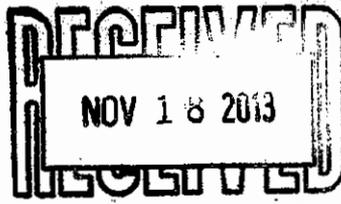




AMERICAN PETROLEUM INSTITUTE



LR00031389

Deryck Spooner
Senior Director

External Mobilization

1220 L Street, NW
Washington, DC 20005-4070 USA
Telephone 202-682-8238
Email spoonerd@api.org
www.api.org

Mr. Ed Draves
draves@boltonstjohns.com
Bolton-St. Johns, LLC
146 State Street
Albany, NY 12207

API Contract No.: 2013-107810

Dear Mr. Draves:

This letter confirms the agreement between the American Petroleum Institute (API) and Bolton-St. Johns, LLC (Consultant) for the provision of services related to assisting in lobbying efforts in New York. Tasks shall be performed as authorized by API on an ongoing basis. This agreement shall be performed under the following terms and conditions:

1. This agreement shall cover the period November 1, 2013 through December 31, 2013.
2. Ed Draves shall be Consultant's principal representative for performance of work hereunder. Consultant shall give API prior written notice of any replacement of the principal representative or reduction in the level of effort of the principal representative in fulfilling this agreement. API shall have the right to approve a reduction in effort and, in the case of replacement of the principal representative, API and Consultant shall jointly agree on a replacement.
3. API's principal representative for this agreement shall be Karen Moreau (518-465-3563; e-mail: moreauk@api.org). All correspondence and reports relating to the work conducted hereunder shall be directed to her attention at the foregoing address and to other individuals specified by API. Consultant shall keep in regular contact with Ms. Moreau and keep her promptly informed of major developments on significant measures and activities of interest to the petroleum industry.
4. API's total obligation to Consultant for this agreement shall not exceed \$26,600 (sum of compensation and expenses) as follows:
 - A fixed fee of \$20,000 for professional services provided under this agreement, which Consultant shall invoice in monthly installments of \$10,000.
 - Reasonable out-of-pocket expenses for travel not to exceed \$6,600. All travel will be preapproved in writing by API.
 - a. API shall pay invoices within 30 days of receipt. Invoices must reference the above contract number and shall be submitted to Anybill using one of the following methods:
 - E-mail (preferred): accountspayable@API.org
 - Fax: 301-542-0167
 - Mail: P.O. Box 34781, Bethesda, MD 20827

For invoicing questions, please contact the API Accounts Payable department:

- Phone: 202-682-8247

- b. Reimbursement of travel expenses shall be limited to coach class transportation and reasonable accommodations, if travel is requested by API. API may withhold up to 15% of the agreement amount, pending API's acceptance of all deliverables. An original receipt or copy thereof must support claims for reimbursement of expenses of \$75 or more.
- c. If Consultant's proposal provides that payments will be made to charitable organizations, chambers of commerce, business organizations, trade associations, or any other third parties with similar purposes or functions, all such payments shall be made directly by API, and shall not be made by Consultant on API's behalf. Requests for payments by such third parties shall be submitted directly to API via email request made to invoice@anybill.com and shall reference the above contract number. Such payment requests must include:
 - The full legal name and address of the party to which payment is being made.
 - The party's employee identification number (EIN).
 - The party's tax exempt status (e.g., 501(c)3, 501(c)4, 501(c)6, etc.).
 - Electronic payment instructions (ACH information including ABA routing number and bank account number).

Payments made by API pursuant to this provision shall be deducted from the total amount owed by API to Consultant under this agreement. If Consultant makes any payment to a third party described above without complying with the terms of this provision, Consultant shall not be entitled to include the expense of that payment in the total amount owed by API to Consultant under this agreement.

