
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report: November 2, 2010

Commission file number 1-10948

OFFICE DEPOT, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

6600 North Military Trail, Boca Raton, FL
(Address of principal executive offices)

59-2663954

(I.R.S. Employer
Identification No.)

33496
(Zip Code)

(561) 438-4800

(Registrant's telephone number, including area code)

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

Office Depot, Inc. (the "Company") is filing this Amendment No. 1 to its Current Report on Form 8-K filed on October 25, 2010, which announced that Mr. Neil R. Austrian has agreed to serve as the Company's interim Chairman and Chief Executive Officer until the Company hires a permanent replacement. The Company and Mr. Austrian entered into a Letter Agreement dated November 2, 2010, that sets forth the compensatory arrangements for Mr. Austrian (the "Agreement").

Under the Agreement, Mr. Austrian's commencement date is November 1, 2010, and he will receive a monthly salary of \$200,000, which will accrue from and after October 25, 2010. Mr. Austrian was also granted a non-qualified stock option to purchase 400,000 shares of common stock of the Company (the "Option") pursuant to and subject to the terms of the Company's 2007 Long-Term Incentive Plan (the "Incentive Plan"). The Option was granted with an exercise price of \$4.43, and with such other customary terms as determined by the Compensation Committee under the Incentive Plan and as set forth in Mr. Austrian's Non-Qualified Stock Option Award Agreement, dated November 2, 2010 (the "Option Agreement"). As more fully described below, the Option will vest with respect to one third (1/3) of the shares on the grant date of November 2, 2010, and 1/3 on each of the first and second anniversaries of the grant date (each a "Scheduled Vesting Date"), subject to Mr. Austrian, on each Scheduled Vesting Date, continuing to serve as, (i) CEO through the date of commencement of employment of a successor CEO of the Company ("Successor CEO Event"), and as (ii) a member of the Board of the Directors of the Company (the "Board"), from and after the employment of such Successor CEO.

Under the Agreement, if Mr. Austrian continues to be employed as interim CEO through the Successor CEO Event, then as of such date, the Option shall vest (to the extent not previously vested) with respect to 50% of the shares subject to the Option, and the then remaining unvested shares covered by the Option shall vest, subject to Mr. Austrian's continued services as a member of the Board on the first anniversary of the Successor CEO Event. In addition, the Option, unless previously forfeited by Mr. Austrian pursuant to a Forfeiture Event (defined below), shall become 100% vested upon the occurrence of any of the following events:

(x) if prior to the occurrence of a Successor CEO Event, (A) Mr. Austrian's employment as CEO of the Company terminates for any reason other than because of his resignation or for termination by the Company for good cause (defined below) or (B) Mr. Austrian has not been re-elected to the Board, despite having offered himself as a candidate for re-election to the Board;

(y) following the occurrence of a Successor CEO Event, if Mr. Austrian dies, ceases performing services as a Director upon becoming Disabled (as defined in the Option Agreement), or has not been re-elected to the Board, despite having offered himself as a candidate for re-election to the Board (other than following the occurrence of a Director Good Cause Event (defined below)); or

(z) immediately prior to the date of any "Change in Control" of the Company (as defined in the Incentive Plan).

The Option shall expire on November 2, 2017, subject to earlier expiration due to certain termination events as described in Section 2(b) of the Option Agreement.

Notwithstanding any of the foregoing, the unvested portion of the Option, if any, shall be forfeited without consideration if Mr. Austrian resigns or his employment as CEO is terminated by the Company with good cause, in either case, prior to the Successor CEO Event or, thereafter, in the event of (A) Mr. Austrian's resignation as a member of the Board or (B) upon the occurrence of a Director Good Cause Event (each a "Forfeiture Event").

Under the Agreement, the term “good cause” shall mean: Mr. Austrian’s conviction of a felony or willful malfeasance or gross negligence in discharging his duties under the Agreement, resulting in material harm to the Company; and “Director Good Cause Event” shall mean: Mr. Austrian’s conviction of a felony or willful malfeasance or gross negligence in discharging his duties as a member of the Board, resulting in material harm to the Company. Under the Agreement, “good cause” or the occurrence of a Director Good Cause Event: (i) shall be established only by a vote of 75% or more of the members of the Board (other than Mr. Austrian), (ii) shall specify the nature of such “good cause” or Director Good Cause Event, (iii) include a determination that Mr. Austrian has engaged in the conduct constituting good cause or the Director Good Cause Event and, (iv) in the case of good cause, shall direct that Mr. Austrian’s employment shall be terminated for good cause.

