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 15, 2011**
Date of earliest event reported:	**February 9, 2011**

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

2011 Annual Short-Term Incentive Plan Award Agreement

On February 9, 2011, the Executive Compensation Committee (the “ECC”) of the Board of Directors of OfficeMax Incorporated (the “Company”) approved the form of the 2011 Annual Incentive Award Agreement (the “2011 STI Award Agreement”) for awards granted under the Company’s 2011 Annual Short-Term Incentive Plan (such awards, the “2011 STI Awards”; such plan, the “2011 STIP”). 2011 STI Awards will be granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the “2003 Plan”). Under the 2011 STIP, executive officers and other eligible associates (“Participants”) are awarded cash bonus opportunities equal to a percentage of their base salaries.

As a condition of payment of the award, the Company’s 2011 net income from continuing operations available to common shareholders (adjusted for special items (“Special Items”) included in Company earnings releases in 2011)) (“Net Income”), must be positive.

Pursuant to the form of 2011 STI Award Agreement, if the threshold Net Income requirement described above is met, the amount of a Participant’s 2011 STI Award actually earned depends on achievement of the three following performance metrics during 2011, each weighted as indicated: (i) the Company’s 2011 net sales, excluding the impact of foreign currency exchange-rate fluctuation (“Net Sales”), given a weighting of 40%; (ii) the Company’s 2011 earnings from continuing operations, excluding the impact of foreign currency exchange-rate fluctuation, before interest and taxes, adjusted for Special Items (“EBIT”), given a weighting of 30%; and (iii) the ratio of the Company’s 2011 EBIT to its 2011 Net Sales (“Return on Sales”), given a weighting of 30%. If the Company’s 2011 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 225% of a Participant’s target award. To receive an award, a Participant must be employed by the Company 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 be performing at an unsatisfactory performance level. In the event of a change in control, as defined in the 2011 STI Award Agreement, the vesting of the award may accelerate under certain circumstances described in the agreement.

Annual incentive targets were approved for our executive officers in the following amounts: Ravi Saligram, 100%; Bruce Besanko, 65%; Deborah O’Connor, 45% and Ryan Vero, 55%. Each executive officer will enter into a 2011 STI Award Agreement with respect to his or her 2011 STI Award.

The form of 2011 STI Award Agreement is filed as Exhibit 99.1 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 2011 STI Award Agreement.

2011 Long-Term Incentive Plan Award Agreements

On February 9, 2011, the ECC approved the form of the award agreements for awards granted under the Company’s 2011 Annual Long-Term Incentive Plan (such awards, the “2011 LTI Awards”; such plan, the “2011 LTIP”). 2011 LTI Awards will be granted pursuant to the 2003 Plan. Under the 2011 LTIP, Participants are granted an award comprised 40% of performance-based restricted stock units (“RSUs”) and 60% of stock options.

On February 9, 2011, the ECC also approved target 2011 LTI Awards in the following aggregate values for the executive officers of the Company: Ravi Saligram, $2,999,947; Bruce Besanko, $556,337; Deb O’Connor, $250,012 and Ryan Vero, $456,922. The number of each executive officer’s RSUs and shares underlying options are discussed below.

Performance-Based RSUs

The RSU portion of a Participant's 2011 LTI Award is granted pursuant to the form of 2011 Restricted Stock Unit Award Agreement - Performance Based (the "2011 RSU Agreement"). In order for any portion of the RSUs to vest, the sum of the Company's 2011 and 2012 Net Income must be positive and the sum of the Company's 2011 and 2012 EBIT must equal a threshold value. Subject to those conditions, one half of the RSU award will vest on February 9, 2013. The amount of that first half of the RSU award that vests will depend upon achievement of a 2011 EBIT minimum target, with the amount that vests ranging from 50% to 150% of the target award. The remaining half of the RSU award will vest on February 9, 2014, also subject to the threshold conditions described above. The amount of the remaining half of the RSU award that vests will depend upon achievement of a 2012 EBIT minimum target, with the amount that vests ranging from 50% to 150% of the target award. RSU awards are paid in shares of Company common stock.

