an **"Additional Revolving Loan"** and, collectively, the "**Additional Revolving Loans**") in Dollars to the Company from time to time in a Dollar Amount not to exceed such Lender's Additional Revolving Loan Percentage of the lesser of (x) Aggregate Additional Revolving Loan Commitment at such time and (y) the Borrowing Base minus the Revolving Credit Obligations at such time; provided that no Additional Revolving Lender shall be required to make any Additional Revolving Loan unless, at the time of such proposed Additional Revolving Loan, the Revolving Credit Availability shall be zero. Subject to the terms of this Agreement (including, without limitation, the terms and conditions of Section 2.5.11 and 8.1 relating to the reduction, suspension or termination of the Aggregate Additional Revolving Loan Commitment), the Company may borrow, repay and reborrow Additional Revolving Loans at any time prior to the Additional Revolving Loan Termination Date. Unless earlier terminated in accordance with the terms and conditions of this Agreement, the Additional Revolving Loan Commitments of the Additional Revolving Lenders to lend hereunder shall expire on the Additional Revolving Loan Termination Date. The proceeds of all Additional Revolving Loans made under this Section 2.1.1 shall be used in accordance with the terms of Section 6.2. All outstanding Additional Revolving Loans shall be paid in full by the Company on the Additional Revolving Loan Termination Date.

(ii) Borrowing Notice. When the Company desires to borrow under this Section 2.1.5, a Financial Officer shall deliver to the Agent a Borrowing Notice, signed by it, specifying that the Company is requesting an Additional Revolving Loan pursuant to this Section 2.1.5. Any Borrowing Notice given pursuant to this Section 2.1.5 shall be irrevocable.

(iii) Maximum Amount of Additional Revolving Loans. At no time shall the aggregate amount of all Additional Revolving Loans exceed the lesser of the (x) the Aggregate Additional Revolving Loan Commitment at such time and (y) the Borrowing Base minus the Revolving Credit Obligations at such time.

(iv) Making of Additional Revolving Loans. Promptly after receipt of the Borrowing Notice under Section 2.1.5(ii) in respect of Additional Revolving Loans, the Agent shall notify each Additional Revolving Lender by telex or telecopy, or other similar form of transmission, of the proposed Advance. Each Additional Revolving

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Lender shall make available its Additional Revolving Loan in accordance with the terms of Section 2.5.1. The Agent will make the funds so received from the Lenders available to the Company in accordance with the terms of Section 2.5.1 and shall disburse such proceeds in accordance with the Company's disbursement instructions set forth in such Borrowing Notice. The failure of any Additional Revolving Lender to deposit the amount described above with the Agent on the applicable Borrowing Date shall not relieve any other Additional Revolving Lender of its obligations hereunder to make its Additional Revolving Loan on such Borrowing Date."

1.4. Section 2.2.1 of the Credit Agreement is hereby amended by adding the phrase ", Additional Revolving Loans" after the words "Revolving Loans" in the first sentence thereof.

1.5. Section 2.2.2 of the Credit Agreement is hereby amended by (i) inserting the following after the words "twelve (12) Interest Periods" where they appear in such Section "(or, so long as the Aggregate Additional Revolving Commitment is greater than zero, fifteen (15) Interest Periods)", (ii) inserting the phrase ", Additional Revolving Loans" after the words "Term Loans" in clause (iii) thereof and (iii) inserting the phrase "Additional Revolving Loan," after the words "Term Loan" in clause (iv) thereof.

1.6. Section 2.3 of the Credit Agreement is hereby amended by (i) replacing the table in such Section with the following:

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LEVERAGE RATIO	Eurocurrency Margins				Alternate Base Rate Margins		COMMITMENT FEE PERCENTAGE
	Revolving Loans	Additional Revolving Loans	Term Loans	Revolving Loans	Additional Revolving Loans	Term Loans	
Level I Status	4.50%	6.00%	4.50%	3.50%	5.00%	3.50%	0.75%
Level II Status	4.00%	6.00%	4.50%	3.00%	5.00%	3.50%	0.75%
Level III Status	3.50%	6.00%	4.50%	2.50%	5.00%	3.50%	0.50%
Level IV Status	3.25%	6.00%	4.50%	2.25%	5.00%	3.50%	0.50%
Level V Status	3.00%	6.00%	4.50%	2.00%	5.00%	3.50%	0.50%
Level VI Status	2.50%	6.00%	4.50%	1.50%	5.00%	3.50%	0.375%

and (ii) adding the following as the last paragraph thereof

"Notwithstanding the foregoing, on June 1, 2000 and on the last day of each fiscal quarter of the Company thereafter, each of the above margins applicable to Loans shall be increased by 0.25% unless, on the last day of any fiscal quarter prior to any such scheduled date of increase, (x) the Senior Leverage Ratio is less than 2.5:1.00 and (y) the principal amount of all Obligations is less than or equal to $180,000,000 and the aggregate commitments of the Lenders to extend credit hereunder have been permanently reduced to $180,000,000 or less; provided that if the conditions set forth in clauses (x) and (y) are met, any increase to the margins set forth above pursuant to this sentence shall thenceforth be ineffective and the margins set forth in the table above shall apply."

1.7. Section 2.4.1 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"2.4.1. Commitment Fee. (a) The Company and the Borrowing Subsidiaries hereby jointly and severally agree to pay to the Agent for the ratable account of each Lender, for the period from the date hereof to and including the Termination Date, a commitment fee at a rate per annum equal to the annual percentage rate indicated as the Applicable Margin for the commitment fee on the average daily amount by which such Lender's Revolving Loan Commitment exceeds the sum of the outstanding principal balance of such Lender's Revolving Loans plus Swing Loans plus such Lender's Percentage of the L/C Obligations and Alternate Currency Loans, the accrued but unpaid portion of which shall be payable on each Payment Date hereafter and on the

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Termination Date. All such accrued commitment fees shall be payable on the effective date of any termination of the obligations of the Lenders to make Revolving Loans and issue or participate in Letters of Credit hereunder, and commitment fees shall cease to accrue thereafter. For purposes of calculating such commitment fee hereunder, the principal amount of each Advance or Swing Loan made in a currency other than Dollars shall be the Dollar Amount of such Advance as determined under clause (ii) of the definition herein of "Dollar Amount".

(b) The Company hereby agrees to pay to the Agent for the ratable account of each Additional Revolving Lender, for the period from the date hereof to and including the Additional Revolving Loan Termination Date, a commitment fee at a rate per annum equal to the annual percentage rate indicated as the Applicable Margin for the commitment fee on the average daily amount by which such Lender's Additional Revolving Loan Commitment exceeds the sum of the outstanding principal balance of such Lender's Additional Revolving Loans, the accrued but unpaid portion of which shall be payable on each Payment Date hereafter and on the Additional Revolving Loan Termination Date. All such accrued commitment fees shall be payable on the effective date of any termination of the obligations of the Lenders to make Additional Revolving Loans, and commitment fees shall cease to accrue thereafter."

1.8. Section 2.4.2 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"2.4.2. Agent Fees. The Company agrees to pay certain fees to the Agent, for its sole account, on the dates and in the amounts set forth in the mandate and fee letter between Company and ABN Amro Bank N.V., dated November 19, 1999, as amended from time to time (the "Fee Letter")."

1.9. Section 2.5.1(i) of the Credit Agreement is hereby amended by adding the phrase "Additional Revolving Loan," immediately prior to the words "Revolving Loan" in the second sentence thereof.

1.10. Section 2.5.2 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"2.5.2. Minimum Amount of Each Advance. Each Advance shall be in the minimum amount of $1,000,000 and in integral multiples of $500,000 if in excess thereof (or the Approximate Equivalent Amount if denominated in an Agreed Currency other than Dollars or an Alternate Currency (or such other amounts as may be specified in the applicable Alternate Currency Addendum)); *provided, however,* that (x) any Alternate Base Rate Advance of Revolving Loans may be in the amount of (i) the aggregate applicable unused Aggregate Revolving Loan Commitment and (ii) any Alternate Base Rate Advance required to be made in connection with the required repayment of a Swing Loan under Section 2.1.2(iv) and (y) any Alternate Base Rate Advance of Additional

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Revolving Loans may be in the amount of the aggregate unused Aggregate Additional Revolving Loan Commitment."

1.11. Section 2.5.3(B)(i)(d) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"(d) [Intentionally Omitted]."

1.12. Section 2.5.3(B)(i)(f)(II) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"(II) following the payment in full of the Term Loans, the amount of each Designated Prepayment shall be applied to repay Additional Revolving Loans (and shall concurrently reduce Additional Revolving Loan Commitments pursuant to Section 2.5.11(c)) and following the payment in full of the Additional Revolving Loans, the amount of each Designated Prepayment shall be applied first to Revolving Loans (but shall not reduce Revolving Loan Commitments), then to interest on the Reimbursement Obligations, then to principal on the Reimbursement Obligations, then to fees on account of Letters of Credit and then, to the extent any L/C Obligations are contingent, deposited with the Agent as cash collateral in respect of such L/C Obligations."

1.13. Section 2.5.3(B)(ii)(x) of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"(x) In addition to repayments under Section 2.5.3(B)(ii)(z), (1) if at any time and for any reason the amount of Additional Revolving Loans is greater than the lesser of (aa) the Aggregate Additional Revolving Loan Commitment or (bb) the Borrowing Base less the Revolving Credit Obligations, the Company shall immediately make a mandatory prepayment of the Additional Revolving Loans in an amount equal to such excess and (2) if at any time and for any reason other than the fluctuation in currency exchange rates the Dollar Amount of the Revolving Credit Obligations are greater than the Maximum Revolving Credit Amount, the Company shall immediately make a mandatory prepayment of the Obligations in an amount equal to such excess. If after giving effect to such payment the Dollar Amount of L/C Obligations outstanding at any time is greater than the Maximum Revolving Credit Amount at such time, the Company shall deposit cash collateral with the Agent in an amount in Dollars equal to such excess."

1.14. Section 2.5.3(B) of the Credit Agreement is amended by adding the following clause (iii) at the end thereof:

"(iii) Mandatory Prepayments of Additional Revolving Loans. If at any time when any Additional Revolving Loans are outstanding there is any unused Revolving Credit Availability, the Company shall immediately borrow Revolving Loans to the

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extent of such unused Revolving Credit Availability and use the proceeds of such Revolving Loans to make a mandatory prepayment of Additional Revolving Loans."

1.15. Section 2.5.6 of the Credit Agreement is hereby amended by deleting the third sentence of such Section in its entirety and substituting the following therefor:

"Interest accrued on each Eurocurrency Advance having an Interest Period longer than one month shall also be paid on the last day of each one-month interval during such Interest Period."

1.16. Section 2.5.9 is hereby amended by adding the phrase "Aggregate Additional Revolving Loan Commitment reduction notice," immediately prior to the words "Aggregate Revolving Loan Commitment reduction notice" where they appear in such Section.

1.17. Section 2.5.11 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

"2.5.11. Termination or Reduction of the Revolving Loan Commitments.

(a) The Company may at any time after the date hereof permanently reduce the Aggregate Revolving Loan Commitment or the Alternate Currency Commitments, in whole, or in a minimum aggregate amount of $1,000,000 and in integral multiples of $1,000,000 if in excess thereof (or in such amounts as may be set forth on the applicable Alternate Currency Addendum), ratably among the Lenders upon at least one Business Day's prior written notice to the Agent, which notice shall specify the amount of such reduction; provided, however, no such notice of reduction shall be effective to the extent that it would reduce the Aggregate Revolving Loan Commitment to an amount which would be less than the outstanding Dollar Amount of the Revolving Credit Obligations outstanding at the time such reduction is to take effect; provided, further, that no such notice of reduction shall be effective to the extent that it would reduce the aggregate Alternate Currency Commitments in any Alternate Currency to an amount which would be less than the outstanding amount of the Alternate Currency Loans in such currency at the time such reduction is to take effect. The Aggregate Revolving Loan Commitment once reduced as provided in this Section 2.5.11 may not be reinstated.

(b) The Company may at any time after the date hereof permanently reduce the Aggregate Additional Revolving Loan Commitment, in whole, or in a minimum aggregate amount of $1,000,000 and in integral multiples of $1,000,000 if in excess thereof, ratably among the Additional Revolving Lenders upon at least one Business Day's prior written notice to the Agent, which notice shall specify the amount of such reduction; provided, however, no such notice of reduction shall be effective to the extent that it would reduce the Aggregate Additional Revolving Loan Commitment to an amount which would be less than the outstanding Dollar Amount of the Additional Revolving Loans outstanding at the time such reduction is to take effect.

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(c) Upon any Designated Prepayment of Additional Revolving Loans, the Aggregate Additional Revolving Loan Commitment shall be automatically and permanently reduced by the amount of such prepayment.

(d) The Aggregate Additional Revolving Loan Commitment, once reduced as provided in this Section 2.5.11, may not be reinstated.

(e) If (y) any Lender notifies the Company in accordance with Section 2.5.15 or (z) a Borrower reasonably determines that it is or will be required to make any additional payment to any Lender under Section 3.1, 3.2 or 3.3 the Company may, at any time thereafter (*provided* that no Default or Unmatured Default then exists and no satisfactory solution has been reached pursuant to Section 3.6) and by not less than five Business Days' prior written notice to the Agent, cancel such Lender's Commitment, whereupon such Lender shall cease to be obliged to make further Loans hereunder and its Commitment shall be reduced to zero. Upon termination of such Lender's Commitment, each applicable Borrower shall, subject to the last sentence of this Section 2.5.11, pay all outstanding Obligations owing to such Lender. Any notice of cancellation given pursuant to this Section 2.5.11 shall be irrevocable and shall specify the date upon which such cancellation is to take effect. Notwithstanding any such cancellation, the obligations of the Company and the Borrowing Subsidiaries under Sections 3.1, 3.2, 3.3 and 10.6 shall survive any such cancellation and be enforceable by such Lender. In any case described in clauses (y) or (z) above in which the Company has the right to cancel a Lender's Commitment, the Company may, in connection with such cancellation arrange for a sale (at par) of such Commitment and all outstanding Loans held by such Lender pursuant to the terms of Section 13.3 and such Lender will promptly enter into any such sale arranged by the Company."

