
**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: July 29, 2013
Date of earliest event reported: July 23, 2013**

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.)

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

On July 23, 2013, Ms. Deborah A. O'Connor was promoted to the role of Interim Chief Financial Officer, effective August 7, 2013. Ms. O'Connor, 50, was elected Senior Vice President and Chief Accounting Officer of OfficeMax Incorporated (the "Company") in July 2008. Prior to that, she served as senior vice president and controller of the ServiceMaster Company, one of the world's largest residential services networks, from December 1999 to December 2007.

In connection with this promotion, the Executive Compensation Committee of the Company's Board of Directors approved an increase in Ms. O'Connor's annual base salary to \$400,000 effective August 7, 2013, a one-time bonus of \$100,000 and a grant of 10,000 time-based restricted stock units ("RSUs").

The one-time bonus was granted pursuant to a Retention Bonus Agreement dated July 24, 2013 (the "Bonus Agreement") and will vest (i) 50% on the earlier of March 31, 2014 or the closing of the Company's proposed merger with Office Depot, Inc. (the "Closing"), and (ii) 50% on the earlier of June 30, 2014 or the date that is six months after the Closing.

The Bonus Agreement provides that Ms. O'Connor must be employed by the Company in order for the bonus to vest, subject to exceptions in certain circumstances including involuntary termination qualifying her for severance under a Company plan, death or disability. In the event of involuntary termination qualifying her for severance under a Company plan, death or disability, the bonus will vest at that time. Bonus payments are to be made as soon as practical after the vesting dates. The Bonus Agreement includes a non-solicitation and non-compete clause that states that, beginning on the date of the Bonus Agreement and ending one year after terminating employment with the Company, Ms. O'Connor will not (i) employ or solicit for employment any person who is, or was within six months prior to her 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 she had responsibility during her 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. The Bonus Agreement states that violation of the non-solicitation and non-compete clause will result in forfeiture of the bonus and the Company may recover any bonus amount already paid. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Bonus Agreement, the form of which is included as Exhibit 99.1 to this filing and incorporated by reference.

The time-based RSUs were granted under the Company's 2013 long-term incentive plan pursuant to a Restricted Stock Unit Award Agreement – Time Based dated July 24, 2013, the form of which was previously filed as Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q for the period ended March 30, 2013. A description of the material terms of the RSUs are set forth in the Company's Proxy Statement filed March 19, 2013 under the heading "2013 Long-Term Incentive Plan; Performance-Based RSUs and Time-Based RSUs" and is incorporated by reference.

Item 8.01 Other Events

On July 24, 2013, the Company issued a press release regarding Ms. O'Connor's promotion. A copy of the press release was attached as Exhibit 99.1 to the Company's Current Report on Form 8-K filed July 24, 2013 and is incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

99.1 Form of Retention Bonus Agreement

Forward-Looking Statements

Certain statements made in this document and other written or oral statements made by or on behalf of OfficeMax and Office Depot constitute "forward-looking statements" within the meaning of the federal securities laws, including statements regarding both companies' future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future. OfficeMax and Office Depot cannot guarantee that the macroeconomy will perform within the assumptions underlying their respective projected outlook; that their respective initiatives will be successfully executed and produce the results underlying their respective expectations, due to the uncertainties inherent in new initiatives, including customer acceptance, unexpected expenses or challenges, or slower-than-expected results from initiatives; or that their respective actual results will be consistent with the forward-looking statements and you should not place undue reliance on them. In addition, forward-looking statements could be affected by the following additional factors, among others, related to the business combination: the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement or the failure to satisfy closing conditions; the ability to obtain regulatory approvals or third-party approvals for the transaction and the timing and conditions for such approvals; the risk that the synergies from the transaction may not be realized, may take longer to realize than expected, or may cost more to achieve than expected; disruption from the transaction making it more difficult to maintain relationships with customers, employees or suppliers; the ability to successfully integrate the businesses; unexpected costs or unexpected liabilities that may arise from the transaction, whether or not consummated; the inability to retain key personnel; future regulatory or legislative actions that could adversely affect OfficeMax and Office Depot; and business plans of the customers and suppliers of OfficeMax and Office Depot. The forward-looking statements made herein are based on current expectations and speak only as of the date they are made. OfficeMax and Office Depot undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of future events, new information or otherwise. Important factors regarding OfficeMax and Office Depot that may cause results to differ from expectations are included in the companies' respective Annual Reports on Form 10-K for the year ended December 29, 2012, under 1A "Risk Factors", and in the companies' other filings with the SEC.