The form of 2011 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). 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 2011 RSU Agreement, the vesting of the RSUs may accelerate under certain circumstances described in the agreement. In addition, 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.

The 2011 RSU Agreement includes a non-solicitation and non-compete clause that states that, beginning on the award date and ending one year after terminating employment with the Company, the Participant will not (i) employ or solicit for employment any person who is, or was within six months prior to the Participant's termination date, an employee of the Company or (ii) commence employment or consult (in a substantially similar capacity to any position held with the Company and with responsibility over the same geographic areas over which the Participant had responsibility during the last 12 months of employment) with any competitor engaged in the sale or distribution of products, or in the provision of services, in competition with the products sold or distributed or services provided by the Company. If a Participant violates his or her non-solicitation and non-compete covenants, then the Participant's unvested RSUs and shares of Company common stock paid to the Participant upon vesting of RSUs will be forfeited and the Company may recover from the Participant the value of any such shares at the time of the violation, or, if such shares were disposed of prior to the violation, the value of such shares at the time of disposition.

Target awards of performance-based RSUs were approved in the following amounts for the executive officers of the Company: Ravi Saligram, 71,170 RSUs; Bruce Besanko, 13,200 RSUs; Deb O'Connor, 5,930 RSUs; and Ryan Vero, 10,840 RSUs. The closing price of Company common stock on February 9, 2011 was $16.86. Each executive officer will enter into a 2011 RSU Agreement with respect to his or her award of performance-based RSUs.

The form of 2011 RSU Agreement is filed as Exhibit 99.2 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 2011 RSU Agreement.

Stock Options

The stock option portion of a Participant's 2011 LTI Award is granted pursuant to the form of 2011 Nonqualified Stock Option Award Agreement (the "2011 Option Agreement"). Pursuant to the 2011 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 each option will expire on the seventh anniversary of its grant date.

The form of 2011 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 reason (as defined in our severance policy), then the option, including any vested portion, will immediately be cancelled. In addition, 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, 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 2011 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 2011 Option Agreement, the vesting of the options may accelerate under certain circumstances described in the agreement. The 2011 Option Agreement includes a non-solicitation and non-compete clause that states that, beginning on the award date and ending one year after terminating employment with the Company, the Participant will not (i) employ or solicit for employment any person who is, or was within six months prior to the Participant's termination date, an employee of the Company or (ii) commence employment or consult (in a substantially similar capacity to any position held with the Company and with responsibility over the same geographic areas over which a Participant had responsibility during the last 12 months of employment) with any competitor engaged in the sale or distribution of products, or in the provision of services, in competition with the products sold or distributed or services provided by the Company. If a Participant violates his or her non-solicitation and non-compete covenants, then the option, including any vested portion, will immediately be cancelled and the Company may repurchase from the Participant shares acquired by the Participant under the 2011 Option Agreement, at the fair market value of the shares on the exercise date, 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.

Target option awards were approved in the following amounts for the following executive officers of the Company: Ravi Saligram, option to purchase 204,920 shares; Bruce Besanko, option to purchase 38,000 shares; Deb O'Connor, option to purchase 17,080 shares; and Ryan Vero, option to purchase 31,210 shares. The exercise price of each executive officer's option is $16.86, the closing price of our common stock on February 9, 2011. Each executive officer will enter into a 2011 Option Agreement with respect to his or her option award.

The form of 2011 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 2011 Option Agreement.

Salary Increases for Executive Officers

On February 9, 2011, the ECC approved increases in annual base salaries of the following executive officers, effective March 27, 2011, to the following amounts: Bruce Besanko, $610,069; Deb O'Connor, $326,040; and Ryan Vero, $566,032. Mr. Saligram's salary was not changed from its current level.