The Agreement may be terminated by either party with sixty (60) days notice to the other, and will terminate immediately upon Mr. Austrian’s death or upon termination of his employment by the Company for good cause.

Prior to his appointment as interim Chair and CEO, Mr. Austrian served as the Company’s Lead Director, Chair of the Corporate Governance and Nominating Committee, and as a member of the Finance Committee since March 2006. During his service as interim Chair and CEO, Mr. Austrian will step down as Lead Director and his service on all standing committees of the Board and any committees requiring director independence will be suspended, but he will continue to serve as a member of the Board and will be allowed to attend any and all meetings of the Board’s committees in his capacity as CEO. During his service as interim Chair and CEO, Mr. Austrian will not receive the cash compensation portion of the Company’s annual retainer for its Board members; however, he will remain eligible to participate in the equity portion of the annual retainer.

The foregoing description of the terms of the Agreement and Option Agreement is qualified in its entirety by reference to the actual agreements which are attached hereto as Exhibit 10.1 and Exhibit 10.2 and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No.	Description
10.1	Letter Agreement between Office Depot, Inc. and Neil R. Austrian dated November 2, 2010.
10.2	Form of Non-Qualified Stock Option Award Agreement between Office Depot, Inc. and Neil R. Austrian dated November 2, 2010.

November 2, 2010

Mr. Neil R. Austrian
Office Depot, Inc.
6600 Military Trail
Mail Code: C532
Boca Raton FL 33496

Dear Neil:

This letter, when signed by each of us shall constitute the agreement ("Agreement") between Office Depot, Inc. (the "Company") and yourself ("Executive") with regard to your serving as the interim Chairman and Chief Executive Officer of the Company during the period from November 1, 2010 (the "Commencement Date") through the arrival of a new, permanent Chief Executive Officer for the Company. This period is referred to herein as the "Engagement."

Engagement: Executive has agreed to serve, at the unanimous request of the non-management Directors of the Board of Directors of the Company (the "Board"), as the interim Chairman and Chief Executive Officer ("CEO") of the Company during the Engagement. During the Engagement, Executive shall devote substantially his full working time, and his best efforts to performing the duties of CEO of the Company.

During the Engagement, Executive shall have the normal duties, responsibilities and authority attendant to the position of CEO of the Company, subject to the power of the Board to expand or limit such duties, responsibilities and authority from time to time.

Executive shall be allowed to serve as a director of any company or entity of which he is currently a director, including any non-profit organization (including trade, civic, educational or charitable organizations). With the prior written approval of the Board, Executive also shall be allowed to serve as a director of any corporation which is not competing with the Company or any of its Subsidiaries in the office product and office supply industry, so long as such duties do not materially interfere with the performance of Executive's duties or responsibilities hereunder.

Executive shall perform Executive's duties and responsibilities under this Agreement to the best of Executive's abilities in a diligent, trustworthy, businesslike and efficient manner.

Either party may terminate the Engagement at any time upon not less than sixty (60) days' notice to the other, and the Engagement shall immediately terminate upon Executive's death or upon termination of the Engagement by the Company for "good cause" (as defined below). Upon any such termination of the Engagement, the Company shall be obligated to pay Executive only at the monthly rate of compensation referred to below for the number of months during Executive actually renders services to the Company pursuant to this Agreement, subject to Executive's rights with respect to the Option described below.

Cash Compensation: The Company shall pay to Executive for performing his duties hereunder, cash compensation of \$200,000 per month, accruing from and after October 25, 2010. Except as otherwise provided herein, Executive's cash compensation shall be payable in regular installments in accordance with the Company's general payroll practices and shall be subject to customary withholding for income taxes, FICA and similar items.

