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United States

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January 27, 2011

Dear Distributor Partner,

As you know, managing risk is an essential part of managing any business. We have all seen the devastation to businesses and individuals that occurs when rules and laws are broken. We are aware of the heightened diligence that is required in today's business environment, and are committed to winning with integrity.

In furtherance of this commitment, and in an effort to protect our mutual interests, Gilbarco Inc. requires your adherence to the compliance terms below. We will be incorporating the attached update into the distributor agreement, which we will be sending you in 2011. Compliance requirements are effective immediately.

We appreciate our partnership with you. We know you will agree that adhering to the requirements described on the attached is essential to protecting our mutual interests.

Thanks for your support. I look forward to the continued success of our partnership.

Sincerely,

A handwritten signature in black ink that reads "Greg DiNoia". The signature is written in a cursive style with a large initial "G".

Greg DiNoia
Vice President/General Manager
North America Sales

enc.

COMPLIANCE

The DISTRIBUTOR shall comply fully with all applicable laws, rules and regulations, which apply to the DISTRIBUTOR's business activities. These include all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters. The DISTRIBUTOR specifically represents and warrants to MANUFACTURER that DISTRIBUTOR is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that DISTRIBUTOR shall comply with the FCPA. The DISTRIBUTOR shall make no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority to influence an improper business advantage for DISTRIBUTOR or MANUFACTURER. In addition, the DISTRIBUTOR shall not make any payment of money or provision of anything of value to any employee of any customer in order to secure a sale.

MANUFACTURER may withhold payments under this Agreement, or terminate this Agreement immediately, if it believes, in good faith, that DISTRIBUTOR has breached compliance with laws or provisions of this Agreement or caused MANUFACTURER to violate the FCPA or other applicable laws. MANUFACTURER shall not be liable for any claim, losses, or damages related to MANUFACTURER's decision to exercise its rights under this agreement.

MANUFACTURER shall have reasonable access to DISTRIBUTOR's books and records and the right to audit them on a periodic basis to ensure DISTRIBUTOR's compliance with all applicable laws and the provisions of this Agreement. DISTRIBUTOR shall provide annual certifications of compliance with all laws applicable to the DISTRIBUTOR's activities related to this Agreement in the form provided from time to time by MANUFACTURER. DISTRIBUTOR shall participate in anti-corruption training offered and directed by MANUFACTURER from time to time.

The MANUFACTURER maintains specific policies & procedures related to General Returned Goods, Annual Returned Goods, Quick Ship Program, Warranty policies, Start-up Policies, Warranty & Dispatch Program, as well as general Terms & Conditions. These policies, procedures, and terms & conditions apply to all purchases and commercial transactions that occur by and between THE MANUFACTURER and each DISTRIBUTOR. A copy of the most current policies, procedures, and terms & conditions is included in the most current published Price Books for Veeder-Root and Gasboy Products. Subject to notification, THE MANUFACTURER reserves the right to modify the policies, procedures, and terms & conditions at any time.