

1                   FOURTH AMENDMENT TO ASSIGNMENT AGREEMENT FOR  
2                   THE DAP OPERATING AGREEMENT  
3

4           This amendment (“Fourth Amendment”) is made, dated and entered into as of the  
5           day of \_\_\_\_\_, 2015, between the City of Durham (“City”) and  
6           THE DURHAM BULLS BASEBALL CLUB, INC., a North Carolina corporation  
7           (the “Bulls”).  
8

9           The City and the Bulls entered into an agreement titled “Assignment Agreement  
10          for the DAP Operating Agreement” dated December 31, 2011. That agreement is  
11          referred to as the “Assignment Agreement”. Terms not defined herein shall have the  
12          meaning ascribed to them in the Assignment Agreement and the original DAP Operating  
13          Agreement, as amended. Section references in this Amendment are to sections in the  
14          Assignment Agreement. The Assignment Agreement was amended by an agreement  
15          titled “Amendment to Assignment Agreement for the DAP Operating Agreement” dated  
16          October 26, 2012. An amendment titled “Second Amendment to Assignment Agreement  
17          for the DAP Operating Agreement” dated September 16, 2013, extended the expiration of  
18          the agreement to September 30, 2014 and added an E-Verify Compliance requirement.  
19          An amendment titled “Third Amendment to Assignment Agreement for the DAP  
20          Operating Agreement” dated September 16, 2014, extended the expiration of the  
21          agreement to September 30, 2015. The Assignment Agreement, as previously amended,  
22          is hereby amended as follows:  
23

24          1. Effective Date of Amendment. This Amendment shall be effective at 12:01 AM on  
25          October 1, 2015.  
26

27          2. Delete Section 5. “Term.” in its entirety and replace with the following:  
28

29                  5. Term. The term of this Assignment Agreement and the Bulls  
30                  responsibilities under the DAP operating agreement will expire at  
31                  midnight on September 30, 2015. .  
32

33          3. Add the following subsection to Section 3 (b). “No Financial Reporting.”  
34

35                  iv. a quarterly activity and utilities report.  
36

37          4. Delete Section “6. Operating Fee” in its entirety and replace with the following:  
38

39                  6. Operating Fee. Beginning October 1, 2015 , the City shall pay the  
40                  annual Operating Fee payment to the Bulls pursuant to Section 10.1 of the  
41                  DAP Operating Agreement with twelve (12) equal monthly payments to  
42                  the Bulls in the amount of \$9,331.69 for a total payment of \$111,980.28  
43                  for the Term of this Fourth Amendment.  
44

45          4. E-Verify compliance under 143-133.3. The contractor and its subcontractors shall  
46          comply with the requirements of Article 2 of Chapter 64 of the North Carolina General  
47          Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply  
48          to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in  
49          accordance with that statute. Any clause in this contract included under the authority of

*Fourth Amendment to the Assignment Agreement for the DAP Operating Agreement*

50 NCGS 160A-20.1(b) shall be of no effect; provided, however, to the extent (if any)  
51 required to comply with NCGS 143-129(j), a clause in this contract requiring the  
52 contractor and its subcontractors to comply with the requirements of Article 2 of Chapter  
53 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-Verify  
54 compliance under 143-133.3 section is valid only if House Bill 318, which was ratified  
55 on 29 September 2015, is signed into law by the Governor of North Carolina.  
56

57 5. Effect of Amendment. The terms of the Assignment Agreement not added to,  
58 amended or altered by this Third Amendment shall remain in full force and effect.  
59

60  
61 IN WITNESS WHEREOF, the parties have caused this Amendment to be  
62 executed themselves or by their respective duly authorized agents or officers.  
63

CITY OF DURHAM

64  
65 ATTEST:

66  
67  
68  
69 \_\_\_\_\_ By: \_\_\_\_\_  
70

71  
72 Preaudit Certificate, if applicable:  
73

74  
75  
76  
77 THE DURHAM BULLS  
78 BASEBALL CLUB, INC.

79 ATTEST

80  
81 \_\_\_\_\_ By: \_\_\_\_\_  
82 Secretary

83 General Manager, Durham Bulls  
84 Baseball Club, Inc.  
85 .

86 (Affix corporate seal.)  
87  
88  
89

90 State of \_\_\_\_\_

91 ACKNOWLEDGEMENT BY DURHAM  
92 BULLS BASEBALL CLUB, INC.

93 County of \_\_\_\_\_  
94  
95

*Fourth Amendment to the Assignment Agreement for the DAP Operating Agreement*

96 I, \_\_\_\_\_, a Notary Public for said County and State, do hereby  
97 certify that \_\_\_\_\_, General Manager of the Durham Bulls Baseball  
98 Club, Inc. personally appeared before me this day and acknowledged the due execution  
99 of the forgoing instrument. Witness my hand and official seal, this the \_\_\_\_\_ day of  
100 \_\_\_\_\_, 2015.

101  
102 My commission expires: \_\_\_\_\_  
103 Notary Public  
104 \_\_\_\_\_