

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8**  
REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933

**BOISE CASCADE CORPORATION**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**82-0100960**  
(I.R.S. Employer Identification No.)

**1111 West Jefferson Street P.O. Box 50 Boise, Idaho**  
(Address of principal executive offices)

**83728-0001**  
(Zip Code)

**OFFICEMAX, INC. SAVINGS PLAN  
OFFICEMAX, INC. EXECUTIVE SAVINGS DEFERRAL PLAN II**  
(Full title of the plans)

**JOHN W. HOLLERAN**  
**Senior Vice President, Human Resources, and General Counsel**  
**Boise Cascade Corporation**  
**P.O. Box 50**  
**Boise, Idaho 83728-0001**  
(Name and address of agent for service)

**208/384-6161**  
(Telephone number, including area code, of agent for service)

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
<b>OfficeMax, Inc. Savings Plan</b>				
Common Stock, \$2.50 par value	500,000 shares(1)	\$31.39(2)	\$15,695,000	\$1,988.56
Common Stock Purchase Rights(3)	500,000 shares	N/A	N/A	N/A
<b>OfficeMax, Inc. Executive Savings Deferral Plan II</b>				
Deferred Compensation Obligations(4)	N/A	100%(5)	\$250,000	\$31.68

- (1) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, as amended, this registration statement also covers an indeterminate number of interests to be offered or sold pursuant to the OfficeMax, Inc. Savings Plan, as amended (the "Savings Plan").
- (2) Estimated solely for the purposes of calculating the registration fee, computed pursuant to Rules 457(c) and (h) under the Securities Act of 1933 on the basis of the average of the high and low sales prices of a share of Boise common stock, \$2.50 par value, as reported on the New York Stock Exchange—Composite Transactions System on March 15, 2004.
- (3) The Common Stock Purchase Rights are evidenced by certificates for shares of common stock and automatically trade with the common stock.
- (4) The Deferred Compensation Obligations are unsecured obligations of OfficeMax, Inc., Boise's wholly owned subsidiary, to pay deferred compensation in the future in accordance with the terms of the OfficeMax, Inc. Executive Savings Deferral Plan II (the "Deferral Plan").
- (5) Estimated solely for the purposes of calculating the registration fee, computed pursuant to Rule 457(h).

**Part I**  
**Information Required in the Section 10(a) Prospectus**

The SEC permits us to omit from this registration statement the information required under Item 1 (Plan Information) and Item 2 (Registrant Information and Employee Plan Annual Information) of Form S-8. We deliver documents containing this information to our plan participants in accordance with Rule 428 under the Securities Act of 1933.

**Part II**  
**Information Required in the Registration Statement**

*Item 3. Incorporation of Documents by Reference*

The SEC allows us to "incorporate by reference" the information we file with them. This means we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered part of this registration statement, and later information filed with the SEC will update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14, and 15(d) of the Securities Exchange Act of 1934:

1. Annual Report on Form 10-K for the year ended December 31, 2003, filed with the SEC on March 2, 2004;
2. Definitive Proxy Statement dated March 8, 2004, filed with the SEC on March 2, 2004, and used in connection with the Annual Meeting of Shareholders to be held on April 15, 2004;
3. The description of the company's common stock which appears on pages 19 to 22 of its Registration Statement on Form 10 filed with the SEC on April 5, 1965, and in the amendments thereto on Form 8 dated May 24, 1965, and March 4, 1986; and
4. The description of the company's Common Stock Purchase Rights contained in the Form 8-A filed by the company on November 25, 1998, and any amendment or report filed with the SEC relating to the company's rights agreement.

The Savings Plan hereby incorporates by reference its Annual Report on Form 11-K for the year ended December 31, 2002, as filed on June 27, 2003, with the SEC pursuant to the Securities Exchange Act of 1934.

You may request a copy of these filings, at no cost, by contacting us at the following:

Investor Relations Department  
Boise Cascade Corporation  
P.O. Box 50  
Boise, Idaho 83728-0001  
208/384-6390  
e-mail: bcweb@bc.com

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*Item 4. Description of Securities*

The following description of the Deferred Compensation Obligations registered under this registration statement is qualified by reference to the Deferral Plan. A copy of the Deferral Plan is filed as Exhibit 4.2 to this registration statement.

The Deferral Plan provides eligible employees the opportunity to elect to defer compensation. The Deferred Compensation Obligations will be unsecured general obligations of OfficeMax, Inc. ("OfficeMax") to pay deferred compensation and matching contributions to participants in the future in accordance with the terms of the Deferral Plan. As such, these Deferred Compensation Obligations will in all events remain subject to the claims of OfficeMax's general creditors. The Deferred Compensation Obligations will be payable from the general assets of OfficeMax; provided, however, that if OfficeMax has established a trust to fund all or any part of the benefits under the Deferral Plan, payments by the trust will be made only to the extent there are assets in the trust and any payment due under the Deferral Plan that is not paid by the trust will be paid by OfficeMax from its general assets. OfficeMax is not required to establish a trust. OfficeMax has, however, currently established a trust and appointed Reliance Trust Company as the trustee.

The amount of compensation to be deferred by each participant will be determined based on elections made by the participant in accordance with the terms of the Deferral Plan. The Deferred Compensation Obligations will be payable on the date or dates, and in the manner, selected by each participant in accordance with the terms of the Deferral Plan. OfficeMax will credit to the participant's account an amount equal to OfficeMax's matching contribution as determined in accordance with the terms of the Deferral Plan. A participant will be vested in OfficeMax's matching contributions in varying percentages over a three-year period in accordance with the terms of the Deferral Plan. A participant is always one hundred percent vested in all amounts of deferred compensation credited to his or her account.

The compensation deferred and matching contributions under the Deferral Plan will accrue earnings as if held in the funds that the participant has selected under the Deferral Plan. The investment funds generally mirror the funds available under the Savings Plan. Although the participant's deferred compensation is not actually invested in the investment funds, the returns on the deferred compensation will be calculated as if it was actually held in the investment funds. One of the investment options under the Savings Plan is the Boise Common Share Fund, pursuant to which funds are invested in common stock. A participant's account will be credited quarterly, or more frequently as determined by the committee designated by the board of directors to administer the Deferral Plan, to reflect the investment return on the deferred compensation and matching contributions based on the participant's elections.

Prior to the applicable payment date or dates elected by the participant, and without considering the effect of any change in control or termination pursuant to the terms of the Deferral Plan, the Deferred Compensation Obligations are not subject to redemption, either in whole or in part, at the option of OfficeMax or through operation of a mandatory or optional sinking fund or analogous provision.

The Deferred Compensation Obligations are not convertible into any security of Boise or OfficeMax. The Deferred Compensation Obligations will not have the benefit of a negative pledge or any other affirmative or negative covenant on the part of OfficeMax. No trustee has been appointed having the authority to take action on behalf of the participants, and each participant will be responsible for acting independently with respect to, among other things, the making of elections and giving of notices.

No amounts payable under the Deferral Plan may be assigned, pledged, mortgaged, or hypothecated, and, to the extent permitted by law, no such amounts are subject to legal process or attachment for the payment of any claims against any person entitled to receive the payments.

