UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

Current Report

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

**Date of Report: February 22, 2012
Date of earliest event reported: February 15, 2012**

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

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

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

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

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

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

2012 Annual Short-Term Incentive Plan Award Agreements

On February 15, 2012, the Executive Compensation Committee (the “ECC”) of the Board of Directors of OfficeMax Incorporated (the “Company”) approved the forms of the 2012 annual incentive award agreements and the Company’s 2012 Annual Short-Term Incentive Plan (awards granted under such plan, the “2012 STI Awards”; such plan, the “2012 STIP”). 2012 STI Awards will be granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the “2003 Plan”). Under the 2012 STIP, executive officers and other eligible associates (“Participants”) are awarded cash bonus opportunities equal to a percentage of their base salaries.

Before payment will be made on any award, the Company’s 2012 net income from continuing operations available to common shareholders (adjusted for special items (“Special Items”) included in Company earnings releases in 2012) (“Net Income”), must be positive, and the Company’s 2012 earnings from continuing operations, excluding the impact of foreign currency exchange-rate fluctuation, before interest and taxes, adjusted for Special Items (“EBIT”), must exceed a specified threshold.

Pursuant to the general form of 2012 STI Award agreement (the “2012 STI Award Agreement (Company)”), if the threshold Net Income and EBIT requirements described above are met, the amount of a Participant’s 2012 STI Award actually earned depends on the Company’s achievement of the three following performance metrics during 2012, each given a weighting of 33.3%: (i) the Company’s 2012 net sales, excluding the impact of foreign currency exchange-rate fluctuation (“Net Sales”); (ii) the Company’s 2012 EBIT; and (iii) the ratio of the Company’s 2012 EBIT to its 2012 Net Sales (“Return on Sales”).

Subject to the Net Income and EBIT thresholds described above, if the Company’s 2012 financial performance equals or exceeds the minimum target for any of the metrics, a Participant will receive a payout based upon the level of performance against the target metrics, with the maximum payout capped at 175% of a Participant’s target award for all Participants other than Mr. Saligram. Pursuant to the terms of his employment agreement, Mr. Saligram’s maximum payout is capped at 200% of his target award. The Company entered into a separate form of 2012 STI Award agreement with Mr. Saligram with respect to his 2012 STI Award (the “2012 STI Award Agreement – Mr. Saligram”), which requires achievement of the same target metrics as all other Participants, except that his maximum payout is capped at 200% of his target award for incremental performance above the performance level required for Participants to receive a 175% payout. The form of 2012 STI Award Agreement – Mr. Saligram is otherwise identical to the 2012 STI Award Agreement (Company).

To receive payment of a 2012 STI Award, a Participant must be employed by the Company for a minimum of 90 days during the award period, must be employed by the Company at the time of award payment (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement), and must not have performed at an unsatisfactory or below expectations performance level during 2012. In the event of a change in control, as defined in the 2012 STI Award Agreement, the vesting of the 2012 STI Award may accelerate under certain circumstances described in the agreement.

Annual incentive targets for 2012 were approved for the following executive officers in the following amounts, expressed as a percentage of their base salaries: Ravi Saligram, 100%; Bruce Besanko, 65%; and Deborah O’Connor, 45%. Each of these annual incentive targets were the same as the officers’ targets for 2011. Mr. Saligram will enter into the 2012 STI Award Agreement – Mr. Saligram with respect to his 2012 STI Award and Mr. Besanko and Ms. O’Connor each will enter into a 2012 STI Award Agreement (Company) with respect to his or her 2012 STI Award.

The form of 2012 STI Award Agreement (Company) is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference, and the form of 2012 STI Award Agreement – Mr. Saligram is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference. The summary of these award agreements does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the award agreements.

2012 Long-Term Incentive Plan Award Agreements

On February 15, 2012, the ECC approved the forms of the 2012 long-term incentive award agreements and the Company's 2012 Long-Term Incentive Plan (awards granted under such plan, the "2012 LTI Awards"; such plan, the "2012 LTIP"). 2012 LTI Awards will be granted pursuant to the 2003 Plan. Under the 2012 LTIP, Participants with titles of executive vice president and above are granted an award comprised of 40% stock options and 60% performance-based restricted stock units ("RSUs"). Participants with titles of senior vice president are granted an award comprised of 40% stock options and 60% performance units payable in cash.

On February 16, 2012, the ECC approved target 2012 LTI Awards in the following aggregate values for the following executive officers of the Company: Ravi Saligram, $2,707,596; Bruce Besanko, $475,001; and Deborah O'Connor, $179,999. The number of option shares, RSUs or performance units granted are discussed below.

Stock Options

The stock option portion of a Participant's 2012 LTI Award is granted pursuant to the form of 2012 Nonqualified Stock Option Award Agreement (the "2012 Option Agreement"). Pursuant to the 2012 Option Agreement, one third of each option will vest on each of the first three anniversaries of the grant date for those Participants who are employed with the Company on the applicable vest date and have not performed at an unsatisfactory or below expectations performance level for the calendar year immediately preceding the vesting date. Each option will expire on the seventh anniversary of its grant date.