Board Size

On February 10, 2011, Board member Dorrit Bern notified the Board of Directors of the Company that she would not stand for re-election to the Board in 2011. Ms. Bern will continue to serve as a director until the Company's annual meeting of shareholders scheduled for April 13, 2011. The Board intends to reduce its size to seven members effective as of the 2011 annual meeting.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 99.1	Form of 2011 Annual Incentive Award Agreement Award
Exhibit 99.2	Form of 2011 Restricted Stock Unit Award Agreement - Performance Based
Exhibit 99.3	Form of 2011 Nonqualified Stock Option Award Agreement

SIGNATURE

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

Dated: February 15, 2011

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 2011 Annual Incentive Award Agreement Award
Exhibit 99.2	Form of 2011 Restricted Stock Unit Award Agreement - Performance Based
Exhibit 99.3	Form of 2011 Nonqualified Stock Option Award Agreement

FORM OF
OFFICEMAX INCORPORATED
2011 Annual Incentive Award Agreement

This potential **Annual Incentive Award** (the "Award") is granted on **February 9, 2011** (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 31, 2011.

   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 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 in its sole and complete discretion.

   2.5. "Return on Sales" means the ratio of the Company's EBIT to Net Sales, expressed as a percentage, for the award period as calculated by the Company 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. If the above minimum performance measurements are achieved, you may be eligible to receive up to 225% of your Target Award. The actual amount of your Award will be determined pursuant to and in accordance with paragraph 5.

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

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

Total Company			
Net Sales (millions)	EBIT (millions)	Return on Sales (ROS) Percentage	Payout
Weight: 40%	Weight: 30%	Weight: 30%	
Perf.	Perf.	Perf.	
			225%
			150%
			100%
			50%
			25%
			0%

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

5.2. *General Terms.*

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

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 paid if you receive a performing rating of "unsatisfactory" and/or "does not live values" under the performance management program for the Award Period.

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

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

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 MMDD, 2011. 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 (SAP ID)
	____________________ Signature
Bruce Besanko Executive Vice President Chief Financial Officer and Chief Administrative Officer	____________________ Printed Name
	____________________ Date

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Form of
OfficeMax Incorporated
2011 Restricted Stock Unit Award Agreement – Performance Based
Vice Presidents and Above (U.S.)

This **Restricted Stock Unit** Award (the “Award”) is granted on **February 9, 2011** (the “Award Date”), by OfficeMax Incorporated (“OfficeMax”) to **<<insert name>>** (“Awardee” or “you”) pursuant to the 2003 OfficeMax Incentive and Performance Plan, as may be amended from time to time (the “Plan”), and the following terms and conditions of this agreement (the “Agreement”):

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

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

3. **Minimum Performance Measurement**. As a condition of vesting under paragraph 4, the following conditions must be met:

— The sum of OfficeMax’s net income from operations available to our common shareholders, adjusted for special items for its fiscal years ending in 2011 and 2012, as disclosed and discussed in the earnings release, must be positive and;

— The sum of OfficeMax’s EBIT (as defined below) for its fiscal year ending in 2011 (“2011 EBIT”) and for its fiscal year ending in 2012 (“2012 EBIT”) must equal at least $ million (the “EBIT Minimum”), and;

— The Executive Compensation Committee of the Board of Directors must review and approve the 2011 EBIT, 2012 EBIT, and the EBIT Minimum.

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 applicable fiscal year, as calculated by OfficeMax in its sole and complete discretion.

