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| <b>STATE OF WASHINGTON</b><br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT ASSIGNMENT</b> |             |
|   | Contract No.:              | 06019       |
| <b>ASSIGNOR</b><br>Office Depot, LLC<br>6600 N. Military Trail<br>Boca Raton, FL 33496-2434   | Effective Date:            | May 1, 2022 |
| <b>ASSIGNEE</b><br>ODP Business Solutions, LLC<br>6600 N. Military Trail<br>Boca Raton, FL 33496-2434   |                            |             |

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT**  
**FOR**  
**CONTRACT No. 06019**  
**OFFICE SUPPLIES**

This Assignment, Assumption, and Consent Agreement (“Agreement”) for Contract No. 06019 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”), Office Depot, LLC, a Delaware limited liability company, as successor-in-interest by merger to Office Depot, Inc., a Delaware corporation (“Assignor”), and ODP Business Solutions, LLC, a Delaware limited liability company (“Assignee”) and is dated and effective as of May 1, 2022 (“Effective Date”).

**R E C I T A L S**

- A. State and Office Depot, Inc., a Delaware corporation, entered into that certain Contract No. 06019 dated effective as of May 1, 2020 which is attached hereto as Exhibit A (“Contract”);
- B. As of June 30, 2020, Office Depot, LLC, a Delaware limited liability company (“Assignor”), is successor-in-interest by merger to Office Depot, Inc., a Delaware corporation;
- C. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- D. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- E. State desires to consent to such assignment, acceptance, and assumption.

**A G R E E M E N T**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. ASSIGNMENT OF CONTRACT. As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.
2. ASSUMPTION OF CONTRACT. As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor. As of the Effective Date, any reference to "Contractor" in the Contract shall mean Assignee.
3. CONSENT TO ASSIGNMENT & ASSUMPTION. State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. INSURANCE. The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. NOTICES. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:  
  
Attn: Elizabeth Gray, Vice President  
ODP Business Solutions, LLC  
6600 N. Military Trail  
Boca Raton, FL 33496-2434
6. BINDING EFFECT. All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

10. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**ASSIGNOR**  
**OFFICE DEPOT, LLC**  
**A DELAWARE LIMITED LIABILITY COMPANY**

**ASSIGNEE**  
**ODP BUSINESS SOLUTIONS, LLC**  
**A DELAWARE LIMITED LIABILITY COMPANY**

By: Elizabeth Gray  
Name: Elizabeth Gray  
Title: Vice President  
Date: 4/25/2022

By: Elizabeth Gray  
Name: Elizabeth Gray  
Title: Vice President  
Date: 4/25/2022



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Nick Ioanna  
Name: Nick Ioanna  
Title: Procurement Supervisor  
Date: 5/2/2022

**CONTACT TO BE ASSIGNED**

Master Contract No. 06019 – Office Supplies, State of Washington and Office Depot, Inc. (dated May 1, 2020).