

DONATION AGREEMENT

This Donation Agreement (this "Agreement") is made and entered by and between **Rocky Waters 3 LP.**, a South Dakota Limited Partnership located at 598 Eau Gallie BLVD, Melbourne, FL 32935, ("Donor") and **Deadwood Historic Preservation Commission**, a division of the City of Deadwood, a South Dakota municipality with a mailing address of 108 Sherman Street, Deadwood, SD 57732 ("City") (Donor and City are collectively referred to herein as the "Parties").

RECITALS:

A. Donor and City are respectively the Buyer and Seller of a certain Commercial Real Estate Purchase Agreement dated the same date as this Agreement.

B. One of the material terms of that Real Estate Purchase Agreement is that Donor will make a donation to the Deadwood Historic Preservation Commission in the amount of Ten Thousand Dollars (\$10,000.00).

In consideration of the recitals set forth above and the mutual covenants and agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Donor's Donation.** Donor hereby agrees to donate the sum of Ten Thousand Dollars (\$10,000.00) to the Deadwood Historic Preservation Commission (the "Donation"). The Donation shall be paid by Buyer as follows: (1) Ten Thousand Dollars (\$10,000.00) shall be paid by Donor within one hundred eighty (180) days of the date of this Agreement.

2. **Entire Agreement/Amendment.** This Agreement is the entire agreement between the Parties with respect to the transactions contemplated by this Agreement. No part of this Agreement may be changed, waived, discharged, or terminated other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

3. **Binding Effect/Time of the Essence.** Time is of the essence of this Agreement. This Agreement binds the parties and their respective legal representatives, successors, heirs, and permitted assigns.

4. **Acceptance.** This Agreement is effective when it is signed by both Buyer and Seller.

5. Should the purchase referenced in paragraph A above fail to close, this agreement shall be null and void with no further obligation due from either party.

Dated this ___ day of April, 2026.

Dated this 2 day of April, 2026.

Buyer

Seller

Deadwood Historic Preservation Commission

Rocky Waters 3 LP

By: _____
Title: _____

By: Thomas Richards
Title: Managing Member