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

The first half of your Potential RSU Award shall be adjusted based on 2011 EBIT in accordance with the following chart and shall vest on February 9, 2013 if you are actively employed by OfficeMax on that date, and shall be payable as soon as practical thereafter, but not later than March 15, 2013:

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

The second half of your Potential RSU Award shall be adjusted based on 2012 EBIT in accordance with the following chart and shall vest on February 9, 2014 if you are actively employed by OfficeMax on that date, and be payable as soon as practical thereafter, but not later than March 15, 2014:

2012 EBIT	**Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)**
	150% (Maximum)
	100% (Target)
	50%
	0%

Where 2011 EBIT or 2012 EBIT, as applicable, fall between the numbers shown on the tables above, the Percentage of Potential RSU Award shall be calculated using straight-line interpolation, except that no interpolation shall apply within the 2011 EBIT and/or 2012 EBIT range associated with a Target payout.

5. **Termination of Employment During Vesting Period.** If your employment with OfficeMax terminates at any time on or after the Award Date and before February 9, 2014, your Potential RSU Award (subject to paragraphs 3 and 4, including the adjustments described therein) will both vest (subject to paragraphs 3 and 4) and be payable in accordance with this paragraph 5.

a. <u>Termination Prior to First Vesting Date</u>. If your termination of employment occurs before **February 9, 2013** and:

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

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

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

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

¡ A pro rata portion of the unvested Restricted Stock Units relating to the first half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 9, 2013** based on the number of whole months that you were employed with OfficeMax since the Award Date divided by **24** months, plus

¡ A pro rata portion of the unvested Restricted Stock Units relating to the second half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 9, 2014** based on the number of whole months that you were employed with OfficeMax since the Award Date divided by **36** months.

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

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

b. Termination Between First and Second Vesting Date. If your termination of employment occurs after **February 9, 2013** but before **February 9, 2014** and:

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

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

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

then the number of unvested Restricted Stock Units relating to the second half of your Potential RSU Award that would have otherwise vested, as determined under paragraph 4, on **February 9, 2014** shall vest (subject to paragraphs 3 and 4) on your employment termination date in a pro rata manner based on the number of whole months that you were employed with OfficeMax since the Award Date over **36** months. Such pro rata vested Restricted Stock Units shall be payable not later than March 15, 2014. Any unvested Restricted Stock Units remaining after payout will be forfeited and canceled.

c. Six-Month Minimum Employment and Plan Participation Requirement. Notwithstanding the foregoing, in order to be eligible for the pro rata vesting described in paragraphs 5.a and 5.b., you must be employed with OfficeMax and have been a participant in the Plan for a minimum of six continuous months during fiscal years 2011 and/or 2012.

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

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

6. **Change in Control.** In the event of a Change in Control prior to **February 9, 2014**, 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 Restricted Stock Units relating to your Potential RSU 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 Restricted Stock Units will vest immediately, and payment of your Potential RSU Award shall be made as soon as practical but in no event later than March 15 of the year following the year in which the Change in Control or "qualifying termination" (as applicable) occurred. "Change in Control" and "qualifying termination" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

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

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

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

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

11. **Non-Solicitation and Non-Compete.** This paragraph 11 shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law rules. If Delaware law, for whatever reason, is not applied, then this paragraph 11 shall be enforced to the maximum extent allowable under otherwise applicable state law. For the period beginning on the Award Date and ending one year following your termination of employment with OfficeMax, you will not (i) directly or indirectly employ, recruit or solicit for employment any person who is (or was within six (6) months prior to your employment termination date) an employee of OfficeMax, an Affiliate or Subsidiary; or (ii) commence Employment with a Competitor in a substantially similar capacity to any position you held with OfficeMax during the last 12 months of your employment with OfficeMax and having the responsibility within the same geographic area(s) for which you had responsibility during the last 12 months of your employment with OfficeMax. If you violate the terms of this paragraph 11 or of any other confidentiality, non-competition, non-solicitation or

