

**FIRST AMENDMENT TO THE SERVICES AGREEMENT
BETWEEN
AMERICAN PETROLEUM INSTITUTE ("API")
AND
FLEISHMAN-HILLARD INC. ("Agency")**

This First Amendment ("First Amendment") is effective as of the 1st day of August, 2015 ("First Amendment Effective Date") between API and Agency. This First Amendment modifies and amends that certain Services Agreement between API and Agency that was originally made on January 1, 2015 (collectively, the "Agreement"). Unless otherwise defined herein, all capitalized terms have the meaning set forth in the Agreement.

WHEREAS, the parties desire to amend the Agreement as stated herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this First Amendment, and other good and valuable consideration, the parties agree as follows:

1. The original Agreement's budget has been decreased by _____ by API with the hold placed on Media Placement request. Due to this change, the Payment Schedule from Contract 2015-109121's Exhibit A is hereby deleted and replaced with the following payment schedule:

Invoice Date	Labor	Media Buy	Production Costs and Related (Hard Costs)	Total
1/20/15				
2/24/15				
3/23/15				
4/21/15				
5/18/15				
6/22/15				
7/20/15				
8/17/15				
9/21/15				
10/19/15				
11/23/15				
12/21/15				

Except as modified by this First Amendment, all other provisions of the Agreement remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties have, through their duly authorized officers, executed this First Amendment as of the First Amendment Effective Date stated above.

AMERICAN PETROLEUM INSTITUTE FLEISHMAN-HILLARD INC

By: Jack Gerard
Jack Gerard, President & CEO
9/30/2015 | 1:47 PM ET
Print name and title

By: [REDACTED]
Candlyn Rosebough, Partner
Print name and title