Incentive Compensation, Stock Option Award: As further compensation to Executive for accepting the position of CEO during the Engagement, as of, or as soon as practicable following, the Commencement Date (the "Grant Date") Executive shall be granted an option (the "Option") to purchase 400,000 shares of common stock of the Company pursuant to and subject to the terms of the Company's 2007 Long-Term Incentive Plan (the "Incentive Plan") with an exercise price per share of Company common stock equal to the Fair Market Value (as defined in the Incentive Plan) per share of Company common stock as of the date of grant and with such other customary terms as determined by the Committee (as defined in the Incentive Plan) and as set forth in the award agreement evidencing the Option. The Option shall be immediately vested with respect to one third ($\frac{1}{3}$) of the shares initially subject thereto on the Grant Date and shall thereafter vest with respect to one third ($\frac{1}{3}$) of the shares initially subject thereto on each of the first and second anniversaries of the Commencement Date (each a "Scheduled Vesting Date"), subject to Executive's continued service as of the Scheduled Vesting Date (i) as CEO through the date of commencement of employment of a successor CEO of the Company (the "Successor CEO Event") and (ii) from and after the occurrence of the Successor CEO Event, as a member of the Board.

Notwithstanding the forgoing, subject to the occurrence of a Forfeiture Event (as described below):

(i) if Executive continues to be employed as CEO through the Successor CEO Event, then as of the date of the Successor CEO Event the Option shall be deemed to be vested (to the extent not previously vested) with respect to 50% of the shares initially subject thereto and the then remaining unvested shares covered by the Option shall, subject to Executive's continued services as a member of the Board, become vested (to the extent not previously vested) on the first anniversary of the Successor CEO Event; and

(ii) the Option, to the extent not previously forfeited by Executive pursuant to a Forfeiture Event and not previously vested, shall become 100% vested upon the occurrence of any of the following events:

(x) prior to the occurrence of a Successor CEO Event, (A) Executive's termination of employment as CEO of the Company for any reason other than Executive's resignation or termination by the Company for good cause or (B) Executive has not been re-elected to the Board, despite having offered himself as a candidate for re-election to the Board.

(y) following the occurrence of a Successor CEO Event, Executive's death or Executive has not been re-elected to the Board, despite having offered himself as a candidate for re-election to the Board (other than following the occurrence of a Director Good Cause Event (as defined below))

Notwithstanding the foregoing, the unvested portion of the Option, if any, shall be forfeited without consideration in the event of Executive's resignation or termination of employment as CEO by the Company with good cause, in either case, prior to the Successor CEO Event or, thereafter, in the event of (A) Executive's resignation as a member of the Board or (B) the occurrence of a Director Good Cause Event (each a "Forfeiture Event").

Good cause (or the occurrence of a Director Good Cause Event) shall be established only by a vote of 75% or more of the members of the Board (other than Executive) and shall specify the nature of such “good cause” or Director Good Cause Event, include a determination that Executive has engaged in the conduct constituting good cause or the Director Good Cause Event and, in the case of good cause, shall direct that Executive’s employment shall be terminated for good cause. As used herein, the term “good cause” shall mean: Executive’s conviction of a felony or willful malfeasance or gross negligence in discharging Executive’s duties under this Agreement, resulting in material harm to the Company and “Director Good Cause Event” shall mean: Executive’s conviction of a felony or willful malfeasance or gross negligence in discharging Executive’s duties as a member of the Board, resulting in material harm to the Company.

Benefits; Health & Welfare Plans: Executive shall not participate in any benefit plans of the Company; provided, however, that Executive shall continue to participate in the Company’s equity incentive plans in his capacity as a member of the Board, to the same extent as he has been participating, and to the same extent as other members of the Board may participate from time to time.

Business Expenses: The Company shall reimburse Executive for all reasonable expenses incurred by Executive in the course of performing Executive’s duties under this Agreement that are consistent with the Company’s policies in effect from time to time with respect to travel, entertainment and other business expenses. Reimbursement shall be subject to the Company’s customary requirements imposed upon executive level employees, with respect to reporting and documentation of such expenses.