1.18. Section 3.2 of the Credit Agreement is hereby amended by adding the words "or its Additional Revolving Loan Commitment" in the last sentence thereof immediately after the words "Revolving Loan Commitment."

1.19. Section 6.2 of the Credit Agreement is hereby amended by adding the words "and the Additional Revolving Loans" in the second sentence thereof immediately after the words "the Revolving Loans."

1.20. Section 6.9 of the Credit Agreement is hereby amended by (i) deleting clause (iv) in its entirety and substituting the following therefor:

"(iv) Sales or other transfers of assets (A) from a Borrower or Guarantor Subsidiary to another Borrower or Guarantor Subsidiary and (B) from Tokheim Sofitam to Tokheim Services France SA with respect to the service business of Tokheim Sofitam."

and (ii) deleting clause (ix) in its entirety and substituting the following therefor:

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"(ix) Sales, assignments or discounting of "traites" (within the meaning of French law) or similar post-dated checks or trade receivables or invoices without recourse in the ordinary course of business in an aggregate amount not to exceed $12,000,000 outstanding at any one time."

1.21. Section 6.12 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"6.12. Consolidated Net Worth. The Company shall maintain, as of the end of each fiscal year, Consolidated Net Worth of not less than:

(A) for the fiscal year ending on or about November 30, 1999, the sum of (i) $46,000,000 plus (ii) 100% of Net Cash Proceeds received after the Effective Date through November 30, 1999 from the issuance of Capital Stock of the Company or any of its Subsidiaries to any Person other than the Company or its Subsidiaries; and

(B) for each fiscal year thereafter, the sum of (i) $46,000,000 plus (ii) sixty percent (60%) of Consolidated Net Income (if positive) for each fiscal year of the Company commencing with the fiscal year ending on or about November 30, 2000 and concluding with the fiscal year ending most recently prior to the date of determination but without deduction for any fiscal year in which there is a loss plus (iii) an amount equal to (x) 100% of Net Cash Proceeds received after the Effective Date from the issuance of Capital Stock of the Company or any of its Subsidiaries to any Person other than the Company or its Subsidiaries."

1.22. Section 6.13 of the Credit Agreement is hereby amended by adding the following clause (d) at the end thereof:

"and (d) if the Company can demonstrate to the satisfaction of the New Administrative Agent that it will be in compliance on a pro forma basis with the covenants in Sections 6.12, 6.23, 6.24, 6.25, 6.33 and 6.34 after giving effect to such redemption or repurchase (assuming that the aggregate repurchase or redemption price therefor was deducted from EBITDA in the cases of Sections 6.23, 6.24, 6.25 and 6.33), the Company may repurchase or redeem the warrants issued to the Lenders and their Affiliates issued in connection with Amendment No. 5 to this Agreement dated as of December 22, 1999."

1.23. Section 6.23 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"6.23 Leverage Ratio and Senior Leverage Ratio. (a) At any and all times, the Company shall not permit the Leverage Ratio to exceed the amounts set forth below for the fiscal periods set forth below:

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Fiscal Quarter Ending On or About the Dates Set Forth Below:	Maximum Ratio
November 30, 1999	9.00 to 1. 00
February 29, 2000	8.50 to 1.00
May 31, 2000	8.00 to 1.00
August 31, 2000	7.50 to 1.00
November 30, 2000	6.00 to 1.00
February 28, 2001	5.50 to 1.00
May 31, 2001	5.50 to 1.00
August 31, 2001	5.50 to 1.00
November 30, 2001	5.50 to 1.00
February 28, 2002	3.50 to 1.00
May 31, 2002	3.50 to 1.00
August 31, 2002	3.50 to 1.00
And at all times during each fiscal quarter thereafter	3.00 to 1.00

(b) At any and all times, the Company shall not permit the Senior Leverage Ratio to exceed the amounts set forth below for the fiscal periods set forth below:

Fiscal Quarter Ending On or About the Dates Set Forth Below:	Maximum Ratio
November 30, 1999	5.00 to 1.00
February 29, 2000	4.50 to 1.00
May 31, 2000	4.00 to 1.00
August 31, 2000	4.00 to 1.00
November 30, 2000	3.50 to 1.00
February 28, 2001	3.00 to 1.00
May 31, 2001	2.75 to 1.00
August 31, 2001	2.75 to 1.00
November 30, 2001	2.75 to 1.00
And at all times during each fiscal quarter thereafter	2.00 to 1.00

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The Leverage Ratio and Senior Leverage Ratio shall be calculated, in each case, as of the last day of each fiscal quarter based upon (A) for Indebtedness, Indebtedness as of the last day of each such fiscal quarter; and (B) for EBITDA, the actual amount for the four-quarter period ending on such day."

1.24. Section 6.24 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"6.24 Interest Expense Coverage Ratio. The Company shall not permit the Interest Expense Coverage Ratio to be less than the amounts set forth below for the fiscal periods set forth below:

Fiscal Quarter Ending On or About the Dates Set Forth Below:	Minimum Ratio
November 30, 1999	1.05 to 1.00
February 29, 2000	1.10 to 1.00
May 31, 2000	1.20 to 1.00
August 31, 2000	1.20 to 1.00
November 30, 2000	1.50 to 1.00
February 28, 2001	1.50 to 1.00
May 31, 2001 through November 30, 2001	1.60 to 1.00
And for each fiscal quarter ending thereafter	2.50 to 1.00"

1.25. Section 6.25 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"6.25 Fixed Charge Coverage Ratio. The Company shall not permit the Fixed Charge Coverage Ratio to be less than the amounts set forth below for the fiscal periods set forth below:

Fiscal Quarter Ending On or About the Dates Set Forth Below:	Minimum Ratio
November 30, 1999	0.50 to 1.00

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February 29, 2000	0.60 to 1.00
May 31, 2000	0.70 to 1.00
August 31, 2000	0.75 to 1.00
November 30, 2000	0.95 to 1.00
February 28, 2001 through November 30, 2001	1.00 to 1.00
And for each fiscal quarter ending thereafter	1.25 to 1.00"

1.26. Section 6.33 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"6.33. Minimum EBITDA. The Company shall not permit EBITDA to be less than the amounts set forth below for the fiscal periods ending on the dates set forth below:

Fiscal Quarter Ending on or About the Dates Set Forth Below:	Minimum EBITDA
November 30, 1999	$ 45,000,000
February 29, 2000	$ 50,000,000
May 31, 2000	$ 55,000,000
August 31, 2000	$ 55,000,000
November 30, 2000	$ 70,000,000
February 28, 2001	$ 70,000,000
May 31, 2001	$ 75,000,000
August 31, 2001	$ 75,000,000
November 30, 2001	$ 75,000,000
February 28, 2002 and each fiscal quarter thereafter	$100,000,000

In each case, EBITDA shall be determined as of the last day of each fiscal quarter then ended for the four fiscal quarter period ending on such date."

1.27. The following Section 6.34 is hereby added to the Credit Agreement:

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"6.34 Clean-Down of Revolving Loans. The Company shall, on the 25th day of each month set forth below cause (a) the sum of (x) the Revolving Credit Availability on such day plus (y) the Aggregate Additional Revolving Loan Commitment on such day minus the aggregate amount of all outstanding Additional Revolving Loans on such day to be at least equal to (b) the amount set forth below for such month (with each such amount to be reduced pro tanto in the event that the Aggregate Additional Revolving Loan Commitment, at the time such aggregate commitment is initially committed to, is less than $10,000,000):

Month	Amount
January 2000	$18,000,000
February 2000	$15,000,000
March 2000	$10,000,000
April 2000	$10,000,000
May 2000	$10,000,000
June 2000	$15,000,000
July 2000	$20,000,000
August 2000	$15,000,000
September 2000	$10,000,000
October 2000	$10,000,000
November 2000	$10,000,000
December 2000	$10,000,000
January 2001	$20,000,000
February 2001	$20,000,000
March 2001	$20,000,000
April 2001	$20,000,000
May 2001	$20,000,000
June 2001	$20,000,000
July 2001	$20,000,000
August 2001	$20,000,000
September 2001	$20,000,000
October 2001	$20,000,000
November 2001	$20,000,000;

provided that: (i) the Company may defer complying with this Section on the 25th day of a month so long as it is in compliance on one day within a five-day period following the 25th of such month (provided that this deferral option may not be exercised more than three times in any 12 months and in any event such option may not be exercised with respect to compliance on the 25th of January or July in any year); and (ii) for purposes of this Section 6.34 only, to the extent that the Company deposits (or causes to be deposited) immediately available cash of the Company or any Subsidiary into a blocked account maintained with the Administrative Agent in which the Administrative Agent has a first priority security interest or sole dominion and control and as to which neither the

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Company nor any Subsidiary has the power to withdraw such cash, such deposit shall be deemed to reduce the outstanding Revolving Loans and Additional Revolving Loans to the same extent as if such Loans had been paid (provided, that so long as no Default or Unmatured Default exists, the Administrative Agent shall release all such funds from such accounts one Business Day following such deposit)."

1.28. Section 7.3 of the Credit Agreement is hereby deleted in its entirety, and the following is substituted therefor:

7.3. The breach by the Company of any of the terms or provisions of Section 6.2, 6.9, 6.10, 6.12, 6.13, 6.15, 6.16, 6.18, 6.23, 6.24, 6.25, 6.27, 6.28, 6.33 or 6.34.

1.29. Section 8.2 of the Credit Agreement is hereby amended by (i) adding the phrase "the Additional Revolving Loan Termination Date," immediately after the phrase "the Termination Date," in clause (i) of the proviso to such Section, (ii) adding the phrase "'Additional Revolving Loan Percentage'," immediately after the phrase "'Revolving Loan Percentage'," in clause (iii) of the proviso to such Section, (iii) adding the phrase "or the Additional Revolving Loan Commitment" immediately after the phrase "Revolving Loan Commitment" in clause (iv) of the proviso to such Section and (iv) adding the phrase "Additional Revolving Loan Percentage," immediately after the phrase "Revolving Loan Percentage," in clause (iv) of the proviso to such Section.

1.30. Section 11.9 of the Credit Agreement is hereby amended by adding the phrase "its Additional Revolving Loan Commitment," immediately after the phrase "its Revolving Loan Commitment," in the first sentence of such Section.

1.31. Section 12.3 of the Credit Agreement is hereby amended by deleting the phrase "first, to the outstanding Revolving Loans, and second, to the outstanding Term Loans" from the second sentence of such Section and substituting the following therefor "first, to the outstanding Additional Revolving Loans, second to the outstanding Revolving Loans, and third, to the outstanding Term Loans".

1.32. Sections 13.2.1 and 13.2.2 are hereby amended by adding the phrase "or Additional Revolving Loan Commitment" immediately following the words "Revolving Loan Commitment" each place where they appear in such Sections.

1.33. Sections 13.3.1 and 13.3.2 are hereby amended by (i) adding the phrase "or Additional Revolving Loan Commitments" immediately following the words "Revolving Loan Commitments" each place where they appear in such Sections and (ii) adding the phrase "or Additional Revolving Loan Commitment" immediately following the words "Revolving Loan Commitment" where they appear in the penultimate sentence of Section 13.3.2.

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1.34. Upon the effectiveness hereof, the Required Lenders hereby agree that the letter agreement dated October 14, 1999 between the Company and the Existing Administrative Agent is terminated and that the Company is released from any obligation thereunder.

2. Replacement of Administrative Agent. Pursuant to Section 11.11 of the Credit Agreement, effective as of January 30, 2000 (the "Removal Effective Date"), the Required Lenders hereby remove the Existing Administrative Agent as Administrative Agent and appoint the New Administrative Agent as Administrative Agent. The New Administrative Agent hereby accepts such appointment. The Required Lenders hereby direct the Existing Administrative Agent to, forthwith following the date hereof and in any event on or prior to the Removal Effective Date, transfer, assign and convey to the New Administrative Agent, any and all Collateral held by it pursuant to the Loan Documents in its capacity as Administrative Agent, execute any and all instruments, agreements and other documents, including assignments of financing statements, reasonably requested by the New Administrative Agent to properly transfer, assign or convey such Collateral, and deliver such information relating to the administration of the Loans to the New Administrative Agent as the New Administrative Agent may reasonably request.

3. Conditions of Effectiveness. This Amendment shall become effective and be deemed effective as of the date hereof upon (a) the delivery of (i) duly executed originals of this Amendment from the Required Lenders, each Lender that has agreed to provide an "Additional Revolving Loan Commitment" as provided above on the effectiveness of this Agreement (each such Lender, an "Increasing Lender"), Gasboy, Tokheim-Sofitam, Sofitam Applications and the Company and (ii) duly executed originals of a Reaffirmation in the form of Exhibit A attached hereto from Tokheim Automation Corporation, Envirotronic Systems, Inc., Tokheim Investment Corp., Sunbelt Hose & Petroleum Equipment, Inc., Gasboy, Tokheim-Sofitam, Sofitam Applications, Management Solutions, Inc., Tokheim Equipment Corporation, and Tokheim RPS, LLC, (b) the payment of all the fees described in Section 4 below and any other fees payable by the Company in connection herewith and (c) in the event that this Amendment is executed and delivered by the Required Lenders on or prior to 5:00 p.m. (Chicago time) on December 22, 1999, the delivery of each of the following documents (i) (subject to the parenthetical in clause (c)(ii) below) a Warrant Certificate, substantially in the form of Exhibit B hereto ("Warrant Certificate"), for each Lender representing the right to purchase a number of shares of common stock, par value $1.00 per share, of the Company ("Common Stock"), determined as follows: (A) as to each Lender, its Percentage (prior to giving effect hereto) of 1,516,212.01 shares of Common Stock plus (B) if such Lender is an Increasing Lender, its proportionate share (based upon the amount of its "Additional Revolving Loan Commitment" as set forth opposite its signature hereto as an "Increasing Lender" divided by $10,000,000) of 1,010,808 shares of Common Stock, (ii) a Warrant and Registration Rights Agreement, substantially in the form of Exhibit C hereto, duly executed by the Company (it being understood that no Lender shall be entitled to receive any Warrant Certificate unless and until it shall have executed and delivered to the New Administrative Agent a counterpart of such Agreement) and (iii) opinions of (x) Skadden, Arps, Slate, Meagher & Flom (Illinois), (y) Ice Miller, special Indiana counsel to the Company and (z) Norman L. Roelke, general counsel to the Company, in each case in form and

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substance reasonably satisfactory to the New Administrative Agent and, as to legal matters, its counsel.

