UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report:	**February 16, 2010**
Date of earliest event reported:	**February 11, 2010**

OFFICEMAX INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	**1-5057**	**82-0100960**
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

263 Shuman Blvd.
Naperville, Illinois 60563
(Address of principal executive offices) (Zip Code)

(630) 438-7800
(Registrant's telephone number, including area code)

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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

<u>Planned 2011 Retirement For CEO Sam Duncan</u>

On February 11, 2010, Mr. Duncan announced that he will retire as the OfficeMax Incorporated (the "Company") Chairman and CEO in 2011. The Company press release is attached as Exhibit 99.1 to this Report on Form 8-K and is incorporated herein by reference.

In connection with his retirement, Mr. Duncan entered into a Transition and Retirement Agreement with the Company dated February 11, 2010 (the "Retirement Agreement"). The Retirement Agreement states that Mr. Duncan will resign from his positions as President and CEO on a date designated by the Board of Directors, which will not be later than February 28, 2011 (the "Transition Date"). In the event that a new President and CEO is hired prior to February 28, 2011, it is possible that Mr. Duncan will continue as a special advisor to the Company until the transition is complete, at which time he will resign from the Company (the "Separation Date"). Mr. Duncan also agrees to resign from the Board at its request on or after the Transition Date. Until the Separation Date, Mr. Duncan will receive his 2009 base salary and will continue to participate in the Company's employee benefit plans. Mr. Duncan will receive his 2009 short-term incentive program bonus and will be eligible to receive a cash bonus under the 2010 annual short-term incentive program (on a pro-rata basis if the Separation Date occurs prior to December 31, 2010) as described in the section immediately below. Mr. Duncan agrees that he will not be eligible for a 2011 short-term incentive program award or any additional long-term incentive awards. Mr. Duncan's outstanding option and restricted stock unit ("RSU") awards will continue to vest in the ordinary course in accordance with their terms until the Separation Date. Upon the Separation Date, all unvested stock options will vest and become exercisable. Notwithstanding the terms of Mr. Duncan's 2009 option agreement, Mr. Duncan will be entitled to exercise each option granted in 2009 until February 12, 2016. Also upon the Separation Date, all unvested RSUs will vest as follows: RSUs subject only to time vesting will immediately vest, RSUs granted in 2009 with a vesting date of 2/12/11 will vest based on the actual 2009 Adjusted EBIT attained by the Company, and RSUs granted in 2009 with a vesting date of 2/12/12 will vest at target (notwithstanding a greater or lesser level of performance achieved by the Company). If Mr. Duncan were to voluntarily terminate his employment with the Company prior to the Separation Date, other than upon death, he would not be entitled to the treatment of his stock options and RSUs that arise as a result of the Transition and Retirement Agreement.

The Transition and Retirement Agreement is filed as Exhibit 99.2 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Transition and Retirement Agreement.

2010 Annual Short-Term Incentive Program and Award Agreement

On February 11, 2010, the Executive Compensation Committee (the "ECC") of the Board of Directors of the Company approved the 2010 Annual Short-Term Incentive Program and the form of the 2010 Annual Incentive Award Agreement. Annual incentive awards for 2010 will be granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan"). Under

the program, officers and other eligible associates ("Participants") are awarded cash bonus opportunities equal to a percentage of their base salaries.

As a condition of payment of the award, both the Company's 2010 net income from continuing operations available to common shareholders (excluding special items ("Special Items") included in Company earnings releases in 2010 ("Net Income")), must be positive and the Company must achieve a minimum earnings from continuing operations before interest and taxes ("EBIT") threshold for 2010.

If the two threshold requirements described above are met, the amount of award actually earned depends on achievement of three performance metrics during 2010. The three metrics are weighted equally. To align with the strategic direction of the Company, the ECC chose to use (i) the Company's 2010 EBIT; (ii) the ratio of the Company's operating profit to gross sales or revenues less returns, allowances, rebates, and coupons ("Net Sales") for 2010 ("Return on Sales"); and (iii) the percentage change in overall Net Sales for the Company for 2010, adjusted for store closures, store openings, business acquisitions, business divestitures, changes in fiscal periods, and excluding the impact of foreign exchange rates ("Same Location Sales Growth"). If the Company's 2010 financial performance equals or exceeds the minimum target for any of the metrics, Participants will receive a payout based upon the level of performance against the metrics. The minimum payout to a Participant would be 25% of his or her target award and the maximum payout would be 225% of his or her target award. To receive an award, Participants must be employed by the Company by September 30, 2010, must be employed by the Company at the time of award payment (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement), and must not be performing at an unsatisfactory performance level. In the event of a change in control, as defined in the award agreement, the vesting of the award may accelerate under certain circumstances described in the agreement.

Annual incentive targets were approved for our executive officers in the following amounts based upon the salary grades, or as contractually required, for our named executive officers: Sam Duncan, 100%; Bruce Besanko 55%, Sam Martin, 70%; Deborah O'Connor, 45% and Ryan Vero, 55%.

Mr. Duncan's 2010 Annual Incentive Award Agreement is identical to the agreements of the other executive officers, except that it provides for the pro rata payment of an award if Mr. Duncan's employment is terminated by the Company prior to December 31, 2010, if awards are paid under the program. This is intended to implement the terms of the Transition and Retirement Agreement, described above.

The form of 2010 Annual Incentive Award Agreement and the form of Mr. Duncan's Annual Incentive Award Agreement are filed as Exhibit 99.3 to this Report on Form 8-K and are incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the 2010 Annual Incentive Award Agreement and Mr. Duncan's Annual Incentive Award Agreement.

2010 Long-Term Incentive Program and Award Agreements

One portion of the compensation to be paid to the Company's officers for fiscal year 2010 is an equity grant issued under the 2010 Long-Term Incentive Program. On February 11, 2010, the ECC approved the 2010 Long-Term Incentive Program and the forms of the 2010 Restricted Stock Unit Award Agreement - Performance Based (the "Performance Based RSU Award

Agreement") and the 2010 Nonqualified Stock Option Award Agreement (the "Option Agreement"). For 2010, each officer will receive an award that is comprised 40% of performance based RSUs and 60% of options. All officers in a certain salary grade will receive an award with an identical value.

Target long-term incentive awards were approved in the following aggregate values for the executive officers of the Company: Bruce Besanko, $556,349; Sam Martin, $1,001,326; Deb O'Connor, $201,204 and Ryan Vero, $556,349. As described above, as a result of his planned retirement, Mr. Duncan voluntarily reduced his 2010 long-term incentive grant to zero.

Performance-Based RSUs

Forty percent of the long-term incentive award for each officer will consist of performance-based RSUs. In order for any portion of the RSUs to vest, the sum of the Company's 2010 and 2011 Net Income must be positive and the sum of the Company's 2010 and 2011 EBIT must equal a threshold value. Subject to these conditions, one half of the award will vest on February 11, 2012. The amount of the award that vests will depend upon achievement of a 2010 EBIT minimum target, with the amount of the award that vests ranging from 50% to 150% of the target award. The remaining half of the award will vest on February 11, 2013, also subject to the conditions described above. The amount of the award that vests will depend upon achievement of a 2011 EBIT minimum target, with the amount of the award that vests ranging from 50% to 150% of the target award. Awards are paid in shares of Company common stock.