Confidential Information: Executive acknowledges that the information, observations and data obtained by Executive while employed by the Company concerning the business or affairs of the Company or any subsidiary or affiliate of the Company (“Confidential Information”) is the property of the Company. Therefore, Executive agrees that Executive shall not disclose to any unauthorized person or use for Executive’s own purposes any Confidential Information without the prior written consent of the Board, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Executive’s acts or omissions. Executive shall deliver to the Company at the termination of the Engagement, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and copies thereof) in any form or medium relating to the Confidential Information, or the business of the Company or any subsidiary or affiliate of the Company that Executive may then possess or have under Executive’s control.

Suspension of Committee Memberships: During the Engagement, Executive shall continue to serve as a member of the Board, subject to the requirement that he stand for re-election at each Annual Meeting of Shareholders of the Company. During the Engagement, Executive’s membership on all standing committees of the Board committees and any committees requiring director independence shall be suspended. However, in his capacity as CEO, he shall be allowed to attend any and all meetings of Board committees *ex officio*.

Miscellaneous Provisions:

- a) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- b) Complete Agreement. This Agreement constitutes the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
- c) Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- d) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive, the Company and their respective heirs, successors and permitted assigns, except that Executive may not assign Executive's rights or delegate Executive's obligations hereunder without the prior written consent of the Company.
- e) Assignment by the Company. This Agreement shall not be assignable by the Company except to a successor of the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, which successor shall be required to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.
- f) Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement hereto shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
- g) Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

- h) Withholding Taxes and Section 409A. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. It is intended, and this Agreement will be so construed, that any amounts payable under this Agreement and the Company's and Executive's exercise of authority or discretion hereunder shall either be exempt from or comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), so as not to subject Executive to the payment of interest and/or any tax penalty that may be imposed under Section 409A of the Code. If at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Code and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code). Executive acknowledges and agrees that the Company has made no representation to Executive as to the tax treatment of the compensation and benefits provided pursuant to this Agreement and that Executive is solely responsible for all taxes due with respect to such compensation and benefits.

Neil, if you will please countersign a copy of this Agreement, it will constitute the terms of your Engagement as interim Chairman and CEO of the Company upon the terms herein.

Sincerely,

/s/ Marsha J. Evans

Marsha J. Evans

**Chairman, Compensation
Committee
Office Depot, Inc.**

This Agreement is agreed to:

/s/ Neil R. Austrian

Neil R. Austrian

Date: November 2, 2010

Office DEPOT.

FORM OF NON-QUALIFIED STOCK OPTION AWARD

November 2, 2010

Mr. Neil R. Austrian
c/o Office Depot, Inc.
6600 North Military Trail
Mail Code: C532
Boca Raton, Florida 33496

Mr. Austrian,

We are pleased to advise you that the Board of Directors (the "Board") of Office Depot, Inc. (the "Company") has approved a non-qualified stock option award for you pursuant to the Office Depot, Inc. 2007 Long-Term Incentive Plan (the "Plan"), which shall be granted to you on November 2, 2010 (the "Grant Date"). This stock option award (your "Award") relates to shares of the Company's common stock ("Common Stock"). Capitalized terms used but not defined in this award letter (the "Award Letter") have the meanings given to them in the Plan. This Award is subject to federal and local law and the requirements of the New York Stock Exchange.

1. Option

Your option (the "Option") to purchase 400,000 shares of the Company's Common Stock ("Option Shares") will be granted at an option price per share equal to the Fair Market Value (as defined in the Plan) of the Company's Common Stock on the Grant Date, which shall be payable upon exercise. Your Option will expire at the close of business on November 2, 2017 (the "Expiration Date"), subject to earlier expiration as provided in paragraph 2 below. Your Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Code.

2. Vesting and Exercise

As permitted under Section 10.1 of the Plan, the following vesting and exercise provisions shall apply to the Option. If any inconsistencies arise with respect to the vesting and exercise periods of the Option, the applicable provisions of this Award Letter shall control.

