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:	**October 7, 2005**
Date of earliest event reported:	**October 3, 2005**

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.)

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:

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

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

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

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

Item 1.01. Entry into a Material Definitive Agreement

Letter Agreement between OfficeMax Incorporated and Don Civgin

On September 19, 2005, OfficeMax Incorporated (the "Company") entered into a Letter Agreement with Don Civgin (the "Executive"), effective October 3, 2005, to serve as the Company's Executive Vice President, Finance. Pursuant to the Letter Agreement, Executive is expected to assume the title of chief Financial Officer in November 2005.

Pursuant to the Letter Agreement, Executive's initial base salary will be $475,000 per annum. Executive will be eligible to participate in the Company's annual cash incentive compensation plan. Awards under this plan are granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan"). Executive will be eligible to receive a specified percentage of his base salary if targets and performance measures set by the Compensation Committee of the Board are achieved. The Executive's annual target cash incentive shall equal at least 55% of his annual base salary in effect at the beginning of the applicable fiscal year. The performance measures applicable to the Company's 2005 plan are: same store sales growth, return on sales and EBIT dollars. Executive will be guaranteed a 2005 bonus, at not less than 55% of his base salary, which will be pro-rated based on Executive's start date. Executive will also receive restricted stock units and stock options, on the terms set forth in their respective award agreements, described below.

Executive will be eligible to receive twelve months of severance under the Company's severance policy applicable to executive officers, if he is terminated involuntarily, and not for disciplinary reasons. The Executive will be entitled to participate in the Company's benefit plans and programs on the same terms as other senior officers of the Company.

The Letter Agreement is included in this filing as Exhibit 10.1 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the agreement.

Restricted Stock Unit Award Agreement Between the Company and the Executive

On October 4, 2005 (the “Grant Date”), the Company entered into a Restricted Stock Unit Award Agreement (the “RSU Award Agreement”) with the Executive in order to grant Restricted Stock Units (the “Award”) pursuant to the Plan. The Award consists of 38,000 restricted stock units, at no cost to the Executive. One third of the Restricted Stock Units shall vest and be paid in Company common stock on each of the first three anniversaries of the Grant Date, subject to possible deferral in the circumstances described in the RSU Award Agreement. If the Executive terminates employment for any reason prior to the third anniversary of the Grant Date, the restricted stock units which have not vested will be forfeited. In the event of a change in control, as defined in the RSU Award Agreement, the vesting of the Award may accelerate under certain circumstances described in the RSU Award Agreement.

The RSU Award Agreement is included in this filing as Exhibit 10.2 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the agreement.

Nonstatutory Stock Option Award Agreement Between the Company and the Executive

On October 4, 2005 (the “Award Date”), the Company entered into a Nonstatutory Stock Option Award Agreement (the “Stock Option Agreement”) with the Executive in order to grant a stock option pursuant to the Plan. The Stock Option Agreement provides the Executive the right to purchase 50,200 shares of Company common stock at a price of $30.70 per share. On each of the first three anniversaries of the Award Date, the option shall become exercisable with respect to one-third of the shares subject to the option. If the Executive terminates employment for any reason prior to the third anniversary of the Award Date, the portion of the stock option which has not vested will be forfeited. The stock option must be exercised on or before the earliest of (a) the tenth anniversary of the Award Date; (b) five years after the Executive retires (after attaining age 55 and completing 10 years of service with the Company), dies, or becomes totally and permanently disabled, provided that the Executive has not, as of the date of the exercise of the stock option, commenced employment with any competitor of the Company (as defined in the Stock Option Agreement); and (c) three months after the Executive terminates employment for any other reason. The option will be cancelled immediately if Executive is terminated for disciplinary reasons as defined in the Stock Option Agreement. In the event of a change in control, as defined in the Stock Option Agreement, the vesting of the option may accelerate under certain circumstances described in the Stock Option Agreement.

The Stock Option Agreement is included in this filing as Exhibit 10.3 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the agreement.

Change in Control Agreement

On October 3, 2005, the Company entered into a change in control agreement (the “Change in Control Agreement”) with the Executive that is substantially similar to change in control agreements available to the Company’s other senior executives. The form of those agreements was filed as Exhibit 10.32 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2004 and described in the Company’s Report on Form 8-K dated March 17, 2005, under the heading “Change in Control (Severance) Agreements.”

