

1 THIRD AMENDMENT TO ASSIGNMENT AGREEMENT FOR  
2 THE DAP OPERATING AGREEMENT  
3  
4  
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6 This amendment (“Third Amendment”) is made, dated and entered into as of the  
7 \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Durham (“City”) and  
8 THE DURHAM BULLS BASEBALL CLUB, INC., a North Carolina corporation  
9 (the “Bulls”).  
10

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

23 1. Effective Date of Amendment. This Amendment shall be effective at 12:01 AM on  
24 October 1, 2014.  
25

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

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

32 3. Delete Section “6. Operating Fee” in its entirety and replace with the following:  
33

34 6. Operating Fee. Beginning October 1, 2014, the City shall pay the  
35 annual Operating Fee payment to the Bulls pursuant to Section 10.1 of the  
36 DAP Operating Agreement with twelve (12) equal monthly payments to  
37 the Bulls in the amount of \$6,130.77 for a total payment of \$73,569.24 for  
38 the Term of this Third Amendment.  
39

40 4. Effect of Amendment. The terms of the Assignment Agreement not added to,  
41 amended or altered by this Third Amendment shall remain in full force and effect.  
42  
43  
44

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

45 IN WITNESS WHEREOF, the parties have caused this Amendment to be  
46 executed themselves or by their respective duly authorized agents or officers.

47  
48 CITY OF DURHAM

49 ATTEST:

50  
51  
52  
53 \_\_\_\_\_ By: \_\_\_\_\_

54  
55  
56 Preaudit Certificate, if applicable:

57  
58  
59  
60  
61 THE DURHAM BULLS  
62 BASEBALL CLUB, INC.

63 ATTEST

64  
65 \_\_\_\_\_ By: \_\_\_\_\_  
66 Secretary

67 General Manager, Durham Bulls  
68 Baseball Club, Inc.

69 (Affix corporate seal.)

70  
71  
72  
73  
74 State of \_\_\_\_\_

75 ACKNOWLEDGEMENT BY DURHAM  
76 BULLS BASEBALL CLUB, INC.

77 County of \_\_\_\_\_

78  
79  
80 I, \_\_\_\_\_, a Notary Public for said County and State, do hereby  
81 certify that \_\_\_\_\_, General Manager of the Durham Bulls Baseball  
82 Club, Inc. personally appeared before me this day and acknowledged the due execution  
83 of the forgoing instrument. Witness my hand and official seal, this the \_\_\_\_\_ day of  
84 \_\_\_\_\_, 2013.

85  
86 My commission expires:

87 \_\_\_\_\_  
88 Notary Public