The form of 2012 Option Agreement provides that if a Participant terminates employment with the Company prior to the third anniversary of the grant date, any unvested options will be forfeited and, if a Participant is terminated for disciplinary reasons (as defined in our severance policy), then the option, including any vested portion, will immediately be cancelled. In addition, if a Participant's employment at the Company ends and within six months thereafter the Company determines that the Participant's conduct prior to the end of his or her employment warranted termination for disciplinary reasons, then the option, including any vested portion, will immediately be cancelled and the Company may repurchase from the Participant, at the exercise price, the shares acquired by the Participant under the 2012 Option Agreement, or, if the Participant no longer owns the shares, the Company may recover the gross profit earned by the Participant from the exercise and disposition of such shares.

The option, to the extent vested, must be exercised on or before the earliest of the seventh anniversary of the grant date, one year after a Participant terminates employment as a result of retirement, death, or disability and three months after termination for any other reason. The exercise price may be paid through cashless exercise, transfer of existing stock, or cash. In the event of a change in control, as defined in the 2012 Option Agreement, the vesting of the options may accelerate under certain circumstances described in the agreement.

Target option awards were approved in the following amounts for the following executive officers of the Company: Ravi Saligram, option to purchase 340,528 shares; Bruce Besanko, option to purchase 59,740 shares; and Deborah O'Connor, option to purchase 22,638 shares. The exercise price of each executive officer's option is $5.57, the closing price of our common stock on February 16, 2012. Each executive officer will enter into a 2012 Option Agreement with respect to his or her option award.

The form of 2012 Option Agreement is filed as Exhibit 99.3 to this Current Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the 2012 Option Agreement.

Performance-Based Restricted Stock Units

The RSU portion of a Participant’s 2012 LTI Award is granted pursuant to the form of 2012 Performance-Based RSU Award Agreement (the “2012 RSU Agreement”). The RSUs will vest on February 15, 2015, subject to adjustment based upon achievement of specified performance metrics during the three-year performance period consisting of the Company’s 2012, 2013 and 2014 fiscal years. The amount of the RSU awards that vests will depend one-third upon achievement of performance metrics with respect to the Company’s 2012 fiscal year, another third upon achievement of performance metrics with respect to the Company’s 2013 fiscal year and the final third upon achievement of performance metrics with respect to the Company’s 2014 fiscal year. In order for any portion of the RSUs to vest with respect to a fiscal year’s performance metrics, the Company’s Net Income for that year must be positive and the Company’s EBIT for that year must exceed a threshold for that year established by the ECC.

Subject to the Net Income and EBIT thresholds described above, the amount of the third of the RSU awards subject to 2012 performance that actually vests will depend on the Company’s achievement of the two following performance metrics during 2012, each given equal weight, with the amount that vests ranging from 20% to 175% of the target RSU award: (i) the Company’s 2012 Net Sales; and (ii) the Company’s 2012 EBIT. The performance metrics and the vesting ranges for the two thirds of the RSU awards based upon 2013 and 2014 performance will be determined by the ECC within the first 90 days of the applicable fiscal year. RSU awards are paid in shares of Company common stock.

The form of 2012 RSU Agreement provides that a Participant must be employed by the Company in order for the RSUs to vest (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement). In addition, if a Participant performs at an unsatisfactory or below expectations performance level for a fiscal year, the third of the RSU award dependent upon performance metrics for that year will not vest. RSUs may not be sold or transferred prior to vesting. In addition, recipients of the RSUs do not receive dividends and do not have voting rights until the RSUs vest. In the event of a change in control, as defined in the 2012 RSU Agreement, the vesting of the RSUs may accelerate under certain circumstances described in the agreement. In addition, if a Participant is terminated for disciplinary reasons (as defined in our severance policy) or if a Participant retires or resigns and within six months thereafter the Company determines that the Participant’s conduct prior to retirement or resignation warranted termination for disciplinary reasons (as defined in our severance policy), then any RSUs, including any vested portion, will immediately be forfeited and cancelled and the Company may recover from the Participant the value at the time of the determination, of the shares paid to Participant upon vesting of RSUs, or if such shares were already disposed of, the value of such shares at the time of disposition.

Target RSU awards were approved in the following amounts for the following executive officers of the Company: Ravi Saligram, 291,662 RSUs and Bruce Besanko, 51,167 RSUs. The closing price of Company common stock on February 16, 2012 was $5.57. Each executive officer awarded RSUs will enter into a 2012 RSU Agreement with respect to his or her award of RSUs.

The form of 2012 RSU Agreement is filed as Exhibit 99.4 to this Current Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the 2012 RSU Agreement.