5. Consultant will receive approval from API before releasing any written materials.
6. Consultant shall render all services during the term of this engagement in accordance with all applicable federal and state laws and regulations. As Consultant efforts on API's behalf may extend to action within the meaning of the Lobbying Disclosure Act of 1995 (Public Law 104-65), as amended, Consultant will, if applicable, register with and report to Congress under the provisions of that Act. Consultant and any of its assignees agree to comply with any other applicable lobbying or ethics laws and regulations in their performance hereunder, including, without limitation, the Federal Election Campaign Act of 1971, as amended, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, the Lobbying Disclosure Act of 1995, as amended, and state and local lobbying, ethics and gift laws, including the New York State Lobbying Act. Consultant relationships with public officials and candidates for public office will be maintained in such a manner as to avoid any impropriety or appearance of impropriety that may be attributed to API.
7. Consultant agrees that it will assist API in maintaining the independence of its political advocacy from federal candidates and political parties. Consultant agrees to give API advance notice of any vendor or consulting relationship it has or later intends to establish with a federal candidate or political party. Consultant agrees that prior to taking on another engagement which, in API's judgment, presents the risk of an allegation of improper coordination between API and a federal candidate or political party; Consultant shall establish adequate procedures, including internal firewalls, to ensure API's compliance with the law. If adequate measures cannot be agreed upon, API may terminate this agreement upon 3 days notice. Consultant further agrees that it will take no action that would cause API to improperly coordinate its activities under the law, including, but not limited to, conveying to API non-public information about plans, projects, activities, or needs of a candidate or political party.
8. During the period of this agreement, Consultant shall not represent or engage in efforts for any other party or entity on matters or issues that conflict with positions taken by API. Consultant shall immediately notify the API designee if he/she becomes aware of the existence of a conflict or potential conflict. Consultant shall not release any information concerning work hereunder to anyone outside API, without prior written approval of API, except for reports required by law.

9. During the period of this agreement, Consultant shall not represent or engage in efforts for any other party or entity on matters or issues that conflict with positions taken by API. Consultant shall immediately notify the API designee if it becomes aware of the existence of a conflict or potential conflict. Consultant shall not release any information concerning work hereunder to anyone outside API, without prior written approval of API, except for reports required by law.
10. No director, employee or agent of Consultant shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the work hereunder, nor enter into any business arrangement with any director, employee, or agent of API other than as a representative of API. Consultant shall promptly notify API of any violation of this paragraph. Any consideration received as a result of such violation shall be paid over or credited to API. API may audit relevant records and all related transactions of Consultant and any such vendor or subcontractor in connection with the work performed hereunder, for the sole purpose of determining compliance with this paragraph.
11. All reports, web-sites, drawings, drafts, data and other documents developed hereunder, and the right to copyright such reports, web-sites, drawings, drafts, data and other documents, shall be the sole property of API, whether in hard copy or electronic format. API may use such materials in any manner in which API, in its sole discretion, deems fit and proper, including submission to governmental agencies, use in litigation, or use in other proceedings before governmental bodies. Consultant will not use the aforementioned items or other material developed therefrom, or release the content or findings of the work performed hereunder to parties outside API without prior review and written approval from API, unless they are in the public domain or are otherwise publicly released by API. Consultant agrees to preserve the confidentiality of information furnished hereunder by API.
12. This paragraph governs Consultant's obligations with respect to API's Confidential Information. Confidential Information includes, but is not limited to, deliverables and any technical and business information relating to API's activities, products, services, employees, customers, member organizations; and the existence, terms and substance of this Agreement. Confidential Information does not include information that is or becomes publicly available without act or omission by Consultant or API; was in Consultant's possession before API's disclosure to Consultant; or is lawfully disclosed to Consultant by a third party without restriction on disclosure.

