

AMENDMENT #3
to
TCPN Contract No. R5023
for Office Supplies, Related Products and Office Services

This Amendment #3 is entered into by and among the Region 4 Education Service Center ("Region 4"), the Cooperative Purchasing Network ("TCPN") and Office Depot, Inc. ("Office Depot") and hereby amends and supplements TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services, effective July 12, 2010, including all amendments thereto (the "Contract"). This Amendment #3 shall be deemed effective February 28, 2012 ("Amendment #3 Effective Date").

WHEREAS, the Office Depot and TCPN executed Amendment #1, effective September 1, 2010, amending certain provisions of the Contract;

WHEREAS, the Office Depot and TCPN executed Amendment #2, effective January 1, 2011, amending certain provisions of the Contract;

WHEREAS, the parties wish to further amend the Contract as set forth in this Amendment #3; and

WHEREAS, this Amendment #3, upon mutual execution of the parties, shall be incorporated into the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows.

1. All references to the "current Office Depot printed Business Solutions Division Big Book Catalog ("BSD Big Book")" shall be deleted and replaced with the "current primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division ("BSD Catalog")". Accordingly, any references to the "BSD Big Book" shall be replaced with the "BSD Catalog".
2. Section 7 of Amendment #2 entitled "Delivery" is deleted in its entirety and replaced with the following:
 - "a. The pricing set forth in this Contract includes dock and/or mailroom delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly by each market's retail delivery partner and remain consistent for each year during the term of the Contract. Office Depot may impose a minimum order value ("MOV") of \$50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements."
3. Section 2(b) of Amendment #1 entitled "Tier I Opportunities" shall be amended by deleting the third and fourth sentences of the section and replacing such with the following:

"The parties agree that any fees required to participate in the Tier 1 Program shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot."
4. A new Section 2(f) shall be added to the Contract as follows:

- “f. **Special Order Bids.** For purposes of the Contract, “Special Order Bids” are defined as warehouse, truckload, non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Office Depot may respond to Participating Agencies who issue their own Special Order Bids, under their own terms and conditions, including bids for quantity discounts on products to be delivered to a centralized warehouse location, in accordance with the following terms:
- i. Office Depot will review each opportunity with TCPN prior to moving forward with a response.
 - ii. Pricing will be negotiated on a case-by-case basis.
 - iii. If Office Depot is awarded a bid, a separate Office Depot account shall be set up for the relevant Participating Agency for those purchases made for the centralized warehouse facility bid. Such separate account shall not be linked to the Participating Agency’s TCPN account and, therefore, not subject to its volume rebate.
 - iv. If pursuant to a bid, a Participating Agency makes purchases of items from Office Depot, then such purchases shall not be included in the quarterly calculation of Administrative Fee due to TCPN.
 - v. Pricing which is offered or given by Office Depot as a result of such bids will have no bearing on the pricing otherwise offered under the Contract.
 - vi. Pricing will be offered strictly to the centralized warehouse locations of the respective Participating Agency.”
5. A new Section 2(g) shall be added to the Contract as follows:
- “g. **Regional Promotions.** Office Depot shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, Office Depot will provide TCPN with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the TCPN price update schedule set forth in the Contract. These items may be available in limited quantities and will be available to all Participating Agencies in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the Spend used to calculate the Agency Annual Volume Rebate and the Administrative Fees due TCPN under the Contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of Office Depot.”
6. A new Section 2(h) shall be added to the Contract as follows:
- “h. **Product Selection.** In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services, and/or categories (e.g., medical/first-aid supplies) to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to TCPN.”
7. A new section 2(i) shall be added to the Contract as follows:
- “i. **Employee Purchase Program.** In an effort to continuously improve its customer-focused offering, Office Depot reserves the right to offer market-competitive pricing on select products (i.e., certain educational materials, classroom supplies, and copy and printing services) to employees of Participating Agencies (including teachers). This purchasing program shall enable employees of Participating Agencies to create an employee account and purchase products using a personal credit card. Employees shall be liable for their own purchases under the program. Any employee account shall be subject to approval by the Participating Agency whose employee desires to open an account. Purchases made by employees shall not be included in calculating an Agency

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Annual Volume Rebate or any other rebate that a Participating Agency is entitled under the Contract. However, purchases made by employees shall be included for purposes of calculating the administrative fee due to TCPN.

Under this program, there shall be no delivery fee for orders over \$50.00, but orders below \$50.00 will be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. For qualified items that are also available at Office Depot's U.S. retail store locations, the relevant pricing under the employee program will be offered.

8. Capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Contract. All other terms and conditions of the Contract are hereby ratified, and shall remain in full force and effect. Should any conflict, whether direct or indirect, arise between this Amendment and the Contract, this Amendment shall control in all respects and the conflicting terms of the Contract shall be considered of no effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment #3 Effective Date.

OFFICE DEPOT, INC.

By: [Signature]
Name: David Trednawski
Title: Regional Vice President
Date: 1/11/12

THE COOPERATIVE PURCHASING NETWORK

By: [Signature]
Name: ROBERT A. PECHACEK
Title: PRESIDENT / CEO
Date: 1/10/12



THE REGION 4 EDUCATION SERVICE CENTER

By: [Signature]
Name: Bob Baker
Title: Deputy Executive Director
Date: 1/9/12