4. Fees. In the event the Required Lenders execute and deliver (by facsimile of duly executed signature pages to Tom Kramer (fax: 312-904-1028) at the New Administrative Agent) this Amendment on or prior to 5:00 p.m. (Chicago time) on December 22, 1999 each Lender shall be entitled to a fee of 0.50% of such Lender's Commitment (as defined in the Credit Agreement) prior to giving effect to this Amendment. The Company shall pay to each Increasing Lender a fee of 0.50% of such Increasing Lender's "Additional Revolving Loan Commitment" as set forth opposite its signature hereto as an "Increasing Lender". Each of the fees described above shall be due and payable on the date the Company executes this Amendment.

5. Representations and Warranties of the Company. The Company, Gasboy, Tokheim-Sofitam and Sofitam Applications (each a "Credit Party") hereby represent and warrant as follows:

(a) This Amendment and the Credit Agreement as previously executed and amended and as amended hereby, constitute legal, valid and binding obligations of such Credit Party and are enforceable against such Credit Party in accordance with their terms.

(b) Upon the effectiveness of this Amendment, each Credit Party hereby reaffirms all covenants, representations and warranties made in the Credit Agreement, to the extent the same are not amended hereby, and agree that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Amendment (unless expressly made as of a different date).

6. Reference to and Effect on the Credit Agreement.

6.1. Upon the effectiveness of Section 1 hereof, on and after the date hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Second Amended and Restated Credit Agreement dated as of December 14, 1998, as amended previously and as amended hereby.

6.2. Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

6.3. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any of the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any

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other documents, instruments and agreements executed and/or delivered in connection therewith.

7. Costs and Expenses. The Company agrees to pay all reasonable costs, fees and out-of-pocket expenses (including reasonable attorneys' fees and expenses charged to the New Administrative Agent and the reasonable fees and charges of Policano & Manzo, L.L.C.) incurred by the New Administrative Agent in connection with the preparation, execution and enforcement of this Amendment.

8. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING WITHOUT LIMITATION, 735 ILCS 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS) OF THE STATE OF ILLINOIS.

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

10. Counterparts. This Amendment may be executed by one or more of the parties to the Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

11. Schlumberger Consent. The Company will use commercially reasonable efforts to obtain a waiver and amendment, duly executed by Schlumberger Limited, in form and substance satisfactory to the New Administrative Agent, (x) waiving any antidilution adjustment under its Warrant, dated September 30, 1999, to purchase common stock of the Company caused by the issuance of the Warrant Certificates set forth above and any antidilution adjustment pursuant to the terms of such Warrant Certificates and (y) amending its registration rights agreement with the Company such that the priorities on registration set forth in the Warrant and Registration Rights Agreement set forth above do not conflict therewith.

12. Due Diligence. Without limiting Section 6.8 of the Credit Agreement, the Company will, and will cause each Subsidiary to, permit the Lenders, by their respective representatives and agents (including without limitation Policano & Manzo, L.L.C.), to perform due diligence, inspect any of the Properties, corporate books and financial records of the Company and each such Subsidiary, to examine and make copies of the books of accounts and other financial records of the Company and each such Subsidiary, and to discuss the affairs, finances and accounts of the Company and each such Subsidiary with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Lenders may designate upon reasonable notice. The reasonable out-of-pocket expenses incurred by the Lenders in connection with retaining consultants in respect of analyzing the Company's financial results and forecasts and providing other workout-related consulting shall be reimbursed by the Company promptly following the Agent's demand; provided that the Company shall only have

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to pay the expenses of a single consultant with respect to such analysis and consulting after January 30, 2000 (this limitation not to be applicable to legal counsel, the expenses of which are governed by Section 10.6 of the Credit Agreement).

13. Consent to Increase. For purposes of greater clarity, the Required Lenders hereby consent to any increase in the "Aggregate Additional Revolving Loan Commitment" after the date hereof as permitted by the parenthetical phrase in the second sentence of the definition of "Aggregate Additional Revolving Loan Commitment" as set forth in the Credit Agreement as amended hereby.

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

TOKHEIM CORPORATION, as a Borrower

By: _____
Name: John A. Negovetich
Title: Executive Vice President, Finance and Administration and Chief Financial Officer

GASBOY INTERNATIONAL, INC., as a Borrower

By: _____
Name: John A. Negovetich
Title: Executive Vice President, Finance and Administration and Chief Financial Officer

TOKHEIM-SOFITAM S.A., as a Borrower

By: _____
Name: John A. Negovetich
Title: Executive Vice President, Finance and Administration and Chief Financial Officer

TOKHEIM SOFITAM APPLICATIONS S.A., as a Borrower

By: _____
Name: John A. Negovetich
Title: Executive Vice President, Finance and Administration and Chief Financial Officer

DEC 22 1998 17:08 Mayer Brown Platt PAGE.02
TRADEMARK
REEL: 002050 FRAME: 0529

BANK ONE, INDIANA, NATIONAL ASSOCIATION, formerly known as NBD BANK, N.A., as Existing Administrative Agent, as a Lender, as Issuing Lender, and a Swing Loan Lender

By:_____
Name:
Title:

CREDIT LYONNAIS, CHICAGO BRANCH, as Documentation and Collateral Agent and as a Lender

By:_____
Name: Joseph A. Philbin
Title: Vice President

BANKERS TRUST COMPANY, as Co-Syndication Agent and as a Lender

By:_____
Name:
Title:

ABN AMRO BANK N.V., as New Administrative Agent and as a Lender

By:_____
Name:
Title:

By:_____
Name:

Received Time Dec. 22. 11:20AM
Dec 23 1999 11:57AM ABN AMRO SYNDICATIONS No. 8756 P. 22/23
For JUL - Received 12/23/1999 11:54 in 06:06 on line [4] for JUL • Pg 22/35

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BANK ONE, INDIANA, NATIONAL ASSOCIATION, formerly known as NBD BANK, N.A., as Existing Administrative Agent, as a Lender, as Issuing Lender, and a Swing Loan Lender

By:_____
Name:
Title:

CREDIT LYONNAIS, CHICAGO BRANCH, as Documentation and Collateral Agent and as a Lender

By:_____
Name:
Title:

BANKERS TRUST COMPANY, as Co-Syndication Agent and as a Lender

By:_____
Name: G. ANDREW KEITH
Title: VICE PRESIDENT

ABN AMRO BANK N.V., as New Administrative Agent and as a Lender

By:_____
Name:
Title:

By:_____
Name:
Title:

TRADEMARK
REEL: 002050 FRAME: 0531

BANK ONE, INDIANA, NATIONAL ASSOCIATION, formerly known as NBD BANK, N.A., as Existing Administrative Agent, as a Lender, as Issuing Lender, and a Swing Loan Lender

By:_____
Name:
Title:

CREDIT LYONNAIS, CHICAGO BRANCH, as Documentation and Collateral Agent and as a Lender

By:_____
Name:
Title:

BANKERS TRUST COMPANY, as Co-Syndication Agent and as a Lender

By:_____
Name:
Title:

ABN AMRO BANK N.V., as New Administrative Agent and as a Lender

By:_____
Name: THOMAS A KRAMER
Title: SENIOR VICE PRESIDENT & MANAGING DIRECTOR

By:_____
Name: THOMAS M. TOERPE
Title: VICE PRESIDENT

977707 9960091W

TRADEMARK
REEL: 002050 FRAME: 0532

CREDIT AGRICOLE INDOSUEZ, as a Lender

By:_____
Name:
Title:

By:_____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, as a Lender

By:_____
Name:
Title:

COMPAGNIE FINANCIERE DE CIC ET DE L'UNION EUROPEENNE, as a Lender

By: Anthony Rock
Name: Anthony Rock
Title: Vice President

By: Sean Mounier
Name: Sean Mounier
Title: First Vice President

MERCANTILE BANK N.A., as a Lender

By:_____
Name:
Title:

977707 10 122199 2147C 99600918

TRADEMARK
REEL: 002050 FRAME: 0533

THE PROVIDENT BANK, as a Lender

By:_____
Name:
Title:

FINOVA CAPITAL CORPORATION, as a Lender

By:_____
Name:
Title:

IMPERIAL BANK, as a Lender

By:_____
Name: STEVEN K. JOHNSON
Title: SENIOR VICE PRESIDENT

NATEXIS BANQUE BFCE, as a Lender

By:_____
Name:
Title:

By:_____
Name:
Title:

BANK POLSKA KASA OPIEKI S.A. - PEKAO S.A GROUP, NEW YORK BRANCH, as a Lender

By:_____
Name:
Title:

TRADEMARK
REEL: 002050 FRAME: 0534

THE PROVIDENT BANK, as a Lender

By:_____
Name:
Title:

FINOVA CAPITAL CORPORATION, as a Lender

By:_____
Name:
Title:

IMPERIAL BANK, as a Lender

By:_____
Name:
Title:

NATEXIS BANQUE BFCE, as a Lender

By:_____
Name: JORDAN SADLER
Title: ASSOCIATE

By:_____
Name: FRANK H. MADDEN, JR.
Title: VICE PRESIDENT & GROUP MANAGER

BANK POLSKA KASA OPIEKI S.A. - PEKAO S.A GROUP, NEW YORK BRANCH, as a Lender

By:_____
Name:
Title:

Dec. 23 1999 11:59AM ABN AMRO SYNDICATIONS
For JNL - Received 12/23/1999 11:54 in 06:06 on line [4] for JNL * Pg 34/35
No. 8756 P. 34/35

BANK POLSKA KASA OPIEKI S.A.,
NEW YORK BRANCH, as a Lender

By:_____
Name: Hussein B. El-Terril
Title: Vice President

SENIOR DEBT PORTFOLIO, as a Lender

By: Boston Management and Research, as Investment Advisor

By:_____
Name:
Title:

EATON VANCE SENIOR INCOME TRUST, as a Lender

By: Eaton Vance Management, as Investment Advisor

By:_____
Name:
Title:

OXFORD STRATEGIC INCOME FUND, as a Lender

By: Eaton Vance Management, as Investment Advisor

By:_____
Name:
Title:

For JNL - Received 12/23/1999 11:54 in 06:06 on line [6] for JNL * Pg 16/35
Dec. 23 1999 11:56AM ABN AMRO STRUCTURATIONS No. 8765 P. 16/35

SENIOR DEBT PORTFOLIO, as a Lender

By: Boston Management and Research, as Investment Advisor

By: _____
Name:
Title: PAYSON F. SWAFFIELD
VICE PRESIDENT

EATON VANCE SENIOR INCOME TRUST, as a Lender

By: Eaton Vance Management, as Investment Advisor

By: _____
Name:
Title: PAYSON F. SWAFFIELD
VICE PRESIDENT

OXFORD STRATEGIC INCOME FUND, as a Lender

By: Eaton Vance Management, as Investment Advisor

By: _____
Name:
Title: PAYSON F. SWAFFIELD
VICE PRESIDENT

OCTAGON LOAN TRUST, as a Lender

By: Octagon Credit Investors, as Manager

By: _____
Name:
Title:

3

TOTAL P.02
Dec. 23. 1999 11:53AM ABN AMRO STANDICATIONS No. 8765 P. 26/35
For JNL - Received 12/23/1999 11:54 in 06:06 on line [4] for JNL * Pg 26/35

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OCTAGON LOAN TRUST, as a Lender

By: Octagon Credit Investors, as Manager

By:_____
Name:
Title:

OCTAGON INVESTMENT PARTNERS II, LLC,
as a Lender

By:_____
Name:
Title:

INDOSUEZ CAPITAL FUNDING IIA, LIMITED
By: Indosuez Capital as Portfolio Advisor

By:_____
Name: Melissa Marano
Title: Vice President

INDOSUEZ CAPITAL FUNDING IV, L.P.

By: Indosuez Capital as Portfolio Advisor

By:_____
Name: Melissa Marano
Title: Vice President

Dec 23 1999 11:59AM ABN AMRO SYNDICATIONS No. 8766 P. 32/35
...or JUL - Received: 12/23/1999 11:54 in 06:06 on line [4] for JUL * Pg 32/35

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ALLIANCE INVESTMENT OPPORTUNITIES FUND, L.L.C., as a Lender

By: ALLIANCE INVESTMENT OPPORTUNITIES MANAGEMENT, L.L.C., as Managing Member

By: ALLIANCE CAPITAL MANAGEMENT L.P., as Managing Member

By: ALLIANCE CAPITAL MANAGEMENT CORPORATION, as General Partner

By:_____
Name:
Title:

AMSOUTH BANK, as a Lender

By:_____
Name:
Title:

ARES LEVERAGED INVESTMENT FUND II, L.P., as a Lender

By: ARES Management II, L.P., its General Partner

By:_____
Name: Seth J. Brufsky
Title: Vice President

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INCREASING LENDERS:

Additional Revolving Loan Commitment:
$2,500,000

ABN AMRO BANK N.V.

