

**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: **April 20, 2005**
Date of earliest event reported: **April 14, 2005**

OFFICEMAX INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-5057
(Commission File Number)

82-0100960
(IRS Employer Identification No.)

150 Pierce Road
Itasca, Illinois 60143
(Address of principal executive offices) (Zip Code)

(630) 773-5000
(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01- Entry Into Material Definitive Agreement.

Employment Agreement between OfficeMax Incorporated and Sam Duncan.

On April 14, 2005, OfficeMax Incorporated (the "Company") entered into an Employment Agreement (the "Employment Agreement") with Sam Duncan (the "Executive") to serve as the Company's Chief Executive Officer and President.

This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Employment Agreement, included as Exhibit 10.1 to this filing. Exhibit 10.1 is incorporated by reference into this Item 1.01.

Term. The Employment Agreement provides that the Executive's employment will commence on April 18, 2005 (the "Effective Date") and end on April 17, 2008 (the "Term"). On the last date of the Term, and on each anniversary thereof, the Term shall be automatically extended for an additional one-year period, unless either party provides the other party at least 90 days prior written notice of non-renewal. During the Term, the Executive will be based at the Company's headquarters in Itasca, Illinois.

Base Salary. During the Term, the Executive will receive an annual base salary of \$850,000, payable in accordance with the Company's regular payroll practices for senior executives, subject to periodic review by the Compensation Committee of the Company's Board of Directors (the "Board") for possible increase.

Director. As of the Effective Date, or as soon thereafter as practicable, the Company shall cause the Executive to be elected to the Company's Board, to serve as a member of the class with a term expiring in 2006. Thereafter, while the Executive is employed during the Term, the Company shall cause the Executive to be included in the slate of persons nominated to serve as directors on the Board following the end of each term of the Executive's service as a director.

Bonuses. The Executive will be eligible for the following bonuses:

- **Sign-On Bonus.** If, within 60 days following the Effective Date, the Executive's prior employer rescinds the Executive's 2004 bonus in the amount of \$400,557 (the "2004 Bonus"), the Company will pay the Executive a sign-on bonus in the amount of the 2004 Bonus. If the 2004 Bonus is reinstated, the Executive will repay the sign-on bonus to the Company.
 - **Annual Incentive Award.** During the Term, the Executive will participate in the Company's annual cash incentive compensation plans. Awards under these plans are granted pursuant to the OfficeMax Incentive and Performance Plan (the "OMIPP"). Under these plans, the Executive will be eligible to receive specified percentages of his base salary if targets and performance measures set by the Compensation Committee of the Board are achieved. The Executive's annual target cash incentive shall equal at least 100% of his annual base salary in effect at the beginning of the applicable fiscal year, with a maximum potential award equal to 225% of his annual base salary. The performance measures applicable to the Company's 2005 Annual Incentive Plan are: sales growth, return on sales and EBIT dollars.
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Option Grants.

- **Initial Option Grant.** – As soon as practicable following the Effective Date, the Executive shall be granted a ten-year nonqualified option (the "Initial Option") to purchase 70,000 shares of the Company's common stock. Certain characteristics of the Initial Option are described below under "Nonstatutory Stock Option Award Agreement Relating to Initial Option."
- **Other Option Grant.** – In addition, as soon as practicable following the Effective Date, the Executive shall be granted an additional 10-year nonqualified option (the "Other Option") to purchase 180,000 shares of the Company's common stock. Certain characteristics of the Other Option are described below under "Nonstatutory Stock Option Award Agreement Relating to Other Option."

Restricted Stock Unit Grants.

- **Initial Restricted Stock Units** - As soon as practicable following the Effective Date, the Executive shall be granted an aggregate of 35,000 restricted stock units ("Initial Restricted Stock Units"). Certain characteristics of the Initial Restricted Stock Units are described below under "Restricted Stock Unit Award Agreement Between the Company and Sam Duncan Relating to Initial Restricted Stock Units."
- **Other Restricted Stock Units** – As soon as practicable following the Effective Date, the Executive shall be granted an additional aggregate of 15,000 restricted stock units under the Plan (such units, together with any additional units credited under the Employment Agreement, the "Other Restricted Stock Units"). Certain characteristics of the Other Restricted Stock Units are described below under "Restricted Stock Unit Award Agreement Between the Company and Sam Duncan Relating to Other Restricted Stock Units."

Other Long-Term Incentive Compensation. Commencing with the Company's 2006 fiscal year and annually thereafter while the Executive is employed during the Term, the Company shall grant to the Executive long-term incentive compensation awards (which may consist of equity awards, long-term cash awards or other forms of long-term incentive compensation, and shall have such other terms and conditions, as determined by the Compensation Committee) with a present value (as determined by the Compensation Committee) approximately equal to 350% of the Executive's then-current annual base salary.

Employee Benefits. During the Term, the Executive will be entitled to participate in the Company's retirement plans, its fringe benefit and perquisite programs and welfare benefits plans and programs on the same terms as other senior officers of the Company.

The Executive will receive certain other specific benefits under his Agreement, including:

- **Paid Time Off and Relocation** – The Executive shall be entitled to 5 weeks paid time off per year in accordance with the Company's paid time off policy. The Executive shall also be provided with relocation benefits consistent with the Company's relocation policy, for expenses incurred in connection with the relocation of the Executive and his spouse to the Itasca, Illinois area, including a relocation allowance equal to one month's salary as well as other expenses of relocation.
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- **Change of Control Agreement** – Following the Effective Date, the Executive and the Company shall enter into a change of control agreement (the "Change of Control Agreement") substantially similar to those available to other senior executives. A description of the form of Change in Control Agreement can be found in the Company's Report on Form 8-K dated March 17, 2005 under the heading "Change in Control (Severance) Agreements." The form of Change in Control Agreement was filed as exhibit 10.32 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004. If the Executive's employment is terminated under circumstances entitling him to severance benefits under the Employment Agreement and the Change of Control Agreement, the severance payments due under the Employment Agreement shall be offset by similar payments and benefits provided under the Change of Control Agreement.
- **Supplemental Pension Benefit** – Upon the fifth anniversary of the Effective Date, the Executive (if employed by the Company on such anniversary) shall vest in a supplemental pension benefit (the "Supplemental Pension Benefit") in an annual amount equal to the product of (A) two percent (2%) of the sum of (1) the average amount of annual base salary earned by the Executive with respect to the five most recently completed years of the Executive's employment with the Company plus (2) the average amount of the annual cash bonuses earned by the Executive for the Company's five completed fiscal years immediately preceding the termination of the Executive's employment and (B) the number of completed full years of Executive's employment with the Company (provided that Executive shall be deemed to have completed a full calendar year of employment with the Company for 2005). The amount of the Executive's Supplemental Pension Benefit shall be offset by any amounts payable to the Executive under any qualified or nonqualified pension plans of the Company and by the amount of the Executive's benefit from Social Security.

Termination of Employment. The Company and the Executive shall have the right to terminate employment as set forth below:

- **Death or Disability.** – The Executive's employment shall terminate automatically upon the Executive's death during the Term. The Company shall be entitled to terminate the Executive's employment because of the Executive's disability, as defined in the Employment Agreement, during the Term.

- Termination by the Company – The Company may terminate the Executive’s employment during the Term for “Cause” or without “Cause.” Cause means the Executive’s (1) willful and continued failure to substantially perform his duties with the Company, or (2) the Executive’s willful engagement in conduct which is materially injurious to the Company, monetarily or otherwise when such conduct is done not in good faith and without reasonable belief that it is in the best interest of the Company.
- Good Reason – The Executive may terminate his employment with the Company for “Good Reason” or without “Good Reason” as defined in the Agreement. “Good Reason” means, without the Executive’s consent, (a) a reduction in the Executive’s title or the assignment to him of any duties inconsistent in any material respect with his position or responsibilities as contemplated by the Employment Agreement, subject to remedy by the Company; (b) any failure by the Company to comply with any of the provisions of the Employment Agreement, subject to remedy by the Company; (c) a reduction in the Executive’s annual base salary, subject to certain exceptions; (d) a reduction in the

Executive’s target annual incentive award, subject to certain exceptions; or (e) a delivery by the Company of a notice of non-renewal of the Employment Agreement.