- a. Vesting – Your Option will vest and become exercisable as follows. On each of the Grant Date and the first and second anniversaries of the Grant Date (each a “Scheduled Vesting Date”), one-third ($\frac{1}{3}$) of your Option Shares (rounded up to the next highest whole number of Option Shares, as necessary) will vest and become exercisable provided that you are continuously employed by, or in the service of, the Company from the Grant Date until each such Scheduled Vesting Date as follows: (i) employed as interim Chief Executive Officer (“CEO”) through the date of commencement of employment of a successor CEO of the Company (the “Successor CEO Event”), and (ii) from and after the occurrence of the Successor CEO Event, serving as a member of the Board of the Company. Notwithstanding the foregoing, subject to the occurrence of a Forfeiture Event (as defined below):
- (i) if you continue to be employed as CEO through the Successor CEO Event, then as of the date of the Successor CEO Event, the Option shall be deemed to be vested (to the extent not previously vested) and exercisable with respect to 50% of the Option Shares and the then remaining unvested shares covered by the Option shall, subject to your continued services as a member of the Board of the Company, become vested (to the extent not previously vested) and exercisable on the first anniversary of the Successor CEO Event; and
 - (ii) the Option, to the extent not previously forfeited by you pursuant to a Forfeiture Event and not previously vested, shall become 100% vested and exercisable in full upon the occurrence of any of the following events:
 - (x) prior to the occurrence of a Successor CEO Event, (A) your termination of employment as CEO of the Company for any reason other than your resignation or termination by the Company for Good Cause (as defined below), or (B) you have not been re-elected to the Board of the Company, despite having offered yourself as a candidate for re-election to the Board of the Company; and
 - (y) following the occurrence of a Successor CEO Event, your death, your cessation of services as a director upon becoming Disabled (as defined in paragraph 2(b)(i)), or you have not been re-elected to the Board of the Company, despite having offered yourself as a candidate for re-election to the Board of the Company (other than following the occurrence of a Director Good Cause Event (as defined below)).

In addition, your Option shall be vested and exercisable in full immediately prior to the date of any “Change in Control” of the Company, as such term is defined in the Plan or as it may be otherwise defined by the Compensation Committee of the Board (the “Compensation Committee”) from time to time; provided that, you have not previously forfeited such Option in connection with a Forfeiture Event.

Notwithstanding the foregoing, the unvested portion of the Option, if any, shall be forfeited and immediately cancelled without consideration in the event of your resignation or termination of employment as CEO by the Company for Good Cause, in either case, prior to the Successor CEO Event or, thereafter, in the event of: (A) your resignation as a member of the Board of the Company, or (B) the occurrence of a Director Good Cause Event (each a “Forfeiture Event”).

Good Cause (or the occurrence of a Director Good Cause Event) shall be established only by a vote of 75% or more of the members of the Board of the Company (other than you) and shall specify the nature of such “Good Cause” or Director Good Cause Event, include a determination that you have engaged in the conduct constituting Good Cause or the Director Good Cause Event and, in the case of Good Cause, shall direct that your employment shall be terminated for Good Cause. As used herein, the term “Good Cause” shall mean: your conviction of a felony or willful malfeasance or gross negligence in discharging your duties under your letter of agreement with the Company to become interim Chairman and CEO, resulting in material harm to the Company and “Director Good Cause Event” shall mean: your conviction of a felony or willful malfeasance or gross negligence in discharging your duties as a member of the Board of the Company, resulting in material harm to the Company.

b. Exercise Periods - The following exercise rules will apply:

- i) Death or Disability. If: (A) prior to a CEO Successor Event, you terminate employment with the Company due to death or Disability, or (B) following a CEO Successor Event, your services as a member of the Board of the Company cease due to death or Disability, your Option will be exercisable by you (in the case of Disability) or your beneficiary, surviving spouse, or estate, as applicable (in the case of death), at any time until, and will automatically be forfeited and cancelled upon, the earlier of: (a) the date which is 24 months after the later of: (i) your date of death or Disability, as applicable, or (ii) the date you cease to be a member of the Board of the Company, if different; or (b) the Expiration Date.

If you die, your Option will be exercisable by your estate or any person who acquired such Option by bequest or inheritance within such time frame.

For this purpose, you will be considered “Disabled” if the plan administrator for the Company’s long-term disability program determines that your condition satisfies the requirements to be “Disabled” under the Company’s long-term disability program regardless of whether you are eligible to participate in such program. The effective date of your Disabled status will be the later of the date on which such determination is made or the date as of which you are determined to be Disabled. Your Disabled status must become effective under the preceding sentence prior to the date on which the Option would otherwise cease to be exercisable to be recognized under this Award Letter. This definition of “Disability” applies in lieu of the definition set out in the Plan.