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OfficeMax's board of directors has the right to amend or terminate the Deferral Plan at any time. A participant's accrued benefits at the time of any amendment, suspension, or termination of the Deferral Plan cannot be reduced.

*Item 5. Interests of Named Experts and Counsel*

The consolidated balance sheets of the company and its subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of income (loss), shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2003, have been incorporated herein by reference to the company's Annual Report on Form 10-K for the year ended December 31, 2003, in reliance upon the report of KPMG LLP, independent accountants, which is also incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

KPMG's report refers to the adoption of Statement of Financial Accounting Standards (SFAS) No. 143 and No. 148, Financial Accounting Standards Board's (FASB) Emerging Issues Task Force Issue No. 02-16, and FASB Interpretation No. 46, as revised, effective in 2003. KPMG's report also refers to the adoption of SFAS No. 142, effective in 2002.

The statement of net assets available for plan benefits of the Savings Plan as of December 31, 2002, and the related statement of changes in net assets available for plan benefits for the year ended December 31, 2002, and supplemental schedules have been incorporated herein by reference to the Savings Plan's Annual Report on Form 11-K for the year ended December 31, 2002, in reliance upon the report of KPMG LLP, independent accountants, which is also incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The legality of the issuance of the Common Stock is being passed upon for us by John W. Holleran, our Senior Vice President, Human Resources, and General Counsel. As of February 27, 2004, Mr. Holleran was the beneficial owner of 65,573.2546 shares of our common stock and 1,282.8438 shares of our Convertible Preferred Stock, Series D, in the Employee Stock Option Plan. Mr. Holleran holds options to purchase shares of our common stock under a company stock option plan and holds stock units under the 2001 Key Executive Deferred Compensation Plan.

*Item 6. Indemnification of Directors and Officers*

Section 145 of the Delaware General Corporation Law authorizes the company to indemnify its directors and officers under specified circumstances. Our Restated Certificate of Incorporation and Bylaws provide that we shall indemnify, to the extent permitted by Delaware law, our directors, officers, and employees against liabilities (including expenses, judgments, and settlements) incurred by them in connection with any actual or threatened action, suit, or proceeding to which they are or may become parties and which arises out of their status as directors, officers, or employees. The company has agreements with each director to indemnify him or her to the fullest extent permitted by Delaware law.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors and officers pursuant to the above provisions, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933. These provisions are, therefore, unenforceable.

Our directors and officers are insured, under insurance policies maintained by the company, against expenses incurred in the defense of actions, suits, or proceedings and certain liabilities that might be imposed as a result of such actions, suits, or proceedings, to which they are parties by reason of being or having been directors or officers.

*Item 7. Exemption from Registration Claimed*

Not applicable.

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*Item 8. Exhibits*

Required exhibits are listed in the Index to Exhibits and are incorporated by reference.

*Item 9. Undertakings*

Boise hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) Not applicable.
  - (ii)

Not applicable.

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
  
2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
  
4. Not applicable.
  
5. Boise hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of Boise's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  
6. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of Boise pursuant to the foregoing provisions, or otherwise, Boise has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Boise of expenses incurred or paid by a director, officer, or controlling person of Boise in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, Boise will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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*Power of Attorney*

Each person whose signature appears below appoints George J. Harad and John W. Holleran, and each of them severally, acting alone and without the other, his true and lawful attorney-in-fact with authority to execute in the name of each such person and to file with the Securities and Exchange Commission, together with any exhibits and other documents, any and all amendments (including post-effective amendments) to this registration statement necessary or advisable to enable the company to comply with the Securities Act of 1933, as amended, and any rules, regulations, and requirements of the Securities and Exchange Commission in respect thereof, which amendments may make such other changes in the registration statement as the aforesaid attorney-in-fact executing the same deems appropriate.

*Signatures*

Pursuant to the requirements of the Securities Act of 1933, Boise certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Boise, state of Idaho, on March 16, 2004.

BOISE CASCADE CORPORATION

By           /s/ GEORGE J. HARAD          

George J. Harad  
Chairman of the Board and  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on March 16, 2004.

Signature	Title
<u>          /s/ GEORGE J. HARAD          </u> George J. Harad	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)
<u>          /s/ THEODORE CRUMLEY          </u> Theodore Crumley	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>          /s/ THOMAS E. CARLILE          </u>	Vice President and Controller

Signature	Title
/s/ GEORGE J. HARAD	Director
George J. Harad	
/s/ CLAIRE S. FARLEY	Director
Claire S. Farley	
/s/ RAKESH GANGWAL	Director
Rakesh Gangwal	
/s/ RICHARD R. GOODMANSON	Director
Richard R. Goodmanson	
/s/ EDWARD E. HAGENLOCKER	Director
Edward E. Hagenlocker	
/s/ DONALD S. MACDONALD	Director
Donald S. Macdonald	
/s/ GARY G. MICHAEL	Director
Gary G. Michael	
/s/ A. WILLIAM REYNOLDS	Director
A. William Reynolds	
/s/ FRANCESCA RUIZ DE LUZURIAGA	Director
Francesca Ruiz de Luzuriaga	
/s/ JANE E. SHAW	Director
Jane E. Shaw	
/s/ FRANK A. SHRONTZ	Director
Frank A. Shrontz	
/s/ CAROLYN M. TICKNOR	Director
Carolyn M. Ticknor	
/s/ WARD W. WOODS, JR.	Director
Ward W. Woods, Jr.	

Dated: March 16, 2004

**Pursuant to the requirements of the Securities Act of 1933, the OfficeMax, Inc. Savings Plan has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, and the State of Illinois, on March 16, 2004.**

OFFICEMAX, INC.  
SAVINGS PLAN

By: /s/ JEFF JOHNSON

Title: Vice President, Compensation, Benefits & HRIS

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Number	Description
4.1*	OfficeMax, Inc. Savings Plan, as amended
4.2*	OfficeMax, Inc. Executive Savings Deferral Plan II
5*	Opinion of John W. Holleran, Senior Vice President, Human Resources, and General Counsel
	Registrant has a determination letter dated December 4, 2003, for the OfficeMax, Inc. Savings Plan which predates the acquisition of OfficeMax, Inc. by a subsidiary of Registrant and related amendments to the Savings Plan. Registrant will submit the OfficeMax, Inc. Savings Plan, as amended, to the Internal Revenue Service in a timely manner and will make all changes required by the IRS in order to maintain the tax-qualified status of the Savings Plan.
23.1*	Independent Accountants' Consent
23.2*	Independent Accountants' Consent
23.3*	Consent of Counsel (included in Exhibit 5)
24*	Power of Attorney (included on signature page)

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\* Filed with this Form S-8

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## QuickLinks

[Part I Information Required in the Section 10\(a\) Prospectus](#)

[Part II Information Required in the Registration Statement](#)

[Item 3. Incorporation of Documents by Reference](#)

[Item 4. Description of Securities](#)

[Item 5. Interests of Named Experts and Counsel](#)

[Item 6. Indemnification of Directors and Officers](#)

[Item 7. Exemption from Registration Claimed](#)

[Item 8. Exhibits](#)

[Item 9. Undertakings](#)

[Power of Attorney](#)

[Signatures](#)

[INDEX TO EXHIBITS Filed with Registration Statement on Form S-8](#)

The OfficeMax, Inc. Savings Plan  
(Amended and Restated Effective November 1, 1997)

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**INTRODUCTION**

OfficeMax, Inc. (the "Company") hereby amends and restates The OfficeMax Inc. Savings Plan (the "Plan") for the benefit of its eligible employees effective November 1, 1997.