Obligations of the Company Upon Termination.

- Other Than for Cause, Death or Disability, or for Good Reason – If, during the Term, the Company terminates the Executive’s employment for any reason other than Cause, death or Disability, or the Executive terminates his employment for Good Reason, subject to the terms of the Employment Agreement, the Company shall pay to the Executive, not later than 30 days following the date of termination, (i) a lump sum in cash equal to two times the sum of the Executive’s annual base salary immediately prior to the date of termination, plus the greater of (A) the Executive’s annual target bonus for the fiscal year in which the date of termination occurs or (B) the annual target bonus described in the Employment Agreement; and (ii) any portion of the Executive’s annual base salary and previously earned but unpaid bonus through the date of termination that has not yet been paid. In addition, the Company shall pay or provide to the Executive all compensation and benefits payable to the Executive under the terms of the Company’s compensation and benefit plans, programs or arrangements as in effect immediately prior to the date of termination.
- Upon Death and Disability – If the Executive’s employment is terminated by reason of the Executive’s death or Disability during the Term, the Company shall pay to the Executive, his designated beneficiary or his estate, within 30 days following the date of termination, a lump sum in cash equal to the sum of any portion of the Executive’s annual base salary earned but unpaid through the date of termination and previously earned but unpaid bonus through the date of termination. In addition, the Company shall pay or provide to the Executive all compensation and benefits payable to the Executive under the terms of the Company’s compensation and benefits plans, programs or arrangements as in effect immediately prior to the date of termination.
- By the Company For Cause; By the Executive Other Than for Good Reason – If the Executive’s employment is terminated by the Company for Cause or the Executive voluntarily terminates employment other than for Good Reason during the Term, the Executive shall be entitled to a lump sum in cash within 30 days after the date of termination equal to any portion of the Executive’s annual base salary and bonus earned but unpaid through the date of termination. In addition, the Company shall pay or provide to the Executive all compensation and benefits payable to the Executive under the terms of the Company’s compensation and benefits plans, programs or arrangements as in effect immediately prior to the date of termination.

Confidential Information; Solicitation; Disparagement; Competition. The Agreement contains customary confidentiality, non-solicitation, disparagement and noncompetition provisions.

Nonstatutory Stock Option Award Agreement Between the Company and Sam Duncan Relating to Initial Option.

On April 18, 2005, the Company entered into a Nonstatutory Stock Option Award Agreement with the Executive (the “Initial Option Agreement”) in order to grant the Initial Option. The Initial Option has an exercise price equal to \$32.66 per share. The Initial Option shall vest and become fully exercisable with respect to one third of the shares of Company common stock subject to the Initial Option on each of the first three anniversaries of the grant date.

In the event that the Executive is involuntarily terminated not for Cause (as defined in the Employment Agreement) or terminates employment as a result of death or Disability or

voluntarily for Good Reason (as defined in the Employment Agreement) prior to the third anniversary of the grant date (each, a “Proration Event”), then a pro rata amount of unvested shares of common stock subject to the Initial Option will become exercisable as described in the Initial Option Agreement. Upon termination for any other reason prior to the third anniversary of the grant date, all unvested options will be forfeited.

The Initial Option must be exercised on or before the earliest of (i) the tenth anniversary of the grant date; (ii) one year after termination of employment as a result of retirement, death, or Disability, provided that the Executive has not, as of the date of the exercise of the Initial Option, commenced employment with any competitor (as defined in the Initial Option Agreement); (iii) one year after termination of employment as a result of any of the Proration Events, provided that the Executive has not, as of the date of the exercise of the Initial Option, commenced employment with any competitor (as defined in the Initial Option Agreement); or (iv) one year after termination of the Executive’s employment for any other reason. The Initial Option shall be canceled immediately if the Executive is terminated for disciplinary reasons, as defined in the Company’s executive officer severance pay policy.

The Initial Option will become fully vested and exercisable immediately upon a change in control prior to the third anniversary of the grant date if the Initial Option is not continued or replaced following such change in control or if the Executive is terminated in a qualifying termination, as defined in the Change in Control Agreement.

The Initial Option is governed by the provisions of the OMIPP and the Nonstatutory Stock Option Award Agreement included in this filing as Exhibit 10.2 and 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 agreement.

Nonstatutory Stock Option Award Agreement Between the Company and Sam Duncan Relating to the Other Option.

On April 18, 2005, the Company entered into a Nonstatutory Stock Option Award Agreement with the Executive (the "Other Option Agreement") in order to grant the Other Option. The Other Option has a per share exercise price equal to \$32.66 per share. The Other Option shall vest with respect to 20% of the Company common stock on each of the first five anniversaries of the grant date.

In the event that the Executive is involuntarily terminated not for Cause (as defined in the Employment Agreement) or terminates employment as a result of death or Disability or voluntarily for Good Reason (as defined in the Employment Agreement) prior to the fifth anniversary of the grant date, then a pro rata amount of unvested shares of common stock subject to the Other Option will become exercisable as described in the Other Option Agreement. Upon termination for any other reason prior to the fifth anniversary of the grant date, all unvested options will be forfeited.

In all other respects, the terms of the Other Option are the same as the terms of the Initial Option described above. The Other Option is governed by the provisions of the OMIPP and the Nonstatutory Stock Option Award Agreement included in this filing as Exhibit 10.3 and 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 agreement.

Restricted Stock Unit Award Agreement Between the Company and Sam Duncan Relating to Initial Restricted Stock Units.

On April 18, 2005, the Company entered into a Restricted Stock Unit Award Agreement with the Executive in order to grant the Initial Restricted Stock Units. One third of the Initial Restricted Stock Units shall vest on each of the first three anniversaries of the grant date. The payment of the Initial Restricted Stock Units may be deferred in certain circumstances. If delayed, payment of all Initial Restricted Stock Units may be simultaneous. Vested Initial Restricted Stock Units will be paid in shares of OfficeMax Common Stock.

In the event that the Executive is involuntarily terminated not for Cause (as defined in the Employment Agreement) or terminates employment as a result of death or Disability or voluntarily for Good Reason (as defined in the Employment Agreement) prior to the third anniversary of the grant date, then a pro rata amount of unvested Initial Restricted Stock Units shall vest as described in the Award Agreement. Upon termination for any other reason prior to the third anniversary of the grant date, all unvested Initial Restricted Stock Units will be forfeited.

The Initial Restricted Stock Units will become fully vested immediately upon a change in control (as defined in the OMIPP) prior to the third anniversary of the grant date if the award is not continued or replaced following the change in control or if the Executive is terminated in a qualifying termination, as defined in the Change in Control Agreement.

The Initial Restricted Stock Units may not be sold, assigned, pledged or otherwise encumbered prior to vesting. The Executive will not receive dividends or be entitled to vote with respect to the Initial Restricted Stock Units.

The Initial Restricted Stock Units are subject to the provisions of the OMIPP and the Restricted Stock Unit Award Agreement included in this filing as Exhibit 10.4 and 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 agreement.

Restricted Stock Unit Award Agreement Between the Company and Sam Duncan Relating to Other Restricted Stock Units.