Target awards of performance based RSUs were approved in the following amounts for the following executive officers of the Company: Bruce Besanko, 15,326 RSUs, Sam Martin, 27,585 RSUs; Deb O'Connor, 5,543 RSUs and Ryan Vero, 15,326 RSUs. The number of RSUs was determined based on the salary grade midpoint of each officer. The closing price of Company common stock on February 11, 2010 was $14.52.

The form of the award agreement provides that officers must be employed by the Company in order for the units to vest (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement). RSUs may not be sold or transferred prior to vesting. In addition, recipients of the RSUs do not receive dividends and do not have voting rights until the RSUs vest. In the event of a change in control, as defined in the award agreement, the vesting of the RSUs may accelerate under certain circumstances described in the agreement. The award agreement includes a non-solicitation and non-compete clause that states that, beginning on the award date and ending one year after terminating employment with the Company, the officer will not (i) employ or solicit for employment any person who is, or was within six months prior to the officer's termination date, an employee of the Company or (ii) commence employment or consult (in a substantially similar capacity to any position held with the Company and with responsibility over the same geographic areas over which an officer had responsibility during the last 12 months of employment) with any competitor engaged in the sale or distribution of products, or in the provision of services, in competition with the products sold or distributed or services provided by the Company.

The form of 2010 Restricted Stock Unit Award Agreement - Performance Based is filed as Exhibit 99.4 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the award agreement.

Options

Sixty percent of the long-term incentive award for officers will consist of an option to purchase shares of our common stock. The exercise price of the options will be $14.52, the closing price of our common stock on February 11, 2010. One third of each option will vest on each anniversary of the grant date for those officers who are employed with the Company on the vest date and each option will expire in seven years.

Target option awards were approved in the following amounts for the following executive officers of the Company: Bruce Besanko, option to purchase 48,914 shares; Sam Martin, option to purchase 88,036 shares; Deb O'Connor, option to purchase 17,690 shares; and Ryan Vero, option to purchase 48,914 shares. The number of shares underlying the option grant was determined based on the salary grade midpoint of each officer.

Pursuant to the terms of the option agreement, if an officer terminates employment with the Company prior to the third anniversary of the grant date, any unvested options will be forfeited and, if an officer is terminated for disciplinary reason, as defined in our severance policy, the option, including any vested portion, will immediately be cancelled. The option, to the extent vested, must be exercised on or before the earliest of the seventh anniversary of the grant date, one year after an officer terminates employment as a result of retirement, death, or disability and three months after termination for any other reason. The exercise price may be paid through cashless exercise, transfer of existing stock, or cash. In the event of a change in control, as defined in the option agreement, the vesting of the options may accelerate under certain circumstances described in the agreement. The award agreement includes a non-solicitation and non-compete clause that states that, beginning on the award date and ending one year after terminating employment with the Company, the officer will not (i) employ or solicit for employment any person who is, or was within six months prior to the officer's termination date, an employee of the Company or (ii) commence employment or consult (in a substantially similar capacity to any position held with the Company and with responsibility over the same geographic areas over which an officer had responsibility during the last 12 months of employment) with any competitor engaged in the sale or distribution of products, or in the provision of services, in competition with the products sold or distributed or services provided by the Company.

The form of 2010 Nonqualified Stock Option Award Agreement is filed as Exhibit 99.5 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the option agreement.

Officer Annual Physical Program and Officer Financial Counseling Program

Officers with the title of senior vice president and above and certain elected officers participate in the Officer Annual Physical Program under which, we pay the costs of an annual physical exam. The costs of the exam are treated as taxable income to the officer in the applicable tax year. On February 11, 2010, the ECC voted to amend the program to end the practice of grossing the income up.

On February 11, 2010, the ECC voted to reinstate the Financial Counseling Program available to officers of the company with the title of senior vice president or higher and selected elected officers. Under this program, eligible officers are reimbursed for financial counseling

services up to an aggregate of $5,000 annually. The reimbursement is treated as taxable income to the officer in the applicable tax year, but, under the reinstated program, will not be grossed-up.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 99.1	OfficeMax Incorporated Press Release dated February 11, 2010
Exhibit 99.2	Transition and Retirement Agreement between Mr. Duncan and the Company dated February 11, 2010
Exhibit 99.3	Form of 2010 Annual Incentive Award Agreement and form of Annual Incentive Award Agreement to be issued to Mr. Duncan
Exhibit 99.4	Form of 2010 Restricted Stock Unit Award Agreement (Performance Based)
Exhibit 99.5	Form of 2010 Nonqualified Stock Option Award Agreement

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 16, 2010

OFFICEMAX INCORPORATED

By: /s/ Matthew R. Broad
Matthew R. Broad
Executive Vice President and General Counsel

EXHIBIT INDEX

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Exhibit 99.5	Form of 2010 Nonqualified Stock Option Award Agreement

OfficeMax
263 Shuman Blvd
Naperville, IL 60563

News Release

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OfficeMax Announces Sam Duncan, Chairman and CEO, Will Retire in 2011

NAPERVILLE, Ill., February 11, 2010 — OfficeMax® Incorporated (NYSE: OMX), a leader in office products and services, today announced that Sam Duncan will retire from his position as Chairman and Chief Executive Officer and as a member of the Board of Directors on February 28, 2011. The Board will begin a nationwide search for a new CEO and will consider both internal and external candidates. To ensure a smooth transition, Mr. Duncan will continue in his role as Chairman and CEO until the new CEO is in place.

Mr. Duncan has led the company since 2005. During his tenure, the company has completed a turnaround plan and weathered the financial downturn.

Mr. Duncan commented, “It has been a privilege to lead this wonderful company for the past five years. I am proud of our accomplishments and the initiatives we have put in place and I have great confidence in the company’s future. I thank our associates for their passion, innovation and dedication.”

“The board thanks Sam Duncan for his leadership during his tenure,” said Rakesh Gangwal, lead director. “He has made significant contributions to OfficeMax during his five years as chairman and CEO and is leaving the company with an experienced management team and a legacy of core values important to the success of the company.”

Forward-Looking Statements

Certain statements made in this press release and other written or oral statements made by or on behalf of the company constitute “forward-looking statements” within the meaning of the federal securities laws, including statements regarding the company’s future performance, as well as management’s expectations, beliefs, intentions, plans, estimates or projections relating to the future. Management believes that these forward-looking statements are reasonable. However, the company cannot guarantee that its actual results will be consistent with the forward-looking statements and you should not place undue reliance on them. These statements are based on current expectations and speak only as of the date they are made. The company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of future events, new information or otherwise. Important factors regarding the company that may cause results to differ from expectations

are included in the company’s Annual Report on Form 10-K for the year ended December 27, 2008, under Item 1A “Risk Factors”, and in the company’s other filings with the SEC.

About OfficeMax

OfficeMax Incorporated (NYSE: OMX) is a leader in both business-to-business office products solutions and retail office products. The OfficeMax mission is simple. We help our customers do their best work. The company provides office supplies and paper, in-store print and document services through OfficeMax ImPress®, technology products and solutions, and furniture to consumers and to large, medium and small businesses. OfficeMax customers are served by over 30,000 associates through direct sales, catalogs, e-commerce and more than 1,000 stores. To find the nearest OfficeMax, call 1-877-OFFICEMAX. For more information, visit www.officemax.com.

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TRANSITION AND RETIREMENT AGREEMENT

TRANSITION AND RETIREMENT AGREEMENT (this "Agreement") made and entered into by and between OfficeMax Incorporated (the "Company") and Sam Duncan (the "Executive"), dated as of February 11, 2010.