Nondisclosure and Noncompetition Agreement

On October 3, 2005, the Company entered into a nondisclosure and noncompetition agreement (the “Agreement”) with the Executive. This Agreement requires the Executive to refrain from divulging confidential information of the Company during the course of his employment, except as is necessary to discharge his duties, and after termination of employment. The Agreement also subjects Executive to an agreement not to be employed in the same or similar capacity as he was employed by OfficeMax during the term of his employment and for a period of 12 months thereafter for a competitor (as described in the Agreement) in North America. During employment and for two years after termination, Employee agrees not to solicit current or certain former customers, current or certain former employees or suppliers of the Company. The Agreement also contains a standard non-disparagement clause.

The Agreement is included in this filing as Exhibit 10.4 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the agreement.

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

Effective October 3, 2005, the Executive joined the Company as Executive Vice President, Finance. Following a transition period expected to last until November 2005, the Company’s current chief financial officer, Ted Crumley, will step down and the Executive is expected to become chief financial officer of the Company.

Prior to his election as Executive Vice President, Finance of the Company, the Executive, 44, served as vice president and chief financial officer of General Binding Corporation; a designer, manufacturer and distributor of branded office equipment, related supplies and laminating equipment and films; from January 2002 to September 2005. From early 1997 to May 2001, the Executive was senior vice president – finance and senior vice president – merchandising operations of Montgomery Ward.

Since the beginning of the Company’s last fiscal year, the Company has sold office products to General Binding Corporation, the Executive’s former employer, and purchased products from General Binding Corporation. These transactions were entered into in the ordinary course of business and involved the purchase of goods at arms-length negotiated rates.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibit 10.1	Letter Agreement between the Company and Don Civgin

Exhibit 10.2	Restricted Stock Unit Award Agreement between the Company and Don Civgin
Exhibit 10.3	Nonstatutory Stock Option Award Agreement between the Company and Don Civgin
Exhibit 10.4	Nondisclosure and Noncompetition Agreement between the Company and Don Civgin

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: October 7, 2005

OFFICEMAX INCORPORATED

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

EXHIBIT INDEX

Number	Description
Exhibit 10.1	Letter Agreement between the Company and Don Civgin
Exhibit 10.2	Restricted Stock Unit Award Agreement between the Company and Don Civgin
Exhibit 10.3	Nonstatutory Stock Option Award Agreement between the Company and Don Civgin
Exhibit 10.4	Nondisclosure and Noncompetition Agreement between the Company and Don Civgin

September 19, 2005

Mr. Don Civgin
555 Summerset Lane
Northfield, IL 60093

Dear Don:

We are pleased to offer you the employment opportunity to join OfficeMax Incorporated ("OfficeMax") as Executive Vice President, Finance, with a start date of October 3, 2005. Immediately following the filing of our 3rd quarter 10Q , which we expect to file the first week of November, you will also assume the title of Chief Financial Officer. The terms of this employment offer are summarized below.

- **Base Salary –** Your compensation will include an initial base salary at the rate of $475,000 gross per annum, payable bi-weekly. You will be reviewed on a Management-by-Objective format and be eligible for base salary increases, predicated on performance, in the spring of each year. Your first performance review will be scheduled for the spring of 2006.

- **Short-Term Incentive** – In your role of Executive Vice President and Chief Financial Officer, you will be eligible for an annual target incentive bonus of 55% of your base salary. This incentive is based on the performance of OfficeMax. The performance measures in the 2005 short-term incentive plan are: return on sales, operating earnings before interest and taxes (EBIT), and same store sales growth. You will be guaranteed a 2005 bonus (at not less than a 55% target) which will be pro-rated based on your start date. More information regarding this program will be provided to you shortly.

- **Long-Term Incentive** – On the first date of your employment, OfficeMax will award to you 23,000 restricted stock units pursuant to the OfficeMax Incentive and Performance Plan and 32,000 stock options pursuant to the OfficeMax Incentive and Performance Plan. Both of these grants will vest 33 1/3% per year from the date of grant, and the stock options will be exercisable at a price equal to the fair market value of OfficeMax common stock on the first date of your employment and will have a 10 year exercise period. In 2006 and forward, and as an executive of the company, you will be eligible to participate in the OfficeMax Incentive and Performance Plan in a manner commensurate with your position with OfficeMax and consistent with awards granted to other senior executives of OfficeMax. The next review of long-term incentives will be in the Spring of 2006.