The continuing purpose of the Plan is to provide retirement security for eligible employees of the Employer by encouraging them to adopt a personal savings program and by permitting them to share in the contributions of the Employer. By amending and restating the Plan, the Company intends to implement various design changes and update the Plan to comply with recent legislation including the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act, the Small Business Job Protection Act of 1996 and the Taxpayer Relief Act of 1997.

The provisions of this amended and restated Plan shall be effective as of November 1, 1997 (the "Effective Date"), unless stated otherwise herein. Notwithstanding the foregoing Effective Date, certain changes shall be effective as of a date prior to or after the Effective Date; provided, however, that except as otherwise provided herein, this Plan shall be totally inapplicable in determining the rights and benefits of any former participant whose employment terminated prior to November 1, 1997, who does not become a participant in this Plan on or after November 1, 1997, but rather the rights and benefits of any such former participant shall be determined under, and shall be governed by, the terms of the prior Plan.

The OfficeMax, Inc. Savings Plan shall continue to be for the exclusive benefit of eligible employees. All provisions and terms of the Plan are intended to comply with Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and all regulations issued pursuant thereto so that the Plan may at all times constitute a qualified plan with tax-exempt status. The Plan is further designed to maintain a qualified cash or deferred arrangement under Section 401(k) of the Code.

2

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**ARTICLE I  
DEFINITIONS**

Terms capitalized in this Plan shall be given the meanings described in this Article I unless a different meaning is clearly required by the context. Any terms herein used in the masculine shall be read and construed in the feminine where they would so apply, and any terms used in the singular shall be read and construed in the plural if again so applicable.

- 1.01 "**Affiliate**" means any other employer which, together with the Company, is a member of a controlled group of corporations or of a commonly controlled trade or business (as defined in Code Sections 414(b) and (c) and as modified for purposes of Section 11.11, by Code Section 415(h)) or of an affiliated service group (as defined in Code Section 414(m)) or other organization described in Code Section 414(o).
- 1.02 "**Board of Directors**" means the Board of Directors of the Company.
- 1.03 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time and the regulations and rules promulgated thereunder.
- 1.04 "**Committee**" means the Savings Plan Committee as provided in Article VII.
- 1.05 "**Common Shares**" means whole and fractional shares of any class of common stock issued by the Company.
- 1.06 "**Company**" means OfficeMax, Inc., a corporation with its principal offices in Ohio, its successors and assigns.
- 1.07 "**Compensation**" for an associate employed in the United States or U.S. Virgin Islands means for any Plan Year, the Participant's W-2 pay received from the Employer, adjusted as follows. Compensation shall also include any amounts contributed to the Participant's Employee Contribution Account, or to a plan described in Code Section 125, pursuant to a salary reduction election for the Plan Year in question. Compensation shall not include expense reimbursements, cash or noncash fringe benefits, deferred compensation, moving expenses, and welfare benefits. Effective January 1, 1995, Compensation shall not include any bonus compensation.

Notwithstanding the foregoing, Compensation in any Plan Year shall not include any amounts in excess of \$200,000 (\$150,000 effective January 1, 1994), or such amount as adjusted in accordance with Code Section 401(a)(17). For the purposes of Sections 1.18, 1.32, 3.03 and 4.04, Compensation shall have the meaning attributed to it in Code Section 415(c)(3) and shall be determined without regard to Code Sections 125, 402(g)(3) and 402(h)(1)(B). In determining the Compensation of a Participant for purposes of this limitation, the rules aggregating certain family members as set forth in Section 1.18 below shall apply, except in applying such rules, the term "family" shall include only the spouse, and any lineal descendants of the Participant who have not attained age 19 before the close of the year. If, as a result of the application of such rules, the adjusted \$200,000 limitation is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this Section prior to the application of this limitation. Notwithstanding the foregoing provisions of this paragraph, effective for Plan Years beginning after January 1, 1997, the family member aggregation rules required by Sections 401(a)(17)(A) and 414(q)(6) of the Code shall be deleted from the Plan.

- 1.08 "**Date of Severance**" means the earliest of the following:

- (a) date of retirement from an Employer or an Affiliate;
- (b) date of voluntary termination of employment with an Employer or an Affiliate;

3

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- (c) date of discharge from an Employer or an Affiliate unless such Employee is subsequently reemployed and given pay back to the date of discharge;
  - (d) date of death;
  - (e) the first anniversary of a date of absence from active employment with an Employer or an Affiliate for any other reason; provided, however, that (i) the second anniversary of a date of absence from active employment with an Employer or an affiliate shall be used for an Employee who is absent by reason of a maternity or paternity absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (A) by reason of the pregnancy of the individual, (B) by reason of a birth of a child of the individual, (C) by reason of the placement of a child with the individual in connection with the adoption of the child by the individual, or (D) for purposes of caring for the child for a period beginning immediately following birth or placement.

1.09 "**Effective Date**" means November 1, 1997 for this amended and restated Plan.

1.10 "**Employee**" means any person employed by an Employer on a full-time or part-time basis other than a person:

- (a) who is hired on a temporary basis;
- (b) whose employment is governed by the terms of a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining; or
- (c) who is a "leased employee" of an Employer. Effective for Plan Years beginning prior to January 1, 1997, "leased employee" means any person, other than an Employee, who pursuant to an agreement between the Employer and any other person, has performed services for the Employer on a substantially full-time basis for a period of at least one year, and such services are of a type historically performed by employees in the business field of the Employer. Effective for Plan Years beginning on and after January 1, 1997, the term "leased employee" means any person, other than an Employee, who pursuant to an agreement between the Employer and any other person, has performed services for the Employer on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the Employer. For purposes of this Section 1.10, a full-time employee is an individual who is employed by the Employer and who is credited with more than 32 Hours per week on the average during a 13-consecutive week interval. A part-time employee is an individual who is employed by the Employer and who is credited with less than 32 Hours per week on the average during the last 13 week interval. A temporary employee is an individual who is employed by the Employer with the understanding that his employment is for 90 days, is seasonal, or is related to a limited project. Notwithstanding the foregoing, a temporary employee will be deemed to be a part-time or full-time employee, as applicable, as of the later of the date such individual works more than 90 days or is credited with 1,000 Hours of Service in the 12-consecutive month period commencing with such individual's first Hour of Service. Any such individual who changes status from temporary to part- or full-time shall receive credit for eligibility service as described under Section 2.01 from the day such individual was credited with the first Hour of Service.

1.11 "**Employee Contribution**" means the contribution made by a Participant pursuant to Section 3.01 hereof.

1.12 "**Employee Contribution Account**" means the account established on behalf of a Participant to which shall be credited (a) the amount of the Participant's Employee Contribution pursuant to Section 3.01, and (b) the Participant's proportionate share, attributable to this account, of the net gains of the Trust Fund determined in accordance with Article V hereof. From said account there

4

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shall be deducted (a) the Participant's proportionate share, attributable to this account, of the net losses (if any) of the Trust Fund as determined in accordance with Article V hereof, and (b) withdrawals in accordance with Article VI attributable to this account. A Participant's right to the value of his Employee Contribution Account shall be nonforfeitable at all times.

