

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

QUADIANT, INC.
(hereinafter referred to as “VENDOR”),
having its principal place of business at
478 Wheelers Farms Rd.
Milford, CT 06461

WHEREAS, SBBC and VENDOR entered into an Agreement dated March 03, 2020 (hereafter “Agreement”); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement;
and

WHEREAS, VENDOR desires to substitute the NEOPOST USA, INC to QUADIANT, INC. as a name change only, and will honor and agree to the terms of the State Contract #44102100-17-1, which SBBC is piggybacking under bid ID FY20-188 for Mail Processing Equipment and Supplies; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter “Amendment”); and

WHEREAS, The State Contract has been amended to reflect this name change of the awarded vendor, as documented in Attachment A.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change.** NEOPOST USA, INC. shall be replaced with QUADIENT, INC., by interlineation, within the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; **then**
- b) the State Contract Agreement #44102100-17-1

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR: VENDOR

(Corporate Seal)

QUADIENT, INC.

ATTEST:

[Signature]
Kirk Shankle, Secretary

By [Signature]
Signature

Printed Name: Kevin O'Connor

Title: Vice President, US Marketing

-or-

Witness

Witness

STATE OF Connecticut

COUNTY OF Fairfield

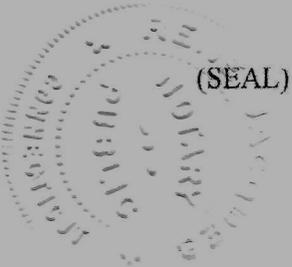
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this August 4th, 2020 (date) by Kevin O'Connor (name of officer or agent, title of officer or agent) of Quadiant, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who did / did not first take an oath this 4th day of August, 2020.

My Commission Expires **RENE JACQUES**
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2023

[Signature]
Signature - Notary Public

René Jacques
Printed Name of Notary

Notary's Commission No.





4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

AMENDMENT NO.: 1
State Term Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

This Amendment No. 1 ("Amendment") to State Term Contract No. 44102100-17-1, Mail Processing Equipment ("Contract"), is entered into between the State of Florida, Department of Management Services ("Department"), and Neopost USA, Inc. ("Contractor"), who are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

Recitals

WHEREAS, the Department entered into the Contract with the Contractor for the provision of mail processing equipment, effective February 20, 2017;

WHEREAS, the Contractor, by an amendment to its Certificate of Incorporation, changed its name from Neopost USA, Inc., to Quadient, Inc., and filed the appropriate documentation with the Florida Department of State, Division of Corporations, on March 27, 2020;

WHEREAS, the Contract may be amended by mutual written agreement, as provided in Subsection 6.10 of Exhibit A, General Contract Conditions, to the Contract; and

WHEREAS, this Amendment reflects the modification of the Contractor's name.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

- I. **Contractor.** Following the effective date of this Amendment, the term "Contractor" as used in the Contract, and any purchase orders issued pursuant to the Contract, shall refer to Quadient, Inc. Quadient, Inc., agrees to be bound by and fully perform all obligations, duties, and responsibilities under the Contract and to abide by all terms and conditions specified in the Contract, including the assumption of all related debts, claims, and liabilities.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.
- III. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- IV. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. **Effective Date.** The effective date of this Amendment shall be the date of the final signature to this Amendment.

State of Florida:
Department of Management Services

Contractor:
Quadient, Inc.

DocuSigned by:
Cliff Mlson
By: _____
C5E23B844FB045B...
Name: Kosalyn Ingram
Title: Director of State Purchasing
Date: <Insert Date> 4/29/2020 | 1:28 PM EDT

DocuSigned by:
Kevin O'Connor 4/28/2020
By: _____
705BE3D66ACC45E...
Name: Kevin O'Connor
Title: VP US Marketing
Date: <Insert Date>