FOURTH AMENDMENT TO ASSIGNMENT AGREEMENT FOR THE DAP OPERATING AGREEMENT

This amendment ("Fourth Amendment") is made, dated and entered into as of the _____ day of _____, 2015, between the City of Durham ("City") and THE DURHAM BULLS BASEBALL CLUB, INC., a North Carolina corporation (the"Bulls").

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

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

2. Delete Section 5. "Term." in its entirety and replace with the following:

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

3. Add the following subsection to Section 3 (b). "No Financial Reporting."

> iv. a quarterly activity and utilities report.

4. Delete Section "6. Operating Fee" in its entirety and replace with the following:

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

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

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

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

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

CITY OF DURHAM

ATTEST:

_____ By: _____

Preaudit Certificate, if applicable:

THE DURHAM BULLS BASEBALL CLUB, INC.

ATTEST

_____ By: _____

Secretary

General Manager, Durham Bulls Baseball Club, Inc.

(Affix corporate seal.) .

State of _____

ACKNOWLEDGEMENT BY DURHAM BULLS BASEBALL CLUB, INC.

County of _____

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

My commission expires: _____

Notary Public

_____