- ii) Termination of Employment or Cessation of Board Member Services (other than for Death, Disability, Good Cause, or Director Good Cause Event). If: (A) you voluntarily terminate employment with the Company (other than for death or Disability), (B) you are involuntarily terminated by the Company without Good Cause, or (C) following a Successor CEO Event, you resign as a member of the Board of the Company (other than for death or Disability) or you have not been re-elected to the Board of the Company, despite having offered yourself as a candidate for re-election to the Board of the Company (other than following the occurrence of a Director Good Cause Event), to the extent your Option is vested upon your date of termination, or becomes vested following your date of termination, under Paragraph 2(a) above, your vested Option Shares will be exercisable at any time until, and will automatically be forfeited and cancelled upon, the earlier of: (a) the date which is 18 months after the later of: your date of termination of employment, or the date you cease to be a member of the Board of the Company; or (b) the Expiration Date.
- iii) Termination of Employment for Good Cause; Director Good Cause Event. If: (A) prior to a Successor CEO Event, your employment with the Company is terminated for Good Cause, or (B) after a Successor CEO Event, a Director Good Cause Event occurs, then your Option, whether or not previously vested and exercisable, shall be immediately forfeited and cancelled without consideration.

3. Expiration of Option

In no event shall any part of your Option be exercisable after the Expiration Date.

4. Procedure for Exercise

You may exercise all or a portion of the Option (to the extent vested) pursuant to the exercise procedures specified by the Company from time to time in Plan documentation distributed to the participants and then remitting payment of the aggregate option price for the Option Shares being purchased pursuant to the prospectus of the Plan.

5. Transferability of Award

Except as provided below, this Award: (a) is personal to you and, during your lifetime, may be exercised only by you or your guardian or legal representative; and (b) may not be sold, pledged, assigned or transferred in any manner, other than in the case of your death to your beneficiary as determined pursuant to procedures prescribed by the Committee for this purpose or by will or the laws of descent and distribution, and any such purported sale, pledge, assignment or transfer shall be void and of no effect. However, subject to applicable procedures, you may transfer your Option to an immediate family member (i.e., your spouse, child or grandchild), a trust for the benefit of such immediate family members during your lifetime, or a partnership whose only partners are such immediate family members. The transferee shall remain subject to all terms and conditions applicable to the Option prior to the transfer.

6. Conformity with Plan

Except as provided otherwise herein, your Award is intended to conform in all respects with, and is subject to, all applicable provisions of the Plan which is incorporated herein by reference. Inconsistencies between this Award Letter and the Plan shall be resolved in accordance with the terms of the Plan except as expressly provided otherwise in this Award Letter. The Committee reserves its rights to amend or terminate the Plan at any time without your consent; provided, however, that this Option shall not, without your written consent, be adversely affected thereby (except to the extent the Committee reasonably determines that such amendment or termination is necessary or appropriate to comply with applicable law or the rules or regulations of any stock exchange on which the Company's stock is listed or quoted). All interpretations and determinations of the Committee or its delegate shall be final, binding and conclusive upon you and your legal representatives and any recipient of a transfer of the Option permitted by this Award Letter with respect to any question arising hereunder or under the Plan or otherwise, including guidelines, policies or regulations which govern administration of the Plan. By executing and returning the enclosed copy of this Award Letter, you agree to be bound by all of the terms of the Plan, and you acknowledge availability and accessibility of the Plan document, the Plan prospectus, and either the Company's latest annual report to shareholders or annual report on Form 10-K on the Plan and/or Company websites. You understand that you may request paper copies of the foregoing documents by contacting the Company's Executive Compensation Manager.

7. Securities Laws

It is anticipated that the issuance of Option Shares to you upon exercise of your Award will be registered under the Securities Act of 1933, as amended (the "Securities Act"). In the event such issuance is not so registered however (or if such issuance would violate any other applicable federal or state securities law or rule), the Award may not be exercised until such time as the issuance is so registered, or, upon the advice of counsel to the Company, such issuance is exempt from registration under the Securities Act and any other applicable federal or state securities law or rule. Unless the Option Shares have been registered under all applicable laws, you shall represent, warrant and agree, as a condition to the exercise of the Award, that the Option Shares are being purchased for investment only and without a view to any sale or distribution of such Option Shares, and that such Option Shares shall not be transferred or disposed of in any manner without registration under such laws, unless it is the opinion of counsel for the Company that such a disposition is exempt from such registration. You acknowledge that an appropriate legend giving notice of the foregoing restrictions may appear conspicuously on all certificates evidencing the Option Shares issued upon the exercise of the Award.