By: _____
Name: THOMAS A LEAMER
Title: SENIOR VICE PRESIDENT & MANAGING DIRECTOR

By: _____
Name:
Title: THOMAS M. TOERPE
VICE PRESIDENT

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REAFFIRMATION

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 5 to the Second Amended and Restated Credit Agreement dated as of December 14, 1998 by and among TOKHEIM CORPORATION, an Indiana corporation (the "Company"), GASBOY INTERNATIONAL, INC., a Pennsylvania corporation ("Gasboy"), TOKHEIM-SOFITAM S.A., a societe anonyme organized under the laws of France ("Tokheim-Sofitam"), TOKHEIM SOFITAM APPLICATIONS S.A., a societe anonyme organized under the laws of France ("Sofitam Applications", and, together with the Company, Gasboy and Tokheim-Sofitam, the "Borrowers") and the financial institutions from time to time party thereto (the "Lenders"), as amended by an Amendment No. 1, an Amendment No. 2, an Amendment No. 3 and an Amendment No. 4, dated as of January 11, 1999, March 1, 1999, February 27, 1999 and October 14, 1999, respectively (as amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Amendment No. 5 is dated as of December 22, 1999 (the "Amendment"). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by any Agent or any Lender, each of the undersigned reaffirms the terms and conditions of the Guaranty, Pledge Agreement, Security Agreement and any other Loan Document executed by it and acknowledges and agrees that such agreement and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and the Amendment and as the same may from time to time hereafter be amended, modified or restated.

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Dated as of December 22, 1999

TOKHEIM AUTOMATION CORPORATION
ENVIROTRONIC SYSTEMS, INC.
TOKHEIM INVESTMENT CORP.
SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.
GASBOY INTERNATIONAL, INC.
MANAGEMENT SOLUTIONS, INC.
TOKHEIM EQUIPMENT CORPORATION
TOKHEIM RPS, LLC
By: Gasboy International, Inc.
TOKHEIM-SOFITAM S.A.
TOKHEIM SOFITAM APPLICATIONS S.A.

By:_____
Name:
Title:

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THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND PROVISIONS OF A CERTAIN WARRANT AND REGISTRATION RIGHTS AGREEMENT DATED AS OF DECEMBER 22, 1999, ENTERED INTO AMONG THE COMPANY AND CERTAIN HOLDERS OF SECURITIES OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICES. UPON WRITTEN REQUEST TO THE COMPANY'S SECRETARY, A COPY OF SUCH AGREEMENT WILL BE PROVIDED WITHOUT CHARGE TO APPROPRIATELY INTERESTED PERSONS.

TOKHEIM CORPORATION

WARRANT CERTIFICATE

Dated as of December 22, 1999

Warrants to Purchase Common Stock

TOKHEIM CORPORATION, an Indiana corporation (the "Company"), hereby certifies that, for value received, _____, or registered assigns (the "Holder"), is the registered owner of _____ Warrants (as adjusted from time to time as provided herein, the "Warrants"), each of which will entitle the registered owner thereof to purchase one share, as adjusted from time to time as provided herein (each such share being a "Warrant Share" and all such shares being the "Warrant Shares"), of the common stock, par value $1.00 per share, of the Company (the "Common Stock") at the exercise price of $3.95 per share (as adjusted from time to time as provided herein, the "Exercise Price") during the period (the "Exercise Period") from and after the Original Issuance Date until all Warrants evidenced hereby have been exercised, all subject to the following terms and conditions. Certain capitalized terms are defined in Section 11 hereof. The Company and the Holder agree that the value of this Warrant on the date hereof is **[$1.00 per share of Common Stock represented hereby on the date of issuance]**.

SECTION 1. Registration. The Company shall register each Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered holder of each Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the holder thereof and for all other purposes.

SECTION 2. Transfers and Exchanges of Warrants and Warrant Shares.

(a) Registration of Transfers and Exchanges. The Company shall register the transfer of any Warrants upon records to be maintained by the Company for that purpose upon surrender of this Warrant Certificate, with the Form of Assignment attached hereto appropriately completed and duly signed, to the Company at the office specified in or pursuant to Section 3(c). Upon any such registration of transfer, a new Warrant Certificate, in substantially the form of this Warrant Certificate, evidencing the Warrants so transferred shall be issued to the transferee and a new Warrant Certificate, in similar form, evidencing the remaining Warrants not so transferred, if any, shall be issued to the then registered holder thereof.

(b) Warrants Exchangeable for Different Denominations. This Warrant Certificate is exchangeable, upon the surrender hereof by the holder hereof at the office of the Company specified in or pursuant to Section 3(c), for new Warrant Certificates, in substantially the form of this Warrant Certificate, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder, each of such new Warrant Certificates to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by said holder hereof at the time of such surrender.

SECTION 3. Duration and Exercise of Warrants.

(a) Warrants shall be exercisable by the registered holder thereof on any business day during the Exercise Period.

(b) Subject to the provisions of this Warrant Certificate, including adjustments to the number of Warrant Shares issuable on the exercise of each Warrant and to the Exercise Price pursuant to Section 7, the holder of each Warrant during the Exercise Period shall have the right to purchase from the Company (and the Company shall be obligated to issue and sell to such holder of a Warrant) at the Exercise Price one fully paid Warrant Share which is non-assessable.

(c) Subject to Sections 4, 8 and 10, upon surrender of this Warrant Certificate, with the Form of Election to Purchase attached hereto duly filled in and signed, to the Company at its office at 1600 Wabash Avenue, Fort Wayne, Indiana 46801-0360, Attention: Chief Financial Officer, or at such other address as the Company may specify in writing to the then registered holder of the Warrants, and upon either (i) payment of the Exercise Price multiplied by the number of Warrant Shares then issuable upon exercise of the Warrants being exercised in lawful money of the United States of America or (ii) notice by the registered Holder of this Warrant

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Certificate of its election to exercise the Warrants evidenced by this Warrant Certificate on a cashless basis in the manner described in subsection (d) of this Section 3, all as specified by the Holder of this Warrant Certificate in the Form of Election to Purchase, the Company shall promptly issue and cause to be delivered to or upon the written order of the registered Holder of such Warrants, and in such name or names as such registered Holder may designate, one or more certificates for the Warrant Shares issued upon such exercise of such Warrants. Any Person so designated to be named therein shall be deemed to have become Holder of record of such Warrant Shares as of the Date of Exercise of such Warrants.

The "Date of Exercise" of any Warrant means the date on which the Company shall have received (i) this Warrant Certificate, with the Form of Election to Purchase attached hereto appropriately completed and duly signed, and (ii) unless the Holder of this Warrant Certificate makes the election described in subsection (d) of this Section 3, payment of the Exercise Price for such Warrant.

(d) In lieu of paying the Exercise Price upon exercise of the Warrants, the Holder of this Warrant Certificate may elect to receive a number of Warrant Shares whose aggregate Market Price as of the Date of Exercise is equal to the fair value of this Warrant Certificate (or the portion hereof evidencing the number of Warrants then being exercised) on such date, in which event the Company shall issue to the Holder of this Warrant Certificate, upon receipt of notice of such election, a number of Warrant Shares equal to (i) the number of Warrant Shares that would otherwise be issuable upon payment of the Exercise Price of the Warrants then being exercised minus (ii) the number of shares of Common Stock having an aggregate Market Price equal to the product obtained by multiplying the Exercise Price by the number of Warrant Shares otherwise issuable upon payment of the Exercise Price of the Warrants then being exercised.

(e) The Warrants evidenced by this Warrant Certificate shall be exercisable, either as an entirety or, from time to time, for part only of the number of Warrants evidenced by this Warrant Certificate. If less than all of the Warrants evidenced by this Warrant Certificate are exercised at any time, the Company shall issue, at its expense, a new Warrant Certificate, in substantially the form of this Warrant Certificate, for the remaining number of Warrants evidenced by this Warrant Certificate.

SECTION 4. Payment of Taxes. The Company will pay all transfer and stock issuance taxes attributable to the issuance of the Warrants and the Warrant Shares; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of Warrants, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares upon the exercise of Warrants, to a Person other than a then existing registered Holder of Warrants or an Affiliate of such registered Holder.

SECTION 5. Mutilated or Missing Warrant Certificate. If this Warrant Certificate shall be mutilated, lost, stolen or destroyed, the Company will, upon request by the registered Holder of this Warrant Certificate, issue, in exchange for and upon cancellation of the mutilated Warrant Certificate, or in substitution for the lost, stolen or destroyed Warrant Certificate, a new Warrant

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Certificate, in substantially the form of this Warrant Certificate, of like tenor and representing the equivalent number of Warrants, but, in the case of loss, theft or destruction, only upon receipt of evidence satisfactory to the Company of such loss, theft or destruction of this Warrant Certificate and, if requested by the Company, a written agreement of indemnity from the Holder satisfactory to the Company.

SECTION 6. Reservation, Listing and Issuance of Warrant Shares.

(a) The Company will at all times have authorized, and reserve and keep available, free from preemptive rights, for the purpose of enabling it to satisfy any obligation to issue Warrant Shares upon the exercise of the Warrants, the number of shares of Warrant Shares issuable upon exercise of the Warrants.

(b) Before taking any action which could cause an adjustment pursuant to Section 7 reducing the Exercise Price below the then par value (if any) of the Warrant Shares, the Company will take any corporate action which may be necessary in order that the Company may validly and legally issue at the Exercise Price as so adjusted Warrant Shares that are fully paid and non-assessable.

(c) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant Certificate, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all taxes with respect to the issuance thereof and from all adverse claims, liens, charges and security interests created by the Company.

SECTION 7. Adjustments of Price and Number of Warrant Shares.

(a) Adjustment of Number of Warrant Shares Issuable. Upon each adjustment of the Exercise Price pursuant to this Section 7, the Holder of a Warrant shall be entitled to purchase, at the Exercise Price in effect after such adjustment, a number of Warrant Shares equal to the amount obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of such Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(b) Adjustment of Price upon Issuance of Common Stock. If and whenever after the date hereof, the Company shall issue or sell any shares of Common Stock for a consideration per share less than 100% of the Market Price (as hereinafter defined) at the time of such issue or sale, then forthwith upon such issue or sale, the Exercise Price shall be reduced to the lesser of the prices determined as follows:

(i) by dividing (A) an amount equal to the sum of (1) the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale multiplied by the then existing Exercise Price, and (2) the consideration, if any, received by the

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Company upon such issue or sale, by (B) the total number of shares of Common Stock Deemed Outstanding immediately after such issue or sale; and

(ii) by multiplying the Exercise Price in effect immediately prior to the time of such issue or sale by a fraction, the numerator of which shall be the sum of (A) the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale multiplied by the Market Price immediately prior to such issue or sale plus (B) the consideration received by the Company upon such issue or sale, and the denominator of which shall be the product of (C) the total number of shares of Common Stock Deemed Outstanding immediately after such issue or sale, multiplied by (D) the Market Price immediately prior to such issue or sale.

(c) Additional Adjustments. For the purposes of subsection (b) of this Section, the following clauses shall also be applicable:

(i) Issuance of Rights or Options. If at any time the Company shall grant (whether directly or by assumption in a merger in which the Company is the surviving Company or otherwise) any rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or securities convertible into or exchangeable for Common Stock (such convertible or exchangeable stock or securities being herein called "Convertible Securities") whether or not such rights or options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such rights or options or upon conversion or exchange of such Convertible Securities (determined as provided below) shall be less than the Market Price in effect immediately prior to the time of the granting of such rights or options, then the total maximum number of shares of Common Stock issuable upon the exercise of such rights or options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such rights or options shall (as of the date of granting of such rights or options) be deemed to have been issued for such price per share, and the Exercise Price shall be adjusted in accordance with Section 7(b). Except as provided in clause (iii) of this subsection, no further adjustments of any Exercise Price shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such rights or options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities. For the purposes of this clause (i), the price per share for which Common Stock is issuable upon the exercise of any such rights or options or upon conversion or exchange of any such Convertible Securities shall be determined by dividing (A) the total amount, if any, received or receivable by the Company as consideration for the granting of such rights or options, plus the minimum aggregate amount of additional consideration payable to the Company upon the exercise of all such rights or options, plus, in the case of such rights or options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable

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upon the exercise of such rights or options or upon conversion or exchange of all such Convertible Securities issuable upon the exercise of such rights or options.

(ii) Issuance of Convertible Securities. If the Company shall issue (whether directly or by assumption in a merger in which the Company is the surviving corporation or otherwise) or sell any Convertible Security, whether or not the rights to exchange or convert thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon conversion or exchange of such Convertible Securities (determined as provided below) shall be less than the Market Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall (as of the date of the issue or sale of such Convertible Securities) be deemed to have been issued for such price per share, and the Exercise Price shall be adjusted in accordance with Section 7(b), provided that (A) except as provided in clause (iii) of this subsection, no further adjustments of any Exercise Price shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities, and (B) if any such issue or sale of such Convertible Securities is made upon exercise of any rights to subscribe for or to purchase or any option to purchase any such Convertible Securities for which adjustments of any Exercise Price have been or are to be made pursuant to other provisions of this subsection (c), no further adjustment of any Exercise Price shall be made by reason of such issue or sale. For the purposes of this clause (ii), the price per share for which Common Stock is issuable upon conversion or exchange of Convertible Securities shall be determined by dividing (C) the total amount, if any, received or receivable by the Company as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange thereof, by (D) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities.

(iii) Readjustments. If the purchase price provided for in any rights or options referred to in clause (i) above, or the additional consideration, if any, payable upon the conversion or exchange of Convertible Securities referred to in clause (i) or (ii) above, or the rate at which any Convertible Securities referred to in clause (i) or (ii) above are convertible into or exchangeable for Common Stock, shall be reduced, then the Exercise Price in effect at the time of such event shall forthwith be readjusted to the Exercise Price which would have been in effect at such time had such rights, options or Convertible Securities then outstanding provided for such reduced purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. On the expiration of any such option or right or the termination of any such right to convert or exchange such Convertible Securities, the Exercise Price and number of Warrant Shares issuable pursuant hereto then in effect shall be readjusted to the Exercise Price and number of Warrant Shares which would have been in effect at the time of such expiration or termination had such warrant, right, option or Convertible Security never

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been issued, and the shares of Common Stock issuable thereunder shall no longer be Common Stock Deemed Outstanding.