WHEREAS, the Executive has been employed as Chief Executive Officer and President of the Company and has served as a member of the Company's Board of Directors pursuant to a written agreement originally dated April 14, 2005 (as amended, the "Employment Agreement"); and

WHEREAS, the Executive has been Chairman of the Board of Directors since June 30, 2005; and

WHEREAS, the Executive has determined that he wishes to retire from the Company; and

WHEREAS, the Executive and the Company wish to set forth the terms and conditions under which the Executive will serve during the Company's transition to a new Chief Executive Officer and President;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

1. **Dates**.

(a) For purposes of this Agreement, the "Transition Date" shall be such date, not later than February 28, 2011, as shall be designated by the Board of Directors of the Company (the "Board") by notice to the Executive.

(b) For purposes of this Agreement, the "Separation Date" shall be February 28, 2011 or such earlier date as the Executive's employment with the Company terminates due to Executive's death or termination by the Company for any reason. If the Transition Date does not occur prior to the Separation Date, then references herein to the Transition Date shall be deemed to be references to the Separation Date, where the context so requires.

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2. **Resignation**. The Executive hereby agrees to resign (a) his position as Chief Executive Officer and President of the Company, effective as of the Transition Date and (b) his employment with the Company, effective as of the Separation Date. The Executive further agrees that he will resign from the Board upon the formal request of the Board at any time on or following the Transition Date.

3. **Continuation Period**. The period from the date hereof through the Transition Date shall be referred to as the "Continuation Period". During the Continuation Period, the Executive shall continue to serve as the Company's Chief Executive Officer and President and as Chairman of the Board, and shall have such duties and responsibilities as provided in Section 2 of the Employment Agreement.

4. **Transition Period**.

(a) The period (if any) from the Transition Date through the Separation Date shall be referred to as the "Transition Period." During the Transition Period, the Executive shall continue as a Company employee as a special advisor.

(b) During the Transition Period, in his capacity as special advisor the Executive may be assigned such projects and tasks as are reasonably related to, and consistent with his former position as, Chief Executive Officer and President of the Company.

5. **Compensation and Benefits Through the Separation Date**.

(a) From the date hereof through the Separation Date, the Company shall continue to pay the Executive his base salary at the rate in effect immediately prior to the date hereof at the rate of $1,030,000 per year (the "Base Salary"), payable in accordance with the normal payroll practices of the Company. The Base Salary shall not be reduced during the period from the date hereof through the Separation Date.

(b) From the date hereof through the Separation Date, the Executive shall be entitled to continue to participate in any and all employee benefit plans of the Company in which he was participating immediately prior to the date hereof in accordance with their terms as in effect from time to time.

(c) The Executive shall be paid an annual bonus with respect to 2009 determined in accordance with the terms of the Company's 2009 short-term incentive plan. Such annual bonus will be paid at the time bonus awards with respect to 2009 are paid to the Company's other executive officers, but in no event later than March 15, 2010.

(d) The Executive shall be paid an annual bonus with respect to 2010 determined in accordance with the terms of the Company's 2010 short-term incentive plan, if a payout is due pursuant to the plan, which amount shall be pro-rated, if necessary, in accordance with the terms of the plan, if the Separation Date occurs prior to

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December 31, 2010.

(e) The Executive agrees that, notwithstanding the provisions of Section 3(b) and 3(e) of the Employment Agreement, he will not be entitled to an annual bonus with respect to 2011 and will not, following the date hereof, receive any additional equity award grants from the Company.

(f) Until the Transition Date, the Executive shall retain his current office location in the Company's offices and shall maintain the same level of administrative support and services as are being provided as of the date hereof. Between the Transition Date and the Separation Date, the Executive shall be provided an office and a level of administrative support and services comparable to the level being provided as of the date hereof.

6. **Stock Options**.

(a) Attached hereto as Exhibit A is a schedule of all outstanding stock options previously granted to the Executive by the Company as of the date hereof (the "Stock Options"). From the date hereof through the Separation Date, the Stock Options shall continue to vest in accordance with the governing terms of the applicable stock plan and/or the option agreement or other award documentation governing such Stock Options.

(b) Notwithstanding any provision of the Employment Agreement or any stock plan or agreement evidencing a Stock Option, upon the Separation Date (and immediately prior to the termination of the Executive's employment) each Stock Option shall, to the extent not theretofore vested, become fully vested and exercisable.

(c) Following the Separation Date, the Executive shall be entitled to exercise each Stock Option, in whole or in part, until the "Option Expiration Date" set forth in Appendix A with respect to such Stock Option (subject to the Executive's compliance with the Restrictive Covenants (as defined below) set forth in the Agreement evidencing such Stock Option, in accordance with their terms).

7. **Restricted Stock Units**.

(a) Attached hereto as Exhibit B is a schedule of all outstanding and unvested restricted stock unit awards previously granted to the Executive by the Company as of the date hereof (the "Stock Awards"). From the date hereof through the Separation Date, the Stock Awards shall continue to vest in accordance with the governing terms of the applicable stock plan and/or the award documentation governing such Stock Award.

(b) Notwithstanding any provision of the Employment Agreement or any stock plan or agreement evidencing a Stock Award, if the Separation Date shall occur prior to February 20, 2011, the Stock Awards identified as "Time Vesting RSUs" on Exhibit B shall become fully vested and the Company shall deliver shares to the Executive in respect of such Time Vesting RSU on the date which is six months and one

day following the Separation Date.

(c) Notwithstanding any provision of the Employment Agreement or any stock plan or agreement evidencing a Stock Award, the Stock Awards identified as "Performance Vesting RSUs" shall vest as follows, notwithstanding the occurrence of the Separation Date:

(i) with respect to the portion of the Performance Vesting RSU scheduled to vest on February 12, 2011, such portion shall vest on February 12, 2011 (and shall be paid out within 10 days thereof) based on the actual "2009 Adjusted EBIT" attained by the Company and as set forth in the award agreement; and

(ii) with respect to the portion of the Performance Vesting RSU scheduled to vest on February 12, 2012, such portion shall vest on February 12, 2012 (and shall be paid out within 10 days thereof) assuming achievement of the "Target" level of "2010 Adjusted EBIT" (and notwithstanding a greater or lesser level of actual achievement by the Company).

Stock Options and Stock Awards shall continue to be subject to the terms of the 2003 OfficeMax Incentive and Performance Plan, including Section 3.4 of such plan.

8. **Final Salary and Paid Time Off; Other Benefits**. On the first regular Company payday immediately following the Separation Date, the Executive shall receive payment with respect to any earned and unpaid salary and accrued vacation, determined in accordance with Company policy. Following the Separation Date, the Executive shall be provided any benefits to which he is entitled under the benefit plans and programs of the Company in accordance with the terms of such plans and programs, including the Executive's benefits under Section 3(i) of the Employment Agreement (entitled "Supplemental Pension Benefit"). The Executive shall be entitled to elect continuation coverage pursuant to COBRA following the Separation Date in accordance with the Company's ordinary COBRA election procedures, which will be provided to him as soon as practicable following the Separation Date.

9. **Non-Competition**. The Executive agrees that the covenants set forth in Section 8 of the Employment Agreement and the non-competition and non-solicitation covenants set forth in the Executive's Stock Option and Stock Award agreements (collectively, the "Restrictive Covenants") shall continue to apply in accordance with their terms until and following the Separation Date and agrees to comply with such covenants.