On April 18, 2005, the Company entered into a Restricted Stock Unit Award Agreement with the Executive in order to grant the Other Restricted Stock Units. 20% of the Other Restricted Stock Units shall vest on each of the first five anniversaries of the grant date. In the event that the Executive is involuntarily terminated not for Cause (as defined in the Employment Agreement) or terminates employment as a result of death or Disability or voluntarily for Good Reason (as defined in the Employment Agreement) prior to the fifth anniversary of the grant date, then a pro rata amount of unvested Other Restricted Stock Units will become exercisable as described in the Award Agreement. Upon termination for any other reason prior to the fifth anniversary of the grant date, all unvested Other Restricted Stock Units will be forfeited.

In all other respects, the terms of the Other Restricted Stock Units are the same as the terms of the Initial Restricted Stock Units described above. The Other Restricted Stock Units are subject to the provisions of the OMIPP and the Restricted Stock Unit Award Agreement included in this filing as Exhibit 10.5 and 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 agreement.

Change in Control Agreement Between the Company and Sam Duncan

On April 18, 2005, the Company entered into a Change in Control Agreement with the Executive that is substantially similar to change in control agreements available to the Company's other senior executives. The form of those agreements was filed as Exhibit 10.32 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004 and described in the Company's Report on Form 8-K dated March 17, 2005, under the heading "Change in Control (Severance) Agreements."

Annual Incentive Award Agreement Between the Company and Sam Duncan

On April 18, 2005, the Company entered into an Annual Incentive Award Agreement with the Executive (the "Award Agreement"). Under the Award Agreement, the Executive will be eligible to receive a specified percentage of his base salary in cash if targets and performance measures set by the Compensation Committee of the Board are achieved. The Executive's target award percentage is 100% of his base salary in effect at the end of 2005. The Executive's annual target cash incentive shall equal at least 100% of his annual base salary in effect at the beginning of the applicable fiscal year, with a maximum potential award equal to 225% of his annual base salary. Notwithstanding the performance goals, the Executive's Award Agreement provides that he will receive a minimum award of 100% of his base salary. The performance measures applicable to the Company's 2005 Annual Incentive Plan are: sales growth, return on sales and EBIT dollars. No award will be earned or paid under the Award Agreement unless the Company has net income for 2005. Subject to certain exceptions, the Executive must be employed by the Company on the last day of 2005 to be eligible to receive an award. The Compensation

Committee reserves the right to reduce the award, whether or not the performance goals have been met, but not below the minimum award described above. The Award Agreement is included in this filing as Exhibit 10.6 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 agreement.

Item 5.02 – Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Effective with the election of Sam Duncan as Chief Executive Officer and President of the Company as of April 18, 2005, George J. Harad has resigned his position as Chief Executive Officer of the Company. Mr. Harad is expected to continue to serve as executive chairman of the Company's Board until the termination of his employment agreement in June 2005.

Prior to his election as Chief Executive Officer and President of the Company, Mr. Duncan was President and Chief Executive Officer of ShopKo Stores, Inc., a multi-department retailer, from October 2002 to April 2005. From 1992 to 2002, Mr. Duncan held various merchandising and executive positions with Fred Meyer, Inc. (a division of The Kroger Co., a grocery retailer, since 1999), including: President of Fred Meyer from 2001 to October 2002 and President of Ralph's Supermarkets from 1998 to 2001. Mr. Duncan began his retail career in the supermarket industry in 1969 with Albertson's, Inc., where he held various merchandising positions until 1992. Mr. Duncan is 53.

The Company has entered into an employment agreement with Mr. Duncan, which is described

in Item 1.01 of this Report.

Further information about Mr. Duncan and his election is included in the Company's news release issued on April 14, 2005, which is attached as Exhibit 99.1 to this Report.

The Company's 2005 Annual Meeting of Shareholders is scheduled to be held on May 9, 2005, at 2:00 p.m. Central Daylight Time at the Wyndham Northwest Chicago Hotel, 400 Park Boulevard, Itasca, Illinois. The Company and certain other persons may be deemed participants in the solicitation of proxies from shareholders in connection with the Company's 2005 Annual Meeting of Shareholders. Information concerning such participants is available in the Company's Proxy Statement filed with the Securities and Exchange Commission on April 1, 2005. Shareholders are advised to read the Company's Proxy Statement and supplements thereto and other relevant documents when they become available, because they will contain important information. Shareholders may obtain, free of charge, copies of the Company's Proxy Statement and any other documents filed by the Company with the SEC in connection with the 2005 Annual Meeting of Shareholders at the SEC's website at <http://www.sec.gov/> or by contacting D.F. King & Company toll-free at (800) 347-4750.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibit 10.1	Employment Agreement between the Company and Sam Duncan
Exhibit 10.2	Nonstatutory Stock Option Award Agreement between the Company and Sam Duncan
Exhibit 10.3	Nonstatutory Stock Option Award Agreement between the Company and Sam Duncan
Exhibit 10.4	Restricted Stock Unit Award Agreement between the Company and Sam Duncan
Exhibit 10.5	Restricted Stock Unit Award Agreement between the Company and Sam Duncan
Exhibit 10.6	Annual Incentive Award Agreement between the Company and Sam Duncan
Exhibit 99.1	OfficeMax Incorporated News Release dated April 14, 2005

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: April 20, 2005

OFFICEMAX INCORPORATED

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

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
Exhibit 10.1	Employment Agreement between the Company and Sam Duncan
Exhibit 10.2	Nonstatutory Stock Option Award Agreement between the Company and Sam Duncan
Exhibit 10.3	Nonstatutory Stock Option Award Agreement between the Company and Sam Duncan
Exhibit 10.4	Restricted Stock Unit Award Agreement between the Company and Sam Duncan
Exhibit 10.5	Restricted Stock Unit Award Agreement between the Company and Sam Duncan
Exhibit 10.6	Annual Incentive Award Agreement between the Company and Sam Duncan
Exhibit 99.1	OfficeMax Incorporated News Release dated April 14, 2005

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between OfficeMax Incorporated, a Delaware corporation (the "Company"), and Sam Duncan (the "Executive"), dated April 14, 2005 and effective as of the Effective Date (as hereinafter defined).

WITNESSETH:

WHEREAS, the Company wishes to provide for the employment by the Company of the Executive, and the Executive wishes to serve the Company, in the capacities and on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. **TERM.** The term of this Agreement (the "Term") and Executive's employment hereunder shall commence on April 18, 2005 (the "Effective Date") and end on April 17, 2008, provided that, commencing on April 17, 2008 and on each subsequent anniversary thereof (each, a "Renewal Date"), the Term shall be extended by an additional year unless either party shall have given written notice of non-renewal to the other at least 90 days prior to the applicable Renewal Date.

2. **POSITION AND DUTIES.**

(a) During the Term the Executive shall serve as the Chief Executive Officer and President of the Company; in each case with such duties and responsibilities as are customarily assigned to such positions, and have such other duties and responsibilities not inconsistent therewith as may from time to time be assigned to him by the Board. As of the Effective Date or as soon thereafter as practicable, the Company shall cause the Executive to be elected as a member of the board of directors of the Company (the "Board") to serve as a member of the class of directors with a term expiring in 2006. Thereafter, while Executive is employed during the Term, the Company shall cause the Executive to be included in the slate of persons nominated to serve as directors on the Board following the end of each term of the Executive's service as a director. Upon any termination of his employment with the Company, the Executive shall promptly resign from the Board and from all other offices held with the Company and its subsidiaries.

(b) During the Term, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive shall devote his full attention and time to the business and affairs of the Company and use the Executive's reasonable best efforts to carry out such responsibilities faithfully and efficiently. It

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shall not be considered a violation of the foregoing for the Executive to manage his personal investments or, subject to the approval of the Board, to serve on corporate, industry, civic or charitable boards or committees, so long as such activities do not interfere with the performance of the Executive's responsibilities as an executive officer of the Company in accordance with this Agreement.

(c) During the Term, the Executive shall be based at the Company's principal headquarters in Itasca, Illinois, except for travel reasonably required for the performance of the Executive's duties hereunder.