1.13 "**Employer**" means the Company and each wholly owned subsidiary of the Company. In addition, Employer also includes any Affiliate or other business entity which adopts the Plan in accordance with Article XIII.

1.14 "**Employer Contribution**" means the contribution made by the Employer pursuant to Section 4.01 hereof.

1.15 "**Employer Contribution Account**" means the account established on behalf of a Participant which shall be expressed in units of ownership of the OfficeMax, Inc. Common Share Fund, to which such account shall be credited (a) the shares of Common Shares allocated pursuant to Section 4.01(a) hereof; (b) any dividends earned on the value of Common Shares allocated to such account; and (c) the Participant's proportionate share of any net gains or losses attributable to the cash component of the OfficeMax, Inc. Common Share Fund, as finally adjusted for administrative fees and costs attributable to such Fund. Notwithstanding the foregoing, the portions of each Participant's Employer Contribution Account attributable to Employer Contributions made pursuant to Section 4.01(b) shall be accounted for separately as a subaccount under this single account to which subaccount shall be credited (a) the amount of Employer Contributions allocated pursuant to Section 4.01(b) hereof and (b) the Participant's proportionate share of the net gains of the Trust Fund determined in accordance with Article V hereof solely attributable to the portion of this account which represents Employer Contributions allocated pursuant to Section 4.01(b). From said account there shall be deducted the Participant's proportionate share attributable to this account or subaccount, as appropriate, of the net losses (if any) of the Trust Fund as determined in accordance with Article V hereof. A Participant's right to the value of his Employee Contribution Account shall become nonforfeitable in accordance with Section 4.03.

- 1.16 "**Employment Date**" means the date an Employee first performs an Hour of Service for an Employer, either initially or on reemployment.
- 1.17 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time and the regulations and rules promulgated thereunder.
- 1.18 "**Highly Compensated**" means, for Plan Years beginning prior to January 1, 1997, any Employee of an Employer or an Affiliate who meets any of the following requirements in either the prior or current Plan Year:
- (a) is at any time a five percent owner (as such term is defined in Section 416(i)(1) of the Code);
  - (b) receives in excess of \$75,000 in Compensation from the Employers and all Affiliates;
  - (c) receives in excess of \$50,000 in Compensation from the Employers and all Affiliates and is a member of the Top Paid Group;
  - (d) is an officer of an Employer (as described in Section 416(i) of the Code) who earns Compensation of more than 50% of the amount in effect under Section 415(b)(1)(A) of the Code for such year; or
  - (e) is a former Employee who was Highly Compensated upon separation from service or was Highly Compensated at any time after age 55.

In addition, the Compensation paid to any family member (spouse, lineal ascendant and descendant and such individual's spouses), of a more than five percent owner or of one of the top 10 Employees by Compensation, shall be aggregated with the Compensation of such Employee for

5

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the purposes of this definition. For purposes of (d) above, no more than 50 Employees or, if lesser the greater of three Employees or 10 percent of the Employees shall be treated as officers. Notwithstanding the foregoing, an Employee will not be Highly Compensated for the current year merely by compensation or officer status, unless he is one of the 100 Employees paid the greatest Compensation by the Employers and all Affiliates for the current year. The amounts indicated in (b) and (c) above shall be adjusted for cost of living by the United States Secretary of the Treasury at the same time and in the same manner as under Code Section 415(d).

Effective for Plan Years beginning on and after January 1, 1997 (except that in determining whether an Employee is a Highly Compensated Employee for the Plan Year beginning January 1, 1997, the following definition of the term "Highly Compensated Employee" shall be treated as having been in effect for the Plan Year beginning January 1, 1996), the term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees as defined as follows. A highly compensated active employee means any Employee who (A) was a 5-percent owner (as defined in Section 416(i)(1) of the Code) of the Employer at any time during the current or the preceding Plan Year, or (B) for the preceding Plan Year (i) had compensation from the Employer in excess of \$80,000 (as adjusted by the Secretary pursuant to Section 415(d) of the Code, except that the base period shall be the calendar quarter ending September 30, 1996), and (ii) was in the top-paid group of Employees for such preceding Plan Year.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of Employees in the top-paid group, will be made in accordance with Section 414(q) of the Code and the regulations thereunder. For purposes of determining an individual's compensation for purposes of the preceding paragraph, the term "compensation" means compensation within the meaning of Section 415(c)(3) of the Code.

A former Employee will be treated as a Highly Compensated Employee if such Employee separated from service (or was deemed to have separated) prior to the determination year, performs no services for the Employer during the determination year, and was a highly compensated active employee for either the separation year or any determination year ending on or after the Employee's 55th birthday. For purposes of determining status as a highly compensated former employee, whether an Employee was a highly compensated active employee for a determination year that ended on or after the Employee's 55th birthday, or that was a separation year, is based on the rules applicable to determining status as a Highly Compensated Employee as in effect for that determination year, in accordance with Temp. Treas. Reg. § 1.414(q)-1T, A-4, and Internal Revenue Service Notice 97-74 (or superceding guidance).

Effective for Plan Years beginning after December 31, 1996, the family aggregation rules required by Section 414(q)(6) of the Code and as provided in this Section shall be deleted from the Plan.

- 1.19 "**Hour of Service**" means:
- (a) each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer or Affiliate for the performance of duties or for reasons other than the performance of duties such as: vacation, holiday, illness, incapacity, layoff, jury or military duty or leave of absence. Hours of Service shall be computed and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by reference; and
  - (b) each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by an Employer or Affiliate that does not duplicate an hour credited under (a) above.

- 1.20 "**Non-Highly Compensated**" means any Employee who is not Highly Compensated.

6

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- 1.21 "**Normal Retirement Age**" means the Participant's 65th birthday. The Participant's Total Account shall be fully nonforfeitable as of his attainment of Normal Retirement Age.

- 1.22 "**Normal Retirement Date**" means the first day of the month coincident with or next following the Participant's 65th birthday.
- 1.23 "**OfficeMax, Inc. Common Share Fund**" means the Fund described under Section 1.36(g).
- 1.24 "**Participant**" means any Employee who participates in the Plan as provided in Article II and, further, shall include any former Employee or the beneficiary of a deceased Participant if the former Employee or beneficiary has a vested Total Account balance.
- 1.25 "**Participation Date**" means each January 1, April 1, July 1, and October 1.
- 1.26 "**Period of Severance**" means the period of time between an Employee's Date of Severance and the date on which he performs his first Hour of Service following reemployment. A One Year Period of Severance is a Period of Severance of at least 12 consecutive months.
- 1.27 "**Plan**" means The OfficeMax, Inc. Savings Plan as set forth in this document and as it may be amended from time to time.
- 1.28 "**Plan Year**" initially means the period beginning on November 1, 1993 and ending on December 31, 1993. Thereafter, Plan Year means the calendar year.
- 1.29 "**Qualified Domestic Relations Order**" or "**QDRO**" means any judgment, decree or order (including approval of a property settlement agreement) which is made pursuant to a State Domestic Relations Law (including a community property law) and which:
- (a) relates to provision of child support, alimony payments, or marital property rights of a spouse, former spouse, child or other dependent of a Participant;
  - (b) recognizes or creates an alternate payee's right to, or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a Participant under the Plan; and
  - (c) clearly specifies:
    - (i) name and last known address of the Participant and of each alternate payee;
    - (ii) the amount, percentage or manner in which such could be determined, of the Participant's benefits to be paid to such alternate payee by the Plan;
    - (iii) the number of payments or time periods the QDRO covers; and
    - (iv) each plan to which the QDRO applies.
- A QDRO cannot require the plan to provide a type or form of benefit, or any option not otherwise provided by the Plan, nor can it require the Plan to provide increased benefits. A QDRO cannot require payment to an alternate payee by virtue of a previous QDRO.
- A written procedure shall be established to determine the qualified status of domestic relations orders and to administer distributions thereunder.
- 1.30 "**Retirement Date**" means the date of termination of a Participant's service with an Employer and all Affiliates on or after his Normal Retirement Date.
- 1.31 "**Rollover Account**" means the account established on behalf of an Employee in accordance with the provisions of Article XI, to which shall be credited (a) any funds contributed to the Plan under the provisions of Section 11.13, and (b) the Employee's proportionate share, attributable to this account, of the net gains of the Trust Fund determined in accordance with Article V hereof. From

