

**AMENDMENT NO. 2 TO LICENSE,  
MARKETING AND SUPPORT AGREEMENT**

This Amendment No. 2 to License, Marketing and Support Agreement (this "Amendment") amends the License, Marketing and Support Agreement dated October 1, 2017 ("License Agreement") as modified by Amendment No. 1 between The Oregon State University Alumni Association, Inc., an Oregon nonprofit corporation having offices at 204 CH2M Hill Alumni Center, Corvallis, Oregon 97331-6303 ("OSUAA") and Oregon Community Credit Union, an Oregon state chartered credit union, ("Affiliate") having offices at 2880 Chad Drive, Eugene, Oregon 97408 (collectively, the "Credit Union"). The Effective Date of this Amendment is September 1, 2024 (the "Amendment Effective Date").

**RECITALS**

- A. The Initial Term of the License Agreement commenced October 1, 2017, and continued through September 30, 2020.
- B. Pursuant to Section 10, the License Agreement automatically renewed for a Renewal Term of one (1) year through September 30, 2021.
- C. The parties extended the Term of the License Agreement for three (3) years commencing September 1, 2021, and continuing through August 31, 2024.
- D. OSUAA and Credit union wish to extend the Term of the License Agreement for five (5) years commencing September 1, 2024.

**AGREEMENT**

In consideration of the promises and covenants below, the parties agree as follows:

- 1. The parties hereby agree to extend the Term of the License Agreement through August 31, 2029.
- 2. In consideration of OSUAA's agreement to extend the Term of the License Agreement, and OSUAA's agreement to continue providing the marketing support services described in the License Agreement, Credit Union agrees to pay OSUAA an annual license fee ("License Fee") as follows:

2024-2025: \$175,000

2025-2026: \$177,625

2026-2027: \$180,289

2027-2028: \$182,993

2028-2029: \$185,738

*JPV*  
*7.12.2024*

The annual License Fee shall be paid on the Amendment Effective Date and annually on the anniversary date of the Amendment Effective Date thereafter during the term of the License Agreement.

3. Term: This Agreement shall be effective as of the Effective Date and shall continue through August 31, 2029 (the "Initial Term"). Following the Initial Term, this Agreement may be renewed only upon mutual written agreement of the parties."

4. Except as set forth in this Amendment, all other terms of the License Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

THE OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

By: John P. Valva

Name: John P. Valva

Title: Executive Director

Date: 7/12/2024

OREGON COMMUNITY CREDIT UNION

By: [Signature]

Name: GREGORY B. SCHUMAKER

Title: EVP

Date: 7/2/24