3. **COMPENSATION.**

(a) **BASE SALARY.** During the Term, the Executive shall receive an annual base salary ("Annual Base Salary") of \$850,000. The Annual Base Salary shall be payable in accordance with the Company's regular payroll practice for its senior executives, as in effect from time to time. During the Term, the Annual Base Salary shall be periodically reviewed by the Executive Compensation Committee of the Board (the "Compensation Committee") for possible increase. Following any such increase, the term "Annual Base Salary" shall thereafter refer to the Annual Base Salary as so increased.

(b) **CASH BONUSES.**

(i) **SIGN-ON BONUS.** If, within 60 days following the Effective Date, the Executive's prior employer takes steps to rescind or seek reimbursement of the Executive's 2004 bonus in the amount of \$400,557 (the "2004 Bonus"), which was paid on or about April 5, 2005, the Executive shall use his reasonable best efforts to resist his prior employer's actions. If, despite Executive's efforts, he is unsuccessful in causing his prior employer to reinstate the 2004 Bonus, the Company shall pay to the Executive a sign-on bonus of \$400,557 (the "Sign-on Bonus"), which amount is in lieu of the Executive's 2004 bonus from his prior employer. If the Company pays the Sign-on Bonus and Executive is subsequently successful in causing his prior employer to reinstate the 2004 Bonus, the Executive shall immediately notify the Company of any amount of such bonus paid to him by his prior employer and promptly reimburse such amount to the Company.

(ii) **ANNUAL INCENTIVE AWARD.** For fiscal years during the Term, the Executive shall participate in annual cash incentive compensation plans, as adopted and approved by the Board or the Compensation Committee from time to time, with targets and performance measures determined by the Compensation Committee. The Executive's annual target cash incentive opportunity pursuant to such plans for each fiscal year shall equal 100% (or such

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greater percentage as the Board may establish for Executive from time to time) of the Annual Base Salary in effect for the Executive at the end of such fiscal year, with a maximum potential award equal to 225% of the Annual Base Salary in effect for the Executive at the beginning of such fiscal year, subject to any limitations set by the Compensation Committee from time to time. With respect to the award for the Company's 2005 fiscal year, the Executive's annual cash incentive award shall be governed by the provisions of the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and an award agreement

substantially in the form attached as Exhibit A. Any annual cash incentive awards payable to the Executive will be paid at the time the Company normally pays such awards to its senior executives.

(c) OPTION GRANTS.

(i) INITIAL OPTION GRANT. As soon as practicable following the Effective Date, the Compensation Committee shall grant to the Executive a ten-year nonqualified option (the "Initial Option") to purchase 70,000 shares of the Company's common stock ("Company Stock"). The Initial Option shall have a per share exercise price equal to the closing price of the Company Stock on the New York Stock Exchange on the date of grant. The Initial Option shall vest and become fully exercisable with respect to 33.3% of the shares subject thereto on each of the first three anniversaries of the grant date and shall be governed by the provisions of the Plan and an option agreement substantially in the form attached hereto as Exhibit B.

(ii) OTHER OPTION GRANT. As soon as practicable following the Effective Date, the Compensation Committee shall grant to the Executive an additional ten-year nonqualified option (the "Other Option") to purchase 180,000 shares of Company Stock. The Other Option shall vest with respect to 20% of the Company Stock subject to the Other Option on each of the first five anniversaries of the grant date and shall be governed by the provisions of the Plan and an option agreement substantially in the form attached hereto as Exhibit C.

(d) RESTRICTED STOCK UNIT GRANTS.

(i) INITIAL RESTRICTED STOCK UNITS. As soon as practicable following the Effective Date, the Compensation Committee shall grant to the Executive an aggregate of 35,000 restricted Company Stock units under the Plan (such units, the "Initial Restricted Stock Units"). Each Initial Restricted Stock Unit shall be governed by the provisions of the Plan and an agreement substantially in the form attached hereto as Exhibit D. Subject to the provisions of the agreement and the Plan, 33.3% of the Initial Restricted Stock Units shall vest and immediately be paid on each of the first three anniversaries of the grant date; provided, however, that

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if, in the good faith determination of the Company (which shall be made immediately prior to the scheduled vesting date), some or all of the remuneration attributable to the payment of the Initial Restricted Stock Units shall fail to be deductible by the Company for federal income tax purposes pursuant to Section 162(m) of the Internal Revenue Code, as amended (the "Code"), the payment of such Initial Restricted Stock Units shall be automatically deferred (the "Automatic Deferral") and shall instead take place on the day following the six month anniversary of the Date of Termination (as defined below); provided further, however, that if, in the good faith determination of the Company such Automatic Deferral can reasonably be expected to result in the imposition of tax on the Executive with respect to the Initial Restricted Stock Units prior to payment being made with respect to such Initial Restricted Stock Units pursuant to Section 409A of the Code, this provision shall be reformed to provide that all of the Initial Restricted Stock Units shall be paid out on the day following the six month anniversary of the Date of Termination.

(ii) OTHER RESTRICTED STOCK UNITS. As soon as practicable following the Effective Date, the Compensation Committee shall grant to the Executive an additional grant of an aggregate of 15,000 restricted Company Stock units under the Plan (such units, together with any additional units credited hereunder, the "Other Restricted Stock Units"). Each Other Restricted Stock Unit shall vest with respect to 20% of the Other Restricted Stock Units on each of the first five anniversaries of the grant date and shall otherwise be governed by the provisions of the Plan and an agreement substantially in the form attached hereto as Exhibit E, provided that the provisions set forth above with respect to Automatic Deferral shall also apply to the Other Restricted Stock Units.

(e) OTHER LONG-TERM INCENTIVE COMPENSATION. Commencing with the Company's 2006 fiscal year and annually thereafter while the Executive is employed during the Term, the Company shall grant to the Executive long-term incentive compensation awards (which may consist of equity awards, long-term cash awards or other forms of long-term incentive compensation, as determined by the Compensation Committee) with a present value (as determined by the Compensation Committee) approximately equal to 350% of the Executive's then-current Annual Base Salary. Such awards shall have terms and conditions (including performance criteria, vesting schedules and acceleration provisions, if any) determined by the Compensation Committee.

(f) OTHER BENEFITS. While the Executive is employed during the Term: (1) the Executive shall be entitled to participate in all tax-qualified retirement plans of the Company and shall be entitled to participate in all fringe benefit and perquisite practices, policies and programs of the Company, in each case

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as are made available to the senior officers of the Company and (2) the Executive and/or the Executive's eligible dependents, as the case may be, shall be eligible to participate in all welfare benefit plans, practices, policies and programs provided by the Company, including any medical, prescription, dental, disability, employee life insurance, group life insurance, accidental death and travel accident insurance plans and programs to the same extent, and subject to the same terms and conditions, as such arrangements are made available to the senior officers of the Company.

(g) PAID TIME OFF AND RELOCATION. The Executive shall be entitled to 5 weeks paid time off per year in accordance with the Company's paid time off policy. Carryover of unused paid time off from year to year shall be according to the terms of the policy. Executive shall be provided relocation benefits consistent with the Company's relocation policy, attached as Exhibit F, for expenses incurred in connection with the relocation of Executive and his spouse to the Itasca, Illinois, area.

(h) CHANGE OF CONTROL AGREEMENT. Following the Effective Date, the Executive and the Company shall enter into a change of control agreement (the "Change of Control Agreement") substantially similar to those which the Company has offered or will offer to its other senior executives in 2005 (and attached hereto as Exhibit G), it being understood that if the Executive's employment is terminated under circumstances entitling him to severance benefits under this Agreement and the Change of Control Agreement, the severance payments described in Section 5(a) shall be offset (but not below zero) by similar payments and benefits provided under the Change of Control Agreement.