Additional Information and Where to Find it

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities in any jurisdiction in connection with the proposed merger of Office Depot with OfficeMax or

otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended. Office Depot has filed with the SEC a registration statement on Form S-4 that includes a definitive Joint Proxy Statement of Office Depot and OfficeMax that also constitutes a definitive prospectus of Office Depot. The registration statement was declared effective by the SEC on June 7, 2013. Office Depot and OfficeMax mailed the definitive Joint Proxy Statement/Prospectus to their respective shareholders in connection with the transaction on or about June 10, 2013. INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT OFFICE DEPOT, OFFICEMAX, THE TRANSACTION AND RELATED MATTERS. Investors and shareholders are able to obtain free copies of the definitive Joint Proxy Statement/Prospectus and other documents filed with the SEC by Office Depot and OfficeMax through the website maintained by the SEC at www.sec.gov. In addition, investors and shareholders are able to obtain free copies of the definitive Joint Proxy Statement/Prospectus and other documents filed by Office Depot with the SEC by contacting Office Depot Investor Relations at 6600 North Military Trail, Boca Raton, FL 33496 or by calling 561-438-7878, and are able to obtain free copies of the definitive Joint Proxy Statement/Prospectus and other documents filed by OfficeMax by contacting OfficeMax Investor Relations at 263 Shuman Blvd., Naperville, Illinois 60563 or by calling 630-864-6800.

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: July 29, 2013

OFFICEMAX INCORPORATED

By: /s/ Matthew R. Broad

Matthew R. Broad

Executive Vice President and General Counsel

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
99.1	Form of Retention Bonus Agreement

OFFICEMAX INCORPORATED
RETENTION BONUS AGREEMENT

This OfficeMax Performance-Based Retention Bonus Agreement (“Agreement”) is made and entered into by and between OfficeMax Incorporated (“OfficeMax” or “Company”) and (“Associate”) as of July 24, 2013.

WHEREAS, OfficeMax Incorporated has entered into a Merger Agreement with Office Depot, Inc. (“the Merger Agreement”) which, upon regulatory approval and the passage of other conditions, will close (“the Closing”), resulting in a merger of equals; and

WHEREAS, the Associate has business knowledge and expertise critical to a successful Closing and integration of the merging entities.

THEREFORE, in consideration of the reciprocal obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Potential Bonus. Associate will be eligible to receive a Potential Bonus of up to \$ (such dollar amount hereinafter referred to as the “Potential Bonus”), provided Associate agrees to the terms and conditions of this Agreement. The Potential Bonus is divided into two equal installments. The first installment is divided equally into time-based and performance-based portions, and the second installment is time-based. The agreed upon performance objectives for the performance-based portion shall be documented and form a part of this Agreement.

2. Vesting and Payment of the Potential Bonus. Associate’s entitlement to the Potential Bonus shall not vest until the following dates and in the following manner:

A. The first installment of the Potential Bonus shall vest on the earlier of (i) March 31, 2014, or (ii) Closing (the “First Vesting Date”), provided Associate is employed by OfficeMax on that date. In vesting, the performance-based portion may be adjusted based on Associate’s performance against agreed upon objectives prior to the Closing, as assessed by the Company in its sole and absolute discretion. Any portion of the Potential Bonus that does not vest based on this performance adjustment shall be cancelled.

B. The remainder of the Potential Bonus shall vest on the earlier of (i) the six-month anniversary of the Closing, or (ii) June 30, 2014 (the “Second Vesting Date”), provided Associate is employed by OfficeMax on that date.

The Bonus shall be paid in cash (subject to applicable deductions for income and employment taxes) as soon as possible after each installment vests and in no event later than two and one-half months after such vesting. In no event shall the performance-based adjustment cause the Potential Bonus to exceed the full amount of the Potential Bonus.

If prior to the First Vesting Date or to the Second Vesting Date the Associate’s employment with the Company is terminated involuntarily by the Company for any reason other than the reason set forth in Section 3 below or voluntarily by the Associate for any reason, any unvested portion of the Potential Bonus shall be immediately cancelled and forfeited.

3. Involuntary Termination of Employment or Termination Due to Death or Total and Permanent Disability Prior to Vesting Date(s). If, prior to the First Vesting Date, (i) Associate’s employment is involuntarily terminated for reasons which qualify Associate for payment of severance under a Company severance plan or policy (or which would qualify Associate for payment of severance under a Company severance plan or policy as of the date of this Agreement) or (ii) Associate’s employment is terminated due to Associate’s death or total and permanent disability, then the full amount of the Potential Bonus, without any adjustment based on performance, shall immediately vest and be payable as soon as practical but in no event later than two and one-half months after the termination date. If, after the First Vesting Date but prior to the Second Vesting Date, (i) Associate’s employment is involuntarily terminated for reasons which qualify Associate for payment of severance under a Company severance plan or policy (or which would qualify Associate for payment of

severance under a Company severance plan or policy as of the date of this Agreement) or (ii) Associate's employment is terminated due to Associate's death or total and permanent disability, then the full amount of the unvested remainder of the Potential Bonus, without any adjustment based on performance, shall immediately vest and be payable as soon as practical but in no event later than two and one-half months after the termination date. Any amounts due under this Section 3 are contingent upon appropriate documentation, such as, in the case of section 3(a)(i), Associate executing the Company's customary release of claims agreement in favor of the Company, its officers, directors, employees/associates, agents, affiliate entities, successors and assigns.