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said account there shall be deducted the Employee's proportionate share, attributable to this account, of the net losses (if any) of the Trust Fund as determined in accordance with Article V hereof. An Employee's right to the value of his Rollover Account (if any) shall be nonforfeitable at all times.

- 1.32 "**Top Paid Group**" means all active Employees who, as of a given year, are in the top 20% of the workforce of the Employer and Affiliates on the basis of Compensation for such year, excluding Employees who:
- (a) have not completed six months of service by the end of such year;
  - (b) work less than 17<sup>1</sup>/<sub>2</sub> hours per week for such year;
  - (c) normally do not work more than six months in a year;
  - (d) are under age 21 at the end of such year; and
  - (e) are non-resident aliens.
- 1.33 "**Total Account**" means the total amounts held under the Plan for a Participant, consisting of his Employee Contribution Account, his Employer Contribution Account, and his Rollover Account (if applicable).
- 1.34

"**Trust Agreement**" means the Trust Agreement between the Company and a Trustee as provided in Article IX and as it may be amended from time to time.

1.35 "**Trustee**" means the Trustee under the Trust Agreement.

1.36 "**Trust Fund**" means the trust fund established under the terms of the Trust Agreement with the Trustee for the purpose of holding and investing the assets of the Plan. The Trust Fund shall consist of those funds as may be selected for investment of the Trust Fund assets by the Company (or its designee). In particular, however, the Employee may, with respect to Employer Contributions made according to Section 4.01(b), designate a restricted investment fund for such assets that may include Employer stock or such other investment(s) as designated by the Employer. Further, with respect to the OfficeMax, Inc. Common Share Fund (available for investments on or about August 25, 1995), shall consist of shares of Common Shares and cash (equal to an amount approximately equal to 5% of the total value of the fund, based on anticipated fund needs determined from time to time by the Savings Plan Committee). Dividends and the net investment gains of the fund shall be used to purchase Common Shares for the fund. This fund will be maintained in units. The value of a unit will be calculated each day based on the total value of the Common Shares and the cash held in the fund divided by the total units.

The portion of the Trust Fund to be invested in each fund shall be determined by Participant investment elections pursuant to Article V. Nothing herein shall prohibit the Committee from deleting any of the above funds and designating new funds.

1.37 "**Valuation Date**" means each day the New York Stock Exchange is open for business.

1.38 "**Year of Eligibility Service**" means, for purposes of determining eligibility under Article II on or after July 1, 1995, the completion of 1,000 Hours of Service in a 12-month period commencing with the date the Employee first performs an Hour of Service. If the Employee has not met the Plan's eligibility requirement by such Employee's first anniversary of his employment commencement date, the succeeding 12-consecutive month periods shall commence with January 1 which occurs prior to the end of such Employee's first anniversary of his employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial eligibility determination period. An Employee shall be credited with one Year of Eligibility Service in each such eligibility determination period in which he completes 1,000 Hours of Service.

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1.39 "**Year of Service**" means the 12-consecutive month period beginning on the Employee's Employment Date, and subsequent 12-consecutive month periods beginning on an anniversary of such Employment Date.

## **ARTICLE II ELIGIBILITY AND PARTICIPATION**

### **2.01 Eligibility**

- (a) Effective for Employees hired prior to July 1, 1995, each Employee shall be eligible to participate in the Plan on the Participation Date coincident with or immediately following the date on which he completes six months of employment with an Employer or any Affiliate. Effective for Employees hired on or after July 1, 1995, each Employee shall be eligible to participate in the Plan on the Participation Date coincident with or immediately following the date on which he completes one Year of Eligibility Service and attains age 21.
- (b) An Employee who makes a rollover contribution in accordance with Article XII shall be eligible to participate in the Plan upon making such contribution, but only with respect to specific Plan provisions for investing such Employee's Rollover Account.

### **2.02 Participation**

Any Employee eligible to participate in the Plan pursuant to Section 2.01 may elect to participate by submitting to the Committee, prior to the applicable Participation Date, a "Participation Consent", through the system provided that evidences his assent to the terms of the Plan and Trust Agreement, as they may subsequently be amended and which indicates his payroll deduction authorization for Employee Contributions. An Employee who satisfies the foregoing service condition but does not elect to make Employee Contributions to the Plan as of the date he is first eligible may choose to participate in the Plan as of any later date by submitting a Participation Consent through the system provided.

### **2.03 Rehired Employees**

- (a) An Employee who had been a Participant in the Plan (or who was eligible to participate in the Plan pursuant to Section 2.01) who terminates employment with an Employer and who is subsequently re-employed by an Employer as an Employee shall become a Participant as of his date of reemployment and may elect to make Employee Contributions under the Plan on any Participation Date coincident with or next following his reemployment, provided he makes proper application under Section 2.02 prior to the applicable Participation Date.
- (b) Each other former Employee who is re-employed by an Employer shall be treated as a new Employee and shall be eligible to participate in accordance with Section 2.01.

## **ARTICLE III EMPLOYEE CONTRIBUTIONS**

### **3.01 Employee Contributions**

- (a) **Employee Contribution Election**

Subject to the limitations set forth in Sections 3.02, 3.03 and 11.11, each Employee who is eligible to participate in the Plan and who has elected to become a Participant (in accordance with Article II) may, at the time of making application to become a Participant, elect to defer either:

- (i) on a fixed, whole percentage, from 2% to 15% of his Compensation for the Plan Year; or

9

- (ii) such percentage of his Compensation as shall equal the annual dollar limitation (as described in Section 3.02(a)) in effect for the calendar year for which the Participant's election is made.

Such deferral contributions shall be designated as Employee Contributions in the Participant's initial "Participation Consent" and shall be withheld each pay period by regular payroll deduction in accordance with the Employer's payroll withholding procedures. Employee Contributions shall be paid over to the Trustee as soon as such amounts can reasonably be segregated from the Employer's general assets. For all purposes other than those described in Section 5.02, Employee Contributions made by a Participant shall be credited to the Participant's Employee Contribution Account as of the date they were withheld. In the event a Participant has no Compensation for any payroll period, no Employee Contribution may be made for such period.

