

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549-----
FORM S-8REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

OFFICE DEPOT, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	59-2663954
(State or other jurisdiction	(I.R.S. Employer
of incorporation or organization)	Identification Number)

2200 OLD GERMANTOWN ROAD, DELRAY BEACH, FLORIDA 33445
(Address of principal executive offices)OFFICE DEPOT, INC. AMENDED DIRECTORS STOCK OPTION PLAN
(Full title of the plan)MR. BARRY J. GOLDSTEIN
OFFICE DEPOT, INC.
2200 OLD GERMANTOWN ROAD
DELRAY BEACH, FLORIDA 33445
(407) 278-4800(Name, address, including zip code, and telephone number, including
area code, of agent for service)

COPIES TO:

Toni B. Merrick, Esq.
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(2)
Common Stock, \$.01 par value per share	150,000	\$31.31	\$4,696,500	\$1,619.48

(1) 337,500 shares of the registrant's Common Stock issued or to be issued pursuant to the plan, formerly known as the Office Depot, Inc. Amended Directors Stock Option Plan, were previously registered on Form S-8 based on a total number of 75,000 shares registered as of April 18, 1991; adjustment for a two-for-one stock split on May 22, 1992; adjustment for a three-for-two stock split on June 4, 1993; and adjustment for a three-for-two stock split on June 17, 1994.

(2) This calculation is made solely for the purpose of determining the amount of the registration fee and is made pursuant to Rule 457(h) based upon the average of the high and low sales prices of the registrant's Common Stock as reported on the New York Stock Exchange on September 14, 1995.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. INCORPORATION BY REFERENCE

This Registration Statement relates to 150,000 shares of Common Stock, \$.01 par value (the "Common Stock"), of Office Depot, Inc. (the "Company") to be offered pursuant to the Office Depot, Inc. Amended Directors Stock Option Plan (the "Plan"). The following registration statement on Form S-8 has previously been filed with the Securities Exchange Commission for shares of the Company's Common Stock issued or to be issued pursuant to the Plan and its contents are incorporated herein by reference:

Registration No. 33-40058 covering 75,000 shares

In addition to the documents incorporated by reference to the foregoing, the documents below are incorporated by reference in this Registration Statement except to the extent that any statement or information therein is modified, superseded or replaced by a statement or information contained in any other subsequently filed document incorporated by reference.

1. Annual Report on Form 10-K for the Fiscal Year ended December 31, 1994.
2. Amendment to Registration Statement on Form S-3 filed August 11, 1995
3. All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since the end of the fiscal period covered by the Registrant document referred to in (1) above.
4. All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference in this Registration Statement and shall be a part hereof from the date of filing of such documents.

Item 4. DESCRIPTION OF SECURITIES

Not applicable.

Item 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

Item 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Office Depot is incorporated under the laws of the State of Delaware. Section 145 of the General Corporation Law of the State of Delaware ("Section 145") provides that a Delaware corporation may indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal. A Delaware corporation may indemnify any persons who were or are parties, or are threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

The Company has included in its Restated Certificate of Incorporation and bylaws provisions to indemnify its directors and officers to the fullest extent permitted by the Delaware law, including in circumstances in which indemnification is otherwise discretionary under the Delaware law.

Section 102 of the General Corporation Law of the State of Delaware ("GCL") allows a corporation to eliminate the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except in cases where the director breached its duty of loyalty, failed to act in good faith, engaged

in intentional misconduct or a knowing violation of law, authorized the unlawful payment of a dividend or approved an unlawful stock redemption or repurchase or obtained an improper personal benefit. Office Depot's Restated Certificate of Incorporation and bylaws contain provisions which eliminate directors' personal liability as set forth above.

Item 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

Item 8. EXHIBITS

See "Index to Exhibits."

Item 9. UNDERTAKINGS

1. The undersigned Registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrants' annual reports pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of the Plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

2. The undersigned Registrants hereby undertake (a) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; (b) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (c) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

3. Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore,

unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of their respective counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the filing requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Delray Beach, State of Florida on September 18, 1995.

OFFICE DEPOT, INC.

By: /s/ David I. Fuente

David I. Fuente
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on September 18, 1995.

Signature

Capacity

/s/ David I. Fuente

David I. Fuente

Chairman of the Board and Chief Executive Officer (Principal Executive Officer)

/s/ Barry J. Goldstein

Barry J. Goldstein

Chief Financial Officer and Executive Vice President-Finance (Principal Financial Officer)

/s/ Mark D. Begelman

Mark D. Begelman

Director

/s/ Denis Defforey

Denis Defforey

Director

/s/ W. Scott Hedrick

W. Scott Hedrick

Director

/s/ John B. Mumford

John B. Mumford

Director

/s/ Michael J. Myers

Michael J. Myers

Director

/s/ Peter J. Solomon

Peter J. Solomon

Director

/s/ Alan L. Wurtzel

Alan L. Wurtzel

Director

/s/ Cynthia C. Turk

Cynthia C. Turk

Director

INDEX TO EXHIBITS

EXHIBIT NO. -----	DESCRIPTION OF EXHIBIT -----	SEQUENTIALLY NUMBERED PAGE* -----
4.1	Amended Directors Stock Option Plan effective February 1994	
5.1	Opinion of Kirkland & Ellis	
23.1	Consent of Deloitte & Touche LLP	
23.2	Consent of Kirkland & Ellis (contained in their opinion filed as Item 5.1)	

EXHIBIT 4.1

OFFICE DEPOT, INC.

