

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

This Second Amendment ("Second Amendment") is effective as of the 8th day of October, 2015 ("Second Amendment Effective Date") between API and Agency. This Second Amendment modifies and amends that certain Services Agreement between API and Agency that was originally made on January 1, 2015 and amended on August 25, 2015 (collectively, the "Agreement").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 Second Amendment, and other good and valuable consideration, the parties agree as follows:

1. The Amended Agreement's budget has been increased by API for a Media Placement request. Due to this change, the Payment Schedule from the Amended 2015-109121's Agreement 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 Second 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 Second Amendment as of the Second Amendment Effective Date stated above.

API

FLEISHMAN HILLARD INC.

By: Jack Gerard

By: [REDACTED]

Jack Gerard, President & CEO

11/6/2015 | 7:06 PM ET

Print name and title

W. P. J. J. J.
Print name and title