(b) ***Change in Percentage or Suspension of Employee Contributions***

A Participant's Employee Contribution percentage will remain in effect, notwithstanding any change in his Compensation, until he elects to change such percentage. A Participant may elect to change his Employee Contribution percentage at any time, effective within two payroll cycles.

A Participant may suspend his Employee Contributions effective within two payroll cycles. A Participant suspending his Employee Contributions pursuant to this paragraph shall be permitted to resume making Employee Contributions as of any subsequent Participation Date.

(c) ***Status of Employee Contributions***

Employee Contributions under the Plan are deemed to be made by the Employer and are intended to qualify as elective contributions under Code Section 401(k)(2). Such contributions may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant as of the date an election under this Section is made. Any Employee Contributions made by a Participant in any given Plan Year that are taken into account for purposes of the actual deferral percentage limitation described in Section 3.03(b) shall be attributable to services performed by the Participant in such Plan Year and shall relate to Compensation which would have been received in such Plan Year but for the deferral election.

3.02 ***Dollar Limitation on Employee Contributions***

(a) ***Annual Dollar Limitation***

Any provision of this Plan to the contrary notwithstanding, no Participant shall be permitted, during any calendar year, to make Employee Contributions in excess of \$9,500, as indexed for such year under Section 402(g)(5) of the Code.

(b) ***Distribution of Excess Employee Contributions***

In the event any amount of a Participant's Employee Contributions for a calendar year (the Participant's "taxable year") exceeds the limitation applicable under this Section 3.02 for such calendar year, such excess amount, as adjusted for any income or loss allocable thereto, may be distributed to such Participant, as provided in subparagraphs (i), (ii), (iii) and (iv) below:

- (i) At a date not later than the March 1st of the calendar year immediately following the calendar year to which such excess Employee Contribution is attributable, any Participant to whom this Section 3.02 applies may notify, in writing, the Committee by submitting a form as may be provided by the Committee which shall specify the amount of the Participant's excess Employee Contribution for the given calendar year and shall contain a certified statement by the Participant indicating that if such amount is not distributed, such excess Employee Contribution will exceed the limit imposed on the Participant by

10

Code Section 402(g) for the year in which the Employee Contribution occurred. A Participant shall be deemed to notify the Committee of any excess Employee Contributions that arise by taking into account only those Employee Contributions made to this Plan and any other plans of the Employer.

- (ii) At a date not later than April 15 of the calendar year immediately following the calendar year to which such excess Employee Contribution is attributable, the Plan shall distribute to the Participant the amount of the excess Employee Contribution allocated to the Plan as adjusted for any income or any loss allocable to such excess. Any excess Employee Contribution distributed pursuant to this subparagraph is to be included in the gross income of the Participant for the year to which such excess Employee Contribution relates. Any income that is allocable to such excess Employee Contribution that is distributed pursuant to this subparagraph is to be included in the gross income of the Participant for the year in which such amount is distributed. In making a distribution as permitted under this Section, the Employer shall specifically designate the distribution as that consisting of excess Employee Contributions. Any distribution of less than the entire amount of excess Employee Contributions plus income or loss attributable to such contributions shall be treated as a pro rata distribution of such excess contributions and income/loss.
- (iii) For purposes of this Section 3.02, excess Employee Contributions shall mean those Employee Contributions that are includible in a Participant's gross income under Code Section 402(g) to the extent such Participant's total Employee Contributions for a calendar year exceed the dollar limitation in effect under Code Section 402(g) for such calendar year. The amount of any excess Employee Contributions

to be distributed for any calendar year shall be reduced by the amount of any excess Employee Contributions previously distributed under Section 3.03 for the Plan Year beginning in such calendar year.

For other purposes of the Code, including Sections 401(a)(4), 401(k)(3), 404, 409, 411, 412, and 416, excess Employee Contributions shall be treated as Employer Contributions, even if they are distributed in accordance with the provisions hereunder. However, excess Employee Contributions determined under this Section 3.02(b) of Non-Highly Compensated Employees are not taken into account in the calculations of the actual deferral percentage limits described under Section 3.03 to the extent such excess Employee Contributions are prohibited by Code Section 401(a)(30). Further, excess Employee Contributions shall be treated as annual additions under Section 11.11 of this Plan unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

For purposes of this Section 3.02, excess Employee Contributions shall be adjusted for any income or loss allocable to such excess up to the date of distribution of such excess, and shall be equal to income or loss attributable to such excess occurring in the Plan Year in which such Contribution is attributable and "gap income" attributable to the period occurring between the end of such Plan Year and the date of the distribution of such excess Employee Contributions. The determination of any income or loss shall be made according to the reasonable method, applied consistently to all Participants for all corrective distributions, which method is otherwise used by this Plan for the allocation of income or loss to the Participants' accounts. Any such manner of determining income or loss shall be made in a manner which is consistent and uniform to all Participants and in a manner which does not violate Code Section 401(a)(4).

11

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- (iv) Any distribution in accordance with this Section 3.02 shall be made without regard to any notice or consent otherwise required under Code Sections 411(a)(11) or 417.

### 3.03 *Actual Deferral Percentage Limit on Employee Contributions*

- (a) Any provision of Section 3.01(a) to the contrary notwithstanding, the Employee Contribution percentages under Section 3.01(a) shall be modified as provided in paragraph (d) below if the requirements of paragraph (b) are not satisfied.
- (b) An actual deferral percentage shall be determined for each Employee who is eligible to become a Participant. Such percentage shall be equal to the total Employee Contribution made on his behalf for the Plan Year divided by his Compensation in the Plan Year. With respect to Employees who are eligible to make Employee Contributions but make no such contributions under this Plan, such actual deferral percentage shall be zero.

For purposes of calculating a Participant's actual deferral percentage under this paragraph (b), Employee Contributions attributable to a Participant with respect to any Plan Year are equal to the sum of all Employer Contributions made on behalf of such Participant pursuant to an election to defer under any arrangement described in Code Section 401(k). For purposes of this paragraph (b), Employee Contributions shall not include any deferrals properly distributed as excess annual additions, pursuant to Section 11.11 of this Plan.

In addition, for purposes of this paragraph (b), Employee Contributions on behalf of any Participant shall include any excess Employee Contributions of Highly Compensated Employees, as defined under Section 3.02, but excluding

- (i) excess Employee Contributions, as defined under Section 3.02 of Non-Highly Compensated Employees that arise solely from Employee Contributions made under this Plan or other plans of the Employer, and
- (ii) Employee Contributions that are taken into account in the average contributions percentage limits defined under Section 4.05 (provided the actual deferral percentage limits are satisfied both with and without exclusion of these Employee Contributions). Further, in order to be utilized for purposes of calculating the actual deferral percentage, any Employer Contributions or Employer non-elective contributions which may be treated as Employee Contributions, or any qualified matching contributions permitted to be contributed under the Plan must meet the requirements of Income Tax Regulation Section 1.401(k)-1(b)(5) at the time such contributions are made, regardless of whether any such contributions are actually taken into account as Employee Contributions.

Notwithstanding the foregoing, for any Plan Year beginning before January 1, 1997, for purposes of determining the actual deferral percentage of a Participant who is a five percent owner or one of the ten most Highly Compensated Employees, the Employee Contributions and Compensation of such Participant will include the Employee Contributions and Compensation for the Plan Year of any family members, as defined in Code Section 414(q)(6). For Plan Years beginning before January 1, 1997, family members of such Highly Compensated Employees will be disregarded as separate Participants in determining the actual deferral percentage of any Participant.

For any Plan Year beginning on or after January 1, 1997, the average of the actual deferral percentages for all eligible Highly Compensated Employees for such Plan Year (High Average for such Plan Year), when compared to the average of the actual deferral percentages for all other eligible Employees for the preceding Plan Year (Low Average), must meet one of the following requirements:

- (i) The High Average is no greater than the Low Average times one and one-quarter; or

12

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- (ii) The excess of the High Average over the Low Average is not greater than two percentage points and the High Average is no greater than the Low Average times two.

(c)

If two or more plans which include cash or deferred arrangements are considered as one plan for purposes of Code Sections 401(a)(4) or 410(b), such arrangements included in such plans shall be treated as one arrangement for purposes of this Section 3.03. Notwithstanding the foregoing, plans may be aggregated in order to satisfy Code Section 401(k) only if they have the same Plan Year. If any Highly Compensated Employee is a Participant under two or more cash or deferred arrangements maintained by an Employer or Affiliate, all such arrangements shall be treated as one cash or deferred arrangement for purposes of determining the actual deferral percentage of such Participant. For purposes of the foregoing, if a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all cash or deferred arrangements ending with or within the same calendar year will be treated as the same arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code Section 401(k). For purposes of this Section 3.03, actual deferral percentages shall be calculated to the nearest one-hundredth of one percent. Moreover, for purposes of determining the actual deferral percentage limits, Employee Contributions must be made before the last day of the 12-month period immediately following the Plan Year to which such contributions relate. The Committee will maintain records sufficient to demonstrate satisfaction of the actual deferral percentage limits and the amount of Employee Contributions used in measuring such limits.

- (d) To the extent Employee Contributions made with respect to Highly Compensated Employees cause the High Average to fail to meet paragraph (b) above, such Employee Contributions (individually determined pursuant to Section 3.04(a) and as adjusted for earnings or loss thereon as defined in Section 3.04(b) below) shall return to the Employer solely for the purpose of enabling the Employer to withhold any federal, state, or local taxes due on such amounts. Thereafter, the Employer shall treat all remaining amounts in accordance with the provisions of Section 3.04(b) below. The Committee may also, at any time, authorize a suspension or reduction of Employee Contributions made pursuant to Section 3.01 hereof in accordance with rules promulgated by the Committee. These rules may include administrative provisions authorizing the suspension or reduction of Employee Contributions above a specified dollar amount or percentage of Compensation.
- (e) The extent to which Employee Contributions cause the High Average to fail to meet (b) above shall be determined by the Committee in a reasonable and consistent manner. The Committee shall not be liable to any Participant (or his beneficiary, if applicable) for any losses caused by inaccurately estimating the amount of any Participant's Employee Contributions in excess of the limits established in Sections 3.02(a) and 3.03(b) and the earnings or losses attributable to such Employee Contributions.
- (f) In the event the Committee determines that an amount to be deferred pursuant to the election provided in Section 3.01 would cause the Employer Contribution under this and/or any other tax-qualified retirement plan maintained by the Employer or any affiliate to exceed the applicable deduction limitations contained in Code Section 404, or to exceed the maximum annual addition determined in accordance with Section 11.11, the Committee may reduce or suspend all or a portion of a Participant's Employee Contributions in accordance with the rules in (d) above.

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#### 3.04 *Treatment of Employee Contributions in Excess of Actual Deferral Percentage Limitation*

- (a) If the actual deferral percentage limit of Section 3.03(b) is not satisfied for a given Plan Year, the amount of excess Employee Contributions shall be allocated to Highly Compensated Employees for such Plan Year in the following manner:
  - (i) Employee Contributions of the Highly Compensated Employee with the highest amount of Employee Contributions shall be distributed until the first to occur of (A) the amount distributed equals the total Employee Contributions; or (B) the Employee Contributions of such Highly Compensated Employee equals the Employee Contributions of the Highly Compensated Employee with the next highest amount of Employee Contributions.
  - (ii) The process in step (i) shall be repeated by allocating excess Employee Contributions to the Highly Compensated Employee with the next highest amount of Employee Contributions until the total amount of excess Employee Contributions is exhausted.
- (b) Employee Contributions made for a Highly Compensated Employee that are deemed in excess of the actual deferral percentage limit for any given Plan Year shall be distributed (along with any earnings or losses attributable thereto as defined below) no later than the last day of the Plan Year following the Plan Year to which such excess Employee Contributions relate. Any excess Employee Contribution that is in an amount greater than the *de minimis* amount prescribed by the Secretary of the Treasury or his delegate (and any income or loss attributable to such excess Employee Contribution) that is distributed pursuant to this paragraph by two and one-half months following the Plan Year to which such excess amounts relate shall be includible in the affected Participant's gross income on the earliest date on which any Employee Contribution made on behalf of such Participant during such Plan Year would have been received had the Participant declined to make the deferral election specified in Section 3.01(a) hereof. Any excess Employee Contributions (and any income or loss attributable thereto) so distributed more than two and one-half months following the Plan Year to which such excess amounts relate and any *de minimis* excess Employee Contributions (and any income or loss attributable thereto) distributed prior to such date shall be includible in the affected Participant's gross income in the year in which such amounts are distributed and a ten percent excise tax will be imposed on the Employer with respect to such amounts pursuant to Code Section 4979.

In making a distribution under this paragraph, the Employer shall specifically designate such distribution as a distribution consisting of Employee Contributions (and income or loss) in excess of that permitted by the actual deferral percentage limit. With respect to the distribution of such excess Employee Contributions pursuant to this Section 3.04, such distributions shall be made first from unmatched Employee Contributions and, thereafter, simultaneously from Employee Contributions which are matched, and the matching Employer Contributions which relate to such Employee Contributions. However, any such matching Employer Contributions which are not vested shall be forfeited as described under Section 4.04 in lieu of being distributed. Any distribution of less than the entire amount of excess Employee Contributions and income or loss attributable thereto (as such entire amount is determined after application of paragraph (a) of this Section 3.04 and, if applicable, after application of Section 3.05) shall be treated as a pro rata distribution of such excess contribution and income/loss.

Excess Employee Contributions as defined in this Section 3.04 shall be adjusted for any income or loss allocable to such excess up to the date of distribution of such excess, and shall be equal to income or loss attributable to such excess occurring in the Plan Year in which such Contribution

Contributions. The determination of any income or loss shall be made according to a reasonable method, applied consistently to all Participants for all corrective distributions, which such method is otherwise used by the Plan for the allocation of income or loss to the Participants' accounts. Any such manner of determining income or loss shall be made in a manner which is consistent and uniform to all Participants and in a manner which does not violate Code Section 401(a)(4).

