

**AMENDMENT TO  
ART INSTITUTE SERVICE AGREEMENT BETWEEN  
THE WAYNE COUNTY ART INSTITUTE AUTHORITY  
AND DETROIT INSTITUTE OF ARTS, INC.**

This Amendment (this "Amendment") to Art Institute Service Agreement (the "Agreement") between the Wayne County Art Institute Authority, a Michigan public body corporate (the "Authority"), organized pursuant to Articles of Incorporation filed by the County of Wayne, a Michigan municipal corporation, and Detroit Institute of Arts, Inc., a Michigan not-for-profit corporation (the "DIA"), is adopted by the Authority and the DIA.

WHEREAS, in accordance with the Agreement, the Authority engaged the DIA to perform Art institute services, as contemplated under the Art Institute Authorities Act (Act 296 of Public Acts of Michigan 2010), which the Agreement defines as the DIA's performance of its obligations under the Operating Agreement with the City of Detroit pursuant to which the DIA managed the museum commonly referred to as "The Detroit Institute of Arts" (the "Museum").

WHEREAS, pursuant to Article III of the Agreement, the Authority agreed to levy a millage for a ten (10) year period starting with 2013 and agreed to transfer solely to the DIA all funds collected under the authority of the levy.

WHEREAS, subsequent to the effective date of the Agreement, the City of Detroit filed a petition under chapter 9 of the Bankruptcy Code and in those bankruptcy proceedings has filed a proposed plan of adjustment that provides, among other things, that following confirmation of the plan of bankruptcy,

(1) all of the City of Detroit's right, title and interest in and to the Museum art collection, operating assets, buildings and other Museum related assets will be conveyed to the DIA to be held in perpetual charitable trust for the benefit of the people of the City of Detroit and the State of Michigan, including the citizens of Wayne County, permanently free and clear of all liens, encumbrances, claims and interests of the City of Detroit and its creditors (the "Conveyance"), and

(2) the DIA will have complete responsibility for and control over Museum operations, capital expenditures, collection management, purchase or sale of assets, and the DIA will continue to operate the Museum as an encyclopedic art museum in the City of Detroit.

WHEREAS, as a result of the foregoing, the Operating Agreement between the City of Detroit and the DIA will be terminated as of the closing of the Conveyance.

WHEREAS, because the Operating Agreement will be terminated as of the closing of the Conveyance, it is necessary to amend the Agreement as set forth in this Amendment.

WHEREAS, all capitalized terms used but not defined in this Amendment are defined in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The DIA represents and warrants that it has the power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Agreement (as amended by this Amendment) and that the execution, delivery and performance of this Amendment have been authorized by all necessary action.

2. The Authority represents and warrants that it has the power and authority to execute and deliver this Amendment and to perform its obligations hereunder and under the Agreement (as amended by this Amendment), and that the execution, delivery and performance of this Amendment have been authorized by all necessary action.

3. Section 2.1 of the Agreement is amended and replaced in its entirety by the following:

In exercise of the authority granted to the Authority by the Art Institute Act, the Authority hereby engages the DIA to perform “Art institute services” as defined in the Art Institute Act (“Art Institute Services”), and the DIA hereby agrees to perform Art Institute Services in accordance with the terms and conditions of this Agreement.

4. The first paragraph of Section 2.4 of the Agreement is amended and replaced in its entirety by the following:

While the parties acknowledge and agree that the primary benefit to be received by the residents of Wayne County under this Agreement is the DIA’s continued delivery of Art Institute Services in accordance with Section 2.1 above, the DIA agrees that it will also provide the residents of Wayne County with the following additional benefits and privileges.

5. Sections 3.1(B) and 4.4 of the Agreement are deleted in their entirety.

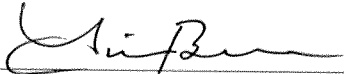
6. This Amendment shall become effective immediately prior to the closing of the Conveyance; provided, however, if the Conveyance does not close, this Amendment shall have no effect.

7. Other than as is set forth in this Amendment, the Agreement shall remain in full force and effect.

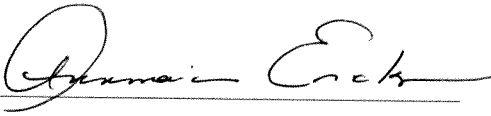
8. This Amendment constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

9. This Amendment is governed by and will be construed in accordance with the laws of the State of Michigan.


WITNESSES

  
Exec. Asst. to the Director

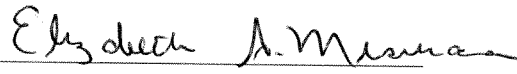
DETROIT INSTITUTE OF ARTS, INC.

By:   
Its: COO, EVP

WITNESSES

  
21 July 2014

WAYNE COUNTY ART INSTITUTE AUTHORITY

By:   
Its: Chairman