- **Sign-On Equity Grant** – On the first date of your employment, OfficeMax will award to you 15,000 restricted stock units pursuant to the OfficeMax Incentive and Performance Plan which will vest 33 1/3% per year from the date of grant and 18,200 stock options pursuant to the OfficeMax Incentive and Performance Plan that also vest 33 1/3% per year from the date of grant, will be exercisable at a price equal to the fair market value of OfficeMax common stock on the first date of your employment and will have a 10 year exercise period.

- **Severance –** You will be eligible for 12 months severance under the OfficeMax Executive Officer Severance Pay Policy, as in effect on the date hereof, if you are terminated involuntarily, and not for disciplinary reasons. The severance provisions include base pay and medical benefits continuation through the 12 month severance period, plus) a pro rata annual bonus based on the number of days employed during the performance period, in an amount (before proration) based on actual performance achieved under the applicable plan and payable when such bonuses are paid to other senior executives.

- **Change in Control** – You will receive a Change in Control agreement as approved by the Executive Compensation Committee of the Board of Directors.

- **Vacation** – OfficeMax has a time off policy referred to as Your Time Off (YTO). As an experienced executive joining OfficeMax, we will establish your eligibility for YTO at a 5-11 year service level equal to 25 YTO days per year.

- **Benefit Programs** – OfficeMax offers a comprehensive benefit package, the key elements of which are outlined in a Benefits brochure that will follow. In addition, you will be eligible for participation in the Executive Benefit Program, which includes life insurance, an annual physical and financial counseling. The Company will pay your professional fees incurred to negotiate and prepare these arrangements, not to exceed $10,000.

- **Non-compete Provisions** – As an executive with OfficeMax, you will be required to sign the attached non-compete agreement restricting you from obtaining employment with another business entity or person whose principal activity is the sale or distribution of office supplies, office furniture, computer consumables or related office products or services in North America. Additionally, this offer of employment is contingent on your written confirmation that you currently do not have a non-compete agreement that restricts you from employment with OfficeMax.

- **Employment at Will** – Your employment with OfficeMax is at-will. This means that both you and OfficeMax are free to terminate the employment relationship within such party's discretion at any time. No supervisor or other OfficeMax representative, except the Board of Directors (or the Executive Compensation Committee thereof) or the Vice President of Human Resources, has the authority to alter this relationship and then only if the agreement is in writing, signed by both parties, and is specific to you. You should never interpret any OfficeMax representative or supervisor's remarks as a guarantee of continued employment. Nothing herein or in any of the attachments to this offer letter alters this at-will relationship.

- **Contingent Offer** – An important part of our hiring process is our completion of a background check, a drug screening, reference checks, verification of education, and proof of your ability to work in the U.S. All of our employment offers are contingent upon your successful completion of these important steps.

In connection with the criminal background check, it is OfficeMax's obligation to inform you of your rights under the Fair Credit Reporting Act and to obtain authorization from you for the request of information. Upon your authorization, OfficeMax will employ the resources of a consumer-reporting agency to provide information about you. A copy of your rights under the Act, as well as a copy of the authorization form, has previously been provided.

Don, we are pleased to make this offer of employment to you and are excited to know that you will soon be joining the OfficeMax team. Please sign and return one copy of this offer letter to me by September 23, 2005 to signify both your acceptance of this offer and your understanding of its contents.

Don, we look forward to having you on board.

Sincerely,

/s/ Sam Duncan

Sam Duncan
Chairman of the Board and Chief Executive Officer
OfficeMax Incorporated

Enclosures

I understand and accept the terms of the offer contained in this letter. I also understand that my employment is at will.

/s/ Don Civgin
Don Civgin

Exhibit 10.2

OFFICEMAX INCORPORATED
Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award (the “Award”), is granted on October 4, 2005 (the “Award Date”), by OfficeMax Incorporated (“OfficeMax”) to Don Civgin (“Awardee” or “you”) pursuant to the 2003 OfficeMax Incentive and Performance Plan (the “Plan”) and pursuant to the following terms of this Agreement (the “Agreement”):

1. 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.

2. You are hereby awarded 38,000 restricted stock units, at no cost to you, subject to the restrictions set forth in the Plan and this Agreement.