(i) SUPPLEMENTAL PENSION BENEFIT. Upon the fifth anniversary of the Effective Date, the Executive (if employed by the Company on such anniversary) shall vest in a supplemental pension benefit (the "Supplemental Pension Benefit") in an annual amount equal to the product of (A) two percent (2%) of the sum of (1) the average amount of Annual Base Salary earned by the Executive with respect to the five most recently completed years of the Executive's employment with the Company (such years to be calculated by reference to calendar years) plus (2) the average amount of the annual cash bonuses earned by the Executive pursuant to Section 3(b)(ii) for the Company's five completed fiscal years immediately preceding the termination of the Executive's employment and (B) the number of completed full years of Executive's employment with the Company (also calculated by reference to calendar years, provided that Executive shall be deemed to have completed a full calendar year of employment with the Company for 2005). The amount of the Executive's Supplemental Pension Benefit shall be offset by any amounts payable to the Executive under any qualified or nonqualified pension plans of the Company (with the amount of any balance in a defined contribution plan

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converted into a single life annuity for purposes of calculating the amount of such offset) and by the amount of the Executive's benefit from Social Security. The Supplemental Pension Benefit shall be payable according to Executive's election on the election form attached as Exhibit H.

4. TERMINATION OF EMPLOYMENT.

(a) DEATH OR DISABILITY. The Executive's employment shall terminate automatically upon the Executive's death during the Term. The Company shall be entitled to terminate the Executive's employment because of the Executive's Disability during the Term. "Disability" means that the Executive is disabled within the meaning of the Company's long-term disability policy or, if there is no such policy in effect, that (i) the Executive has been substantially unable, for 120 calendar days within a period of 180 consecutive calendar days, to perform the Executive's duties under this Agreement, as a result of physical or mental illness or injury, and (ii) a physician selected by the Company or its insurers, and reasonably acceptable to the Executive or the Executive's legal representative, has determined that the Executive is disabled. A termination of the Executive's employment by the Company for Disability shall be communicated to the Executive by written notice, and shall be effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Time"), unless the Executive returns to full-time performance of the Executive's duties before the Disability Effective Time.

(b) TERMINATION BY THE COMPANY.

(i) The Company may terminate the Executive's employment during the Term for Cause or without Cause. "Cause" means that the Executive's (1) willful and continued failure to substantially perform his duties with the Company, or (2) the Executive's willful engagement in conduct which is materially injurious to the Company, monetarily or otherwise. For purposes of this Section 4(b)(i), no act or failure to act on the Executive's part shall be considered "willful" unless done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's act or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until (X) a resolution is duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth above in clauses (1) or (2) of this Section 4(b)(i) and specifying the particulars of the Executive's conduct in detail, and (Y) a copy of this resolution is delivered to the Executive. All decisions by the

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Company regarding termination for Cause must be supported by clear and convincing evidence.

(ii) Following a Change in Control, a termination of the Executive's employment for Cause shall not be effective unless it is accomplished in accordance with the procedures set forth in Section 3.B. of the Change of Control Agreement.

(c) GOOD REASON.

(i) The Executive may terminate employment for Good Reason or without Good Reason. "Good Reason" shall mean, without the Executive's consent, (a) a reduction in the Executive's title or the assignment to him of any duties inconsistent in any material respect with his position, authority, duties or responsibilities as contemplated by this Agreement, unless the action is remedied by the Company within fifteen (15) days after receipt of notice thereof given by the Executive; (b) any failure by the Company to comply with any of the provisions of this Agreement, unless such action is remedied by the Company within fifteen (15) days after receipt of notice thereof given by the Executive; (c) a reduction in the Annual Base Salary (other than in connection with an across the board reduction similarly affecting all of the Company's executive officers); (d) a reduction in the Executive's target annual incentive award (other than in connection with an across the board reduction affecting all of the Company's executive officers or a reduction due to a demonstrable change in comparable market data) or (d) a delivery by the Company of a notice of non-renewal as contemplated by Section 1.

(ii) A termination of employment by the Executive for Good Reason shall be effectuated by giving the Company written notice ("Notice of Termination for Good Reason") of the termination, setting forth in reasonable detail the specific conduct of the Company that constitutes Good Reason and the specific provision(s) of this Agreement on which the Executive relies. A termination of employment by the Executive for Good Reason shall be effective fifteen (15) days following the date when the Notice of Termination for Good Reason is given, unless the event constituting Good Reason is remedied by the Company in accordance with the foregoing.

(iii) A termination of the Executive's employment by the Executive without Good Reason shall be effected by giving the Company 30 days written notice of the termination.

(d) DATE OF TERMINATION. The "Date of Termination" means the date of the Executive's death, the Disability Effective Time or the date on

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which the termination of the Executive's employment by the Company for Cause or without Cause or by the Executive for Good Reason or without Good Reason is effective.

5. OBLIGATIONS OF THE COMPANY UPON TERMINATION.

(a) OTHER THAN FOR CAUSE, DEATH OR DISABILITY, OR FOR GOOD REASON. If, during the Term, the Company terminates the Executive's employment for any reason other than Cause, death or Disability, or the Executive terminates his employment for Good Reason, then, subject to Section 12(h) hereof, the Company shall pay to the Executive, not later than 30 days following the Date of Termination, (i) a lump sum equal to two times the sum of the Executive's Annual Base Salary immediately prior to the Date of Termination, plus the greater of (A) the Executive's annual target bonus for the fiscal year in which the Date of Termination occurs or (B) the annual target bonus described in Section 3(b)(ii) (in each case without giving effect to any reduction constituting Good Reason); and (ii) any portion of the Executive's Annual Base Salary and previously earned but unpaid bonus through the Date of Termination that has not yet been paid. In addition, all of the Executive's then outstanding equity awards shall be treated in accordance with the terms of the plan and agreements evidencing such equity awards. The Company shall also pay or provide to the Executive, in the event of such a termination, all compensation and benefits payable to the Executive under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination.

(b) DEATH AND DISABILITY. If the Executive's employment is terminated by reason of the Executive's death or Disability during the Term, the Company shall pay to the Executive or, in the case of the Executive's death, to the Executive's designated beneficiaries (or, if there is no such beneficiary, to the Executive's estate or legal representative), in a lump sum in cash within 30 days after the Date of Termination, any portion of the Executive's Annual Base Salary and previously earned but unpaid bonus through the Date of Termination that has not yet been paid. The Company shall also pay or provide to the Executive, in the event of such a termination, all compensation and benefits payable to the Executive under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination. If the Executive's employment is terminated by reason of the Executive's death or Disability during the Term, all of the Executive's then outstanding equity awards shall be treated in accordance with the terms of the plan and agreements evidencing such equity awards.

(c) BY THE COMPANY FOR CAUSE; BY THE EXECUTIVE

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OTHER THAN FOR GOOD REASON. If the Executive's employment is terminated by the Company for Cause or the Executive voluntarily terminates employment other than for Good Reason during the Term then, (1) the Company shall pay to the Executive in a lump sum in cash within thirty (30) days after the Date of Termination, any portion of the Executive's Annual Base Salary and bonus earned through the Date of Termination that has not been paid; (2) all outstanding equity awards shall be treated according to the provisions of the plan and agreements under which such awards were granted; and (3) the Company shall also pay or provide to the Executive all compensation and benefits payable to the Executive under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination.

6. NON-EXCLUSIVITY OF RIGHTS. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies for which the Executive may qualify.

7. FULL SETTLEMENT. Except as provided herein, the Company's obligation to make the payments provided for in, and otherwise to perform its obligations under, this Agreement shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced, regardless of whether the Executive obtains other employment.

