

Plenti Dealer Letter Agreement

This is an agreement to pertain to the following ExxonMobil locations:

Site #	Station Name	Address (street)	Address (City, State, Zip)	Phone #

ExxonMobil Oil Corporation (“ExxonMobil”) and American Express Travel Related Services Company, Inc., a New York corporation, acting through its US Loyalty business unit (“Amex”), have entered into an agreement, dated March 28, 2014, whereby ExxonMobil has agreed to participate as a sponsor of Amex’s proprietary rewards program and branded under a name owned or controlled by Amex that involves multiple sponsors from various industries and offers to participating members the ability to receive loyalty points (the “Program”).

We have agreed to participate in the Program pursuant to a participation agreement between us and ExxonMobil (the “Participation Agreement”). ExxonMobil has requested that we offer you, as one of our franchised independent dealers or contractor, the opportunity to participate in the Program in accordance with the terms and conditions of the Participation Agreement at the Exxon- and/or Mobil-branded service stations that you or your affiliates operate now or may operate in the future (the “Participating Service Stations”).

By signing this letter and returning it to our attention, you acknowledge: (i) your election to participate in the Program at the Participating Service Stations; (ii) your agreement to abide by the terms and conditions of the Participation Agreement that are binding upon us and any further instructions received from ExxonMobil or us regarding the Program (including the reconciliation and payment provisions thereof); (iii) your agreement to pay any required start-up costs associated with the Program (including the costs of necessary system upgrades and those costs set forth on Exhibit D to the Participation Agreement); (iv) your agreement to be bound by the exclusivity provisions of the Participation Agreement with respect to the Participating Service Stations; and (v) that ExxonMobil is an intended third party beneficiary of this letter agreement and may directly enforce against you the terms and conditions of the Participation Agreement. We have provided you with a copy of the Participation Agreement. You shall not have the right to assign or sublicense any of the rights licensed to you pursuant to this letter agreement.

You agree to pay us for loyalty points issued under the Program at Participating Service Stations in accordance with the settlement procedures set forth in the Participation Agreement. Upon our receipt of any funds or credits from ExxonMobil as a result of the settlement procedures set forth in the Participation Agreement, we agree that, subject to the terms, conditions and limitations set forth therein, we will issue you a credit for the portion of such funds that is attributable to loyalty points redeemed under the Program at any Participating Service Station.

We look forward to your response.

Best Regards,

SOUTHEAST PETRO DISTRIBUTORS, INC.

Acknowledged and Agreed as of _____,
20____:

[Dealer]

By: _____
Name:
Title:

By: _____
Name:
Title: