

AMENDMENT #2 TO Purchasing Agreement # 2020002300

This Amendment #2 to Purchasing Agreement # 2020002300 ("**Amendment #2**") is made and entered into as of May 1, 2022 ("**Amendment #2 Effective Date**"), among Office Depot, LLC, a Delaware limited liability company ("**Supplier**" or "**Office Depot**"), ODP Business Solutions, LLC, a Delaware limited liability company ("**ODP BSD**"), and The Regents of the University of California ("**UC**").

WHEREAS, Supplier and UC are parties to that certain Purchasing Agreement # 2020002300, dated as of June 22, 2020, as amended by that certain Amendment #1 to Purchasing Agreement #2020002300, dated December 5, 2020 (collectively the "**Agreement**"); and

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

WHEREAS, ODP BSD and UC 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 #2 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. Office Depot hereby assigns all of its right, title and interest under the Agreement to its affiliate, ODP BSD, and ODP BSD hereby assumes all obligations under the Agreement. Any references to the term "Office Depot" or "Supplier", as used in the Agreement, shall now refer to "ODP BSD."
2. UC hereby consents to the assignment of the Agreement from Office Depot to its affiliate, ODP BSD, and UC hereby releases Office Depot from any and all obligations due and owing under the Agreement following the Amendment #2 Effective Date.
3. 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".
 - b. Section 4. of the Agreement, Non-Core Item Pricing, shall be amended as follows:
 - i. In the first sentence, delete "printed", and after the term "catalog", insert ", which may be either printed or virtual,".
 - c. All references in the Agreement to retail stores shall be deleted.
4. Capitalized terms not otherwise defined in this Amendment #2 shall have the same meaning as set forth in the Agreement. This Amendment #2 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 #2 shall remain in full force and effect. If any provision of this Amendment #2 conflicts with any of the provisions of the Agreement, then the provisions of this Amendment 2 shall govern and control.

[SIGNATURE PAGE TO FOLLOW]

EXECUTION COPY

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

OFFICE DEPOT, LLC

By: Wayne Lajoie

Name: Wayne Lajoie

Title: Vice President

Date: 2/3/2022

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Sean Parker

Name: Sean Parker

Title: Associate Director

Date: 2/3/2022

ODP BUSINESS SOLUTIONS, LLC

By: Wayne Lajoie

Name: Wayne Lajoie

Title: Vice President

Date: 2/3/2022