Performance Units

The performance unit portion of a Participant’s 2012 LTI Award is granted pursuant to the form of 2012 Performance Unit Award Agreement (the “2012 Performance Unit Agreement”). Performance unit awards confer the right to receive a cash payment upon the achievement of specified performance metrics. The 2012 Performance Unit Agreement provides that each performance unit has a value of one dollar.

The performance units are payable in amounts subject to adjustment based upon achievement of specified performance metrics during the three-year performance period consisting of the Company's 2012, 2013 and 2014 fiscal years. The amount payable with respect to the performance units will depend one-third upon achievement of performance metrics with respect to the Company's 2012 fiscal year, another third upon achievement of performance metrics with respect to the Company's 2013 fiscal year and the final third upon achievement of performance metrics with respect to the Company's 2014 fiscal year. In order for any portion of the performance units to be paid with respect to a fiscal year's performance metrics, the Company's Net Income for that year must be positive and the Company's EBIT for that year must exceed a threshold for that year established by the ECC. Any amounts payable with respect to the performance units will be paid after the Company's 2014 fiscal year.

Subject to the Net Income and EBIT thresholds described above, the amount of the third of the performance unit awards subject to 2012 performance that is actually paid will depend on the Company's achievement of the two following performance metrics during 2012, each given equal weight, with the amount paid ranging from 20% to 175% of the target amount: (i) the Company's 2012 Net Sales; and (ii) the Company's 2012 EBIT. The performance metrics and the payment ranges for the two thirds of the performance unit awards based upon 2013 and 2014 performance will be determined by the ECC within the first 90 days of the applicable fiscal year. Performance unit awards are paid in cash.

The form of 2012 Performance Unit Agreement provides that a Participant must be employed by the Company until the end of the three-year performance period in order to receive payment of a performance unit award (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement). In addition, if a Participant performs at an unsatisfactory or below expectations performance level for a fiscal year, the third of the performance unit award dependent upon performance metrics for that year will not be paid. Performance units may not be sold or transferred prior to being paid. In the event of a change in control, as defined in the 2012 Performance Unit Agreement, the payment of the performance units may accelerate under certain circumstances described in the agreement. If a Participant is terminated for disciplinary reasons (as defined in our severance policy) or if a Participant's employment at the Company ends and within six months thereafter the Company determines that the Participant's conduct prior to the end of his or her employment warranted termination for disciplinary reasons, then the Company may recover from the Participant the value of the performance units paid pursuant to the 2012 Performance Unit Agreement.

A target award of 108,000 performance units was approved for Deborah O'Connor, who will enter into a 2012 Performance Unit Agreement with respect to her award of performance units.

The form of 2012 Performance Unit Agreement is filed as Exhibit 99.5 to this Current Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the 2012 Performance Unit Agreement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit 99.1	Form of 2012 Annual Incentive Award Agreement (Company)
Exhibit 99.2	Form of 2012 Annual Incentive Award Agreement between OfficeMax Incorporated and Ravi Saligram
Exhibit 99.3	Form of 2012 Nonqualified Stock Option Award Agreement
Exhibit 99.4	Form of 2012 Performance-Based RSU Award Agreement
Exhibit 99.5	Form of 2012 Performance Unit Award Agreement.

SIGNATURE

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

Dated: February 22, 2012

OFFICEMAX INCORPORATED

By: /s/ Matthew R. Broad

Matthew R. Broad

Executive Vice President and General Counsel

EXHIBIT INDEX

Number	Description
Exhibit 99.1	Form of 2012 Annual Incentive Award Agreement (Company)
Exhibit 99.2	Form of 2012 Annual Incentive Award Agreement between OfficeMax Incorporated and Ravi Saligram
Exhibit 99.3	Form of 2012 Nonqualified Stock Option Award Agreement
Exhibit 99.4	Form of 2012 Performance-Based RSU Award Agreement
Exhibit 99.5	Form of 2012 Performance Unit Award Agreement.

Exhibit 99.1

SVP and Above – (excludes CEO)

OFFICEMAX INCORPORATED
2012 Annual Incentive Award Agreement

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

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

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

   2.1. "Award Period" means the Company's fiscal year ending on December 29, 2012.

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

   2.3. "EBIT" means the Company's earnings from continuing operations, excluding the impact of foreign currency exchange rate fluctuation, before interest and taxes adjusted for special items as disclosed and discussed in the earnings release for the award period, as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

   2.4. "Net Sales" means the company's net sales, excluding the impact of foreign currency exchange rate fluctuation, for the award period as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

   2.5. "Return on Sales" means the ratio of the Company's EBIT divided by Net Sales. Specifically, the ratio of the Company's EBIT to Net Sales, expressed as a percentage, for the award period as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

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

4. **Minimum Performance Measurement.** As a condition of payment of the Award, the Company must achieve positive net income from continuing operations available to OfficeMax common shareholders adjusted for special items as disclosed and discussed in the earnings release and the Company must meet a minimum EBIT threshold of $xxx.x million. If the above minimum performance measurements are achieved, you may be eligible to receive up to 175% of your Target Award. The actual amount of your Award will be determined pursuant to and in accordance with paragraph 5.

