

**AMENDMENT #2 TO AGREEMENT GRANTING  
OFFICE DEPOT, LLC. PERMISSION TO USE COUNTY OF OAKLAND'S PROFESSIONAL SERVICE  
CONTRACT IN ITS "AMERICA SAVES" PROGRAM**

This Amendment #2 to Agreement Granting Office Depot, LLC. Permission to Use County of Oakland's Professional Service Contract in its "America Saves" Program (this "**Amendment**") is made and entered into as of the 1st day of October, 2023 (the "**Amendment #2 Effective Date**"), by and between Office Depot, LLC. ("**Contractor**"), ODP Business Solutions, LLC ("**ODP**") and County of Oakland ("**County**").

**WHEREAS**, County and Contractor entered into that certain Agreement Granting Office Depot, LLC. Permission to Use County of Oakland's Professional Service Contract Number in its "America Saves" Program, dated as of July 1, 2011 (the "**Agreement**"), as amended, and the parties desire to further amend the Agreement, on the terms and conditions as provided herein; and

**WHEREAS**, Contractor desires to assign all of its right, title and interest under the Agreement to ODP, and ODP desires to assume all obligations under the Agreement, on the terms set forth herein; and

**WHEREAS**, ODP and Customer desire to amend the Agreement on the terms and conditions as provided herein; and

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Amendment #1 shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. Contractor hereby assigns all of its right, title and interest under the Agreement to its affiliate, ODP, and ODP hereby assumes all obligations under the Agreement. Any references to the term "Office Depot" or "Contractor", as used in the Agreement, shall now refer to "ODP."
2. The following terms and conditions of the Agreement shall be amended:
  - a. All references in the Agreement to "www.officedepot.com" shall be deleted and replaced with "www.odpbusiness.com".
3. Section 1 under "Purpose" shall be deleted in its entirety and replaced with the following:
 

"1. After a competitive bidding and selection process by County of Oakland, ODP and the County entered into a Contract, Contract Number 10418 ("Master Contract"), dated October 1, 2023, which provides for the purchase of various office supplies and equipment (the "Products") from ODP."
4. Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:
 

"4. As defined in the Master Contract, "Spend" for the purposes of this Grant of Permission shall mean the aggregate paid-for purchases from ODP by Participating Agencies, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, paper, gift cards and warranties, and "**Contract Year**" shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term. Participating Agencies shall be eligible for incentives relating to Spend as further described in Exhibit IX of the Master Contract."

## EXECUTION COPY

5. Section 10 shall be deleted in its entirety and replaced with the following:

"10. This Agreement is effective on October 1, 2023, and shall run coterminous with the Initial Term and any extensions of the Master Contract. Either Party may terminate this Agreement upon 30 days' prior written notice to the other Party for any reason including convenience. Termination of this Agreement shall not affect the Master Contract between the County and ODP."

6. Capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement. This Amendment may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment #2 to Agreement as of the Amendment #2 Effective Date.

## OFFICE DEPOT, LLC.

DocuSigned by:

By: Steven Blyth  
Name: Steven Blyth  
Title: Senior Vice President  
Date: 9/11/2023

## COUNTY OF OAKLAND

DocuSigned by:

By: Scott N. Guzzy  
Name: Scott N. Guzzy  
Title: Purchasing Administrator  
Date: 9/11/2023

## ODP BUSINESS SOLUTIONS, LLC

DocuSigned by:

By: Valya Broyer  
Name: Valya Broyer  
Title: Vice President  
Date: 9/11/2023