10. **Withholding**. All payments made by the Company to the Executive under this Agreement shall be subject to applicable tax withholding.

11. **Consultation with Attorney; Voluntary Agreement**. The Executive understands and agrees that Executive has the right and has been given the opportunity to review this Agreement with an attorney. Executive represents that he has read this Agreement, including the General Release set forth in Section 11 and understand its terms and that Executive enters into this Agreement freely, voluntarily, and without coercion.

12. **Miscellaneous**.

(a) Except as modified hereby, the Employment Agreement shall remain in effect in accordance with its terms; provided, however, that (i) the provisions of Section 4 of the Employment Agreement shall not apply, it being understood that the terms of this Agreement set forth the parties' final agreement with respect to the termination of the Executive's employment with and service to the Company and the obligations of the parties in connection with such termination and (ii) the Term of the Employment Agreement shall end upon the Separation Date. For the avoidance of doubt, the Executive will not be entitled to terminate his employment with the Company for Good Reason under the Employment Agreement and further agrees that the treatment of Stock Options and Stock Awards provided under Section 6 and 7 of this Agreement are conditioned upon the Executive's continued employment with the Company until the Separation Date (as determined by the Company) and that any voluntary termination of employment by the Executive prior to the Separation Date shall result in the forfeiture by the Executive of his rights to such treatment of the Stock Options and Stock Awards. The Company agrees that any termination of the Executive's employment by the Company or due to the Executive's death shall result in a "Separation Date" for purposes of this Agreement. The Company shall require any successor to agree to fully comply with and fulfill the Company's obligations under this Agreement.

(b) This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and the authorized designee of the Board. The captions and headings in this Agreement are for convenience only.

(c) The Executive agrees to return to the Company, on the Separation Date or immediately thereafter, all files, records, documents, reports, computers, and other property of the Company in his possession or control and he further agrees that he will not keep, transfer or use any copies or excerpts of the foregoing items.

(d) The Executive agrees that during his employment and from and after the Separation Date, he will make himself available to the Company to provide reasonable cooperation and assistance to the Company with respect to areas and matters in which he was involved during his employment, including any threatened or actual litigation concerning the Company, and make himself reasonably available to provide to the Company, if requested, information and counsel relating to ongoing matters of interest to the Company. The Company agrees to reimburse the Executive for the actual out-of-pocket expenses incurred by him as a result of complying with this provision, subject to submission to the Company of documentation substantiating such expenses as the Company may require.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall be deemed to be one and the same instrument.

(f) The Company agrees that the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive.

(g) The Company and the Executive agree that, in the event of a dispute with respect to the provisions of this Agreement, the dispute resolution provisions of Section 9 of the Employment Agreement shall apply, except in instances where the Company seeks relief with respect to a Restrictive Covenant.

(h) In the event that any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without reference to its choice of law rules. The parties hereby consent to submit to the exclusive jurisdiction of the state and federal courts of the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement.

13. **Notices**. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, consigned to a reputable national or international courier service or deposited in the United States mail, postage prepaid, registered or certified, and addressed to the Executive at his last known address on the books of the Company or, in the case of the Company, at the Company's principal place of business, attention of the General Counsel of the Company, or to such other address as either party may specify by notice to the other actually received.

ACCEPTED AND AGREED TO:	**ACCEPTED AND AGREED TO:**
Sam Duncan	**OfficeMax Incorporated**
/s/ Sam Duncan	By: /s/ Matthew R. Broad
2/11/10	2/11/10
Date	**Date**

EXHIBIT A
OUTSTANDING STOCK OPTIONS

Grant Date	Exercise Price	Options Granted	Options Vested	Options Unvested	Options Outstanding	Option Expiration Date

4/18/2005	$	32.66	70,000	70,000	0	70,000	First anniversary of Separation Date
4/18/2005	$	32.66	180,000	144,000	36,000	180,000	First anniversary of Separation Date
2/12/2009	$	4.80	352,900	0	352,900	352,900	February 12, 2016

EXHIBIT B

Time Vesting RSU

Grant Date	RSUs Awarded	RSUs Unvested
4/18/2005	15,000	3,000
4/20/2008	63,210	63,210

Performance Vesting RSU

Grant Date	Unvested Performance RSUs (at target)
2/12/2009	120,000

Exhibit 99.3

FORM OF OFFICEMAX INCORPORATED
2010 Annual Incentive Award Agreement

This potential **Annual Incentive Award** (the "Award") is granted on **February , 2010** (the "Award Date"), by OfficeMax Incorporated (the "Company") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the "Plan"), and the following terms and conditions of this agreement (the "Agreement"):

1. **Terms and Conditions.** The Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control unless this Agreement expressly states that an exception to the Plan is being made.

2. **Definitions.** For purposes of this Award, the following terms shall have the meanings stated below.

2.1. "Award Period" means the Company's fiscal year ending in 2010.

2.2. "Base Salary" means your annual pay rate in effect at the end of the Award Period, (a) including any amounts deferred pursuant to an election under any 401(k) plan, pre-tax premium plan, deferred compensation plan, or flexible spending account sponsored by the Company or any Subsidiary, (b) but excluding any incentive compensation, employee benefit, or other cash benefit paid or provided under any incentive, bonus or employee benefit plan sponsored by the Company or any Subsidiary, and/or any excellence award, gains upon stock option exercises, restricted stock grants or vesting, moving or travel expense reimbursement, imputed income, or tax gross-ups, without regard to whether the payment or gain is taxable income to you.

2.3. "EBIT" means the Company's earnings from continuing operations before interest and taxes for the Award Period, as calculated by the Company in its sole and complete discretion.

2.4. "Net Sales" means the Company's gross sales or revenues less returns, allowances, rebates, and coupons for the Award Period, as calculated by the Company in its sole and complete discretion.

2.5. "Return on Sales" means the ratio of the Company's operating profit to Net Sales, expressed as a percentage, for the Award Period, as calculated by the Company in its sole and complete discretion.

2.6. "Same Location Sales Growth" means the percentage change in overall Net Sales for the Company during the Award Period, adjusted for store closures, store openings, business acquisitions, business divestitures, changes in fiscal periods, and excluding the impact of foreign exchange rates, all as calculated by the Company in its sole and complete discretion.

3. **Target Award.** You are hereby awarded a target Award of % of your Base Salary (referred to herein as your "Target Award") subject to the terms and conditions set forth in the Plan and this Agreement.

4. **Minimum Performance Measurement.** As a condition of payment of the Award, both the Company's net income from continuing operations available to common shareholders excluding special items for the Award Period, as disclosed and discussed in the earnings release, must be positive and the Company must achieve a minimum EBIT threshold of $. If both of the above minimum performance measurements are achieved, you may be eligible to receive up to 225% of your Target Award. The actual amount of your Award will be determined pursuant to and in accordance with paragraph 5.