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

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

Net Sales (millions) Weight: 33.3% Performance	EBIT (millions) Weight: 33.3% Performance	ROS Percentage Weight: 33.3% Performance	Payout as a Percent of Target
			0%
			20%
			70%
			100%
			175%

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

5.2. *General Terms.*

5.2.1 Payout multiples between the percentages and numbers indicated on the chart above will be calculated using straight-line interpolation.

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

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

5.2.4 You must be actively employed or newly eligible for 90 days in order to be eligible to participate in the Plan for the Award Period.

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

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

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

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

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

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

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

7. **Right of the Committee.** The Committee reserves the right to reduce or eliminate the Award for any reason.

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

You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before date. Return your executed Agreement to: Becky Cohen, OfficeMax, Compensation Department, 263 Shuman Boulevard, Naperville, Illinois 60563 or by fax at (630)647-3722.

OfficeMax Incorporated

Steve Parsons
Executive Vice President,
Chief Human Resources Officer

Awardee: Name

Signature

Printed Name

Date

Exhibit 99.2

CEO ONLY

OFFICEMAX INCORPORATED
2012 Annual Incentive Award Agreement

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

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

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

    2.1. “Award Period” means the Company’s fiscal year ending on December 29, 2012.

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

    2.3. “EBIT” means the Company’s earnings from continuing operations, excluding the impact of foreign currency exchange rate fluctuation, before interest and taxes adjusted for special items as disclosed and discussed in the earnings release for the award period, as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

    2.4. “Net Sales” means the company’s net sales, excluding the impact of foreign currency exchange rate fluctuation, for the award period as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

    2.5. “Return on Sales” means the ratio of the Company’s EBIT divided by Net Sales. Specifically, the ratio of the Company’s EBIT to Net Sales, expressed as a percentage, for the award period as calculated by the Company, consistent with Section 162(m) of the Code, in its sole and complete discretion.

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

4. **Minimum Performance Measurement.** As a condition of payment of the Award, the Company must achieve positive net income from continuing operations available to OfficeMax common shareholders adjusted for special items as disclosed and discussed in the earnings release and the Company must meet a minimum EBIT threshold of $xxx.x million. If the above minimum performance measurements are achieved, you may be eligible to receive up to 200% of your Target Award. The actual amount of your Award will be determined pursuant to and in accordance with paragraph 5.

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

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

Net Sales (millions) Weight: 33.3% Performance	EBIT (millions) Weight: 33.3% Performance	ROS Percentage Weight: 33.3% Performance	Payout as a Percent of Target
			0%
			20%
			70%
			100%
			175%
			200%

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

5.2. *General Terms.*

5.2.1 Payout multiples between the percentages and numbers indicated on the chart above will be calculated using straight-line interpolation.

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

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

5.2.4 You must be actively employed or newly eligible for 90 days in order to be eligible to participate in the Plan for the Award Period.

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

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

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

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

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

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

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

7. **Right of the Committee.** The Committee reserves the right to reduce or eliminate the Award for any reason.

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

You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before date. Return your executed Agreement to: Becky Cohen, OfficeMax, Compensation Department, 263 Shuman Boulevard, Naperville, Illinois 60563 or by fax at (630)647-3722.

OfficeMax Incorporated	Awardee: Name
Steve Parsons Executive Vice President, Chief Human Resources Officer	______________________ Signature
	______________________ Printed Name
	______________________ Date

Exhibit 99.3

OfficeMax Incorporated
2012 Nonqualified Stock Option Award Agreement
Senior Vice President and Above

This **Nonqualified Stock Option** Award (the “Award”) is granted on **February XX, 2012** (the “Award Date”), by OfficeMax Incorporated (“OfficeMax”) to <<**insert name**>> (“Awardee” or “you”) pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the “Plan”), and the following terms and conditions of this agreement (the “Agreement”):

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

2. **Award.** You are hereby awarded a Nonqualified Stock Option (the “Option”) to purchase up to **<<insert Options>>** shares of Stock at a price of **<<insert Stock Price>>** per share (the “Grant Price”), subject to the terms and conditions of the Plan and this Agreement.

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

    a. On each of the first three anniversaries of the Award Date, if you are then employed with OfficeMax and did not receive a performance rating of “below expectations”, “unsatisfactory” or “does not live values” under the performance management program for the calendar year immediately preceding the anniversary date, the Option shall become vested and exercisable with respect to one-third of the shares of Stock subject to the Option. If you terminate employment with OfficeMax for any reason before the third anniversary of the Award Date, any portion of the Option that is not then vested and exercisable pursuant to the preceding sentence will be forfeited upon your termination of employment.