Consultant certifies that it currently is not obligated by any agreement with any other third party to disclose Confidential Information related to this Agreement. Consultant agrees: (i) to use API's Confidential Information only for purposes of performing this Agreement; (ii) to not disclose API's Confidential Information to any third party pursuant to a contractual obligation without prior written approval from API; (iii) prior to disclosing Confidential Information to the extent required by lawful order of a court or government entity, Consultant shall immediately notify API of such order, provide a copy of the order to API, allow API to review and comment on Consultant's response to such order before disclosure, and allow API to seek maximum confidential treatment of the Confidential Information allowed by law; and (iv) to use commercially reasonable efforts to secure against discovery or disclosure of API's Confidential Information.

The parties agree that the requirements of this paragraph are material terms such that failure to comply with this paragraph is grounds for API to terminate this Agreement and entitle API to a refund of all monies paid. At the termination of this Agreement, Consultant will return or destroy (at API's election) all Confidential Information in Consultant's possession or control. The terms of this paragraph survive the termination of this Agreement.

13. API shall have the right at all reasonable times during the course of the agreement, and for a reasonable period following completion of the agreement, to inspect Consultant facilities, including equipment and technical and financial records relating to the work conducted hereunder, for the purpose of insuring conformance with this agreement and with generally accepted good scientific practices, and to verify the

accuracy of invoices. Such inspection shall include the right to photocopy records pertaining to work conducted hereunder, excluding individual timesheets.

14. Either party may terminate this agreement by giving thirty (30) days written notice to the other. Upon such termination, the fee set forth in paragraph 4 shall be prorated based on the percentage of the total amount of services that Consultant has performed for API to date under this agreement. Should Consultant elect to terminate this agreement, Consultant agrees to complete any assignments underway, if API so requests.
15. Upon termination of this agreement, Consultant shall return to API any information furnished hereunder by API, together with all documents, data or other material developed therefrom.
16. It is understood that Consultant is acting as an independent contractor in its performance of any and all work hereunder, and the only obligations assumed by API are those set forth herein.
17. Consultant shall indemnify, defend and hold harmless API, its employees, directors, officers, and agents from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys', accountants' and experts' fees and expenses), as a result of such Claims to the extent such Claims: (i) are alleged to arise out of or are or were caused by the Consultant's breach of its obligations under this Agreement or (ii) are for damages to any property or bodily injury to or death of any person alleged to be arising out of or caused by its negligence or willful misconduct.
18. API SHALL HAVE LIMITED LIABILITY TO CONSULTANT OR ANY OTHER THIRD PARTY FOR ANY DAMAGES, LOSSES OR CLAIMS ALLEGED TO ARISE OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM MADE AGAINST CONSULTANT BY ANY OTHER PARTY.
19. Consultant will not use the trademark or name of the American Petroleum Institute or any abbreviation thereof, in any publicity, advertising, or for other promotional purposes without the prior written approval of API.
20. The laws of the District of Columbia shall govern this agreement. The parties agree that the only venue for hearing any disputes related to this Agreement shall be the District of Columbia.
21. The terms and conditions of this agreement may only be modified in writing and signed by the undersigned or their successors.
22. This Agreement sets forth the entire agreement between the parties. This Agreement supersedes all prior proposals, understandings or agreements, oral or written, relating thereto, and may be amended or otherwise changed only by a written document executed by the undersigned parties or their successors.
23. Paragraphs 5-22 shall survive the termination of this agreement.

[Signatures appear on the follow page.]

Bolton-St. Johns, LLC
API Contract No. 2013-107810
Page 5

If the above terms and conditions are acceptable, please sign below and return an executed copy of this agreement to API.

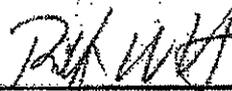
BOLTON-ST. JOHNS, LLC



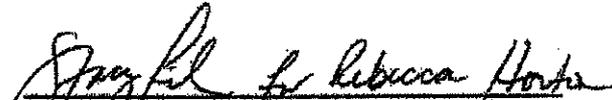
Date:

11/18/13

AMERICAN PETROLEUM INSTITUTE



Deryck Spooner
Senior Director, External Mobilization



Rebecca M. Horton
Controller

Date:

11-15-13