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5. **Award Calculation.** Your Award will be calculated as follows:

5.1. Based on the Company's EBIT, Return on Sales, and Same Location Sales Growth, as weighted below, a payout amount will be determined using the chart below:

EBIT (in Millions) Weight: 33.34% of Target Award	Return on Sales (percentage) Weight: 33.33% of Target Award	Same Location Sales Growth (percentage) Weight: 33.33% of Target Award	Percentage of Target Award Paid to You*
			225%
			150%
			100%
			50%
			25%
			0%

*** The applicable percentage is separately applied to each weighted performance measurement.**

5.2. *General Terms.*

5.2.1 Payout multiples between the percentages and numbers indicated on the chart above will be calculated using straight-line interpolation, except that no straight-line interpolation shall apply within the EBIT and Return on Sales ranges associated with a 100% of your Target Award payout.

5.2.2 Any Award that is earned will be paid in cash as soon as practicable after the Award Period, but in no event later than March 15 of the year following the year in which the Award Period ended.

5.2.3 If you are on a leave of absence during the Award Period, any Award payable to you shall be prorated based solely on the number of days during the Award Period that you actually worked and were eligible to participate in the Plan divided by the total number of days in the Award Period that you were eligible to participate in the Plan.

5.2.4 No Award shall be paid if you receive a performing rating of "unsatisfactory" and/or "does not live values" under the performance management program for the Award Period.

6. **Effect of Termination of Employment.** If you terminate employment at any time on or after the Award Date and before the Award is paid, your Award will be treated as follows:

6.1. If your termination of employment is a direct result of the sale or permanent closure of any facility or operating unit of the Company or any Subsidiary, or a bona fide curtailment, or a reduction in workforce, as determined by the Company in its sole and complete discretion, and you execute a waiver/release in the form required by the Company, you will receive a pro rata Award, if an Award is paid, based on the number of days during the Award Period that you were employed with the Company and were eligible to participate in the Plan divided by the total number of days in the Award Period that you were eligible to participate in the Plan.

6.2. If your termination of employment is a result of your death or total and permanent disability, as determined by the Company in its sole and complete discretion, you will receive a pro rata Award, if an Award is paid, calculated as provided in paragraph 6.1.

6.3. If your employment is terminated by the Company prior to December 31, 2010, you will receive a pro rata Award, if an Award is paid, calculated, as provided in paragraph 6.1, subject to the other terms herein.

6.4. Unless your termination of employment is a result of your death, as described in paragraph 6.2, or if your employment is terminated by the Company for any reason prior to December 31, 2010, as described in paragraph 6.3, you must be actively employed with the Company for a minimum of 90 days during the Award Period in order to be eligible for any pro rata payment described in this paragraph 6.

6.5. Except as described in paragraphs 5.2.3, 6.1, 6.2, and 6.3, you must be actively employed by the Company or its Subsidiary on the date Awards are paid in order to be eligible to receive payment of an Award. You have no vested interest to the Award prior to the Award actually being paid to you by the Company. If you terminate employment with the Company for any reason other than as described in paragraph 6.1, 6.2, or 6.3, whether your termination is voluntary or involuntary, with or without cause, you will not be eligible to receive payment of any Award for the Award Period.

7. **Right of the Committee.** The Committee reserves the right to reduce or eliminate the Award for any reason, regardless of the amount or level of EBIT, Net Sales, Return on Sales, Same Location Sales Growth, and/or net income from continuing operations available to common shareholders excluding special items, as disclosed and discussed in the earnings release, that is achieved.

8. **Change in Control.** In the event of a Change in Control prior to the end of the Award Period, the continuing entity may continue this Award. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue this Award, this Award shall become immediately fully vested and 100% of your Target Award shall be payable as of the date of such Change in Control. "Change in Control" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before March 15, 2010, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, Compensation Department, 263 Shuman Boulevard, Naperville, Illinois 60563.

OfficeMax Incorporated

Bruce Besanko
Executive Vice President
Chief Financial Officer and
Chief Administrative Officer

Awardee: Sam Duncan (Pers ID)

Signature

Printed Name

Exhibit 99.4

OfficeMax Incorporated
2010 Restricted Stock Unit Award Agreement — Performance Based
Vice Presidents and Above (U.S.)

This **Restricted Stock Unit** Award (the “Award”) is granted on **February 11, 2010** (the “Award Date”), by OfficeMax Incorporated (“OfficeMax”) to **<<insert name>>** (“Awardee” or “you”) pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the “Plan”), and the following terms and conditions of this agreement (the “Agreement”):

1. **Terms and Conditions.** The Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control unless this Agreement expressly states that an exception to the Plan is being made.

2. **Potential Award.** You are hereby awarded a potential grant of **<<insert RSUs>>** Restricted Stock Units (your “Potential RSU Award”) at no cost to you, subject to the terms and conditions, including adjustments, set forth in the Plan and this Agreement.

3. **Minimum Performance Measurement**. As a condition of vesting under paragraph 4, the sum of OfficeMax’s net income from continuing operations available to common shareholders excluding special items for its fiscal years ending in 2010 and 2011, as disclosed and discussed in the earnings release, must be positive. Additionally, the sum of OfficeMax’s EBIT (as defined below) for its fiscal year ending in 2010 (“2010 EBIT”) and for its fiscal year ending in 2011 (“2011 EBIT”) must equal at least $ million (the “EBIT Minimum”), and the Committee must review and approve the 2010 EBIT, 2011 EBIT, and the EBIT Minimum. For purposes of this Agreement, EBIT means OfficeMax’s pre-tax, pre-interest earnings from continuing operations for a fiscal year, as calculated by OfficeMax in its sole and complete discretion.

4. **Vesting and Additional Performance Measurement Adjustments.** Subject to paragraphs 3 and 5, your Potential RSU Award will vest and be adjusted as follows:

   The first half of your Potential RSU Award shall be adjusted based on 2010 EBIT in accordance with the following chart and shall vest on February 11, 2012 if you are actively employed by OfficeMax on that date, and shall be payable as soon as practical thereafter, but not later than March 15, 2013:

2010 EBIT	Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)
	150% (Maximum)
	100% (Target)
	50%
	0%

The second half of your Potential RSU Award shall be adjusted based on 2011 EBIT in accordance with the following chart and shall vest on February 11, 2013 if you are actively employed by OfficeMax on that date, and be payable as soon as practical thereafter, but not later than March 15, 2013:

2011 EBIT	Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)
	150% (Maximum)
	100% (Target)
	50%
	0%

Where 2010 EBIT or 2011 EBIT, as applicable, fall between the numbers shown on the tables above, the Percentage of Potential RSU Award shall be calculated using straight-line interpolation, except that no interpolation shall apply within the 2010 EBIT and/or 2011 EBIT range associated with a Target payout.

5. **Termination of Employment During Vesting Period.** If your employment with OfficeMax terminates at any time on or after the Award Date and before February 11, 2013, your Potential RSU Award (subject to paragraphs 3 and 4, including the adjustments described therein) will both vest (subject to paragraphs 3 and 4) and be payable in accordance with this paragraph 5.

   a. <u>Termination Prior to First Vesting Date</u>. If your termination of employment occurs before **February 11, 2012** and:

      i. you terminate employment as a result of your death or total and permanent disability, as determined by OfficeMax in its sole and complete discretion,
      ii. you are involuntarily terminated in a situation qualifying you for severance payments under an OfficeMax plan, or
      iii. you voluntarily terminate employment and at the time of your termination you are at least age 55 and have completed at least 10 years of employment with OfficeMax,

   then your Potential RSU Award shall vest (subject to paragraphs 3 and 4) on your employment termination date in a pro rata manner as follows:

- A pro rata portion of the unvested Restricted Stock Units relating to the first half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 11, 2012** based on the number of whole months that you were employed with OfficeMax since the Award Date divided by **24** months, plus

- A pro rata portion of the unvested Restricted Stock Units relating to the second half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 11, 2013** based on the number of whole months that you were employed with OfficeMax since the Award Date divided by **36** months.