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

        i. the seventh anniversary of the Award Date;

        ii. one year after your termination of employment as a result of your retirement (after attaining age 55 and completing at least 10 years of service with OfficeMax), death, or total and permanent disability, as determined by OfficeMax in its sole and complete discretion;

        iii. three months after your termination of employment for any other reason.

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

4. **Termination for Disciplinary Reasons.** The Option shall be canceled immediately (even if the Option had previously vested fully or partially) if you are terminated for “disciplinary reasons,” as that term is defined in the Executive Officer Severance Pay Policy (or any successor policy) or, if your employment at OfficeMax ends and OfficeMax determines within six months thereafter that your conduct prior to the end of your employment warranted termination for “disciplinary reasons.” Additionally, in the event your employment at OfficeMax ends and OfficeMax determines thereafter that your conduct prior to the end of your employment warranted termination for “disciplinary reasons” after exercise, OfficeMax shall have the right to repurchase from you at the exercise price the shares you acquired under this Agreement, or, if you no longer own such shares, to recover from you the gross profit you earned from the exercise and disposition of such shares.

5. **Change in Control.** In the event of a Change in Control prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable

award agreement. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue or replace this Award, or if you experience a “qualifying termination”, the Option shall become fully vested and exercisable, if you are employed by OfficeMax on the date of the Change in Control, immediately upon the Change in Control, or, in the case of your qualifying termination, upon the date of your qualifying termination for a period of one year from your termination date. “Change in Control” and “qualifying termination” shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

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

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

   If the Fair Market Value of a share of Stock on the expiration date of the Option exceeds the exercise price of the Option, the Option will be automatically exercised upon such expiration date.

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

8. **No Special Employment.** Nothing contained in this Agreement or in the Plan shall be construed or deemed under any circumstances to bind OfficeMax to continue your employment for any particular period of time.

9. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before MMDD, 2012 or the Award will be forfeited. Return your executed Agreement to: Becky Cohen by mail at OfficeMax, 263 Shuman Boulevard (5E227), Naperville, Illinois 60563 or by fax at 1-630-647-3722**.

OfficeMax Incorporated	Awardee: First Last (Pers ID)
Steve Parsons Executive Vice President, Chief Human Resources Officer	Signature: ________________ Date: ________________

Exhibit 99.4

OfficeMax Incorporated
2012 Performance-Based RSU Award Agreement
Executive Vice Presidents and Above

This **Performance-Based Restricted Stock Unit (RSU)** Award (the "Award") is granted on **February XX, 2012** (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to **«First_Name» «Last_Name»** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan, as amended from time to time (the "Plan"), and the following terms and conditions of this agreement (the "Agreement"):

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

2. **Potential Award.** You are hereby awarded a potential grant of **XX,XXX** Performance-Based RSUs (your "Potential Award") at no cost to you, subject to the terms and conditions, including adjustments, set forth in the Plan and this Agreement.

3. **Definitions** –

   a. **Performance Period.** The Performance Period shall mean the three consecutive fiscal years commencing with the fiscal year in which the Award Date occurs.

   b. **Net Sales.** Net Sales shall mean OfficeMax's net sales, excluding the impact of foreign currency exchange rate fluctuation, for the fiscal year as calculated by OfficeMax, consistent with Section 162(m) of the Code, in its sole and complete discretion.

   c. **EBIT.** EBIT shall mean OfficeMax's earnings from continuing operations, excluding the impact of foreign currency exchange rate fluctuation, before interest and taxes adjusted for special items as disclosed and discussed in the earnings release for the fiscal year as calculated by OfficeMax, consistent with Section 162(m) of the Code, in its sole and complete discretion.

4. **Minimum Performance Measurement**. As a condition of vesting under paragraph 5 with respect to a particular fiscal year in the Performance Period, the following conditions must be met:

   - OfficeMax's net income from continuing operations available to its common shareholders (adjusted for special items, as disclosed and discussed in the earnings release) for that fiscal year must be positive; and

   - OfficeMax's EBIT (as defined above) for that fiscal year must exceed an "EBIT Minimum" established by the Executive Compensation Committee (the "Committee") of the Board of Directors. The EBIT minimum for fiscal year 2012 is $xxx.x million.

5. **Vesting and Additional Performance Measurement Adjustments.** Subject to paragraphs 4 and 6, your Potential Award will vest and be adjusted as follows:

   The first third of your Potential Award shall be adjusted based on achievement of 2012 performance metrics in accordance with the following chart and shall vest on February 15, 2015, if you are actively employed by OfficeMax on that date, and shall be payable as soon as practical thereafter, but not later than March 15, 2015:

OfficeMax Incorporated
2012 Performance-Based RSU Award Agreement
Executive Vice Presidents and Above

Payout as a % of Target*	Net Sales (millions) Weight: 50%	EBIT (millions) Weight: 50%
175% (Maximum)		
100% (Target)		
70%		
20% (Minimum)		
0%		

* No vesting of any portion of the Potential Award shall occur unless both minimum performance measurements described in paragraph 4 are met.