8. CONFIDENTIAL INFORMATION; SOLICITATION; DISPARAGEMENT; COMPETITION.

(a) The Executive agrees that he will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of the Company, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to the Company, any of its subsidiaries, affiliated companies or businesses, which the Executive obtained during the Executive's employment by the Company. This restriction will not apply to information that (i) was known to the public before its disclosure to the Executive; (ii) becomes known to the public after disclosure to the Executive through no wrongful act of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive shall provide the Company with prior notice of the contemplated

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disclosure and reasonably cooperate with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) During the Executive's employment with the Company and for one year after the Date of Termination, the Executive agrees that he will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any managerial level employee of the Company or any of its subsidiaries or affiliates to leave employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

(c) The Executive agrees that during and after his employment with the Company he shall not make any public statements that disparage the Company, its respective affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 8(c).

(d) For a period of 12 months after Executive's termination of employment with the Company (or for a period of 12 months after a final judgment or injunction enforcing this covenant), Executive agrees not to, directly as an employee or indirectly as a consultant or contractor, without the prior written consent of the Company, be employed in the same or similar capacity as Executive was employed by the Company immediately prior to Executive's termination of employment, by another business entity or person deriving more than 10% of its gross revenues in the Territory from the sale or distribution of office supplies, office furniture, computer consumables or related office products or services. For purposes hereof, the Territory shall be all of North America.

(e) The Executive agrees that the restrictions set forth in Section 8(a), 8(b), 8(c) and 8(d) hereof are reasonable and necessary to protect the legal interests of the Company. The Executive further agrees that the Company shall be entitled to injunctive relief in the event of any actual or threatened breach of such restrictions.

9. DISPUTE RESOLUTION. Except for the Company's right to seek injunctive relief as set forth in Section 8(e), all disputes arising under, related to, or in connection with this Agreement arising prior to a Change of Control shall be settled by expedited arbitration conducted before a panel of three arbitrators sitting in

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Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrators in that proceeding shall be binding on the Company and the Executive. Judgment may be entered on the award of the arbitrators in any court having jurisdiction. All expenses of such arbitration, including legal fees, shall be borne by the non-prevailing party in such arbitration.

10. SUCCESSORS.

(a) This Agreement is personal to the Executive and, without the prior written consent of the Company, shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place. As used in this Agreement, the "Company" shall mean both the Company as defined above and any such successor that assumes and agrees to perform this Agreement, by operation of law or otherwise.

11. NO VIOLATIONS. As a material inducement to the Company's willingness to enter into this Agreement, the Executive represents to the Company that neither the execution of this Agreement by the Executive, the employment of the Executive by the Company nor the performance by the Executive of his duties hereunder will constitute a violation by the Executive of any employment, non-competition or other agreement to which the Executive is a party.

12. MISCELLANEOUS.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified except by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications under this Agreement

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shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Sam Duncan
1122 Pleasant Valley Drive
Oneida, WI 54115

If to the Company:

Matthew R. Broad
Executive Vice President and General Counsel
OfficeMax Incorporated
150 E. Pierce Rd.
Itasca, IL 60143

or to such other address as either party furnishes to the other in writing in accordance with this paragraph (b) of Section 12. Notices and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision,

together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

(d) Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provisions of, or to assert any right under, this Agreement shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Agreement.

(f) The Executive and the Company acknowledge that this Agreement and the Change of Control Agreement constitute the entire understanding

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of the parties with respect to the subject matter hereof and supersede any other prior agreement or other understanding, whether oral or written, express or implied, between them concerning, related to or otherwise in connection with, the subject matter hereof and that, following the date hereof, no such agreement or understanding shall be of any further force or effect.

(g) The rights and benefits of the Executive under this Agreement may not be anticipated, assigned, alienated or subject to attachment, garnishment, levy, execution or other legal or equitable process except as required by law. Any attempt by the Executive to anticipate, alienate, assign, sell, transfer, pledge, encumber or charge the same shall be void.

(h) In connection with any termination of the Executive's employment, the Executive agrees to execute a customary release from liability in favor of the Company and it is understood that no payments shall be made pursuant to Section 5(a) hereof prior to the expiration of the required revocation period with respect to such release.

(i) The Company and the Executive agree to fully cooperate with respect to the timing and content of any public announcement regarding the hiring of the Executive or the execution of this Agreement.

(j) To the extent necessary to effectuate the terms of this Agreement, terms of this Agreement which must survive the termination of the Executive's employment or the termination of this Agreement shall so survive.

(k) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

(l) The Company shall pay all reasonable legal fees and expenses incurred by the Executive in connection with the preparation and negotiation of this Agreement, up to a maximum of \$20,000.

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IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization of its Board, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

OFFICEMAX INCORPORATED

By: /s/ Lorene Flewellen
Title: Senior Vice President, Human Resources

/s/ Sam K. Duncan
EXECUTIVE

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OFFICEMAX INCORPORATED
Nonstatutory Stock Option Award Agreement

This **Nonstatutory Stock Option** Award (the "Award"), is granted as of April 18, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and the following terms:

1. 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.
 2. You are awarded a nonstatutory stock option to purchase up to 70,000 shares of Stock at a price of \$32.66 per share (the "Grant Price").
 3. The Option shall become exercisable as follows:
 - a. On each of the first three anniversaries of the Award Date, the Option shall become exercisable with respect to one-third of the shares of Stock subject to the Option.
 - b. If at any time prior to the third anniversary of the Award Date: (i) you are involuntarily terminated not for Cause, as such term is defined in the Employment Agreement between you and OfficeMax dated April 14, 2005 (the "Employment Agreement"), as determined by OfficeMax (or any successor), (ii) you terminate employment as a result of death or Disability, as such term is defined in the Employment Agreement, or (iii) you voluntarily terminate employment for Good Reason, as such term is defined in the Employment Agreement, then a pro rata portion of the unvested shares of Stock subject to the Option, calculated as follows, shall become exercisable.
 - If termination occurs before the first anniversary of the Award Date, you will receive:
 - A pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 12 months, plus
 - A pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months.
 - If termination occurs on or after the first anniversary of the Award Date but before the second anniversary of the Award Date, you will receive:
 - A pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months.
 - If termination occurs on or after the second anniversary of the Award Date but before the third anniversary of the Award Date, you will receive a pro rata portion of one-third of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months.
 - c. If you terminate employment for any reason other than as stated in paragraph 3.b before the third anniversary of the Award Date (including involuntary termination for Cause), any portion of the Option which is not then exercisable pursuant to subsection 3.a or 3.b will be forfeited upon your termination of employment.
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4. The Option must be exercised on or before the earliest of the following:
 - (a) the tenth anniversary of the Award Date;
 - (b) one year after your termination of employment as a result of your retirement, death, or Disability, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 8 below);
 - (c) one year after your termination of employment pursuant to paragraph 3.b, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 8 below); or
 - (d) one year after your termination of employment for any other reason, subject to paragraph 5.
 5. The Option shall be canceled immediately if you are terminated for Disciplinary Reasons, as that term is defined in the Executive Officer Severance Pay Policy.
 6. 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 substantially equivalent value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination" (as defined in the letter agreement between you and OfficeMax regarding benefits upon a change in control), the Option shall become fully vested and exercisable immediately upon the Change in Control, or, in the case of your termination, upon the date of termination.
 7. 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; or
 - (c) cash.

You may elect to receive the proceeds of the exercise in either cash or Stock.