8. Employment and Successors

Nothing in the Plan or your Award shall serve to modify or amend any employment agreement you may have with the Company or to interfere with or limit in any way the right of the Company to terminate your employment at any time, or confer upon you any right to continue in the employ of the Company or any Subsidiary for any period of time or to continue your present or any other rate of compensation subject to the terms of any employment agreement you may have with the Company. The grant of your Award shall not give you any right to any additional awards under the Plan or any other compensation plan the Company has adopted or may adopt. The agreements contained in this Award Letter shall be binding upon and inure to the benefit of any successor of the Company and any person to whom the Option may be transferred as provided in this Award Letter.

9. Withholding

The Company may withhold, or require you to remit to the Company, an amount sufficient to satisfy any withholding or other tax due under any federal, state, local, or foreign tax law with respect to any shares issuable pursuant to your Award, and the Committee may defer such issuance unless indemnified to its satisfaction.

10. Amendment

The Committee may amend this Award Letter by a writing that specifically states that it is amending this Award Letter, so long as a copy of such amendment is delivered to you, provided that no such amendment shall adversely affect in a material way your rights hereunder without your written consent (except to the extent the Committee reasonably determines that such amendment or termination is necessary or appropriate to comply with applicable law or the rules or regulations of any stock exchange on which the Company's stock is listed or quoted). Without limiting the foregoing, the Committee reserves the right to change, by written notice to you, the provisions of the Award or this Award Letter in any way it may deem necessary or advisable to carry out the purpose of the grant of the Award as a result of any change in applicable law or regulation or any future law, regulation, ruling, or judicial decisions, provided that any such change shall be applicable only to that portion of an Award that is then subject to restrictions as provided herein.

11. Notices

Any notice to be given under the terms of this Award Letter to the Company shall be addressed to the Company as follows:

Office Depot, Inc.
c/o Vice President, Global Compensation, Benefits and HRIM
6600 North Military Trail
Boca Raton, FL 33496

Any notice to be given under the terms of this Award Letter to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this section, either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

12. Severability

If all or any part of this Award Letter or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Award Letter or the Plan not declared to be unlawful or invalid. Any section of this Award Letter (or part of such a section) so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such section or part of a section to the fullest extent possible while remaining lawful and valid.

13. Entire Agreement

This Award Letter contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter herein. By executing and returning the enclosed copy of this Award Letter, you accept the Award in full satisfaction of any and all obligations of the Company to grant equity compensation awards to you as of the date hereof.

14. Governing Law

This Award Letter will be governed by and enforced in accordance with the laws of the State of Florida, without giving effect to its conflicts of laws rules of the principles of the choice of law.

15. No Rights as Shareholder

You shall have no rights as a holder of Company Common Stock with respect to the Option Shares, unless and to the extent that you exercise the Option provided hereunder, and the Option Shares are registered in your name as owner.

16. Venue

Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Award Letter may be brought against you or the Company only in the courts of the State of Florida or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Florida, West Palm Beach Division; and you and the Company consent to the jurisdiction of such courts in any such action or proceeding and waive any objection to venue laid therein.

Please execute the enclosed copy of this Award Letter and return it to the Company's Executive Compensation Manager at the address below to confirm your understanding and acknowledgment of the terms contained in this Award Letter:

Office Depot, Inc.
c/o Matt VonDette
Executive Compensation Manager
6600 North Military Trail
Boca Raton, FL 33496

* * * * *

Very truly yours,

OFFICE DEPOT, INC.

By: _____
Daisy Vanderlinde
EVP, Human Resources

Enclosure: Copy of Non-Qualified Stock Option Award Letter for return to Company

Acceptance of Non-Qualified Stock Option Award Letter:

Signature: _____

Name: Neil R. Austrian

Date: _____