3. Your Award is subject to a three-year restriction period (the “Restriction Period”). Subject to the provisions of this Agreement and the Plan, 33.3% of the restricted stock units granted pursuant to this Award shall vest and immediately be paid on each of the first three anniversaries of the Award Date; provided, however, that if, in the good faith determination of OfficeMax (which shall be made immediately prior to the scheduled vesting date), some or all of the remuneration attributable to the payment of the Award shall fail to be deductible by OfficeMax for federal income tax purposes pursuant to Section 162(m) of the Internal Revenue Code, as amended (the “Code”), the nondeductible amount of such payment shall be automatically deferred (the “Automatic Deferral”) until the day following the six month anniversary of your termination of employment; provided further, however, that if, in the good faith determination of the OfficeMax, such Automatic Deferral can reasonably be expected to result in the imposition of tax to you with respect to any portion of the Award prior to payment being made to you with respect to such portion of the Award, this provision shall be reformed to provide that all of the Award shall be paid out on the day following the six month anniversary of your termination of employment. Upon your voluntary or involuntary termination of employment for any reason prior to completing three years of service, all restricted stock units not yet vested at the time of termination will be immediately forfeited.

4. 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. If the continuing entity does not so continue or replace this Award, or if you experience a “qualifying termination”, the Restriction Period will lapse with respect to all units not vested at the time of the Change in Control or your termination (as applicable), and all units will vest immediately. “Change in Control” and “qualifying termination” shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.

5. This Award cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to vesting. Any attempt to transfer your rights in this Award prior to vesting will result in the immediate forfeiture of the units.

---

6. You will not receive dividends or dividend units on the awarded units. With respect to the awarded units, you are not a shareholder and do not have any voting rights.

7. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock. Partial shares, if any, will be paid in cash.

You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before November 4, 2005, or the Award will be forfeited. Return your executed Agreement to: Linda VanDeventer, OfficeMax Incorporated, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2463.

OfficeMax Incorporated	Awardee
By: /s/ Matt Broad	By: /s/ Don Civgin

Exhibit 10.3

OFFICEMAX INCORPORATED
Nonstatutory Stock Option Award Agreement

This Nonstatutory Stock Option Award (the “Award”), is granted October 4, 2005 (the “Award Date”), by OfficeMax Incorporated (“OfficeMax”) to Don Civgin (“Awardee” or “you”) pursuant to the 2003 OfficeMax Incentive and Performance Plan (the “Plan”) and the following terms of this agreement (the “Agreement”):

1. 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.

2. You are hereby awarded a nonstatutory stock option to purchase up to 50,200 shares of Stock at a price of $30.70 per share (the “Grant Price”).

3. On each of the first three anniversaries of the Award Date, if you are then employed with OfficeMax, the Option shall become exercisable with respect to one-third of the shares of Stock subject to the Option. If you terminate employment for any reason before the third anniversary of the Award Date, any portion of the Option which is not then exercisable pursuant to this section 3 will be forfeited upon your termination of employment.

4. The Option must be exercised on or before the earliest of the following:

   (a) the tenth anniversary of the Award Date;
   (b) five years after your termination of employment as a result of your retirement (after attaining age 55 and completing 10 years of service with OfficeMax), death, or total and permanent disability, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 8 below);
   (c) three months after your termination of employment for any other reason, subject to paragraph 5.

5. The Option shall be canceled immediately if you are terminated for “disciplinary reasons,” as that term is defined in the Executive Officer Severance Pay Policy (or any successor policy).

6. In the event of a Change in Control prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of 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. If the continuing entity does not so continue or replace this Award, or if you experience a “qualifying termination”, the Option shall become fully vested and exercisable immediately upon the Change in Control, or, in the case of your termination, upon the date of termination. “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. You may exercise the Option upon notice and payment of the Grant Price by any of the following methods, unless disallowed by law:

   (a) broker assisted exercise;
   (b) Stock already owned by you; or
   (c) cash.

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

8. “Competitor” means any business, foreign or domestic, which is engaged, at any time relevant to the provisions of this Agreement, in the sale or distribution of products, or in the provision of services in competition with the products sold or distributed or services provided by OfficeMax or any subsidiary, partnership, or joint venture of OfficeMax. The determination of whether a business is a Competitor shall be made by OfficeMax’s General Counsel, in his or her sole discretion. “Employment with a Competitor” means providing significant services as an employee or consultant, or otherwise rendering services of a significant nature for remuneration, to a Competitor.