(iv) Consideration for Stock. If any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Company therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith. If the Company shall declare or pay a dividend or make any other distribution upon any stock of the Company payable in Common Stock, Convertible Securities or options, warrants or rights to purchase Common Stock or Convertible Securities, the securities issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration. If any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Company shall be deemed to be the fair value of such consideration as determined reasonably and in good faith by the board of directors of the Company, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith. If any shares of Common Stock or Convertible Securities or any rights or options to purchase such shares of Common Stock or Convertible Securities shall be issued in connection with any merger or consolidation in which the Company is the surviving corporation (other than any consolidation or merger in which the previously outstanding shares of Common Stock of the Company shall be changed into or exchanged for the stock or other securities of another corporation), the amount of consideration therefor shall be deemed to be the fair value as determined reasonably and in good faith by the board of directors of the Company or such portion of the assets and business of the non-surviving corporation as such board may reasonably and in good faith determine to be attributable to such shares of Common Stock, Convertible Securities, rights or options, as the case may be. In the event of any consolidation or merger of the Company in which the Company is not the surviving corporation or in which the previously outstanding shares of Common Stock of the Company shall be changed into or exchanged for the stock or other securities of another entity or in the event of any sale of all or substantially all of the assets of the Company for stock or other securities of any entity, the Company shall be deemed to have issued a number of shares of its Common Stock for stock or securities or other property of such entity computed on the basis of the actual exchange ratio on which the transaction was predicated and for a consideration equal to the fair market value on the date of such transaction of all such stock or securities or other property of such entity, and if any such calculation results in adjustment of the Exercise Price in accordance with Section 7(b), the determination of the number of shares of Common Stock issuable upon exercise of the Warrants immediately prior to such merger, consolidation or sale, for purposes of Section 7(f), shall be made after giving effect to such adjustment of the Exercise Price.

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(v) Record Date. If the Company shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock or in Convertible Securities or (B) to rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right, as the case may be.

(vi) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock for the purposes of this Section 7.

(d) Subdivision or Combination of Stock. If the Company shall at any time subdivide (whether by stock split, stock dividend, recapitalization or otherwise) the outstanding shares of Common Stock into a greater number of shares or pay a dividend or make a distribution to holders of Common Stock in the form of Common Stock, the Exercise Price in effect immediately prior to such subdivision, payment or distribution shall be proportionately reduced; conversely, if the outstanding shares of Common Stock shall be combined into a smaller number of shares (whether by reverse stock split or otherwise), the Exercise Price in effect immediately prior to such combination shall be proportionately increased.

(e) Payment in the Event of Dividends. If the Company shall pay a dividend or distribution (including, without limitation, a distribution in the form of securities of the Company) upon the Common Stock, the Company shall pay to the holder of this Warrant Certificate, in respect of each Warrant Share issuable upon exercise of the Warrants evidenced hereby, an amount equal, in the case of a dividend in cash, to the amount per share of the Common Stock so payable or, in the case of any other dividend, to the fair value per share of the Common Stock of the property so payable, as determined, reasonably and in good faith, by the board of directors of the Company.

(f) Adjustments for Consolidation, Merger, Sale of Assets, Reorganization, etc. If the Company (i) consolidates with or merges into any other entity and is not the continuing or surviving corporation of such consolidation or merger, or (ii) permits any other entity to consolidate with or merge into the Company and the Company is the continuing or surviving corporation but, in connection with such consolidation or merger, the Common Stock is changed into or exchanged for stock or other securities of any other corporation or cash or any other assets, or (iii) transfers all or substantially all of its properties and assets to any other entity, or (iv) effects a recapitalization, capital reorganization or reclassification of the capital stock of the Company in such a way that holders of Common Stock shall be entitled to receive stock, securities, cash or assets with respect to or in exchange for Common Stock (each of the transactions referred to in the foregoing clauses (i) through (iv) being an "Organic Change"), then, and in each such case, proper provision shall be made in form and substance satisfactory

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to the Holders so that, upon the basis and upon the terms and in the manner provided in this subsection (f), the holder of this Warrant Certificate, upon the exercise of each Warrant at any time after the consummation of such Organic Change, shall be entitled to receive (at the aggregate Exercise Price in effect for all Warrant Shares issuable upon such exercise immediately prior to such consummation as adjusted to the time of such transaction), in lieu of shares of Common Stock issuable upon such exercise prior to such consummation, the stock and other securities, cash and assets to which such holder would have been entitled upon such consummation if such holder had so exercised such Warrant immediately prior thereto (subject to adjustments subsequent to such corporate action as nearly equivalent as possible to the adjustments provided for in this Section 7).

(g) Notice of Adjustment. Upon any adjustment of any Exercise Price, then and in each such case the Company shall promptly deliver a notice to the registered holder of the Warrants, which notice shall state the Market Price, if any adjustment depends upon a determination of Market Price, and the Exercise Price resulting from such adjustment and the increase or decrease, if any, in the number of shares purchasable at such price upon the exercise of each Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(h) Other Notices. In case at any time:

(i) the Company shall declare any cash dividend on its Common Stock;

(ii) the Company shall pay any dividend payable in stock upon its Common Stock or make any distribution (other than regular cash dividends) to the holders of its Common Stock;

(iii) the Company shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(iv) the Company shall authorize the distribution to all holders of its Common Stock of evidence of its indebtedness or assets (other than cash dividends or cash distributions payable out of earnings or earned surplus or dividends payable in Common Stock);

(v) there shall be any Organic Change;

(vi) there shall be a voluntary or involuntary dissolution, liquidation, bankruptcy, assignment for the benefit of creditors, or winding up of the Company; or

(vii) the Company proposes to take any other action or an event occurs which would require an adjustment of the Exercise Price pursuant to subsection (i) of this Section 7;

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then, in any one or more of said cases, the Company shall give written notice, addressed to the holder of this Warrant Certificate at the address of such holder as shown on the books of the Company, of (1) the date on which the books of the Company shall close or a record shall be taken for such dividend, distribution or subscription rights, or (2) the date (or, if not then known, a reasonable approximation thereof by the Company) on which such Organic Change or other action or event, as the case may be, shall take place (or, in the case of clause (vi) above, the date on which the relevant action or event took place). Such notice shall also specify (or, if not then known, reasonably approximate) the date as of which the holders of Common Stock of record shall participate in such dividends, distribution or subscription rights, or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Organic Change, dissolution, liquidation, bankruptcy, assignment for the benefit of creditors, winding up, or other action or event, as the case may be. Such written notice shall be given at least twenty days prior to the action in question and not less than twenty days prior to the record date or the date on which the Company's transfer books are closed in respect thereto; provided, that no advance notice need be given of any event or action specified in clause (vi) above, but the Company shall give notice of such event as promptly thereafter as practicable.

(i) Certain Events. If any event occurs of the type contemplated by the provisions of this Section 7 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company shall appoint a firm of independent certified public accountants (which may be the regular auditors of the Company) of recognized national standing, which shall give their opinion upon the adjustment, if any, on a basis consistent with the basic intent and principles established in the other provisions of this Section 7, necessary to preserve, without dilution, the exercise rights of the registered holder of this Warrant Certificate. Upon receipt of such opinion, the Company shall forthwith make the adjustments described therein.

(j) Certain Exceptions to Antidilution Protection. Notwithstanding anything to the contrary in this Section 7, there shall be no adjustment to the Exercise Price or to the number of Warrant Shares issuable upon exercise hereof: (i) in connection with the sale or issuance of the Warrant Certificates for an initial aggregate of 2,527,020.01 shares of Common Stock issued to the Lenders (or their Affiliates) under the Credit Agreement on the Original Issuance Date and all warrants issued upon the partial exercise, transfer or division of, or in substitution for, any such warrants, or any adjustment to the number of shares issuable pursuant thereto in accordance with the terms of any thereof; (ii) from and after the date on which all holders of the Schlumberger Warrant have issued the waiver and amendment referred to the Section 11 of Amendment No. 5 to the Credit Agreement, any adjustment to the number of shares issuable under the Schlumberger Warrant pursuant to the terms thereof as in effect on the Original Issuance Date; (iii) upon exercise of any Convertible Security outstanding on the Original Issuance Date provided that the price per share for which Common Stock is issuable upon exercise of such Convertible Security was not less than the Market Price upon the date of grant or issuance of such Convertible Security; or (iv) upon any exercise of the Schlumberger Warrant in accordance with the terms thereof in effect on the Original Issuance Date.

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(k) Other Securities. If at any time, as a result of an adjustment made pursuant to this Section 7, any holder of Warrants shall become entitled to purchase any securities of the Company other than shares of Common Stock, the number or amount of such other securities so purchasable and the consideration for such securities shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions contained in this Section 7 hereof.

SECTION 8. No Stock Rights. No holder of this Warrant Certificate, as such, shall be entitled to vote or be deemed the holder of Common Stock or any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the Holder of this Warrant Certificate, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends (except as provided herein) or subscription rights or otherwise, until the Date of Exercise of the Warrants shall have occurred.

SECTION 9. Fractional Shares. The Company shall not be required to issue fractions of Warrant Shares upon exercise of the Warrants or to distribute certificates which evidence fractional Warrant Shares. As to any fractional share of Common Stock which the Holder would otherwise be entitled to subscribe for from the Company upon such exercise, the Company shall purchase from the Holder such unissued fractional share at a price equal to an amount calculated by multiplying such fractional share (calculated to the nearest 1/100th of a share) by the then-Market Price determined in accordance with the terms of this Warrant. Payment of such amount shall be made in cash or by check payable to the order of the Holder at the time of delivery of any certificate or certificates arising upon such exercise.

SECTION 10. No Registration under Securities Act. Neither the Warrants nor the Warrant Shares have been registered under the Securities Act. The Holder of this Warrant Certificate, by acceptance hereof, represents that it is acquiring the Warrants to be issued to it for its own account and not with a view to the distribution thereof, and agrees not to sell, transfer, pledge or hypothecate any Warrants or any Warrant Shares unless a registration statement is effective for such Warrants or Warrant Shares under the Securities Act or in the opinion of such holder's counsel (a copy of which opinion shall be delivered to the Company) such transaction is exempt from the registration requirements of the Securities Act; provided that Warrants and Warrant Shares issued to such Holder may be transferred to any Affiliate of such Holder, without any such registration (to the extent permitted by law) or opinion, subject to the foregoing restriction on any further sale, transfer, pledge or hypothecation by such Affiliate.

SECTION 11. Certain Definitions. The following terms have the meanings set forth below:

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person.

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"Common Stock" is defined in the first paragraph hereof.

"Common Stock Deemed Outstanding" means, at any given time, (x) the number of shares of Common Stock actually outstanding at such time, plus (y) the number of shares of Common Stock issuable pursuant to any outstanding Convertible Securities, or rights or options to purchase Common Stock or Convertible Securities but only to the extent such Convertible Securities, rights or options are In the Money at such time.

"Company" is defined in the first paragraph hereof.

"Convertible Securities" is defined in Section 7(c)(i).

"Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of December 14, 1998 among the Company, certain subsidiaries of the Company, certain lenders and ABN Amro Bank N.V., as administrative agent, as amended, supplemented or otherwise modified from time to time.

"Date of Exercise" is defined in Section 3(c).

"Exercise Period" is defined in the first paragraph hereof.

"Exercise Price" is defined in the first paragraph hereof.

"Holder" is defined in the first paragraph hereof.

"In the Money" means, as to any Convertible Securities or rights or options to purchase Common Stock or Convertible Securities at any time, that such Convertible Securities, rights or options have a conversion price, exercise price or similar price per share of Common Stock that is less than the Market Price as of the date of determination.

"Market Price" shall mean the average of the daily closing prices per share of the Common Stock for the ten consecutive trading days immediately preceding the day as of which "Market Price" is being determined (exclusive of "ex-dividend" and similar dates) provided, however, that (i) Market Price shall be the closing price per share of the Common Stock of the Company on the date of issuance with respect to the issuance of options to purchase Common Stock of the Company issued to directors, officers or employees of the Company and (ii) Market Price shall be the closing price per share of the Common Stock of the Company on the date the underwriting agreement is executed with respect to any bona fide underwritten public offering of the Common Stock of the Company involving net cash proceeds to the Company of at least $1,000,000. The closing price for each day shall be the last sale price regular way or, in case no such sale takes place on such day, the average of the closing bid and asked prices regular way, in either case on the principal national securities exchange on which the shares are listed or admitted to trading, or if the shares are not so listed or admitted to trading, on the National Market System of NASDAQ or, if prices for the shares are not quoted on such National Market

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System, the average of the highest reported bid and lowest reported asked prices as furnished by the National Association of Securities Dealers, Inc. through NASDAQ or through a similar organization if NASDAQ is no longer reporting such information. If shares of the Common Stock are not listed or admitted to trading on any exchange or quoted through NASDAQ or any similar organization, the "Market Price" shall be deemed to be the higher of (x) the book value of a share of the Common Stock as determined by any firm of independent certified public accountants of recognized national standing, selected by the board of directors of the Company, as at the last day of any month ending within sixty days preceding the date as of which the determination is to be made and (y) the fair value thereof determined in good faith by a nationally recognized independent investment banking firm selected by the Company and acceptable to the holders of a majority of the Warrants as of a date which is within 30 days of the date as of which the determination is to be made (the fees and expenses of such independent certified public accountants and independent investment banking firm to be paid by the Company); provided, however, that in the case of any determination of Market Price pursuant to this sentence, the Market Price shall not be less than the amount of the consideration per share received by the Company in respect of the most recent sale, transfer or other issuance of Common Stock by the Company (other than as a result of the exercise of any option or warrant or the conversion of any Convertible Security) in an arms' length transaction to an unaffiliated third party within the 90-day period immediately preceding the date as to which the determination is to be made.

Anything herein to the contrary notwithstanding, if the Company shall issue any shares of Common Stock or Convertible Securities or rights or options to purchase Common Stock or Convertible Securities in connection with the acquisition by the Company of the stock or assets of any other corporation or the merger of any other corporation into the Company, the Market Price shall be determined in the manner described in this definition as of the date the number of shares of Common Stock, Convertible Securities (or in the case of Convertible Securities other than stock, the aggregate principal amount of Convertible Securities), rights or options was determined (as set forth in a written agreement between the Company and the other party to the transaction) rather than on the date of issuance of such shares of Common Stock, Convertible Securities, rights or options.

"Organic Change" is defined in Section 7(f).

"Original Issuance Date" means December 22, 1999.

