

**AMENDMENT NO. 4
TO
AGREEMENT FOR THE CONDUCT AND FUNDING
OF A RESEARCH PROGRAM ON
BENZENE HEALTH RISK FROM OCCUPATIONAL EXPOSURES**

The above agreement (as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 thereto, the Current Agreement) by and between the undersigned companies (hereafter the "Benzene Health Research Program" or "Research Group"), to establish and fund a research program on the lymphohematopoietic health risks from occupational exposure to benzene, is further amended as follows:

1. Section 9, Financial Contributions, as amended, is replaced with the following:
 - a. The revised budget is \$35,231,142 for all direct and administrative costs. No additional funding above the \$35,231,142 will be considered or approved by the Research Group.
 - b. Contributions received, contributions to be received, the revised maximum contribution, and current timing of payments per member under the revised budget of \$35,231,142 are reflected in Schedule A.
 - c. Research Group members will make payments on a schedule that ensures that API will have sufficient funds available to meet its financial obligations. API reserves the right to require accelerated collection of member contributions, if necessary.
2. Section 6, Termination, is amended as follows:
 - a. The Research Group may terminate some or all further work under this agreement upon a 2/3 vote of all members. Voting will be on a per share basis. Contractual obligations already incurred by API will be paid by participating members per the terms of this agreement. API will make payments for contractual and other financial obligations as of the termination date to the extent Research Group funds are available to do so. If there is a shortfall in funds to cover expenses and/or commitments, each Research Group member agrees to pay its proportional share of additional moneys to make up the shortfall, provided, that no Research Group member shall be obliged to exceed its revised maximum contribution as reflected in Schedule A to this amendment. API assumes no responsibility for such shortfalls. API will provide a final accounting to the Research Group within 6 months of the termination date, and will disburse remaining funds, if any, as directed by the Research Group.
 - b. Notwithstanding the foregoing, API may resign as administrator of the program upon 60-days written notice to the Research Group and the Research Group may remove API as administrator of the program upon 60-days written notice. In the event of such resignation or removal, API will assist the Research Group in the assignment and transfer of API's responsibilities under this Agreement to a successor named by the Research Group, provided that no such resignation or removal shall become effective until such assignment and transfer has taken place.
3. Section 16, Final Date, as amended, is replaced by the following:

Except as provided in paragraph 6 as amended, this Agreement and the program for which it provides shall terminate December 31, 2008. In all other respects, the terms and conditions of the

Current Agreement, as further amended, shall remain in full force and effect. This Amendment No. 4 shall become effective upon its execution by all members.

If the foregoing is acceptable, please sign below and return one copy of this Amendment No. 4 to Senior Contract Administrator, American Petroleum Institute, 1220 L Street, NW, Washington, DC 20005 (202-682-8093; e-mail: kangas@api.org).

DRAFT

ACCEPTED FOR:

AMERICAN PETROLEUM INSTITUTE

Red Cavaney
President

Brenda S. Hargett
Vice President & Chief Financial Officer

Date

DRAFT

**RATIFICATION AND EXECUTION OF
AMENDMENT NO. 4 TO THE AGREEMENT
FOR THE CONDUCT AND FUNDING OF A RESEARCH PROGRAM
ON BENZENE HEALTH RISK FROM OCCUPATIONAL EXPOSURES**

ACCEPTED FOR:

Company

Name Signed

Name Typed

Title

Date

Telephone: _____

Fax: _____

Email: _____

Contact person (if different than signer above:)

Name and Title

Telephone: _____

Fax: _____

Email: _____

SCHEDULE A

Member	Current Commitment per Amendment No. 3	Revised Commitment per Amendment No. 4	Amount Paid as of 3/29/07**	Amount Remaining to be Paid	Shares per Company
BP	7,068,545	9,549,856	9,549,856	0	3
Chevron	4,712,364	6,366,572	4,277,293	2,089,279	2
ConocoPhillips	2,356,182	3,183,286	2,356,182	827,104	1
ExxonMobil	7,068,545	9,549,856	7,068,545	2,481,311	3
Shell	4,712,364	6,366,572	4,712,364	1,654,208	2
Marathon*	215,000	215,000	215,000	0	*
GRAND TOTAL	\$26,133,000	\$35,231,142	\$28,179,240	\$7,051,902	11

* Marathon was invoiced for its contribution, and is not a signatory of this agreement.

** The only amount remaining to be paid from Amendment No. 3 is \$435,071 from Chevron, which is expected in the near future.

TIMING OF PAYMENTS FOR AMENDMENT #4

	Total	Payment	Payment	Payments	Remainder of Amendment #4
	Obligation for	Schedule	Schedule	as of	to be
	Amendment #4	2007	2008	3/29/07	Paid
BP	\$2,481,311	\$0	\$0	\$2,481,311	\$0
Chevron	1,654,208	1,039,804	614,404	-	1,654,208
ConocoPhillips	827,104	519,902	307,202	-	827,104
ExxonMobil	2,481,311	1,559,706	921,605	-	2,481,311
Shell Chemical	1,654,208	1,039,804	614,404	-	1,654,208
Total	\$9,098,142	\$4,159,217	\$2,457,614	\$2,481,311	\$6,616,831