Each third of the remaining two-thirds of the Potential Award shall be adjusted based on OfficeMax's achievement of performance metrics for each of the second and third fiscal years in the Performance Period, shall vest on February 15, 2015, if you are actively employed by OfficeMax on that date, and shall be payable as soon as practical thereafter, but not later than March 15, 2015; within 90 days after the beginning of each fiscal year in the Performance Period, the committee will establish in writing the performance metrics applicable to that fiscal year.

At the end of the Performance Period, the Committee will review the performance criteria for each of the fiscal years within the Performance Period and determine the adjustments to your Potential Award for each fiscal year (subject to paragraph 6 of this Agreement regarding termination of employment during the Performance Period). Where performance metrics, as applicable, fall between the numbers shown on the tables above and yet to be determined, the Percentage of Potential Award shall be calculated using straight-line interpolation.

For each fiscal year, no portion of the Potential Award shall vest if Awardee either does not receive any performance review or receives a performance rating of "below expectations", "unsatisfactory" or "does not live values" under the performance management program for that fiscal year.

6. **Termination of Employment During Vesting Period.**

a. If your employment with OfficeMax terminates at any time on or after the Award Date and before the end of the Performance Period, your Potential Award (subject to paragraphs 4 and 5, including the adjustments described therein) will both vest (subject to paragraphs 4 and 5) and be payable in accordance with this paragraph 6.

If your termination of employment occurs before the end of the Performance Period and:

i. you terminate employment as a result of your death or total and permanent disability, as determined by OfficeMax in its sole and complete discretion,

ii. you are involuntarily terminated in a situation qualifying you for severance payments under an OfficeMax plan, or

iii. you voluntarily terminate employment and at the time of your termination you are at least age 55 and have completed at least 10 years of employment with OfficeMax,

- then your Potential Award shall vest (subject to paragraphs 4 and 5) on your employment termination date in a pro rata manner as follows: A pro rata portion of the Performance-Based RSUs, that would have otherwise vested, as determined under paragraph 5, on **February 15, 2015** based on the number of whole months that you were employed with OfficeMax since the Award Date divided by 36 months.

The vested portion of your Potential Award, as determined above, shall be payable in accordance with the general payment timing provisions of paragraph 5, as applicable. Any unvested Performance-Based RSUs remaining after payout will be forfeited and canceled.

b. <u>Six-Month Minimum Employment and Plan Participation Requirement</u>. Notwithstanding the foregoing, in order to be eligible for the pro rata vesting described in paragraphs 6.a, you must be employed with OfficeMax prior to July 1 of the first fiscal year in the Performance Period and have been a participant in the Plan for a minimum of six continuous months during fiscal years 2012 and/or 2013.

c. <u>Other Terminations</u>. Upon your voluntary or involuntary termination for any reason not meeting the criteria specified in this paragraph 6 for pro rata vesting, all unvested Performance-Based RSUs relating to your Potential Award as of the date of your termination of employment with OfficeMax shall be immediately forfeited and canceled. Additionally, if your employment is terminated for “disciplinary reasons” as defined in the Executive Officer Severance Pay Policy (or any successor policy) or if you retire or resign and OfficeMax determines within six months thereafter that your conduct prior to your retirement or resignation warranted termination for “disciplinary reasons,” any vested or unvested Performance-Based RSUs in this Award will be forfeited and cancelled. In the event you retire or resign and OfficeMax determines within six months thereafter that your conduct prior to your retirement or resignation warranted termination for “disciplinary reasons,” OfficeMax shall have the right to recover from you the amount of the value of the Stock at the time of the determination or, if disposed prior to the violation, at the time of disposition.

d. <u>Payment Upon Termination Due to Death</u>. If your termination occurs as a result of your death, payment with respect to your vested Performance-Based RSUs relating to your Potential Award shall be made only to your beneficiary, executor or administrator of your estate or the person or persons to whom the rights to payment of such Performance-Based RSUs shall pass by will or the laws of descent and distribution, as determined by OfficeMax in its sole and complete discretion.

7. **Change in Control.** In the event of a Change in Control prior to **February 15, 2015**, except as otherwise determined by OfficeMax in its sole and complete discretion, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue or replace this Award, or if you experience a “qualifying termination,” all restrictions described in this Agreement will lapse with respect to all unvested Performance-Based RSUs relating to your Potential Award, if you are employed by OfficeMax at the time of the Change in Control, at the time of the Change in Control or your qualifying termination (as applicable), all such Performance-Based RSUs will vest immediately, and payment of your Potential Award shall be made as soon as practical but in no event later than March 15 of the year following the year in which the Change in Control or “qualifying termination” (as applicable) occurred. “Change in Control” and “qualifying termination” shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

8. **Nontransferability.** The Performance-Based RSUs 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 Performance-Based RSUs prior to vesting will result in the immediate forfeiture and cancellation of such units. Notwithstanding the foregoing, subject to the approval of OfficeMax in its sole and complete discretion, Performance-Based RSUs awarded pursuant to this Agreement may be transferable to members of your immediate family and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only stockholders.