"Person" means an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Schlumberger Warrant" means the Warrant to Purchase up to 19.9% of the Shares of Tokheim Corporation dated September 30, 1998 issued by the Company to Schlumberger Limited.

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"Securities Act" means the Securities Act of 1933, as amended.

"Warrant" is defined in the first paragraph hereof.

"Warrant and Registration Rights Agreement" means the Warrant and Registration Rights Agreement dated as of December 22, 1999 among the Company and certain holders of its securities, as amended, supplemented or otherwise modified from time to time.

"Warrant Share" is defined in the first paragraph hereof.

SECTION 12. Notices. All notices, requests, demands and other communications relating to this Warrant Certificate shall be in writing, including by facsimile, addressed (a) if to the registered owner hereof, to it at the address furnished by the registered owner to the Company, and (b) if to the Company, to it at 1600 Wabash Avenue, Fort Wayne, Indiana 46801-0630, facsimile no.: (219) 484-1110, Attention: Chief Financial Officer, or to such other address as any party shall notify the other party in writing, and shall be effective, in the case of written notice by mail, three days after placement into the mails (first class, postage prepaid), and in the case of notice by facsimile, on the same day as receipt is confirmed.

SECTION 13. Binding Effect. This Warrant Certificate shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of the Warrants and the Warrant Shares.

SECTION 14. Governing Law. This Warrant Certificate shall be construed in accordance with and governed by the internal laws of the State of Illinois.

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IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its officer thereunto duly authorized as of the date hereof.

TOKHEIM CORPORATION

By_____
Title:

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FORM OF ELECTION TO PURCHASE

(To be executed by the holder of Warrants if such holder desires to exercise Warrants evidenced by the foregoing Warrant Certificate)

To Tokheim Corporation:

The undersigned hereby irrevocably elects to exercise _____ Warrants evidenced by the foregoing Warrant Certificate for, and to [purchase thereunder, _____ shares of Common Stock issuable upon exercise of said Warrants and delivery of $_____ (in cash as provided for in the foregoing Warrant Certificate) and any applicable taxes payable by the undersigned pursuant to such Warrant Certificate.][receive, in accordance with Section 3(d) of the Warrant Certificate, ____ shares of Common Stock issuable upon exercise of said Warrants and delivery of any applicable taxes payable by the undersigned pursuant to such Warrant Certificate].

The undersigned requests that certificates for such shares be issued in the name of

PLEASE INSERT SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER

_____

_____

(Please print name and address)

_____

_____

If said number of Warrants shall not be all the Warrants evidenced by the foregoing Warrant Certificate, the undersigned requests that a new Warrant Certificate evidencing the Warrants not so exercised be issued in the name of and delivered to

_____

(Please print name and address)

_____

_____

Dated: _____, ____

Name of holder of Warrant (Print): _____

(By:) _____

(Title:)

979541 99600918

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned in and to the number of Warrants (as defined in and evidenced by the foregoing Warrant Certificate) set opposite the name of such assignee below and in and to the foregoing Warrant Certificate with respect to said Warrants and the shares of Common Stock issuable upon exercise of said Warrants:

Name of Assignee	Address	Number of Warrants

If the total of said Warrants shall not be all the Warrants evidenced by the foregoing Warrant Certificate, the undersigned requests that a new Warrant Certificate evidencing the Warrants not so assigned be issued in the name of and delivered to the undersigned.

Name of
holder of Warrant (Print:) _____

579541 99600918

WARRANT AND REGISTRATION RIGHTS AGREEMENT

WARRANT AND REGISTRATION RIGHTS AGREEMENT, dated as of December 22, 1999 (this "Agreement"), is by and among TOKHEIM CORPORATION, an Indiana corporation (the "Company"), and certain holders of Warrant Certificates referred to below (the "Investors").

WHEREAS, in connection with Amendment No. 5 (the "Amendment") to the Second Amended and Restated Credit Agreement, dated as of December 14, 1998 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, certain lenders (the "Lenders") and ABN Amro Bank, N.V., as administrative agent, the Company has agreed to issue certain Warrants (the "Warrants") evidenced by Warrant Certificates in the form of Exhibit B to the Amendment (together with any certificates issued in replacement or substitution therefor, the "Warrant Certificates") to purchase shares of the Company's Common Stock, par value $1.00 per share (the "Common Stock"), pursuant to the terms of such Warrants;

WHEREAS, in connection with the Amendment, the Company has agreed to register for sale by the Investors the shares of Common Stock received by the Investors upon exercise of the Warrants; and

WHEREAS, the Company and the Investors desire to set forth certain agreements relating to the repurchase of the Warrants and the Common Stock issuable upon exercise thereof.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows:

Section 1. Certain Definitions. In this Agreement the following terms shall have the following meanings:

"Accredited Investor" shall have the meaning set forth in Rule 501 of the General Rules and Regulations promulgated under the Securities Act.

"Affiliate" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations, ordinances and orders of governmental bodies, (ii) authorizations, consents, approvals, licenses or exemptions of,

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registrations or filings with, or reports or notices to, governmental bodies and (iii) orders, decisions, judgments and decrees of all courts, administrative agencies and arbitrators.

"Call Percentage" means (x) in the case of a repurchase pursuant to the Loan Repayment Date having occurred, 100% and (y) in the case of a repurchase occurring by virtue of the Deleveraging Condition having been met, 50%.

"Call Repurchase Price" in effect as of any date shall mean a per share value equal to

(1) in the case of a repurchase pursuant to the Loan Repayment Date having occurred, the higher of:

(a) the Market Price per share on such date and

(b) the Minimum Price per share; and

(2) in the case of any repurchase occurring by virtue of the Deleveraging Condition having been met, the higher of

(a) (x) the Market Price per share on such date times (y) (i) if such repurchase occurs prior to the first anniversary hereof, .80, (ii) if such repurchase occurs on or after the first anniversary hereof but prior to the second anniversary hereof, .90 or (iii) if such repurchase occurs on or after the second anniversary hereof, 1 and

(b) the Minimum Price per share;

provided that in the case of the repurchase of unexercised Warrants, the above per share prices shall be reduced by the Exercise Price (as defined in the Warrant Certificates) per share.

"Change of Control" has the meaning assigned thereto in the Credit Agreement.

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Deleveraging Condition" means that (a) the Company's Senior Leverage Ratio (as defined in the Credit Agreement) is less than 2.0 to 1.0, (b) the Company's Leverage Ratio (as defined in the Credit Agreement) is less than 4.0 to 1.0 and (c) the principal amount of all Obligations under the Credit Agreement does not exceed $200,000,000 and the Lenders do not have an obligation to extend credit to the Company under the Credit Agreement in an amount in excess of $200,000,000.

"Designated Affiliate" means, as to any Lender, an Affiliate of such Lender designated by such Lender to hold some or all of the Warrants issuable hereunder.

"Effective Date" means the date the Amendment becomes effective.

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"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Holders" shall mean (i) the Investors and (ii) each Person holding Registrable Shares as a result of a transfer or assignment to that Person of Registrable Shares other than pursuant to an effective registration statement or Rule 144 (or any successor provision) under the Securities Act.

"Indemnified Party" shall have the meaning ascribed to it in Section 7(c) of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to it in Section 7(c) of this Agreement.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

"Loan Repayment Date" means the date upon which: (i) all Obligations under and as defined in the Credit Agreement shall have been irrevocably paid in full in cash; (ii) no further obligations, contingent or otherwise) to the Agents or any of the Lenders shall remain outstanding under the Credit Agreement or any of the other Credit Documents (as defined in the Credit Agreement), other than any contingent obligation of the Company to indemnify the Agents and the Lenders and any other obligation which under the term of the Credit Documents survives the repayment of the Obligations; and (iii) the Lenders' commitments to make Loans and to issue Letters of Credit under the Credit Agreement shall have been irrevocably terminated.

"Market Price" has the meaning assigned thereto in the Warrant Certificates.

"Minimum Price" in effect as of any date shall mean $7 per share; provided that upon any adjustment pursuant to Section 7(d) of the Warrant Certificates of the Exercise Price (as defined in the Warrant Certificates) or the number of Warrant Shares issuable upon the exercise of the Warrants (an "Adjustment"), the Minimum Price will be adjusted upward or downward so that the result obtained by multiplying (i) such Minimum Price prior to such Adjustment, by (ii) the number of shares of Warrant Shares issuable pursuant to the Warrants immediately prior to such Adjustment is equal to the result obtained by multiplying (iii) such Minimum Price after such Adjustment, by (iv) the number of Warrant Shares issuable pursuant to the Warrants immediately after such Adjustment.

"Person" shall mean an individual, corporation, partnership, limited liability company, estate, trust, association, private foundation, joint stock company or other entity.

"Put Repurchase Price" in effect as of any date shall mean the Market Price on such date; provided that in the case of the repurchase of unexercised Warrants, the above per share price shall be reduced by the Exercise Price (as defined in the Warrant Certificates) per share.

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The terms "Register," "Registered" and "Registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act providing for the sale by the Holders of Registrable Shares in accordance with the method or methods of distribution designated by the Holders, and the declaration or ordering of the effectiveness of such registration statement by the Commission.

"Registrable Shares" shall mean the Warrant Shares issued upon exercise of the Warrants; provided, however, that any such shares of Common Stock shall cease to be Registrable Shares when (A) a registration statement with respect to the sale of such shares shall have become effective under the Securities Act and such shares shall have been disposed of in accordance with such registration statement; (B) such shares shall have been sold in accordance with Rule 144; or (C) such shares shall have been otherwise transferred and new certificates not subject to transfer restrictions under the Securities Act and not bearing any legend restricting further transfer shall have been delivered by the Company, and no other applicable and legally binding restriction on transfer under the federal securities laws shall exist.

"Registration Expenses" shall mean all out-of-pocket expenses (excluding Selling Expenses) incurred by the Company in complying with Section 5 hereof, including, without limitation, the following: (a) all registration and filing fees; (b) fees and expenses of compliance with federal and state securities laws (including, without limitation, reasonable fees and disbursements of counsel in connection with state securities qualifications of the Registrable Shares under the laws of such jurisdictions as the Holders may reasonably designate); (c) printing (including, without limitation, expenses of printing or engraving certificates representing the Registrable Shares in a form eligible for deposit with The Depository Trust Company and otherwise meeting the requirements of any securities exchange on which they are listed and of printing registration statements and prospectuses), messenger, telephone, shipping and delivery expenses; (d) fees and disbursements of counsel for the Company; (e) fees and disbursements of all independent public accountants of the Company (including without limitation the expenses of any annual or special audit and "cold comfort" letters reasonably required by the managing underwriter); (f) Securities Act liability insurance if the Company so desires; (g) fees and expenses of other Persons reasonably necessary in connection with the registration, including any experts, retained by the Company; (h) fees and expenses incurred in connection with the listing of the Registrable Shares on each securities exchange on which securities of the same class are then listed; and (i) fees and expenses associated with any filing with the National Association of Securities Dealers, Inc. required to be made in connection with the registration statement.

"Rule 144" shall mean Rule 144 promulgated by the Commission under the Securities Act, or any successor thereto, as the same shall be in effect at the relevant time.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Selling Expenses" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to any sale of Registrable Shares.

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"Subsidiary" means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

"Warrant Shares" has the meaning assigned thereto in the Warrant Certificates.

Section 2. Issuance of Warrants. On the Effective Date, in consideration for the Lenders entering into the Loan Agreement, the Company shall issue to each Lender (or its Designated Affiliate) a Warrant Certificate representing Warrants to purchase the number of shares of Common Stock to which such Lender is entitled pursuant to Section 3(c) of the Amendment.

Section 3. Representations and Warranties of the Company. The Company represents and warrants to the Lenders and their Designated Affiliates that:

(a) Corporate Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Indiana, and is duly qualified as a foreign corporation and authorized to do business in all jurisdictions wherein the character of the properties owned or held under lease by it or the nature of the business transacted by it makes such qualification necessary, except for those jurisdictions in which the failure so to qualify or be authorized, singly or in the aggregate, have not had and will not have a materially adverse effect upon the business, financial position or results of operations of the Company and its Subsidiaries taken as a whole, and each of the Company and each of its Subsidiaries has all corporate powers, and all material governmental licenses, authorizations, consents and approvals, required to carry on its respective businesses as presently conducted.

(b) Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Company of this Agreement and each Warrant Certificate are within the Company's corporate powers, have been duly authorized by all necessary corporate action, require no action by or in respect of, or filing or recording with, any governmental body, agency or official and do not (i) contravene, or constitute a default under, any provision of Applicable Law or of the certificate of incorporation or by-laws of the Company or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Company, or (ii) result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

(c) Binding Effect. Each of this Agreement and each Warrant Certificate is a valid and binding obligation of the Company.

(d) Capitalization of the Company; Reservation of Shares; Other Matters Relating to Capital Stock.

(i) As of the Effective Date, the authorized capital stock of the Company consists solely of 30,000,000 shares of Common Stock and 5,000,000 shares of special stock ("Special

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Stock")], of which (assuming no Lender or Designated Affiliate exercises any Warrant) 12,698,593 shares of Common Stock and 817,412 shares of Special Stock are issued and outstanding. All of such outstanding capital stock is validly issued, fully paid and nonassessable and has been issued in compliance with all applicable securities laws. As of the Effective Date, except as set forth on Schedule 3(d) and except for the Warrants, there are no existing options, convertible securities, warrants, calls, pledges, transfer restrictions (except restrictions imposed by federal and state securities laws), liens, rights of first offer, rights of first refusal, antidilution provisions or commitments of any character relating to any issued or unissued shares of capital stock of the Company. Except for the Warrants or as set forth on Schedule 3(d), there are no preemptive or other preferential rights applicable to the issuance and sale of equity securities (or securities convertible or exercisable into or exchangeable for equity securities) of the Company.

(ii) As of the Effective Date, sufficient shares of authorized but unissued shares of Common Stock have been reserved by appropriate corporate action in connection with the prospective exercise of the Warrants. The issuance of the Warrants will not (x) require any further corporate action by the stockholders or directors of the Company, (y) be subject to any statutory or contractual preemptive rights of any present or future stockholders of the Company or (z) conflict with any provision of any agreement to which the Company is a party or by which the Company is bound. All shares of Common Stock issuable upon exercise of the Warrants in accordance with their terms will be validly authorized, fully paid and nonassessable.