You must sign this Agreement and return it to OfficeMax’s Compensation Department on or before October 31, 2005, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2460.

OfficeMax Incorporated	Awardee
By: /s/ Matt Broad	By: /s/ Don Civgin

OFFICEMAX INCORPORATED
NONDISCLOSURE AND NONCOMPETITION AGREEMENT

THIS AGREEMENT is made as of this 3rd day of October, 2005 by and between OfficeMax Incorporated, a Delaware corporation ("OfficeMax"), which term includes any and all affiliates and subsidiaries), and Don Civgin (the "Employee").

In consideration of the mutual covenants contained herein, including without limitation OFFICEMAX's employing Employee, OFFICEMAX providing Employee with OFFICEMAX's confidential information and trade secrets, OFFICEMAX providing training to Employee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Confidential Information/Trade Secrets</u>. OFFICEMAX shall provide Employee with certain OFFICEMAX confidential information and trade secrets ("Confidential Information"). Confidential Information includes, without limitation, the names, addresses, price lists, purchasing histories and requirements of customers and potential customers; location, region, and company financial reports, sales and service manuals and bulletins; cost information and patterns; floor plans and drawings of facilities; marketing strategies; acquisition and expansion plans; and other similar information. Confidential Information shall also include, without limitation, all letters, memoranda, notes, tables, spreadsheets, and other similar documents, whether in hard-copy or electronic form, created or generated by or on behalf of Employee using the information, or any part thereof, described in the previous sentence. Employee recognizes that such information is the confidential information and trade secrets of OFFICEMAX, and agrees not to divulge such information to any person, firm, or institution except as such disclosure is necessary to discharge his duties to the Company. Further, upon termination of employment with OFFICEMAX, Employee will continue to treat Confidential Information as private and privileged, and will not, either for Employee's own purposes or as an employee of or for the benefit of any other entity or person, use such information or disclose it to any person, firm, or institution.

2. <u>Return of Property</u>. On termination of Employee's employment with OFFICEMAX, Employee will immediately surrender to OFFICEMAX, in good condition, all (a) Confidential Information; and (b) all letters, notes, memoranda, program design specifications, and all other similar items which relate to customers or potential customers of OFFICEMAX that Employee obtained from OFFICEMAX files or databases, are supplied to Employee by OFFICEMAX, or generated by Employee from OFFICEMAX data and that are in Employee's possession, custody, or control wherever located including all reproductions or copies of such materials, whether in hard-copy or electronic form; and (c) and all tangible property of OFFICEMAX, including but not limited to computers, handheld electronic devices, cellular telephones, briefcases, samples, merchandise, and furniture.

3. <u>Noncompetition</u>. In exchange for OFFICEMAX's employment of Employee, and its agreement to provide Employee Confidential Information and senior executive separation benefits under certain circumstances as agreed, for a period of 12 months after termination of Employee's employment with OFFICEMAX, whether such termination is voluntary or involuntary (or for a period of 12 months after a final judgment or injunction enforcing this covenant), Employee agrees not to, directly as an employee or indirectly as a consultant or contractor,

---

without the prior written consent of OFFICEMAX, be employed in the same or similar capacity as Employee was employed by OFFICEMAX immediately prior to termination of his or her employment, by another business entity or person whose principal activity is the sale or distribution of office supplies, office furniture, computer consumables or related office products or services, in the Territory (as defined below). For purposes hereof, the Territory shall be all of North America.

In agreeing to this restriction, Employee specifically acknowledges the substantial value to OFFICEMAX of Confidential Information and Employee's intimate knowledge of OFFICEMAX's business and agrees that such constitutes goodwill and a protectable interest of OFFICEMAX.

4. <u>Non-Solicitation</u>. In addition to the foregoing and not in limitation thereof, for all periods beginning upon the date hereof and ending two years from the date of Employee's termination of employment with OFFICEMAX for whatever reason, Employee agrees that he/she shall not directly or indirectly, for Employee's benefit or on behalf of any other party (other than OFFICEMAX):

(a) solicit or attempt to solicit any customer of OFFICEMAX for the purpose of selling or distributing office supplies, office furniture, computer consumables or related office products or services. For purposes hereof, a customer of OFFICEMAX shall mean any person or business to whom OFFICEMAX sold or distributed office supplies, office furniture, computer consumables or related office products and services during the last two years Employee was employed by OFFICEMAX.