8. "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 or any 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 discretion. "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.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before May 13, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventor, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated

Awardee

By: /s/ Matthew R. Broad

/s/ Sam Duncan

Sam Duncan
Printed Name

OFFICEMAX INCORPORATED
Nonstatutory Stock Option Award Agreement

This **Nonstatutory Stock Option** Award (the "Award"), is granted as of April 18, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and the following terms:

1. 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.
2. You are awarded a nonstatutory stock option to purchase up to 180,000 shares of Stock at a price of \$32.66 per share (the "Grant Price").
3. The Option shall become exercisable as follows:
 - a. On each of the first five anniversaries of the Award Date, the Option shall become exercisable with respect to 20% of the shares of Stock subject to the Option.
 - b. If at any time prior to the fifth anniversary of the Award Date: (i) you are involuntarily terminated not for Cause, as such term is defined in the Employment Agreement between you and OfficeMax dated April 14, 2005 (the "Employment Agreement"), as determined by OfficeMax (or any successor), (ii) you terminate employment as a result of death or Disability, as such term is defined in the Employment Agreement, or (iii) you voluntarily terminate employment for Good Reason, as such term is defined in the Employment Agreement, then a pro rata portion of the unvested shares of Stock subject to the Option, calculated as follows, shall become exercisable.
 - If termination occurs before the first anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 12 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 60 months.
 - If termination occurs on or after the first anniversary of the Award Date but before the second anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 60 months.
 - If termination occurs on or after the second anniversary of the Award Date but before the third anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the shares of Stock subject to the Option based on the number of months worked since the Award Date divided by 60 months.
- c. If you terminate employment for any reason other than as stated in paragraph 3.b before the third anniversary of the Award Date (including involuntary termination for Cause), any portion of the Option which is not then exercisable pursuant to subsection 3.a or 3.b will be forfeited upon your termination of employment.

4. The Option must be exercised on or before the earliest of the following:
- (a) the tenth anniversary of the Award Date;
 - (b) one year after your termination of employment as a result of your retirement, death, or Disability, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 8 below);
 - (c) one year after your termination of employment pursuant to paragraph 3.b, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 8 below); or
 - (d) one year after your termination of employment for any other reason, subject to paragraph 5.
5. The Option shall be canceled immediately if you are terminated for Disciplinary Reasons, as that term is defined in the Executive Officer Severance Pay Policy.
6. 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 substantially equivalent value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination" (as defined in the letter agreement between you and OfficeMax regarding benefits upon a change in control), the Option shall become fully vested and exercisable immediately upon the Change in Control, or, in the case of your termination, upon the date of termination.
7. 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; or
 - (c) cash.
- You may elect to receive the proceeds of the exercise in either cash or Stock.
8. "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 or any 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 discretion. "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.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before May 13, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventor, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated

Awardee

By: /s/ Matthew R. Broad

/s/ Sam Duncan

Sam Duncan
Printed Name

OFFICEMAX INCORPORATED
Restricted Stock Unit Award Agreement

This **Restricted Stock Unit** Award (the "Award"), is granted on April 18, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms:

1. 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.
2. You are awarded 35,000 restricted stock units, at no cost to you, subject to the restrictions set forth in the Plan and this Agreement.
3. Your Award is subject to a three-year restriction period. On each of the first three anniversaries of the Award Date, one-third of the restricted stock units granted (and not forfeited under the provisions of paragraph 4 or paragraph 6) will vest.
4.
 - a. If at any time prior to the third anniversary of the Award Date: (i) you are involuntarily terminated not for Cause, as such term is defined in the Employment Agreement between you and OfficeMax dated April 14, 2005 (the "Employment Agreement"), as determined by OfficeMax (or any successor), (ii) you terminate employment as a result of death or Disability, as such term is defined in the Employment Agreement, or (iii) you voluntarily terminate employment for Good Reason, as such term is defined in the Employment Agreement, then a pro rata portion of the unvested units, calculated according to paragraph 4.b, shall vest.
 - b. The pro rata portion of units vesting under paragraph 4.a shall be calculated as follows:
 - If termination occurs on or before the first anniversary of the Award Date, you will receive:
 - A pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 12 months, plus
 - A pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 36 months.
 - If termination occurs after the first anniversary of the Award Date but on or before the second anniversary of the Award Date, you will receive:
 - A pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 36 months.
 - If termination occurs after the second anniversary of the Award Date but on or before the third anniversary of the Award Date, you will receive a pro rata portion of one-third of the unvested units based on the number of months worked since the Award Date divided by 36 months.

The restrictions on any units vesting by operation of this paragraph 4 will lapse and the units will vest as of the termination date.

- b. Upon your voluntary or involuntary termination for any reason other than as specified in paragraph 4.a, all units not yet vested at the time of termination will be immediately forfeited.

In addition, upon your termination as specified in paragraph 4.a, any units remaining unvested after the pro rata vesting will be immediately forfeited.

5. In the event of a Change in Control (as defined in the Plan) 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 substantially equivalent value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a Qualifying Termination (as defined in the letter agreement between you and OfficeMax regarding benefits upon a change in control), all units not vested at the time of the Change in Control or your termination (as applicable) will vest immediately.
6. The 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 units prior to vesting will result in the immediate forfeiture of the units.
7. With respect to the awarded units, you are not a shareholder and do not have any voting rights. You will not receive dividends or dividend units on the awarded units until vesting. Upon vesting, you receive notional dividend units on the vested awarded units equal to the amount of dividends paid on OfficeMax's common stock on and after the vesting date.
8. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock upon vesting, provided that 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 Section 162(m) of the Code, then payment of such units will occur the day following the six month anniversary of your termination of employment with OfficeMax, and provided further that if in OfficeMax's good faith determination this deferral could reasonably be expected to result in the imposition of tax upon you with respect to the units prior to payment of the units, payment of all units will occur the day following the six month anniversary of your termination of employment with OfficeMax. Partial shares, if any, and dividend units will be paid in cash.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before May 13, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventer, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated

Awardee

By: /s/ Matthew R. Broad

/s/ Sam Duncan
Signature

Sam Duncan
Printed Name

OFFICEMAX INCORPORATED
Restricted Stock Unit Award Agreement

This **Restricted Stock Unit Award** (the "Award"), is granted on April 18, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms:

1. 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.
 2. You are awarded 15,000 restricted stock units, at no cost to you, subject to the restrictions set forth in the Plan and this Agreement.
 3. Your Award is subject to a five-year restriction period. On each of the first five anniversaries of the Award Date, 20% of the restricted stock units granted (and not forfeited under the provisions of paragraph 4 or paragraph 6) will vest.
 4.
 - a. If at any time prior to the third anniversary of the Award Date: (i) you are involuntarily terminated not for Cause, as such term is defined in the Employment Agreement between you and OfficeMax dated April 14, 2005 (the "Employment Agreement"), as determined by OfficeMax (or any successor), (ii) you terminate employment as a result of death or Disability, as such term is defined in the Employment Agreement, or (iii) you voluntarily terminate employment for Good Reason, as such term is defined in the Employment Agreement, then a pro rata portion of the unvested units, calculated according to paragraph 4.b, shall vest.
 - b. The pro rata portion of units vesting under paragraph 4.a shall be calculated as follows:
 - If termination occurs on or before the first anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 12 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 60 months.
 - If termination occurs after the first anniversary of the Award Date but on or before the second anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 24 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 60 months.
-
- If termination occurs after the second anniversary of the Award Date but on or before the third anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 36 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 60 months.
 - If termination occurs after the third anniversary of the Award Date but on or before the fourth anniversary of the Award Date, you will receive:
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 48 months, plus
 - A pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 60 months.
 - If termination occurs after the fourth anniversary of the Award Date but on or before the fifth anniversary of the Award Date, you will receive a pro rata portion of 20% of the unvested units based on the number of months worked since the Award Date divided by 60 months.

The restrictions on any units vesting by operation of this paragraph 4 will lapse and the units will vest as of the termination date.

