

LOBBYIST AGREEMENT

THIS AGREEMENT, is made this 5th day of August, 2026, between Deadwood Historic Preservation (hereinafter referred to as "Client") and Sam Matson, 101 West 69th Street Suite 105, Sioux Falls, South Dakota 57108 (hereinafter referred to as "Lobbyist ").

1. Purpose of Employment. Client employs Lobbyist to represent Client as its Lobbyist to lobby on Client's behalf on matters of legislative interest on the part of Client during the 2027 session of the South Dakota Legislature.

2. Lobbyist Fees. Client shall pay to the Lobbyist fees for such representation the following sums:

(A) Lobbyist - \$10,000.00, and Lobbyist registration fee of \$40.00 for a total of \$10,040.00. The fees for lobbying shall be paid within 10 days of commencement of the 2027 Legislative Session.

3. Conflict of Interest. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time a particular bill pending before the Legislature or issue of legislative concern may affect more than one of Lobbyist clients. Client and Lobbyist recognize that the legislative interests of Client and other clients of Lobbyist may not always be compatible. Any conflict of interest, which arises with respect to any legislative issue, will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An effort will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3)

If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise (i.e. waiver of conflict) of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has retained Sam Matson as a registered lobbyist for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation of other clients. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

4. Term of this Agreement. This Agreement shall be effective for the duration of the 2027 Legislative Session.

IN WITNESS WHEREOF, Client and Lobbyist have executed this Agreement the day and year first above written.

Dated this 17th day of August, 2026.

CITY OF DEADWOOD:

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

By _____
Its _____

Sam Matson
HPS Law Firm