The vested portion of your Potential RSU Award, as determined above, shall be payable in accordance with the general payment timing provisions of paragraph 4, as applicable.

Any unvested Restricted Stock Units remaining after payout will be forfeited and canceled.

b. Termination Between First and Second Vesting Date. If your termination of employment occurs after **February 11, 2012** but before **February 11, 2013** and:

i. you terminate employment as a result of your death or total and permanent disability, as determined by OfficeMax in its sole and complete discretion,
ii. you are involuntarily terminated in a situation qualifying you for severance payments under an OfficeMax plan, or
iii. you voluntarily terminate employment and at the time of your termination you are at least age 55 and have completed at least 10 years of employment with OfficeMax,

then the number of unvested Restricted Stock Units relating to the second half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 11, 2013** shall vest (subject to paragraphs 3 and 4) on your employment termination date in a pro rata manner based on the number of whole months that you were employed with OfficeMax since the Award Date over **36** months. Such pro rata vested Restricted Stock Units shall be payable not later than March 15, 2013. Any unvested Restricted Stock Units remaining after payout will be forfeited and canceled.

c. Six-Month Minimum Employment and Plan Participation Requirement. Notwithstanding the foregoing, in order to be eligible for the pro rata vesting described in paragraphs 5.a and 5.b., you must be employed with OfficeMax and have been a participant in the Plan for a minimum of six continuous months during fiscal years 2010 and/or 2011.

d. Other Terminations. Upon your voluntary or involuntary termination for any reason not meeting the criteria specified in this paragraph 5, all unvested Restricted Stock Units relating to your Potential RSU Award as of the date of your termination of employment with OfficeMax shall be immediately forfeited and canceled.

e. Payment Upon Termination Due to Death. If your termination occurs as a result of your death, payment with respect to your vested Restricted Stock Units relating to your Potential RSU Award shall be made only to your beneficiary, executor or administrator of your estate or the person or persons to whom the rights to payment of such Restricted Stock Units shall pass by will or the laws of descent and distribution, as determined by OfficeMax in its sole and complete discretion.

6. **Change in Control.** In the event of a Change in Control prior to **February 11, 2013**, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue or replace this Award, or if you experience a “qualifying termination,” all restrictions described in this Agreement will lapse with respect to all unvested Restricted Stock Units relating to your Potential RSU Award at the time of the Change in Control or your qualifying termination (as applicable), all such Restricted Stock Units will vest immediately, and payment of your Potential RSU Award shall be made as soon as practical but in no event later than March 15 of the year following the year in which the Change in Control or “qualifying termination” (as applicable) occurred. “Change in Control” and “qualifying termination” shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

7. **Nontransferability.** The Restricted Stock Units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to vesting. Any attempt to transfer your rights in the awarded Restricted Stock Units prior to vesting will result in the immediate forfeiture and cancellation of such units. Subject to the approval of OfficeMax in its sole and complete discretion, Restricted Stock Units awarded pursuant to this Agreement may be transferable to members of your immediate family and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only stockholders.

8. **Stockholder Rights.** You will not receive dividends or dividend units on the Restricted Stock Units awarded pursuant to this Agreement. With respect to the Restricted Stock Units awarded hereunder, you are not a shareholder and do not have any voting rights until such units vest and shares

are recorded as issued on OfficeMax's official stockholder records.

9. **Share Payment; Code Section 162(m).** Vested Restricted Stock Units relating to your Potential RSU Award will be paid to you in whole shares of Stock. Partial shares, if any, will be paid in cash. Notwithstanding any provision in the Plan or this Agreement to the contrary, if in OfficeMax's good faith determination, some or all of the remuneration attributable to this payment is not deductible by OfficeMax for federal income tax purposes pursuant to Code Section 162(m), then payment of such units will occur on the date OfficeMax anticipates, or should reasonably anticipate, that payment would qualify for deduction under Code Section 162(m).

10. **Tax Withholding.** The amount of shares of Stock to be paid to you will be reduced by that number of shares of Stock having a Fair Market Value equal to the required minimum federal and state withholding amounts triggered by the vesting of your Restricted Stock Units. To the extent a fractional share of Stock is needed to satisfy such tax withholding, the number of shares of Stock withheld will be rounded up to the next whole number. Alternatively, you may elect within 60 calendar days from the Award Date to satisfy such withholding requirements in cash.

11. **Non-Solicitation and Non-Compete.** To the maximum extent allowable under applicable state law, for the period beginning on the Award Date and ending one year following your termination of employment with OfficeMax, you will not (i) directly or indirectly employ, recruit or solicit for employment any person who is (or was within six (6) months prior to your employment termination date) an employee of OfficeMax, an Affiliate or Subsidiary; or (ii) commence Employment with a Competitor in a substantially similar capacity to any position you held with OfficeMax during the last 12 months of your employment with OfficeMax and having the responsibility within the same geographic area(s) for which you had responsibility during the last 12 months of your employment with OfficeMax. If you violate the terms of this paragraph 11 at any time, you will forfeit, as of the first day of any such violation, all right, title and interest to the Restricted Stock Units and any shares of Stock you own in settlement of your Restricted Stock Units on or after such date. OfficeMax shall have the right to issue a stop transfer order and other appropriate instructions to its transfer agent with respect to these Restricted Stock Units, and OfficeMax further will be entitled to reimbursement of any fees and expenses (including attorneys' fees) incurred by or on behalf of OfficeMax in enforcing its rights under this paragraph 11. By accepting this Award, you consent to a deduction from any amounts OfficeMax, an Affiliate or Subsidiary owes to you (including wages or other compensation, fringe benefits, or vacation pay, as well as other amounts owed to you), to the extent of any amounts that you owe to OfficeMax under this paragraph 11. If OfficeMax does not recover by means of set-off the full amount owed to OfficeMax, you agree to pay immediately the unpaid balance to OfficeMax.

a. "Competitor" means any business, foreign or domestic, which is engaged, at any time relevant to the provisions of this Agreement, in the sale or distribution of products, or in the provision of services in competition with the products sold or distributed or services provided by OfficeMax, an Affiliate, Subsidiary, partnership, or joint venture of OfficeMax.

The determination of whether a business is a Competitor shall be made by OfficeMax's General Counsel, in his or her sole and complete discretion.

b. "Employment with a Competitor" means providing significant services as an employee or consultant, or otherwise rendering services of a significant nature for remuneration, to a Competitor, as determined by OfficeMax's General Counsel, in his or her sole and complete discretion.

12. **Use of Personal Data.** By executing this Agreement, you hereby agree freely, and with your full knowledge and consent, to the collection, use, processing and transfer (collectively, the "Use") of certain personal data such as your name, salary, nationality, job title, position evaluation rating along with details of all past awards and current awards outstanding under the Plan (collectively, the "Data"), for the purpose of managing and administering the Plan. You further acknowledge and agree that OfficeMax and/or any of its Affiliates may make Use of the Data amongst themselves and/or any other third parties assisting OfficeMax in the administration and management of the Plan (collectively, the "Data Recipients"). In keeping therewith, you hereby further authorize any Data Recipient, including Data Recipients located in foreign jurisdictions, to continue to make Use of the Data, in electronic or other form, for the purposes of administering and managing the Plan, including without limitation, any necessary Use of such Data as may be required for the subsequent holding of shares on your behalf by a broker or other third party with whom you may elect to deposit any shares acquired through the Plan.