- c. Upon your voluntary or involuntary termination for any reason other than as specified in paragraph 4.a, all units not yet vested at the time of termination will be immediately forfeited. In addition, upon your termination as specified in paragraph 4.a, any units remaining unvested after the pro rata vesting will be immediately forfeited.
5. In the event of a Change in Control (as defined in the Plan) 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 substantially equivalent value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a Qualifying Termination (as defined in the letter agreement between you and OfficeMax regarding benefits upon a change in control), all units not vested at the time of the Change in Control or your termination (as applicable) will vest immediately.
6. The 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 units prior to vesting will result in the immediate forfeiture of the units.
7. With respect to the awarded units, you are not a shareholder and do not have any voting rights. You will not receive dividends or dividend units on the awarded units until vesting. Upon vesting, you receive notional dividend units on the vested awarded units equal to the amount of dividends paid on OfficeMax's common stock on and after the vesting date.
8. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock upon vesting, provided that 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 Section 162(m) of the Code, then payment of such units will occur the day following the six month anniversary of your termination of employment with OfficeMax, and provided further that if in OfficeMax's good faith determination this deferral could reasonably be expected to result in the imposition of tax upon you with respect to the units prior to payment of the units, payment of all units will occur the day following the six month anniversary of your termination of employment with

OfficeMax. Partial shares, if any, and dividend units will be paid in cash.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before May 13, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventer, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated

Awardee

By: /s/ Matthew R. Broad

/s/ Sam Duncan
Signature

Sam Duncan
Printed Name

OFFICEMAX INCORPORATED

2005 Annual Incentive Award Agreement

This Annual Incentive Award (the "Award"), is granted on April 18, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to Sam Duncan ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms:

1. 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.
2. For purposes of this Award, the following terms shall have the meanings stated below.
 - 2.1. "Award Period" means the 2005 fiscal year.
 - 2.2. "Base Salary" means your annual pay rate in effect at the end of the Award Period, without taking into account (a) 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 OfficeMax or any subsidiary, (b) any incentive compensation, employee benefit, or other cash benefit paid or provided under any incentive, bonus or employee benefit plan sponsored by OfficeMax or any subsidiary, or (c) 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 dollars" means OfficeMax's earnings from operations before interest and taxes, as calculated by OfficeMax in its sole discretion.
 - 2.4. "Net sales" means the gross sales or revenues less returns, allowances, rebates, and coupons for OfficeMax, as calculated by OfficeMax in its sole discretion.
 - 2.5. "Return on sales" means the ratio of reported operating profit to reported net sales, expressed as a percentage, for OfficeMax during the Award Period, as calculated by OfficeMax in its sole discretion.
 - 2.6. "Sales growth" means the percentage change in overall same location net sales for OfficeMax during the Award Period, adjusted for store closures, store openings, acquisitions, divestitures, and changes in fiscal periods, as calculated by OfficeMax in its sole discretion.
3. Your target award percentage is 100% of your Base Salary.
4. The Performance Goals applicable to your Award are sales growth, return on sales, and EBIT dollars. Your Award will be calculated based on these Performance Goals, as follows:
 - 4.1. *Payout.* Each Performance Goal is weighted equally. Using the payout charts attached as Exhibit 1, a payout multiple will be identified for each Performance Goal. Your target award percentage will be divided by three, that number will be multiplied by the identified multiple, and the resulting percentage will be applied to your Base Salary to determine your actual Award for each Performance Goal.

 - 4.2. *General Terms.* Payout multiples between numbers indicated on the chart will be calculated using straight-line interpolation. Total payout (aggregate amount paid for all three Performance Goals) is capped at 2.25 times your target award percentage. Individual payout for each Performance Goal is capped at 2.25 times the applicable target award percentage. Notwithstanding the Performance Goals and formulas set forth above, no award will be earned or paid for the Award Period unless OfficeMax has net income for the Award Period, as calculated by OfficeMax in its sole discretion.
5. This Award will be paid in cash.
6. If you terminate employment before December 31, 2005, your Award will be treated as follows:
 - 6.1. If your termination of employment is a result of your death or Disability, as defined in the Employment Agreement between you and OfficeMax dated April 14, 2005 (the "Employment Agreement"), 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 and eligible compared to the total number of days in the Award Period.
 - 6.2. If you are involuntarily terminated by the Company other than for death, Disability, or Cause (as defined in the Employment Agreement), or if you terminate employment for Good Reason (as defined in the Employment Agreement), 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 and eligible compared to the total number of days in the Award Period.
 - 6.3. Except as described in paragraphs 6.1 and 6.2, you must be employed by OfficeMax or its subsidiary on the last day of the Award Period to be eligible to receive payment of an Award. If your employment is terminated for Cause or for any other reason except as described in paragraph 6.1 or 6.2, you will not be eligible to receive payment of any Award for 2005.
7. Notwithstanding the Performance Goals, you will receive a minimum Award of 100% of your Base Salary, provided that this minimum Award will not apply to payments occurring pursuant to paragraph 6.
8. The Committee reserves the right to reduce the Award (but not below the minimum Award payable pursuant to paragraph 7), whether or not the Performance Goals have been met.
9. In the event of a Change in Control (as defined in the Plan) prior to December 31, 2005, the provisions of the Plan shall apply.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before May 13, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventer, OfficeMax, 150 E Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated

Awardee

By: /s/ Matt Broad

/s/ Sam Duncan

Sam Duncan
Printed Name


OfficeMax

150 East Pierce Road Itasca, IL 60143-1594

News Release

OfficeMax Media Contact

 Bill Bonner
 630 438 8584

OfficeMax Investor Relations Contact

 John Jennings
 630 438 8760

For Immediate Release
OFFICEMAX NAMES SAM K. DUNCAN PRESIDENT AND CHIEF EXECUTIVE OFFICER

ITASCA, IL — April 14, 2005 — OfficeMax Incorporated (NYSE:OMX) today announced that Sam K. Duncan will assume the role of president and chief executive officer, effective April 18, 2005.

Duncan, 53, served most recently as president and chief executive officer of Shopko Stores, Inc., a general merchandise retailer with more than 360 stores generating annual sales exceeding \$3 billion. Prior to leading Shopko, from 2001 to 2002 he served as president of Fred Meyer, Inc., a division of The Kroger Co., one of the nation's largest grocery retailers, with fiscal 2004 sales of more than \$56 billion.

Duncan joined Fred Meyer in 1992 as vice president, grocery department and was named executive vice president of the food division in 1997. In 1998, he was named president of Ralph's Supermarkets, which had been acquired by Fred Meyer. Duncan began his career in 1969 as a courtesy clerk at an Albertson's supermarket in Southern California, and was promoted to positions of increasing responsibility until being named director of operations of Albertson's in 1992.

"Sam is a proven leader who has delivered strong operating performance in changing business climates. He is the ideal person to lead our company as we fully integrate the two businesses brought together with the 2003 acquisition of OfficeMax, Inc., and work to realize the potential of this integrated business model," said George J. Harad, chief executive officer. Harad, who had been serving as the company's CEO on an interim basis, will return to his former role as executive chairman of OfficeMax and is expected to retire from the company and the board at the end of June 2005.

"I am very excited to join the OfficeMax team and to lead the company as we build on the solid foundation currently in place," said Duncan. "As we move forward, we will focus on achieving profitable sales and delivering value for our shareholders, customers and employees."

About OfficeMax

OfficeMax is a leader in both business-to-business and retail office products distribution. The company provides office supplies, and paper, print and document services, technology products and solutions, and furniture to large, medium, and small businesses and consumers. OfficeMax customers are served by more than 41,000 associates through direct sales, catalogs, the Internet, and 935 superstores.

Forward-Looking Statements

Certain statements made in this press release and other written or oral statements made by or on behalf of the Company may constitute "forward-looking statements" within the meaning of the federal securities laws. Statements regarding future events and developments and the Company's future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future, are forward-looking statements within the meaning of these laws. Management believes that these forward-looking statements are reasonable; however, you should not place undue reliance on such statements. These statements are based on current expectations and speak only as of the date of such statements. 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 which may cause results to differ from expectations are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2004, including under the caption "Cautionary and Forward-Looking Statements", and in other filings with the SEC.

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