(b) solicit or discuss potential employment opportunities with any employee of OFFICEMAX (other than for opportunities with OFFICEMAX) or induce or attempt to induce any employee of OFFICEMAX to leave the employ of OFFICEMAX, or in any way interfere with the relationship between OFFICEMAX and any employee thereof without the prior express written consent of OFFICEMAX.

(c) offer, hire or cause to be offered or hired any person who was employed by OFFICEMAX at any time during the 12 months prior to the termination of Employee's employment with OFFICEMAX.

(d) induce or attempt to induce any supplier, or other business relation of OFFICEMAX to cease doing business with OFFICEMAX or in any way interfere with the relationship between any such supplier or business relation and OFFICEMAX (including without limitation making any negative statements or communications about OFFICEMAX).

5. <u>Non-Disparagement</u>. Employee agrees that during and after his employment with the Company he shall not make any public statements that disparage the Company, its respective affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 5.

6. <u>Severability</u>. In case any one or more of the terms contained in Section 3, in subsections (a), (b), (c), or (d) of Section 4, or Section 5 shall for any reason become invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other terms herein, but such terms shall be deemed deleted and such deletion shall not affect the

validity of the other terms of this Agreement. In addition, if any one or more of the terms contained in Section 3, in subsections (a), (b), (c), or (d) of Section 4, or Section 5 shall for any reason be held by a court of competent jurisdiction to be excessively broad or unreasonable with regard to duration, scope, or area, the terms shall be construed in a manner to enable it to be enforced to the maximum extent permitted by applicable law, and any such court shall have the power to modify such term.

7. Enforcement. Employee understands that the breach of this Agreement will cause immediate, irreparable, and immeasurable injury to OFFICEMAX, and therefore agrees that in addition to any other rights OFFICEMAX has in order to enforce this Agreement, OFFICEMAX shall be entitled to injunctive relief without bond or other security by any competent court to enjoin and restrain the breach of this Agreement.

8. Employment-at-Will. This Agreement is not intended to modify the at-will relationship between OFFICEMAX and Employee, nor does it create an employment contract between OFFICEMAX and Employee. Employee's employment with OFFICEMAX is at-will. This means that both Employee and OFFICEMAX are free to terminate the employment relationship within such party's discretion at any time. No supervisor or other company representative, except the Senior Vice President of Human Resources, has the authority to alter this relationship and then only if the agreement is in writing, signed by both parties, and is specific to Employee. Employee should never interpret any company representative's or supervisor's remarks as a guarantee of continued employment. Nothing herein alters this at-will relationship.

9. Assignment. This Agreement shall be freely assignable by OFFICEMAX.

10. Attorneys' Fees. In the event OFFICEMAX utilizes the services of in-house or outside attorneys for the purposes of enforcing any of the provisions of this Agreement, OFFICEMAX shall be entitled to recover its attorneys' fees, costs, and expenses of such enforcement efforts, in addition to all damages and other remedies recoverable by OFFICEMAX.

11. Survival. Any respective obligations of OFFICEMAX or Employee hereunder which by their nature would continue beyond termination or resignation of Employee's employment with OFFICEMAX will survive such termination or resignation.

12. Modification. This Agreement may not be modified orally, but only by a writing signed by the party against whom enforcement of any such modification is sought.

13. Integration. This Agreement expresses the entire agreement and understanding of the parties and supersedes all prior, and contemporaneous oral, agreements, commitments, and understandings pertaining to the subject matter hereof.

14. Waiver. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement will not be construed to be a waiver of such provisions or of its right thereafter to enforce such provision and each and every provision thereafter.

---

15. Governing Law. For enforcement purposes, this Agreement shall be governed and construed according to the laws of the state of Illinois, without giving effect to any conflict of laws provisions.

EMPLOYEE HAS READ THIS AGREEMENT and signs it with the understanding that the terms contained herein are a condition of Employee's employment with OFFICEMAX and (1) control Employee's use of certain information and know-how during and after his/her employment with OFFICEMAX, (2) restrict Employee's employment opportunities upon termination of his/her employment with OFFICEMAX, and (3) restrict Employee's ability to solicit customers, employees and suppliers of OFFICEMAX.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OFFICEMAX INCORPORATED	EMPLOYEE
By: /s/ Matt Broad	By: /s/ Don Civgin
Its: EVP	Don Civgin