AMENDED DIRECTORS STOCK OPTION PLAN

1. Plan. Options to purchase shares of the Company's Common Stock shall be granted to directors of the Company who are not otherwise employees of the Company or its subsidiaries pursuant to the terms of this Plan.

2. Limitation on Aggregate Shares. The number of shares of Common Stock with respect to which options may be granted under this Plan and which may be issued upon the exercise thereof shall not exceed, in the aggregate, 325,000 shares; provided, however, that if any options granted under this Plan expire unexercised or unpaid or are cancelled, terminated or forfeited in any manner without the issuance of Common Stock thereunder, the shares with respect to which such options were granted shall be available under this Plan. Such shares of Common Stock may be either authorized and unissued shares, treasury shares or a combination thereof, as the Committee shall determine.

3. Options. Options granted under this Plan shall be subject to such terms and conditions and evidenced by agreements in such form as shall be determined from time to time by the Committee and shall in any event be subject to the terms and conditions set forth below and in paragraph 4:

(a) Grant of Options. Options to purchase 7,500 shares of Common Stock shall be granted to each director of the Company who is not otherwise an employee of the Company or its subsidiaries once each year on the date of the annual meeting of the Company's stockholders.

(b) Option Price. The option price per share of Common Stock shall be 100% of the fair market value of a share of Common Stock on the date of grant.

(c) Term of Options. Each option shall be exercisable for ten years after the date of grant.

(d) Exercise of Option. Options shall be exercised by written notice to the Company (to the attention of the Corporate Secretary) accompanied by payment in full of the option price. Payment of the option price may be made, at the discretion of the optionee, (i) in cash (including check, bank draft or money order), (ii) by delivery of Common Stock (valued at the fair market value thereof on the date of exercise) or (iii) by delivery of a combination of cash and Common Stock; provided, however, that the

Committee may, in any instance, in order to prevent any possible violation of law, require the option price to be paid in cash; and provided, further, that the right to deliver Common Stock in payment of the option price may be limited or denied in any option agreement.

4. Additional Provisions.

(a) Conditions and Limitations on Exercise. No option shall be exercisable earlier than one year after the date of grant, except as otherwise provided in paragraph 4(f). Each option shall be exercisable with respect to one-third of the shares of Common Stock subject to such option commencing on the first, second and third anniversaries of the date of grant.

(b) Termination of Term of Directorship. Any option shall be exercisable only during the holder's term as a director of the Company, except that an option may be exercisable for a period of up to three months after the death of a holder while a director of the Company (i) only to the extent that the holder was entitled to exercise on the date of death and (ii) only to the extent that the option would not have expired had the holder continued to be a director of the Company.

(c) Listing, Registration, and Compliance with Laws and Regulations. Each option shall be subject to the requirement that if at any time the Committee shall determine, in its discretion, that the listing, registration or qualification of the shares subject to the option upon any securities exchange or under any state or federal securities or other law or regulation, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to or in connection with the granting of such option or the issuance or purchase of shares thereunder, no such option may be exercised or paid in Common Stock, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee. The holder of such option will supply the Company with such certificates, representations and information as the Company shall request and shall otherwise cooperate with the Company in obtaining such listing, registration, qualification, consent or approval. The Committee may at any time impose any limitations upon the exercise of an option or the sale of the Common Stock issued upon exercise of an option that, in the Committee's discretion, are necessary or desirable in order to comply with such Section 16(b) of the Exchange Act and the rules and regulations thereunder.

(d) Nontransferability of Options. Options may not be transferred other than by will or the laws of descent and

distribution or pursuant to a qualified domestic relations order, as defined by Section 1 et seq. of the Code, Title I of ERISA or the rules thereunder, and, during the lifetime of the person to whom they are granted, may be exercised only by such person (or his guardian or legal representative).

(e) Adjustment for Change in Common Stock. In order to prevent the dilution or enlargement of rights under options, in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation or other change in the Common Stock, appropriate changes shall be made in the number and type of shares or other consideration represented by options outstanding under this Plan and the prices specified therein.

(f) Sale of the Company. In the event of a merger of the Company with or into another corporation constituting a change of control, a sale of all or substantially all of the Company's assets or a sale of a majority of the Company's outstanding voting securities (a "Sale of the Company"), the options may be assumed by the successor corporation or a parent of such successor corporation or substantially equivalent options may be substituted by the successor corporation or a parent of such successor corporation, and if the successor corporation does not assume the options or substitute options, then the options shall become immediately exercisable and such options shall terminate if not exercised as of the date of the Sale of the Company or other prescribed period of time.

(g) Liquidation or Dissolution. In the event of the liquidation or dissolution of the Company, options shall terminate immediately prior to the liquidation or dissolution.

