

**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: **August 2, 2005**
Date of earliest event reported: **July 27, 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) 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 1.01. Entry into a Material Definitive Agreement

One portion of the compensation to be paid to our directors this year is an equity grant issued under the 2003 OfficeMax Incentive and Performance Plan (the "Plan"). On July 29, 2005, our board of directors determined that the form of equity grant to be received by the directors this year will be restricted stock units. In connection with the grant, each director will enter into a 2005 Director Restricted Stock Unit Award Agreement dated July 29, 2005 (an "Agreement"), in the form attached hereto as Exhibit 10.1. The Agreement states that the award is subject to the terms of the Plan. The Agreement further states that the award will vest six months following the date of grant and that it will be payable six months following the date of a director's termination of service to the board due to death, disability, retirement or resignation. If a director leaves the board before the award vests, it will be forfeited.

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, included as Exhibit 10.1 to this filing. Exhibit 10.1 is incorporated by reference into this Item 1.01.

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

On July 27, 2005, Monte R. Haymon was elected to the OfficeMax Incorporated (the "Company") board of directors. Mr. Haymon was elected to the class of directors whose terms expire at the 2006 annual meeting. This fulfills the Company's April 24, 2005 understanding with K Capital Offshore Master Fund (U.S. Dollar), L.P. and Special K Capital Offshore Master Fund (U.S. Dollar), L.P. (collectively, "K Capital") that it would appoint an additional independent director to the Company's board of directors and give active consideration in good faith to a candidate or candidates proposed by K Capital for such position. Mr. Haymon will serve on the Company's Executive Compensation Committee and its Audit Committee.

Item 9.01 Financial Statements and Exhibits.

- (c) Exhibits.

Exhibit 10.1 Form of 2005 Director Restricted Stock Unit Award Agreement dated July 29, 2005 between OfficeMax Incorporated and each director.

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: August 2, 2005

OFFICEMAX INCORPORATED

By: /s/ Matthew R. Broad

Matthew R. Broad

Executive Vice President and General Counsel

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EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
10.1	Form of 2005 Director Restricted Stock Unit Award Agreement dated July 29, 2005 between OfficeMax Incorporated and each director.

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Form of

OFFICEMAX INCORPORATED
2005 Director Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award (the "Award"), is granted on July 29, 2005 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to ("Director" 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 _____ 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 six-month restriction period. The units will vest six months following the date of grant, on January 30, 2006, and will be payable six months following the date of your termination of service as a director due to your death, disability, retirement or resignation.
4. If you terminate service as a director prior to January 30, 2006, your Award will be forfeited.
5. In the event of a Change in Control (as defined in the Plan) prior to the end of the restriction period pursuant to paragraph 3, 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 Award Agreement, in which case the Award will vest and become payable according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, the restriction period will lapse with respect to all units not vested at the time of the Change in Control or your termination, and all units will vest immediately and will be payable according to paragraph 3 above. In the event of a Change in Control, payment of the Award will be made in the common stock of the continuing entity when due according to the applicable Award Agreement.
6. The units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to payment.
7. You will receive notional dividend units on the awarded units equal to the amount of dividends paid on OfficeMax's common stock. Dividend units paid on your restricted stock units will be held in escrow until the restrictions on the respective restricted stock units have lapsed, the units have vested, and payment of the restricted stock units is made. Dividend units paid on forfeited restricted stock units will be forfeited.
8. With respect to the awarded units, you are not a shareholder and do not have any voting rights.
9. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock. Partial units, 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 August 31, 2005, or the Award will be forfeited. Return your executed Agreement to: Pam Brown, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2460.

OfficeMax Incorporated

Director

By: _____

Signature: _____

Lorene Flewellen
 Senior Vice President, Human Resources

Printed Name: _____