

**FIRST AMENDMENT TO ZOOLOGICAL SERVICES AGREEMENT BETWEEN  
THE OAKLAND COUNTY ZOOLOGICAL AUTHORITY AND  
THE DETROIT ZOOLOGICAL SOCIETY**

This First Amendment to Zoological Services Agreement (this "Amendment") is entered into on May 10, 2016, by and between **OAKLAND COUNTY ZOOLOGICAL AUTHORITY**, a Michigan public body corporate (the "Authority"), organized pursuant to Articles of Incorporation filed by the County of Oakland, a Michigan municipal corporation ("Oakland County"), and **THE DETROIT ZOOLOGICAL SOCIETY**, a Michigan nonprofit corporation (the "Society").

**RECITALS:**

A. The Authority and the Society entered into that certain Zoological Services Agreement, dated as of July 28, 2008 (as amended, the "ZSA").

B. The Authority and the Society desire to modify the ZSA in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the ZSA.

2. The first sentence of Section 3.1 of the ZSA shall be deleted in its entirety and replaced with the following:

"The Authority will levy the proposed .10 mill in each successive year for twenty years, starting with 2008."

3. Section 4.3 of the ZSA shall be deleted in its entirety and replaced with the following:

**"4.3 Term.**

The initial term of this Agreement shall commence on the effective date, which shall be November 30, 2008 and shall run through November 30, 2028."

4. Except as otherwise modified herein, the ZSA shall remain in full force and effect consistent with its terms.

5. This Amendment may be executed by the parties in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same agreement. Electronic copies of signatures to this Amendment shall be deemed to be originals and may be relied upon to the same extent as the originals.

6. The Authority and the Society agree that the respective rights, duties and obligations of each party under this Amendment shall be subject to the passage of a ten-year renewal millage by the voters of Oakland County, which such proposed renewal millage is anticipated to be presented to voters in 2016. If the renewal millage does not pass in 2016, this Amendment shall terminate as if it never became effective and thereby be of no force or effect, and the ZSA shall remain in full force and effect consistent with its terms without regard to this Amendment.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Authority and the Society, by and through their duly authorized officers and representatives, have executed this First Amendment to Zoological Services Agreement as of the dates of their respective signatures:

WITNESSES:

1. [Signature]  
LARA ANN MARCINKOWSKI
2. [Signature]  
James Verploeg

WITNESSES:

1. [Signature]  
James Verploeg
2. [Signature]  
Pamela L. Worthington

THE DETROIT ZOOLOGICAL SOCIETY

By: [Signature]  
Its: CEO

OAKLAND COUNTY ZOOLOGICAL  
AUTHORITY

By: [Signature] JEFF HANSEWORTH  
Its: CHAIRPERSON