

NAMING AGREEMENT

This Naming Agreement ("Agreement") is entered into by and between Independent School District No. 2909, Rock Ridge Public Schools, a public school district duly and properly organized under the laws of the state of Minnesota (hereinafter referred to as the "District"), and Pohaki Lumber & Builders Supplies, Inc. d/b/a Pohaki (hereinafter referred to as "Pohaki").

RECITALS

A. **WHEREAS**, in a historic vote by the voters in the former Virginia School District and the Eveleth-Gilbert School District, the voters approved the consolidation of the two school districts into a new, single school district.

B. **WHEREAS**, the consolidation became effective on July 1, 2020, and the two former school districts have now consolidated into Independent School District No. 2909, Rock Ridge Public Schools.

C. **WHEREAS**, the newly consolidated District has embarked on a major facilities construction project based upon the recent consolidation and based upon the successful 2019 voter approved referendum to fund the construction of new school and extra-curricular facilities (hereinafter referred to as the "Project") in what is now the consolidated Rock Ridge School District.

D. **WHEREAS**, the Project includes(ed) the construction of a new elementary school in Virginia, MN. As part of the new, state of the art elementary campus, the campus includes a building construction lab that will be a part of the educational facilities at North Star Elementary School.

E. **WHEREAS**, Pohaki is a local lumber and construction supply business that has been a longtime supporter of local schools and educational activities.

F. **WHEREAS**, Pohaki is prepared to make a significant donation of product

to the District, to be utilized in the construction of the Project.

G. **WHEREAS**, in appreciation for and recognition of Pohaki's significant donation, the District intends to name the new construction lab the "**Pohaki Construction Lab at North Star Elementary School**".

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the District and Pohaki hereby agree as follows:

1. Pohaki has donated \$5000 worth of equipment to the District, with the donation to be made in the following manner: (a) Pohaki donated to the District \$5000 worth of supplies and equipment for the construction lab at North Star Elementary School during the 2024-2025 school year. The District will be free, at its discretion, to utilize the donated supplies and equipment for any and all projects related to the construction of the Project or other facility needs.

2. The District agrees that effective immediately upon the approval and execution of this Agreement by both parties the construction lab at the North Star Elementary School will be forever and perpetually named, known as, and referred to as "**Pohaki Construction Lab at North Star Elementary School**" (for ease of reference, the "**Pohaki Construction Lab at North Star Elementary School**" will sometimes hereinafter be referred to as the "Name").

3. The District shall include without limitation the use and reference to the Name in any and all North Star Elementary School maps, signage, writings, announcements, press releases, news articles and any other communication of any kind, which refer to or reference this particular area of the new North Star Elementary

School. The naming of this area the "**Pohaki Construction Lab at North Star Elementary School**" will be exclusive to Pohaki in perpetuity. In addition, Pohaki will be the only lumber and construction supply business that will have any signage, advertising or advertising visibility in the above-referenced construction lab area. The District reserves and retains the right to allow other businesses or sponsors, that are not lumber, building material, construction supply, hardware, tool, cabinet or millwork businesses, to have advertising or advertising visibility in the construction lab area, as long as any such advertising, advertising visibility or related signage is less prominent than any signage for Pohaki. The District also agrees to erect and maintain signage in the construction lab area emphasizing, recognizing, and prominently identifying this area as "**Pohaki Construction Lab at North Star Elementary School**" The signage shall be consistent with, proportionate to, and no less prominent than, the signage used throughout the Project to identify and refer to other areas, fields, stadiums, arenas, buildings, and locations of similar size. Further, the Pohaki corporate logo will be incorporated in any signage where there is sufficient space in any such signage to incorporate the logo. Pohaki acknowledges and agrees that, while the specific above-referenced area shall bear the Name, the District reserves and retains all naming rights for all other locations, athletic fields, stadiums, centers, departments and any other areas to be constructed or which have been constructed as part of the Project. Pohaki reserves the right to change its name or logo and will pay for any updates to the signage.

4. Miscellaneous Provisions

a. Notices. The contact information for each party to this Agreement, for any notices or subsequent communications that may have to be sent or provided from one party to another regarding this Agreement or the implementation or administration of this Agreement, is as follows:

1. Rock Ridge Public Schools
Attn: Willie Spelts
Director of School to Work Engagement & Fundraising Coordinator
1405 Progress Parkway
Virginia, MN 55792
Phone: 218-290-1237
2. Pohaki
Attn: Brandon Seppala
804 North 6th Avenue
Virginia, MN 55792
Phone: (218) 741-3014

5. Complete Agreement.

This Agreement constitutes the entire and complete agreement between the parties with respect to the donation being made by Pohaki to the District for the naming rights to the area referenced above.

6. Governing Law.

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the state of Minnesota and the parties consent to the exclusive jurisdiction and venue of the Minnesota State District Court, sited at the St. Louis County Courthouse in Virginia, Minnesota, for the resolution of any disputes that may arise regarding the interpretation, administration or enforcement of this Agreement.

7. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, under the present or future laws effective during the term of this Agreement, such

provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

8. Amendments.

Any amendments to this Agreement must be in writing and must be approved and signed by both parties to this Agreement.

9. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and beneficiaries.

**INDEPENDENT SCHOOL DISTRICT #2909
ROCK RIDGE PUBLIC SCHOOLS**

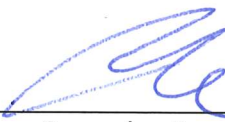
Dated: _____, 2025

By: _____
Dr. Noel Schmidt
Superintendent of Schools

By: _____
John Uhan
Chairperson, Board of Education

**POHAKI LUMBER & BUILDERS SUPPLIES,
INC. d/b/a POHAKI LUMBER COMPANY**

Dated: September 8, 2025



Brandon Seppala, President