OfficeMax shall, at all times, take all commercially reasonable efforts to ensure that appropriate safety measures shall be in place to ensure the confidentiality of the Data, and that no Use will be made of the Data for any purpose other than the administration and management of the Plan. You may, at any time, review your Data and request necessary amendments to such Data. You may withdraw your consent to Use of the Data herein by notifying OfficeMax in writing at the address specified in paragraph 13; however by withdrawing your consent to use Data, you may affect your eligibility to participate in the Plan.

By executing this Agreement you hereby release and forever discharge OfficeMax from any and all claims, demands, actions, causes of action, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Use of the Data including, without limitation, any and all claims for invasion of privacy, defamation and any other personal, moral and/or property rights.

13. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before March 20, 2009 or the Award will be forfeited. Return your executed Agreement to: Latrice Greyer by mail at OfficeMax, 263 Shuman Boulevard (5E217), Naperville, Illinois 60563 or by fax at 1-630-647-3722.**

OfficeMax Incorporated

Awardee: First Last (Pers ID)

Bruce Besanko
Executive Vice President,
Chief Financial Officer & Chief

Signature: ______________________________

Administrative Officer

Date: ______________________

FORM OF OFFICEMAX INCORPORATED
2010 Annual Incentive Award Agreement

This potential **Annual Incentive Award** (the "Award") is granted on **February 11, 2010** (the "Award Date"), by OfficeMax Incorporated (the "Company") to **FIRST LAST** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the "Plan"), and the following terms and conditions of this agreement (the "Agreement"):

1. **Terms and Conditions.** The Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control unless this Agreement expressly states that an exception to the Plan is being made.

2. **Definitions.** For purposes of this Award, the following terms shall have the meanings stated below.

2.1. "Award Period" means the Company's fiscal year ending in 2010.

2.2. "Base Salary" means your annual pay rate in effect at the end of the Award Period, (a) including any amounts deferred pursuant to an election under any 401(k) plan, pre-tax premium plan, deferred compensation plan, or flexible spending account sponsored by the Company or any Subsidiary, (b) but excluding any incentive compensation, employee benefit, or other cash benefit paid or provided under any incentive, bonus or employee benefit plan sponsored by the Company or any Subsidiary, and/or any excellence award, gains upon stock option exercises, restricted stock grants or vesting, moving or travel expense reimbursement, imputed income, or tax gross-ups, without regard to whether the payment or gain is taxable income to you.

2.3. "EBIT" means the Company's earnings from continuing operations before interest and taxes for the Award Period, as calculated by the Company in its sole and complete discretion.

2.4. "Net Sales" means the Company's gross sales or revenues less returns, allowances, rebates, and coupons for the Award Period, as calculated by the Company in its sole and complete discretion.

2.5. "Return on Sales" means the ratio of the Company's operating profit to Net Sales, expressed as a percentage, for the Award Period, as calculated by the Company in its sole and complete discretion.

2.6. "Same Location Sales Growth" means the percentage change in overall Net Sales for the Company during the Award Period, adjusted for store closures, store openings, business acquisitions, business divestitures, changes in fiscal periods, and excluding the impact of foreign exchange rates, all as calculated by the Company in its sole and complete discretion.

3. **Target Award.** You are hereby awarded a target Award of % of your Base Salary (referred to herein as your "Target Award") subject to the terms and conditions set forth in the Plan and this Agreement.

4. **Minimum Performance Measurement.** As a condition of payment of the Award, both the Company's net income from continuing operations available to common shareholders excluding special items for the Award Period, as disclosed and discussed in the earnings release, must be positive and the Company must achieve a minimum EBIT threshold of $. If both of the above minimum performance measurements are achieved, you may be eligible to receive up to 225% of your Target Award. The actual amount of your Award will be determined pursuant to and in accordance with paragraph 5.

5. **Award Calculation.** Your Award will be calculated as follows:

5.1. Based on the Company's EBIT, Return on Sales, and Same Location Sales Growth, as weighted below, a payout amount will be determined using the chart below:

EBIT (in Millions) Weight: 33.34% of Target Award	**Return on Sales (percentage) Weight: 33.33% of Target Award**	**Same Location Sales Growth (percentage) Weight: 33.33% of Target Award**	**Percentage of Target Award Paid to You***
			225%
			150%
			100%
			50%
			25%
			0%

*** The applicable percentage is separately applied to each weighted performance measurement.**

5.2. *General Terms.*

5.2.1 Payout multiples between the percentages and numbers indicated on the chart above will be calculated using straight-line interpolation, except that no straight-line interpolation shall apply within the EBIT and Return on Sales ranges associated with a 100% of your Target Award payout.

5.2.2 Any Award that is earned will be paid in cash as soon as practicable after the Award Period, but in no event later than March 15 of the year following the year in which the Award Period ended.

5.2.3 If you are on a leave of absence during the Award Period, any Award payable to you shall be prorated based solely on the number of days during the Award Period that you actually worked and were eligible to participate in the Plan divided by the total number of days in the Award Period that you were eligible to participate in the Plan.

5.2.4 You must be employed or newly eligible by September 30 within the Award Period in order to be eligible to participate in the Plan for the Award Period.

5.2.5 No Award shall be paid if you receive a performing rating of “unsatisfactory” and/or “does not live values” under the performance management program for the Award Period.

6. **Effect of Termination of Employment.** If you terminate employment at any time on or after the Award Date and before the Award is paid, your Award will be treated as follows:

6.1. If your termination of employment is a direct result of the sale or permanent closure of any facility or operating unit of the Company or any Subsidiary, or a bona fide curtailment, or a reduction in workforce, as determined by the Company in its sole and complete discretion, and you execute a waiver/release in the form required by the Company, you will receive a pro rata Award, if an Award is paid, based on the number of

days during the Award Period that you were employed with the Company and were eligible to participate in the Plan divided by the total number of days in the Award Period that you were eligible to participate in the Plan.

6.2. If your termination of employment is a result of your death or total and permanent disability, as determined by the Company in its sole and complete discretion, you will receive a pro rata Award, if an Award is paid, calculated as provided in paragraph 6.1.

6.3. If, at the time of your termination, you are at least age 55 and have completed at least 10 years of employment with the Company, as determined by the Company in its sole and complete discretion, you will receive a pro rata Award, if an Award is paid, calculated as provided in paragraph 6.1.

6.4. You must be actively employed with the Company for a minimum of 90 days during the Award Period in order to be eligible for any pro rata payment described in this paragraph 6.

6.5. Except as described in paragraphs 5.2.3, 6.1, 6.2 and 6.3, you must be actively employed by the Company or its Subsidiary on the date Awards are paid in order to be eligible to receive payment of an Award. You have no vested interest to the Award prior to the Award actually being paid to you by the Company. If you terminate employment with the Company for any reason other than as described in paragraph 6.1, 6.2 or 6.3, whether your termination is voluntary or involuntary, with or without cause, you will not be eligible to receive payment of any Award for the Award Period.

7. **Right of the Committee.** The Committee reserves the right to reduce or eliminate the Award for any reason, regardless of the amount or level of EBIT, Net Sales, Return on Sales, Same Location Sales Growth, and/or net income from continuing operations available to common shareholders excluding special items, as disclosed and discussed in the earnings release, that is achieved.