(h) Taxes. The Company shall be entitled, if necessary or desirable, to withhold (or secure payment from the Plan participant in lieu of withholding) the amount of any withholding or other tax due from the Company with respect to any shares issuable under this Plan, and the Company may defer such issuance unless indemnified to its satisfaction.

5. Administration. This Plan shall be administered by the Committee. The Committee shall consist of two or more directors designated by the Board of Directors who shall meet the eligibility conditions provided in Rule 16b-3(b)(2) of the Exchange Act (as such rule may be amended from time to time).

The Committee shall have full power to construe and interpret this Plan and options granted hereunder, to establish and amend rules for its administration and to correct any defect or

omission and to reconcile any inconsistency in this Plan or in any option granted hereunder to the extent the Committee deems desirable to carry this Plan or any option granted hereunder into effect.

The Committee may act by a majority of a quorum present at a meeting or by an instrument executed by all of its members. All actions taken and decisions made by the Committee pursuant to this Plan shall be binding and conclusive on all persons interested in this Plan.

6. Definitions. "The Code" means the Internal Revenue Code of 1986, as amended. "Committee" means the Option Plan Administration Committee of the Company's Board of Directors. "Common Stock" means shares of the Company's Common Stock, \$.01 par value, or such other shares as are substituted pursuant to paragraph 4(e) or (f). "The Company" means Office Depot, Inc. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended. "Exchange Act" means the Securities Exchange Act of 1934, as amended. The "fair market value" of the Common Stock on any given date means (a) the mean between the highest and lowest reported sale prices on the New York Stock Exchange--Composite Transactions Table (or, if not so reported, on any domestic stock exchanges on which the Common Stock is then listed); or (b) if the Common Stock is not listed on any domestic stock exchange, the closing sale price or mean between the closing high bid and low asked prices as reported by the National Association of Securities Dealers Automated Quotation System (or, if not so reported, by the system then regarded as the most reliable source of such quotations); or (c) if the Common Stock is listed on a domestic exchange or quoted in the domestic over-the-counter market, but there are no reported sales or quotations, as the case may be, on the given date, the value determined pursuant to (a) or (b) using the reported sale prices or quotations on the last previous date on which so reported; or (d) if none of the foregoing clauses apply, the fair value as determined in good faith by the Committee. "Subsidiary" means any corporation in which the Company owns, directly or indirectly, stock possessing 50% or more of the total combined voting power.

7. Termination and Amendment. At any time the Committee may suspend or terminate this Plan and make such additions or amendments as it deems advisable; provided, that such additions or amendments are made in compliance with Rule 16b-3 of the Exchange Act (as such rule may be amended from time to time); and provided, further, that paragraphs 3 and 4(a) and (b) shall not be amended more than once every six months (other than to comply with the Code or ERISA). No options shall be granted hereunder after March 4, 2001.

EXHIBIT 5.1

To Call Writer Direct
312 861-2000

September 15, 1995

Office Depot, Inc.
2200 Old Germantown Road
Delray Beach, FL 33445

Ladies and Gentlemen:

We have acted as counsel to you (the "Company") in connection with the preparation of a Registration Statement on Form S-8 (the "Registration Statement") pertaining to the registration under the Securities Act of 1933 of an offering of up to 150,000 shares of the Company's Common Stock, \$0.01 par value (the "Registered Shares") pursuant to the Office Depot, Inc. Amended Directors Stock Option Plan (the "Plan").

Subject to the limitations stated in this letter, it is our opinion that Registered Shares issued by the Company upon exercise of any option duly authorized and granted under the Plan will upon such delivery and receipt by the Company of all consideration owed to the Company under the terms of that option and the Plan be validly issued, fully paid and nonassessable.

We have relied without independent investigation upon an assurance from the Company's Secretary that the number of shares which the Company is authorized to issue in its Certificate of Incorporation exceeds the number of shares outstanding and the number of shares which the Company is obligated to issue (or had otherwise reserved for issuance) for any purposes other than issuance in connection with options granted under the Plan by at least the number of shares which may be issued in connection with the Plan, and we have assumed that such condition will remain true at all future times relevant to this opinion. We have assumed that the Company will cause certificates representing Registered Shares issued in the future to be properly executed and delivered and will take all other actions appropriate for the issuance of such shares. We express no opinion regarding any shares reacquired by the Company after initial issuance. Our opinion does not cover any law other than the Delaware Corporation Law.

Office Depot, Inc.
September 15, 1995
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We do not find it necessary for the purposes of this opinion, and accordingly do not purport to cover herein, the application of securities of "Blue Sky" laws of the various states to the offer or sale of the Registered Shares.

We consent to the filing of this letter as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Sincerely yours,

/s/ Kirkland & Ellis

KIRKLAND & ELLIS

EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Office Depot, Inc. on Form S-8 of our reports dated February 14, 1995, appearing in and incorporated by reference in the Annual Report on Form 10-K of Office Depot, Inc. for the year ended December 31, 1994.

Deloitte & Touche LLP
Fort Lauderdale, Florida

September 20, 1995