(iii) Neither the Company nor any of its Subsidiaries has violated any applicable federal or state securities laws in connection with the offer, sale and issuance of any of its capital stock or securities. The offer, sale and issuance of the Warrants and the shares of Common Stock issuable upon exercise thereof do not require registration under the Securities Act or any applicable federal or state securities laws.

Section 4. Compliance with Securities Laws; Legends.

(a) Investment Intent. Each Lender represents and warrants to the Company that it is acquiring the Warrants for its own account, with no present intention of selling or otherwise distributing the same to the public.

(b) Status of Securities. Each Lender has been informed by the Company that the Warrants and Warrant Shares have not been and, except as contemplated by this Agreement, will not be registered under the Securities Act or under any state securities laws and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering.

(c) Status of Lenders. Each Lender represents and warrants to the Company that it is an Accredited Investor.

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(d) Transfer of Warrants and Warrant Shares.

(i) Without limiting any other permitted transfers contemplated by this Agreement, the Warrants and Warrant Shares may be transferred pursuant to (1) public offerings registered under the Securities Act, (2) Rule 144 or 144A promulgated under the Securities Act (or any similar rule then in force) or (3) subject to the conditions set forth in Section 4(d)(ii), any other legally available means of transfer.

(ii) In connection with any transfer of any Warrants or Warrant Shares described in Section 4(d)(i)(3), a Holder desiring to transfer Warrants or Warrant Shares shall deliver written notice to the Company describing in reasonable detail the proposed transfer, together with an opinion of counsel (which, to the Company's reasonable satisfaction, is knowledgeable in securities law matters) to the effect that such transfer may be effected without registration of such shares under the Securities Act; provided that no such opinion shall be required if there shall have been delivered to the Company an opinion of counsel that no subsequent transfer of such Warrants or Warrant Shares shall require registration under the Securities Act. Promptly upon receipt of any opinion described in the proviso to the preceding sentence, the Company shall prepare and deliver in connection with the consummation of the proposed transfer, new certificates for the Warrants or Warrant Shares being transferred that do not bear the legend set forth in Section 4(d)(iii).

(iii) Except as provided in Sections 5(j) and 4(d)(ii), each certificate for any Warrants or Warrant Shares shall be imprinted with a legend substantially in the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

(e) In addition to the legend required by Section 4(d)(iii), each certificate for any Warrants or Warrant Shares shall be imprinted with a legend substantially in the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND PROVISIONS OF A CERTAIN WARRANT AND REGISTRATION RIGHTS AGREEMENT DATED AS OF DECEMBER 22, 1999, ENTERED INTO AMONG THE COMPANY AND CERTAIN HOLDERS OF SECURITIES OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICES. UPON WRITTEN

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REQUEST TO THE COMPANY'S SECRETARY, A COPY OF SUCH AGREEMENT WILL BE PROVIDED WITHOUT CHARGE TO APPROPRIATELY INTERESTED PERSONS.

Any legend endorsed on a certificate pursuant to this Section 4(e) shall be removed if the securities represented thereby shall have been effectively registered under the Securities Act and sold pursuant to an effective registration statement or have been sold in compliance with Rule 144.

Section 5. Registration.

(a) Company Registration.

(i) If, after the earlier of (x) December 22, 2000 and (y) the Loan Repayment Date, the Company shall determine to Register any of its equity securities either for its own account or for the account of any other Person, other than a Registration relating solely to benefit plans, or a Registration relating solely to a Commission Rule 145 transaction, or a Registration on any registration form which does not permit secondary sales or does not include substantially the same information as would be required to be included in a registration statement covering the sale of Registrable Shares, the Company will:

(A) promptly give to each of the Holders a written notice thereof (which shall include a list of the jurisdictions, if any, in which the Company intends to attempt to qualify such securities under applicable state securities laws); and

(B) include in such Registration (and any related qualification under state securities laws or other compliance), and in any underwriting involved therein, all the Registrable Shares specified in a written request or requests, made by the Holders within ten (10) business days after the giving of the written notice from the Company described in clause (i) above, except as set forth in Section 5(a)(ii) below. Such written request shall specify the amount of Registrable Shares intended to be disposed of by a Holder and may specify all or a part of the Holder's Registrable Shares.

Notwithstanding the foregoing, if, at any time after giving such written notice of its intention to effect such Registration and prior to the effective date of the registration statement filed in connection with such Registration, the Company shall determine for any reason not to Register such equity securities the Company may, at its election, give written notice of such determination to the Holders and thereupon the Company shall be relieved of its obligation to Register such Registrable Shares in connection with the Registration of such equity securities (but not from its obligation to pay Registration Expenses to the extent incurred in connection therewith as provided herein).

(ii) Underwriting. If the Registration of which the Company gives notice is for a Registered public offering involving an underwriting, the Company shall so advise each

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of the Holders as a part of the written notice given pursuant to Section 5(a)(i)(A). In such event, the right of each of the Holders to Registration pursuant to this Section 5(a) shall be conditioned upon such Holders' participation in such underwriting and the inclusion of such Holders' Registrable Shares in the underwriting to the extent provided herein. The Holders whose shares are to be included in such Registration shall (together with the Company and any other Person distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for the underwriting by the Company or such other Persons, as the case may be. Such underwriting agreement will contain such representations and warranties by the Company and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions, including, without limitation, indemnities and contribution to the effect and to the extent provided in Section 7 hereof. Notwithstanding any other provision of this Section 5(a), if the representative determines that marketing factors require a limitation on the number of shares to be underwritten, the Company shall so advise all holders of securities requesting Registration, and the number of shares of securities that are entitled to be included in the Registration and underwriting shall be allocated in the following manner: the number of shares that may be included in the Registration and underwriting by each of the Holders and by each stockholder of the Company (other than the Holders) that on the date hereof has rights to piggyback registration upon a Company Registration shall be reduced, on a pro rata basis (based on the number of shares held by such Holder or stockholder), by such minimum number of shares as is necessary to comply with such limitation. If any of the Holders or any officer, director or stockholder of the Company other than a Holder disapproves of the terms of any such underwriting, he may elect to withdraw therefrom by written notice to the Company and the underwriter. Any Registrable Shares or other securities excluded or withdrawn from such underwriting shall be withdrawn from such Registration.

(b) Shelf Registration. (i) On or before the earlier of (x) December 22, 2000 and (y) the Loan Repayment Date, the Company shall file a "shelf" registration statement pursuant to Rule 415 under the Securities Act (the "Shelf Registration") permitting a continuous or delayed offering of the Registrable Shares. The Company shall (A) use its best efforts to have the Shelf Registration declared effective on or before two weeks have elapsed since the date of filing thereof or as soon as practicable thereafter and (B) subject to the Company's Suspension Right (defined below), use its best efforts to keep the Shelf Registration continuously effective from the date such Shelf Registration is declared effective until the date when all shares of Common Stock issued or issuable upon exercise of the Warrants cease to be Registrable Shares in accordance with the definition thereof in order to permit the prospectus forming a part thereof to be usable by Holders during such period.

(ii) Subject to the Company's Suspension Right, the Company shall supplement or amend the Shelf Registration (A) as required by the registration form utilized by the Company or by the instructions applicable to such registration form or by the Securities Act or the rules and regulations promulgated thereunder and (B) to permit the disposition of Registrable Shares in the manner requested by any Holder. The Company shall furnish to the Holders of the Registrable Shares to

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which the Shelf Registration relates copies of any such supplement or amendment sufficiently in advance (but in no event less than three business days in advance) of its use and/or filing with the Commission to allow the Holders a meaningful opportunity to comment thereon.

(c) Suspension Right. Notwithstanding the provisions of Sections 5(a) and (b), if the Board of Directors of the Company determines in good faith that the filing of a registration statement or any supplement or amendment thereto would interfere with the negotiation or completion of a material transaction or event being contemplated by the Company, the Company shall have the right to (the "Suspension Right"), by notice to the Holders in accordance with Section 11(d), defer the filing of a registration statement to effect the Shelf Registration or suspend the rights of the Holders to make sales pursuant to the Shelf Registration for such a period of time as the Board of Directors may determine; provided that no such period of deferral or suspension may exceed 45 consecutive days and that all such periods of deferral or suspension may not exceed 90 days in the aggregate during any period of 12 consecutive months.

(d) Notices. The Company shall promptly notify the Holders of Registrable Shares covered by the Shelf Registration of the occurrence of the following events:

(i) when the Shelf Registration or post-effective amendment thereto filed with the Commission has become effective;

(ii) the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration;

(iii) the suspension of sales under the Shelf Registration by the Company in accordance with Section 5(c) above;

(iv) the Company's receipt of any notification of the suspension of the qualification of any Registrable Shares covered by the Shelf Registration for sale in any jurisdiction; and

(v) the existence of any event, fact or circumstance that results in the registration statement evidencing the Shelf Registration or prospectus relating to Registrable Shares or any document incorporated therein by reference containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading during the distribution of securities.

The Company agrees to use its best efforts to obtain the withdrawal of any order suspending the effectiveness of any such registration statement or any state qualification at the earliest possible moment.

(e) Registration Statement; Amendments and Supplements. The Company shall provide to the Holders of Registrable Shares covered by the Shelf Registration, at no cost to such Holders, a copy of the related registration statement and any amendment thereto used to effect the

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Registration of the Registrable Shares, each prospectus contained in such registration statement or post-effective amendment and any amendment or supplement thereto and such other documents as the requesting Holders may reasonably request in order to facilitate the disposition of the Registrable Shares covered by such registration statement. The Company consents to the use of each such prospectus and any supplement thereto by the Holders in connection with the offering and sale of the Registrable Shares covered by such registration statement or any amendment thereto. The Company shall also file a sufficient number of copies of the prospectus and any post-effective amendment or supplement thereto with The New York Stock Exchange, Inc. (or, if the Common Stock is no longer listed thereon, with such other securities exchange or market on which the Common Stock is then listed) so as to enable the Holders to have the benefits of the prospectus delivery provisions of Rule 153 under the Securities Act.

(f) State Securities Laws. The Company agrees to use commercially reasonable efforts to cause the Registrable Shares covered by a registration statement to be registered with or approved by such state securities authorities as may be necessary to enable the Holders to consummate the disposition of such shares pursuant to the plan of distribution set forth in the registration statement; *provided, however,* that the Company shall not be obligated to take any action to effect any such Registration, qualification or compliance pursuant to this Section 5 in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such Registration, qualification or compliance unless the Company is already subject to service in such jurisdiction.

(g) Remediation of Misstatements or Omissions. Subject to the Company's Suspension Right, if any event, fact or circumstance requiring an amendment to a registration statement relating to the Registrable Shares or supplement to a prospectus relating to the Registrable Shares shall exist, immediately upon becoming aware thereof the Company agrees to notify the Holders and prepare and furnish to the Holders a post-effective amendment to the registration statement or supplement to the prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Shares, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(h) Listing on Exchange. The Company agrees to use its best efforts (including the payment of any listing fees) to obtain the listing of all Registrable Shares covered by the registration statement on each securities exchange on which securities of the same class are then listed.

(i) Compliance with Securities Laws. The Company agrees to use its best efforts to comply with the Securities Act and the Exchange Act in connection with the offer and sale of Registrable Shares pursuant to a registration statement, and, as soon as reasonably practicable following the end of any fiscal year during which a registration statement effecting a Registration of the Registrable Shares shall have been effective, to make available to its security holders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

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(j) Share Certificates. The Company agrees to: (x) cooperate with the selling Holders to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold pursuant to a Registration and not bearing any Securities Act legend; and (y) enable certificates for such Registrable Shares to be issued for such numbers of shares and registered in such names as the Holders may reasonably request at least two business days prior to any sale of Registrable Shares. Each Holder requesting delivery of certificates not bearing any Securities Act legend shall provide appropriate representations to the Company of such Holder's intent to comply with all conditions necessary for sale pursuant to a Registration, including prospectus delivery requirements.

Section 6. Expenses of Registration. The Company shall pay all Registration Expenses incurred in connection with the registration, qualification or compliance pursuant to Section 5 hereof. All Selling Expenses incurred in connection with the offer and sale of Registrable Shares by any of the Holders shall be borne by the Holder offering or selling such Registrable Shares. The Company shall pay the fees and expenses (not to exceed $25,000) of one counsel to the Holders in connection with the preparation of the Shelf Registration.

Section 7. Indemnification.

(a) The Company will indemnify each Holder, each Holder's officers and directors, each person controlling such Holder within the meaning of Section 15 of the Securities Act and each underwriter, if any, of the Company's securities covered by any Registration hereunder against all expenses, claims, losses, damages and liabilities (including reasonable legal fees and expenses), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement or prospectus relating to the Registrable Shares, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, *provided, however,* that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with information furnished in writing to the Company by such Holder or underwriter for inclusion therein.

(b) Each Holder will indemnify the Company, each of its directors and each of its officers who signs the registration statement and each person who controls the Company within the meaning of Section 15 of the Securities Act against all claims, losses, damages and liabilities (including reasonable legal fees and expenses) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement or prospectus, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement or prospectus in reliance upon and in conformity with information furnished in writing to the Company by such Holder for inclusion therein.

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(c) Each party entitled to indemnification under this Section 7 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party pursuant to the provisions of this Section 7 except to the extent of the actual damages suffered by such delay in notification. The Indemnifying Party shall assume the defense of such action, including the employment of counsel to be chosen by the Indemnifying Party, which counsel must be reasonably satisfactory to the Indemnified Party, and payment of expenses. The Indemnified Party shall have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel shall be at the expense of the Indemnified Party, unless the employment of such counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action, or the Indemnifying Party shall not have employed counsel to take charge of the defense of such action, or the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), in any of which events such fees and expenses shall be borne by the Indemnifying Party. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 7 is unavailable to a party that would have been an Indemnified Party under this Section 7 in respect of any expenses, claims, losses, damages and liabilities referred to herein, then each party that would have been an Indemnifying Party hereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such expenses, claims, losses, damages and liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other in connection with the statement or omission which resulted in such expenses, claims, losses, damages and liabilities, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or such Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each holder of Registrable Shares agrees that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(d).