9. **Stockholder Rights.** You will not receive dividends or dividend units on the Performance-Based RSUs awarded pursuant to this Agreement. With respect to the Performance-Based RSUs awarded hereunder, you are not a shareholder and do not have any voting rights until such units vest and shares are recorded as issued on OfficeMax's official stockholder records.

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

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

12. **No Special Employment.** Nothing contained in this Agreement or in the Plan shall be construed or deemed under any circumstances to bind OfficeMax to continue your employment for any particular period of time.

13. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before Date or the Award will be forfeited. Return your executed Agreement to: Becky Cohen by mail at OfficeMax, 263 Shuman Boulevard (5E238), Naperville, Illinois 60563 or by fax at (630)647-3722**.

OfficeMax Incorporated	Awardee: «First_Name» «Last_Name» («SAP_ID»)
	Signature: ______________________
	Date: ______________________

Exhibit 99.5

OfficeMax Incorporated
2012 Performance Unit Award Agreement
Senior Vice Presidents

This **Performance Unit** Award (the "Award") is granted on **February XX, 2012** (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to **«First_Name» «Last_Name»** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan, as amended from time to time (the "Plan"), and the following terms and conditions of this agreement (the "Agreement"):

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

2. **Potential Award.** You are hereby awarded a potential grant of **XX,XXX.XX** Performance Units (your "Potential Award") at no cost to you, subject to the terms and conditions, including adjustments, set forth in the Plan and this Agreement. Each Performance Unit shall have the value of One Dollar in cash.

3. **Definitions**

   a. **Performance Period.** The Performance Period shall mean the three consecutive fiscal years commencing with the fiscal year in which the Award Date occurs.

   b. **Net Sales.** Net Sales shall mean OfficeMax's net sales, excluding the impact of foreign currency exchange rate fluctuation, for the fiscal year as calculated by OfficeMax, consistent with Section 162(m) of the Code, in its sole and complete discretion.

   c. **EBIT.** EBIT shall mean OfficeMax's earnings from continuing operations, excluding the impact of foreign currency exchange rate fluctuation, before interest and taxes adjusted for special items as disclosed and discussed in the earnings release for the fiscal year as calculated by OfficeMax, consistent with Section 162(m) of the Code, in its sole and complete discretion.

4. **Minimum Performance Measurements**. For any payment to be made pursuant to this Agreement with respect to a particular fiscal year in the Performance Period, the following conditions must be met:

   - OfficeMax's net income from continuing operations available to its common shareholders (adjusted for special items, as disclosed and discussed in the earnings release) for that fiscal year must be positive; and

   - OfficeMax's EBIT (as defined above) for that fiscal year must exceed an "EBIT Minimum" established by the Executive Compensation Committee (the "Committee") of the Board of Directors. The EBIT minimum for payouts based on fiscal year 2012 is $ **XXX** million.

5. **Additional Performance Measurement Adjustments.** Subject to paragraphs 4 and 6, your Potential Award will be adjusted as follows:

   The first third of your Potential Award shall be adjusted based on achievement of performance metrics in the following chart during the first fiscal year of the Performance Period:

OfficeMax Incorporated
2012 Performance Unit Award Agreement
Senior Vice Presidents

Payout as a % of Target*	Net Sales (millions) Weight: 50%	EBIT (millions) Weight: 50%
175% (Maximum)		
100% (Target)		
70%		
20% (Minimum)		
0%		

* No payout of any portion of the Potential Award shall occur unless both minimum performance measurements described in paragraph 4 are met.

Each third of the remaining two-thirds of the Potential Award shall be adjusted based on OfficeMax's achievement of performance metrics for each of the second and third fiscal years in the Performance Period; within 90 days after the beginning of each fiscal year the Committee will establish in writing the performance metrics applicable to that fiscal year.

At the end of the Performance Period, the Committee will review the performance criteria for each of the fiscal years within the Performance Period, determine the amounts payable for each fiscal year (subject to paragraph 6 of this Agreement regarding termination of employment during the Performance Period), and authorize the payment of the sum of those amounts. Where OfficeMax's achievement of performance metrics, as applicable, falls between the established metrics, the payout shall be calculated using straight-line interpolation.

For each fiscal year, no portion of the Potential Award shall be earned if Awardee either does not receive any performance review or receives a performance rating of "below expectations", "unsatisfactory" or "does not live values" under the performance management program for that fiscal year.

Amounts payable shall be paid as soon as practical after the end of the Performance Period, but not later than March 15, 2015.

