



### ASSIGNMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND CONSENT AGREEMENT (“Agreement”) is made and entered into as of May 1, 2022 (“Assignment Effective Date”) by and among Office Depot, LLC, a Limited Liability Company registered in the State of Delaware with a place of business at 6600 North Military Trail, Boca Raton, FL 33496-2434 (“Assignor”), ODP Business Solutions, LLC, a Limited Liability Company registered in the State of Delaware with a place of business at 6600 North Military Trail, Boca Raton, FL 33496-2434 (“Assignee”), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”), individually and collectively referred to herein as “Party” or “Parties”.

WHEREAS, Assignor and County entered into a Contract RCA-017-21010024, effective August 10, 2021 through June 30, 2026 (the “Contract”), pursuant to which Assignor provided Office Supplies, Related Products and Services on behalf of the County (the “Services”); and

WHEREAS, Assignor wishes to transfer and assign to Assignee all its rights, title, and obligations under the Contract to Assignee; and,

WHEREAS, Assignee wishes to acquire all rights, title, and obligations under the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract; and

WHEREAS, County is willing to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. As of the Assignment Effective Date, Assignor does hereby assign, transfer, and convey to the Assignee all of Assignor’s title, right, obligations, and interest in, to, and under the said Contract, which is attached hereto as Exhibit “A” and incorporated herein by reference, from and after the Assignment Effective Date.
2. Assignee hereby accepts such assignment of the Contract as of the Assignment Effective Date, and agrees to assume all of Assignor’s duties and obligations in, to, and under the Contract from and after the Assignment Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. Assignee agrees that it shall make the Primary Staff/Key Personnel identified in Attachment C of the Contract available for the performance of the Contract and that such personnel shall not be change except as provided in Attachment C of the Contract.
4. County further consents to the substitution of Assignee in place and instead of Assignor from and after the Assignment Effective Date.

5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Assignment Effective Date.
6. This Agreement constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered, or amended other than in writing executed by the Party sought to be charged thereby.
7. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, the Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. Each Party has full power and authority to enter into and perform the Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**OFFICE DEPOT, LLC** a State of Delaware  
Limited Liability Company,

By: Matthew Shedlock  
Name: Matthew Shedlock  
Title: Vice President  
Date: 1/13/2023  
Corporate Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Corporate Officer

**ODP BUSINESS SOLUTIONS, LLC** a State of  
Delaware Limited Liability Company.

By: Matthew Shedlock  
Name: Matthew Shedlock  
Title: Vice President  
Date: 1/13/2023  
Corporate Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Corporate Officer



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**COUNTY OF ORANGE, a political subdivision of the State of California**

\_\_\_\_\_  
Print Name Title  
\_\_\_\_\_  
Signature Date

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\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories

described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

# Office DEPOT.

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## OFFICE DEPOT, LLC


### ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, LLC, a limited liability company formed under the Delaware Limited Liability Company Act (the "LLC"), and that, as such, he is authorized to execute this Certificate on behalf of the LLC, and further certifies that:

1. The LLC is a limited liability company duly formed and in good standing under the laws of the State of Delaware; and
2. Matthew Shedlock serves as Vice President, Business Solutions, and as such, he is authorized to execute bids and contracts for the sale of office supplies on behalf of the LLC.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 19th day of July, 2021.

OFFICE DEPOT, LLC

By:   
Joseph White  
Assistant Secretary



ODP BUSINESS SOLUTIONS, LLC

SECRETARY'S CERTIFICATE AND INCUMBENCY

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The undersigned, Joseph G. White, hereby certifies that he is the duly elected and acting Assistant Secretary of ODP Business Solutions, LLC, a Delaware limited liability company (the "Company"), and that, as such, he is authorized to execute and deliver this Secretary's Certificate on behalf of the Company and further certifies that:

- 1. The Company is duly formed and in good standing under the laws of the State of Delaware; and
2. Matthew Shedlock serves as Vice President, Business Solutions, and as such, he is authorized to execute bids and contracts for the sale of office supplies on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 11th day of May 2022.

ODP BUSINESS SOLUTIONS, LLC, a Delaware limited liability company

By: [Signature] Joseph G. White Assistant Secretary



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