4. Successors and Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of OfficeMax. Associate shall have no right to assign this Agreement, it being personal to the Associate.
5. Non-Exclusivity of Rights. Nothing in this Agreement shall restrict or limit Associate's continuing or future entitlement or participation in any plan, program, practice, benefit or policy provided by the Company for which Associate qualifies, nor shall this Agreement in any respect limit or otherwise affect any rights Associate may have under any other contract or agreement with the Company.
6. Section 409A. Any payment pursuant to this Agreement is intended to constitute a payment pursuant to the "short-term deferral" exception under Code Section 409A, and this Agreement shall be interpreted consistent with this intent. To the extent applicable, this Agreement shall at all times be operated in accordance with the requirements of Code Section 409A, including any applicable exceptions. The Company shall have authority to take action, or refrain from taking action, with respect to the payments and benefits under this Agreement, that is reasonably necessary to comply with Code Section 409A, including but not limited to delaying a payment pursuant to the six-month deferral rule should (i) the Associate be a "specified employee" within the meaning of Code Section 409A and (ii) the Company make a good faith determination that any amount payable pursuant to this Agreement constitutes nonqualified deferred compensation for purposes of Code Section 409A.
7. Confidentiality. Because the number of associates to whom a retention agreement may be offered is very limited, the terms and conditions of this Agreement shall be kept strictly confidential at all times and Associate shall make no disclosure of its terms to anyone except as expressly authorized by this Agreement. Associate further acknowledges and agrees that this confidentiality provision is an essential and material term of this Agreement. Associate agrees not to disclose directly or indirectly to any third person: (i) the terms of this Agreement, or (ii) the existence of this Agreement, except to the extent disclosure is made to Associate's spouse or to obtain legal, accounting or financial advice. In the event that Associate violates this provision of confidentiality, OfficeMax's obligations under this Agreement shall immediately terminate.
8. Non-Solicitation and Non-Compete. Without limiting or otherwise impacting any other agreement or obligation regarding a restrictive covenant and to the maximum extent allowable under applicable state law, for the period beginning on the date of this Agreement and ending one year following Associate's termination of employment with the Company (or its successor), Associate will not (i) directly or indirectly employ, recruit or solicit for employment any person who is (or was within six (6) months prior to Associate's employment termination date) an employee of OfficeMax, an affiliate, subsidiary or successor; or (ii) commence Employment with a Competitor in a substantially similar capacity to any position Associate held with the Company during the last twelve (12) months of Associate's employment with the Company and having the responsibility with the same geographic area(s) for which Associate had responsibility during the last twelve (12) months of Associate's employment with Company. If Associate violates the terms of this Section 8 at any time, Associate will forfeit, as of the first day of any such violation, all right, title and interest to the Potential Bonus, whether vested and paid or not. The Company shall be entitled to repayment of any amount of the Potential Bonus that had been paid, together with reimbursement of any fees and expenses (including attorneys' fees) incurred by or on behalf of the Company in enforcing its rights under this Section 8. As a condition of this Agreement, to the extent permitted by law, Associate consents to a deduction from any amounts the Company, an affiliate, subsidiary, or successor owes to Associate (including wages or other compensation, fringe benefits, or vacation pay, as well as other amounts owed to Associate), to the extent of any amounts that Associate owes to the Company under this Section 8. If OfficeMax does not recover by means of set-off the full amount owed to OfficeMax, the Associate agrees 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 significant nature for remuneration, to a Competitor, as determined by OfficeMax's General Counsel, in his or her sole and complete discretion.
9. No Modification of At Will Relationship. This Agreement is not intended to nor does it modify the at-will relationship between OfficeMax and Associate. It does not create an employment contract or agreement between OfficeMax and Associate.
 10. Invalidity of Any Provision. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement, or their remaining portions, will nevertheless continue with full force and effect, and Associate agrees that a court of competent jurisdiction will have jurisdiction to reform such provision to the extent necessary to cause it to be enforceable to the maximum extent permitted by law, and Associate agrees to be bound by such reformation.
 11. Waiver/Amendment. The failure of OfficeMax to enforce any provision of this Agreement will not be construed as a waiver of any such provision, nor will such failure prevent OfficeMax thereafter from enforcing such provision or any other provision of this Agreement. This Agreement may not be amended except in a writing signed by both parties.
 12. Controlling Law. The laws of the state of Delaware (without regard to any state's conflict of laws rules) shall be controlling in all matters relating to this Agreement. Associate irrevocably submits to venue and exclusive personal jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, or the state courts of DuPage County, Illinois, for any dispute arising out of this Agreement, and waives all objects to jurisdiction and venue of such courts.
 13. Period for Acceptance. Associate must sign this Agreement and return it sealed in the enclosed addressed envelope to **Dave Halleck**, Human Resources no later than _____, **2013**, in order for this Agreement to become effective. If this Agreement is not received by such date, OfficeMax's offer set forth herein automatically is withdrawn as of that date. Due to the confidentiality of this Agreement do not fax or email this document.

OfficeMax Incorporated

Steve Parsons
Executive Vice President,
Chief Human Resources Officer

Associates Printed Name: _____

Associates Signature: _____

Date: _____