6. **Termination of Employment During the Performance Period.**

a. If your employment with OfficeMax terminates at any time on or after the Award Date and before the end of the Performance Period, your Potential Award (subject to paragraphs 4 and 5, including the adjustments described therein) will be payable in accordance with this paragraph 6.

If your termination of employment occurs before the end of the Performance Period and:

i. you terminate employment as a result of your death or total and permanent disability, as determined by OfficeMax in its sole and complete discretion,

ii. you are involuntarily terminated in a situation qualifying you for severance payments under an OfficeMax plan, or

iii. you voluntarily terminate employment and at the time of your termination you are at least age 55 and have completed at least 10 years of employment with OfficeMax,

then your Potential Award shall be payable (subject to paragraphs 4 and 5) in a pro rata manner as follows:

- A pro rata portion of the Performance Units relating to the first third of your Potential Award, as adjusted under paragraph 5 based on achievement of the performance metrics for the first fiscal year of the Performance Period, based on the number of whole months that you were employed with OfficeMax during the first fiscal year divided by 12 months, plus

- A pro rata portion of the Performance Units relating to the second third of your Potential Award, as adjusted under paragraph 5 based on achievement of the performance metrics for the second fiscal year of the Performance Period, based on the number of whole months that you were employed with OfficeMax during the second fiscal year divided by 12 months, plus

- A pro rata portion of the Performance Units relating to the remaining third of your Potential Award, as adjusted under paragraph 5 based on achievement of the performance metrics for the third fiscal year of the Performance Period, based on the number of whole months that you were employed with OfficeMax during the third fiscal year divided by 12 months.

The payable portion of your Potential Award, as determined above, shall be paid in accordance with the general payment timing provisions of paragraph 5, as applicable. Any Performance Units remaining after payout will be forfeited and canceled.

b. **<u>Six-Month Minimum Employment and Plan Participation Requirement</u>**. Notwithstanding the foregoing, in order to be eligible for a pro rata payout described in paragraph 6.a., you must be employed with OfficeMax prior to July 1 of the first fiscal year and have been a participant in the Plan for a minimum of six continuous months during the Performance Period.

c. **<u>Other Terminations</u>**. Upon your voluntary or involuntary termination for any reason not meeting the criteria for a pro rata payout specified in this paragraph 6, all Performance Units relating to your Potential Award as of the date of your termination of employment with OfficeMax shall be immediately forfeited and canceled. Additionally, if your employment is terminated for "disciplinary reasons" as defined in the Executive Officer Severance Pay Policy (or any successor policy) or if your employment with OfficeMax ends and OfficeMax determines within six months thereafter that your conduct prior to the end of your employment warranted termination for "disciplinary reasons," OfficeMax shall have the right to recover from you the amount of the value of the Performance Units you received under this Agreement.

d. **<u>Payment Upon Termination Due to Death</u>**. If your termination occurs as a result of your death, any payment with respect to your Performance Units determined pursuant to paragraph 6.a. above shall be made only to your beneficiary, executor or administrator of your estate or the person or persons to whom the rights to payment of such Performance Units shall pass by will or the laws of descent and distribution, as determined by OfficeMax in its sole and complete discretion.

7. **Change in Control.** In the event of a Change in Control prior to **February XX, 2015**, except as otherwise determined by OfficeMax in its sole and complete discretion, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will become payable according to the terms of the applicable award agreement. Notwithstanding any provisions of this Agreement or the Plan to the contrary, if the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination," all conditions for achievement of performance metrics and restrictions related to continued employment with OfficeMax described in this Agreement will lapse with respect to all Performance Units relating to your Potential Award. If you are employed by OfficeMax at the time of the Change in Control when the continuing entity does not replace this award, at the time of the Change in Control, or at the time of your qualifying termination (as applicable), all such Performance Units will become payable immediately, and payment of your Potential Award shall be made as soon as practical but in no event later than March 15 of the year following the year in which the Change in Control or "qualifying termination" (as applicable) occurred. "Change in Control" and "qualifying termination" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

8. **Nontransferability.** The Performance Units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to payout. Any attempt to transfer your rights in the awarded Performance Units will result in the immediate forfeiture and cancellation of such units.

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

10. **Tax Withholding.** The amount paid to you will be reduced by an amount equal to the required minimum federal and state withholding amounts triggered by the payment of your Performance Units.

11. **No Special Employment.** Nothing contained in this Agreement or in the Plan shall be construed or deemed under any circumstances to bind OfficeMax to continue your employment for any particular period of time.

12. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before Date or the Award will be forfeited. Return your executed Agreement to: Becky Cohen by mail at OfficeMax, 263 Shuman Boulevard (5E238), Naperville, Illinois 60563 or by fax at (630) 647-3722**.

OfficeMax Incorporated

Awardee: «First_Name» «Last_Name» («SAP_ID»)

Signature: ______________________________

Date: ______________________________