other similar agreement during or after your employment with OfficeMax, you will forfeit, as of the first day of any such violation, all right, title and interest to the Restricted Stock Units and any shares of Stock you own in settlement of your Restricted Stock Units on or after such date. Without limiting any other remedy available to OfficeMax, OfficeMax shall have the right to issue a stop transfer order and other appropriate instructions to its transfer agent with respect to these Restricted Stock Units, OfficeMax shall have the right to recover from you the amount of the value of the Stock at the time of the violation or, if disposed prior to the violation, at the time of disposition, and OfficeMax further will be entitled to reimbursement of any fees and expenses (including attorneys' fees) incurred by or on behalf of OfficeMax in enforcing its rights under this paragraph 11. By accepting this Award, you consent to a deduction from any amounts OfficeMax, an Affiliate or Subsidiary owes to you (including wages or other compensation, fringe benefits, or vacation pay, as well as other amounts owed to you), to the extent of any amounts that you owe to OfficeMax under this paragraph 11. If OfficeMax does not recover by means of set-off the full amount owed to OfficeMax, you agree to pay immediately the unpaid balance to OfficeMax.

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

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

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

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

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

14. Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before MMDD, 2011 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)
	Signature: ______________________
Bruce Besanko Executive Vice President, Chief Financial Officer & Chief Administrative Officer	Date: ______________________

CHI99 5211664-4.074476.0025

Form of
OfficeMax Incorporated
2011 Nonqualified Stock Option Award Agreement
Vice Presidents and Above (U.S.)

This **Nonqualified Stock Option** Award (the “Award”) is granted on **February 9, 2011** (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, the Option shall become vested and exercisable with respect to one-third of the shares of Stock subject to the Option. If you terminate employment with OfficeMax for any reason before the third anniversary of the Award Date, any portion of the Option that is not then vested and exercisable pursuant to the preceding sentence will be forfeited upon your termination of employment.

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

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

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

4. **Termination for Disciplinary Reasons.** The Option shall be canceled immediately (even if the Option had previously vested fully or partially) if you are terminated for “disciplinary reasons,” as that term is defined in the Executive Officer Severance Pay Policy (or any successor policy) 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.” Additionally, in the event you retire or resign and OfficeMax determines thereafter that your conduct prior to your retirement or resignation 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. **Non-Solicitation and Non-Compete.** This paragraph 8 shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law rules. If Delaware law, for whatever reason, is not applied, then this paragraph 8 shall be enforced to the maximum extent allowable under otherwise applicable state law. For the period beginning on the Award Date and ending one year following your termination of employment with OfficeMax, you will not (i) directly or indirectly employ, recruit or solicit for employment any person who is (or was within six (6) months prior to your employment termination date) an employee of OfficeMax, an Affiliate or Subsidiary; or (ii) commence Employment with a Competitor in a substantially similar capacity to any position you held with OfficeMax during the last 12 months of your employment with OfficeMax and having the responsibility within the same geographic area(s) for which you had responsibility during the last 12 months of your employment with OfficeMax. If you violate the terms and conditions of this paragraph 8 or any other non-disclosure, non-competition, non-solicitation or other similar agreement during or after your employment with OfficeMax, the right to exercise this Option with respect to any shares not previously exercised shall terminate immediately and the Option shall be cancelled immediately. Without limiting any other remedy available to OfficeMax, OfficeMax shall be entitled to repurchase from you the Stock you previously purchased under this Agreement at the Fair Market Value of the shares on the exercise date, or, if you at such time no longer own such shares, OfficeMax shall be entitled to recover from you the gross profit you earned upon the purchase and disposition (whether by sale, gift, donation or otherwise) of such shares, and OfficeMax further will be entitled to reimbursement of any fees and expenses (including attorneys’ fees) incurred by or on behalf of OfficeMax in enforcing its rights under this paragraph 8.

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

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

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

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

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

10. **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.

11. **Acceptance of Terms and Conditions. You must sign this Agreement and return it to OfficeMax's Compensation Department on or before MMDD, 2011 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)
	Signature: ______________________________
Bruce Besanko Executive Vice President, Chief Financial Officer & Chief Administrative Officer	Date: ______________________________