(e) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

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(f) In no event shall any Holder be liable for any expenses, claims, losses, damages or liabilities pursuant to this Section 7 in excess of the net proceeds to such Holder of any Registrable Shares sold by such Holder.

Section 8. Information to be Furnished by Holders. Each Holder shall furnish to the Company such information as the Company may reasonably request and as shall be required in connection with the Registration and related proceedings referred to in Section 5 hereof. If any Holder fails to provide the Company with such information within three weeks of the Company's request, the Company's obligations under Section 5 hereof with respect to such Holder or the Registrable Shares owned by such Holder shall be suspended until such Holder provides such information.

Section 9. Rule 144 Sales.

(a) The Company covenants that it will file any and all reports required to be filed by the Company under the Exchange Act so as to enable any Holder to sell Registrable Shares pursuant to Rule 144 under the Securities Act.

(b) In connection with any sale, transfer or other disposition by any Holder of any Registrable Shares pursuant to Rule 144 under the Securities Act, the Company shall cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold and not bearing any Securities Act legend, if deemed appropriate, and enable certificates for such Registrable Shares to be for such number of shares and registered in such names as the selling Holder may reasonably request, provided that such request is made at least two business days prior to any sale of Registrable Shares.

Section 10. Repurchases. Reference in this Section 10 to issued Warrant Shares shall mean Warrant Shares theretofore issued upon the exercise of any Warrants, together with any Warrant Shares or other securities issued with respect to such shares pursuant to any Organic Change (as defined in the Warrant Certificates).

(a) Obligation of Company. During the period of 60 days following the occurrence of a Change of Control, from time to time the Company will, on the date (not less than 10 or more than 20 days from the date of such notice) designated in a notice (a "Put Notice") from any Holder to the Company, repurchase from such Holder all or the portion of the Warrants and/or the number of issued Warrant Shares held by such Holder designated in such notice for: (i) in the case of all or a portion of the Warrants, an amount equal to the product of (x) the Put Repurchase Price in effect on the date of such notice and (y) the number of Warrant Shares represented by the Warrants on the date of such notice or the portion of the Warrants to be repurchased; and (ii) in the case of issued Warrant Shares, an amount equal to the product of (x) the Put Repurchase Price in effect on the date of such notice and (y) the number of Warrant Shares to be repurchased.

Upon receipt by the Company of any notice pursuant to this Section 10(a), the Company shall, within five days thereof, send a copy of such notice to each Holder of Warrants and issued

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Warrant Shares held by such Holders. Thereafter, each other Holder of a Warrant and/or such Warrant Shares shall be entitled to exercise its rights pursuant to the preceding paragraph by giving not less than 10 days' notice of such request to repurchase. The date designated for such repurchase shall be the same day designated by the Holder initially requesting such repurchase.

On each date designated for the repurchase of Warrants and/or Warrant Shares pursuant to this Section 10(a), each appropriate Holder shall assign to the Company the Warrant or portion thereof and/or Warrant Shares being repurchased, without any representation or warranty (other than that such Holder has good and valid title thereto free and clear of Liens, claims and restrictions of any kind), against payment therefor by wire transfer to an account in a Lender located in the United States designated by such Holder for such purpose.

The Company shall not be obligated under this Section 10(a) to repurchase any Warrant or portion thereof and/or Warrant Shares to the extent such a repurchase would violate or cause a default under the corporate laws of the Company's state of incorporation or any agreement, instrument or indenture in existence on the date hereof to which the Company is a party, as determined by an opinion of Independent Counsel; provided, however, that the Put Repurchase Price shall become immediately due and payable from time to time to the extent such payment does not result in such a violation of, or default with respect to, such law or any such agreement, instrument or indenture; provided, further, that the Company shall use its reasonable best efforts to have any such restriction removed, including, without limitation, recapitalizing the Company. The Company shall repurchase any Warrant or portion thereof and/or Warrant Shares requested to be, but not (due to operation of this paragraph), repurchased pursuant to this Section 10(a) before repurchasing any other Warrant or portion thereof and/or Warrant Shares pursuant to this Section 10(a).

If more than one Holder has exercised its rights pursuant to this Section 10(a) and part but not all of the Put Repurchase Price then due and owing are paid to such Holders pursuant to the preceding paragraph, then any Holder may rescind its repurchase election under this Section 10(a) and, except as otherwise provided in the last sentence of the preceding paragraph, payment of the Put Repurchase Price to any such Holders that do not rescind shall be made pro rata based on the number of Warrant Shares with respect to which such rights have been exercised and not rescinded (either directly or as to shares represented by Warrants), notwithstanding the order in which the Company received the Put Notices from such Holders and the dates designated in such Put Notices for the payment of the Put Repurchase Price; provided, however, that such pro rata payments by the Company shall not relieve the Company of its obligation to pay all of the Put Repurchase Price as provided in the preceding paragraph. Any obligation to repurchase securities of the Company issued after the date of this Warrant shall be subordinated to any obligation under this Section 10(a).

(b) Option of Company. The Company shall have the right, but subject to the terms and conditions of the Credit Agreement, upon the giving of written notice during the period of 30 days following (x) the Loan Repayment Date or (y) the Company having achieved the Deleveraging Condition, to repurchase from each Holder the Call Percentage of such Holder's Warrants and the Call Percentage of the issued Warrant Shares held by such Holder for: (i) in the case of Warrants, an amount equal to the product of (x) the Call Repurchase Price in effect on the date of such notice

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and (y) the number of Warrant Shares represented by the Warrants on the date of such notice; and (ii) in the case of issued Warrant Shares, an amount equal to the product of (x) the Call Repurchase Price in effect on the date of such notice and (y) the number of issued Warrant Shares; provided, however, that any additional payment that may be required by the terms of Section 10(c) shall be made. In effecting all such repurchases, the Company shall repurchase Warrants and Warrant Shares and pay the aggregate Call Repurchase Price to be paid by it ratably such that each Holder sells a ratable portion of Warrants and Warrant Shares and receives a ratable portion of such aggregate Call Repurchase Price based upon the aggregate number of Warrants and Warrant Shares of all Holders (other than Warrant Shares no longer subject to this Section by virtue of Section 10(d)).

Such notice of repurchase shall (i) designate the date of repurchase, which date shall be not less than 60 or more than 120 days from the date of such notice, (ii) state the Call Repurchase Price and number of Warrant Shares subject to the Warrants and/or the number of issued Warrant Shares and (iii) indicate the method by which calculations were made. On the date so designated, each Holder shall assign to the Company the Warrants and/or the number of Warrant Shares being repurchased, without any representation or warranty (other than that such Holder has good and valid title thereto free and clear of Liens, claims and restrictions of any kind), against payment therefor by wire transfer to an account in a Lender located in the United States designated by such Holder for such purpose.

(c) Adjustment to Repurchase Payment. If (i) more than twenty-five percent (25%) of the Common Stock Deemed Outstanding (as defined in the Warrant Certificates) is sold in any transaction or series of related transactions and/or (ii) any Organic Change (as defined in the Warrant Certificates) shall occur and/or (iii) a Change of Control shall occur and/or (iv) the Company shall sell Common Shares or other securities of the Company in an offering required to be registered under the Securities Act, in any case within 270 days after the date of a repurchase pursuant to Section 10(b), for a consideration per share (determined by reference to all the consideration received in such transaction by the stockholders of the Company or which would be received if all consideration received by the Company in such transaction were distributed to the stockholders (in each case net of all reasonable transaction fees and expenses)), as determined by an independent firm of investment bankers, reduced, where and to the extent a Holder has not exercised its Warrants, by the Exercise Price (the "Stockholder's Consideration Per Share"), greater than the consideration per share which was paid to the Holders on the date of such repurchase, then immediately upon such event the Company shall pay to such Holders an amount equal to the product of (x) the number of Warrant Shares repurchased and/or represented by that portion of the Warrant repurchased, and (y) the difference between the Stockholder's Consideration Per Share and the consideration per share received by the Holders in such repurchase. The calculation of the amount to be paid a Holder pursuant to this Section 10(c) shall be made after taking into account any adjustment to Exercise Price (as defined in the Warrant Certificates) pursuant to any stock split, stock dividend, share combination or other similar transaction occurring subsequent to the repurchase but prior to any subsequent event pursuant to clauses (i)-(iv) above. The obligation of the Company under this Section 10(c) shall survive any repurchase of the Warrant or the Warrant Shares issued upon the exercise thereof.

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(d) Termination of Repurchase Options. Notwithstanding anything to the contrary herein, no Holder of Warrant Shares that have been sold pursuant to an effective registration statement or sold to the public pursuant to Rule 144 may submit a Put Notice under Section 10(a) as to any such Warrant Shares and the Company may not exercise its repurchase option under Section 10(b) as to any such Warrant Shares.

Section 11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Illinois.

(b) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

(c) Amendment. No supplement, modification, waiver or termination of this Agreement (including without limitation any amendment or modification of any defined term used herein which is defined in any other agreement or instrument referred to herein) shall be binding against any Person unless executed in writing by such Person or a predecessor-in-interest of such Person.

(d) Notices, etc. Each notice, demand, request, request for approval, consent, approval, disapproval, designation or other communication (each of the foregoing being referred to herein as a notice) required or desired to be given or made under this Agreement shall be in writing (except as otherwise provided in this Agreement), and shall be effective and deemed to have been received (i) when delivered in person, (ii) when sent by fax with receipt acknowledged, (iii) five (5) days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by a nationally recognized overnight mail or courier service, receipt requested. Notices shall be addressed as follows: (x) if to any Holder, at such address or fax number as such Holder shall have furnished the Company in writing (or, if such Holder is a Lender, at such Holder's address set forth in the Loan Agreement), or (y) if to the Company, at the address or fax number of its principal executive offices set forth below its signature hereon or at such other address or fax number as the Company shall have furnished to the Investors. Any notice or other communication required to be given hereunder to a Holder in connection with a registration may instead be given to the designated representative of such Holder.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by fewer than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(f) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

(g) Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

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(h) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Whether or not any express assignment has been made in this Agreement, the provisions of this Agreement that are for the Lenders as holders of Registrable Shares are also for the benefit of, and shall be enforceable by, all subsequent holders of Registrable Shares.

(i) Remedies. The Company and the Investors acknowledge that there would be no adequate remedy at law if any Person fails to perform any of its obligations hereunder, and accordingly agree that the Company and each Holder, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of another party under this Agreement in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction.

(j) Attorneys' Fees. If the Company or any Holder brings an action to enforce its rights under this Agreement, the prevailing party in the action shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in connection with such action, including any appeal of such action.

(k) No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with the rights granted to the Holders of Registrable Shares in this Agreement.

(l) Survival of Representations and Warranties. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and any transfer of any Warrant or Common Stock issued upon exercise thereof.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

TOKHEIM CORPORATION

By:_____
Name:_____
Title:_____

1600 Wabash Avenue
Fort Wayne, Indiana 46801-0630

Attention: Chief Financial Officer
Facsimile: (219) 484-1110

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BANK ONE, INDIANA, NATIONAL ASSOCIATION

By:_____
Name:
Title:

CREDIT LYONNAIS, CHICAGO BRANCH

By:_____
Name:
Title:

BANKERS TRUST COMPANY

By:_____
Name:
Title:

ABN AMRO BANK N.V.

By:_____
Name:
Title:

By:_____
Name:
Title:

CREDIT AGRICOLE INDOSUEZ

By:_____
Name:
Title:

By:_____
Name:
Title:

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HARRIS TRUST AND SAVINGS BANK

By:_____
Name:
Title:

COMPAGNIE FINANCIERE DE CIC ET DE L'UNION EUROPEENNE

By:_____
Name:
Title:

By:_____
Name:
Title:

MERCANTILE BANK N.A.

By:_____
Name:
Title:

THE PROVIDENT BANK

By:_____
Name:
Title:

FINOVA CAPITAL CORPORATION

By:_____
Name:
Title:

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IMPERIAL BANK

By:_____
Name:
Title:

NATEXIS BANQUE BFCE

By:_____
Name:
Title:

By:_____
Name:
Title:

BANK POLSKA KASA OPIEKI S.A. - PEKAO S.A GROUP, NEW YORK BRANCH

By:_____
Name:
Title:

SENIOR DEBT PORTFOLIO

By: Boston Management and Research, as Investment Advisor

By:_____
Name:
Title:

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EATON VANCE SENIOR INCOME TRUST

By: Eaton Vance Management, as Investment Advisor

By:_____
Name:
Title:

OXFORD STRATEGIC INCOME FUND

By: Eaton Vance Management, as Investment Advisor

By:_____
Name:
Title:

OCTAGON LOAN TRUST

By: Octagon Credit Investors, as Manager

By:_____
Name:
Title:

OCTAGON INVESTMENT PARTNERS II, LLC

By:_____
Name:
Title:

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INDOSUEZ CAPITAL FUNDING IIA, LIMITED

By: Indosuez Capital, as Portfolio Advisor

By:_____
Name:
Title:

INDOSUEZ CAPITAL FUNDING IV, L.P.

By: Indosuez Capital as Portfolio Advisor

By:_____
Name:
Title:

ALLIANCE INVESTMENT OPPORTUNITIES FUND, L.L.C.

By: ALLIANCE INVESTMENT OPPORTUNITIES MANAGEMENT, L.L.C., as Managing Member

By: ALLIANCE CAPITAL MANAGEMENT L.P., as Managing Member

By: ALLIANCE CAPITAL MANAGEMENT CORPORATION, as General Partner

By:_____
Name:
Title:

AMSOUTH BANK

By:_____
Name:
Title:

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ARES LEVERAGED INVESTMENT FUND II, L.P.

By: ARES Management II, L.P. its General Partner

By:_____
Name:
Title:

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Schedule 3(d)

[to be completed by the Company]

RECORDED: 03/06/2000

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