8. **Change in Control.** In the event of a Change in Control prior to the end of the Award Period, the continuing entity may continue this Award. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue this Award, this Award shall become immediately fully vested and 100% of your Target Award shall be payable as of the date of such Change in Control. “Change in Control” shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before March 15, 2010, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, Compensation Department, 263 Shuman Boulevard, Naperville, Illinois 60563.

OfficeMax Incorporated	Awardee: First Last (Pers ID)
Bruce Besanko Executive Vice President Chief Financial Officer and Chief Administrative Officer	______________________ Signature
	______________________ Printed Name

FORM OF OfficeMax Incorporated
2010 Nonqualified Stock Option Award Agreement
Vice Presidents and Above (U.S.)

This **Nonqualified Stock Option** Award (the "Award") is granted on **February 11, 2010** (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to **FIRST LAST** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the "Plan"), and the following terms and conditions of this agreement (the "Agreement"):

1. **Terms and Conditions.** Your Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control unless this Agreement expressly states that an exception to the Plan is being made.

2. **Award.** You are hereby awarded a Nonqualified Stock Option (the "Option") to purchase up to **X,XXX** shares of Stock at a price of **$ XXXX** per share (the "Grant Price"), subject to the terms and conditions of the Plan and this Agreement.

3. **Vesting and Exercisability.** Subject to paragraphs 4 and 5, the Option shall become vested and exercisable as follows:

   (a) On each of the first three anniversaries of the Award Date, if you are then employed with OfficeMax, the Option shall become vested and exercisable with respect to one-third of the shares of Stock subject to the Option. If you terminate employment with OfficeMax for any reason before the third anniversary of the Award Date, any portion of the Option that is not then vested and exercisable pursuant to the preceding sentence will be forfeited upon your termination of employment.

   (b) The Option, to the extent vested, must be exercised on or before the earliest of the following:

      (i) the seventh anniversary of the Award Date;
      (ii) one year after your termination of employment as a result of your retirement (after attaining age 55 and completing at least 10 years of service with OfficeMax), death, or total and permanent disability, as determined by OfficeMax in its sole and complete discretion, provided that you have not, as of the date of the exercise of the Option, violated the provisions of paragraph 8 below;
      (iii) three months after your termination of employment for any other reason.

   Notwithstanding the foregoing, if the Option may not be exercised due to a Black-Out Period within the three business days prior to the normal expiration date of the Option, then the expiration date of the Option shall be extended for a period of 30 days following the end of the Black-Out Period or such longer period as permitted by the Committee.

4. **Termination for Disciplinary Reasons.** The Option shall be canceled immediately (even if the Option had previously vested fully or partially) if you are terminated for "disciplinary reasons," as that term is defined in the Executive Officer Severance Pay Policy (or any successor policy).

5. **Change in Control.** In the event of a Change in Control prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination", the Option shall become fully vested and exercisable immediately upon the Change in Control, or, in the case of your qualifying termination, upon the date of your qualifying termination for a period of one year from your termination date. "Change in Control" and "qualifying

termination" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

6. **Exercise.** You may exercise the Option upon notice and payment of the Grant Price by any of the following methods, unless disallowed by law:

   (a) broker assisted exercise;
   (b) Stock already owned by you;
   (c) cash; or
   (d) such other methods as may be approved from time to time by the Plan administrator.

   You may elect to receive the proceeds of the exercise in either cash or Stock (whole shares only). If the Fair Market Value of a share of Stock on the expiration date of the Option exceeds the exercise price of the Option, the Option will be automatically exercised upon such expiration date.

7. **Tax Withholding.** The amount of shares of Stock to be paid to you will be reduced by that number of shares of Stock having a Fair Market Value equal to the required minimum federal and state withholding amounts triggered by the exercise of your Option, provided that you do not satisfy such withholding requirements in cash or through Stock already owned by you. To the extent a fractional share of Stock is needed to satisfy such tax withholding, the number of shares of Stock withheld will be rounded up to the next whole number.

8. **Non-Solicitation and Non-Compete.** To the maximum extent allowable under applicable state law, for the period beginning on the Award Date and ending one year following your termination of employment with OfficeMax, you will not (i) directly or indirectly employ, recruit or solicit for employment any person who is (or was within six (6) months prior to your employment termination date) an employee of OfficeMax, an Affiliate or Subsidiary; or (ii) commence Employment with a Competitor in a substantially similar capacity to any position you held with OfficeMax during the

last 12 months of your employment with OfficeMax and having the responsibility within the same geographic area(s) for which you had responsibility during the last 12 months of your employment with OfficeMax.

a. "Competitor" means any business, foreign or domestic, which is engaged, at any time relevant to the provisions of this Agreement, in the sale or distribution of products, or in the provision of services in competition with the products sold or distributed or services provided by OfficeMax, an Affiliate, Subsidiary, partnership, or joint venture of OfficeMax. The determination of whether a business is a Competitor shall be made by OfficeMax's General Counsel, in his or her sole and complete discretion.

b. "Employment with a Competitor" means providing significant services as an employee or consultant, or otherwise rendering services of a significant nature for remuneration, to a Competitor, as determined by OfficeMax's General Counsel, in his or her sole and complete discretion.

9. **Use of Personal Data.** By executing this Agreement, you hereby agree freely, and with your full knowledge and consent, to the collection, use, processing and transfer (collectively, the "Use") of certain personal data such as your name, salary, nationality, job title, position evaluation rating along with details of all past awards and current awards outstanding under the Plan (collectively, the "Data"), for the purpose of managing and administering the Plan. You further acknowledge and agree that OfficeMax and/or any of its Affiliates may make Use of the Data amongst themselves and/or any other third parties assisting OfficeMax in the administration and management of the Plan (collectively, the "Data Recipients"). In keeping therewith, you hereby further authorize any Data Recipient, including Data Recipients located in foreign jurisdictions, to continue to make Use of the

Data, in electronic or other form, for the purposes of administering and managing the Plan, including without limitation, any necessary Use of such Data as may be required for the subsequent holding of shares on your behalf by a broker or other third party with whom you may elect to deposit any shares acquired through the Plan.

OfficeMax shall, at all times, take all commercially reasonable efforts to ensure that appropriate safety measures shall be in place to ensure the confidentiality of the Data, and that no Use will be made of the Data for any purpose other than the administration and management of the Plan. You may, at any time, review your Data and request necessary amendments to such Data. You may withdraw your consent to Use of the Data herein by notifying OfficeMax in writing at the address specified in paragraph 10; however by withdrawing your consent to use Data, you may affect your eligibility to participate in the Plan.

By executing this Agreement you hereby release and forever discharge OfficeMax from any and all claims, demands, actions, causes of action, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Use of the Data including, without limitation, any and all claims for invasion of privacy, defamation and any other personal, moral and/or property rights.

10. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before April 20, 2010 or the Award will be forfeited. Return your executed Agreement to: Latrice Greyer by mail at OfficeMax, 263 Shuman Boulevard (5E217), Naperville, Illinois 60563 or by fax at 1-630-647-3722.**

OfficeMax Incorporated	Awardee: First Last (Pers ID)
	Signature: ______________________
Bruce Besanko Executive Vice President, Chief Financial Officer & Chief Administrative Officer	Date: ______________________