Except as otherwise provided by the Secretary of the Treasury or his delegate, any Employee Contribution in excess of the actual deferral percentage limitation shall be taken into account for purposes of determining the Participant's annual additions limitation, as provided in Section 11.11 herein, notwithstanding the correction of such excess amounts by recharacterization or distribution. No corrective distribution under this paragraph shall be recognized for purposes of determining whether the minimum distribution requirements of Code Section 401(a)(9) are satisfied with respect to any Participant.

Notwithstanding the foregoing, the amount of excess Employee Contributions determined under this Section 3.04 and included in the gross income of the applicable Participant shall not include any previous reduction made to Employee Contributions under Section 3.02(b). Any distribution in accordance with this paragraph shall be made without regard to any notice or consent otherwise required under Code Sections 411(a)(11) or 417.

### 3.05 *Coordination of Distributions of Excess Employee Contributions*

In the event that a portion of the Employee Contributions made for a Highly Compensated Employee in any given Plan Year exceed the applicable limitations of both Sections 3.02(a) and 3.03(b), such excess amounts subject to both limitations shall be coordinated as follows:

- (a) to the extent permitted, such excess shall be distributed pursuant to Section 3.02(b) hereof; and
- (b) to the extent that application under paragraph (a) above fails to completely eliminate such excess, such remaining amounts shall be distributed pursuant to Section 3.04(b) hereof.

## ARTICLE IV *EMPLOYER CONTRIBUTIONS*

### 4.01 *Employer Contributions*

- (a) *Common Shares Matching Contribution.* The Company shall contribute twenty-five cents (\$.25) for every one dollar (\$1) of each Participant's Employee Contribution, up to an amount not in excess of twenty-five percent (25%) of three percent (3%) of each such Participant's Compensation received on or after August 25, 1995. The Company shall contribute fifty cents (\$.50) for every one dollar (\$1) of each Participant's Employee Contribution, up to an amount not in excess of twenty-five percent (25%) of three percent (3%) of each Participant's Compensation received on or after January 26, 1997. The amount of the Employer Contribution shall be determined and contributed by the Company each pay period. In a manner consistent with the Trust Agreement, such Employer Contribution made pursuant to this subsection (a) shall be invested in OfficeMax, Inc. Common Shares, and each such Participant's allocation of such Employer Contribution shall be expressed in units of such OfficeMax, Inc. Common Share Fund.
- (b) *Discretionary Matching Contribution.* Notwithstanding the foregoing Section 4.01(a), as of the end of any Plan Year, the Company, in its discretion, may determine that an Employer Contribution be made to the Trust Fund for the such Plan Year on behalf of all Participants who made Employee Contributions at some time during such Plan Year and are employed on

the last day of such Plan Year. Such Employer Contribution shall be in the form of a matching contribution on Employee Contributions made during the Plan Year. The amount of Employer Contribution made with respect to any Plan Year shall be determined solely by action of the Board of Directors. Such matching Employer Contribution shall be allocated on behalf of all Participants who made Employee Contributions and the method of allocation of such Employer Contribution shall be based on a percentage of each such Participant's amount of Employee Contributions made during the applicable Plan Year up to an established limit. Such percentages and limits are to be established solely by action of the Board of Directors in a manner that satisfies Code Sections 401(a)(4), 401(k) and 401(m).

### 4.02 *Source and Timing of Employer Contributions*

Any provision of the Plan to the contrary notwithstanding, all Employer Contributions to the Plan according to Section 4.01 shall be made out of current and accumulated profits; however, the total Employer Contribution made with respect to any Plan Year, when added to any other contributions made by an Employer to a plan qualified under Code Section 401(a), shall not exceed such amount which is deductible for such Plan Year pursuant to Code Sections 404(a)(3) or 404(a)(7). In any event, all contributions for a Plan Year shall be paid within the regular or extended time for filing the Employers federal income tax return for the fiscal year, coinciding with such Plan Year.

### 4.03 *Vesting of Employer Contributions*

Each Participant's Employer Contribution Account shall become 100% nonforfeitable on the earliest of:

- (a) a Participant's attainment of three Years of Service;
- (b) a Participant's Normal Retirement Date;
- (c) a Participant's death while employed;
- (d) a complete discontinuance of Company contributions hereunder; or
- (e) termination of the Plan.

Notwithstanding the foregoing subparagraph (a), the portion of each Participant's Employer Contribution Account attributable to Employer Contributions made pursuant to Section 4.01(a) shall become 50% nonforfeitable at the Participant's attainment of two Years of Service, and shall be 100% nonforfeitable at the Participant's attainment of three or more Years of Service.

#### 4.04 *Forfeiture of Company Contributions*

- (a) In the event a Participant terminates his employment prior to such time as he becomes fully vested in accordance with Section 4.03, his nonvested interest in his Employer Contribution Account and accrued Years of Service for vesting shall be forfeited as of the earlier of;
  - (i) the date on which the Participant incurs a Date of Severance under 1.08(e); or
  - (ii) the date on which the Participant receives a distribution of his vested Employer Contribution Account.

As of such date of forfeiture, the Participant shall no longer be considered a Participant hereunder.

- (b) In the event an individual described in (a) above returns to employment as an Employee prior to both receiving a distribution of his vested Employer Contribution Account and incurring five consecutive One-Year Periods of Severance, such Employee shall have restored the full balance of his Employer Contribution Account that was forfeited under (a) above.

16

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- (c) In the event an individual described in (a) above returns to employment as an Employee prior to incurring five consecutive One-Year Periods of Severance, such portion of his Employer Contribution Account as was forfeited under (a) above shall be restored.
  - (d) Any forfeitures occurring under this Section 4.04 shall be applied first to restore amounts previously forfeited by Participants who subsequently return to employment. Any remaining forfeitures shall be used to reduce future Employer Contributions.

#### 4.05 *Actual Contribution Percentage Limitation on Employer Contributions*

- (a) Each Plan Year, an actual contribution percentage shall be determined for each Employee who is eligible to become a Participant. Such percentage shall be equal to "aggregate contributions", as defined below, made on the Participant's behalf for the Plan Year, divided by his Compensation in the Plan Year. With respect to Employees who are eligible to make Employee Contributions pursuant to Section 3.01 but make no such contributions and thus do not have any Employer Contributions made to the Plan on their behalf under Section 4.01 (or any other type of aggregate contribution which may be permitted under a Plan maintained by the Employer), such actual contribution percentage shall be zero.

For purposes of calculating a Participant's actual contribution percentage under this paragraph (a), "aggregate contributions" attributable to a Participant with respect to any Plan Year are equal to the sum of all (i) voluntary after-tax employee contributions made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and which is maintained under a separate account to which earnings and losses are allocated, (ii) matching Employer Contributions as defined in Section 4.01 made to this or any other defined contribution plan maintained by the Employer on behalf of a Participant on account of an Employee Contribution made by such Participant, and (iii) any qualified matching contributions made to this or any other defined contribution plan maintained by the Employer on behalf of a Participant on account of an Employee Contribution made by such Participant (to the extent any such amounts are permitted by this Plan, and to the extent such aggregate contributions amounts are not taken into account for purposes of the actual deferral percentage limits) made under this Plan on behalf of such Participant for the Plan Year. Such actual contribution percentage amounts shall not include matching Employer Contributions that are forfeited either to correct excess aggregate contribution amounts or because the contributions to which they relate are excess Employee Contributions as determined under Sections 3.02(b) or 3.04, as applicable or excess aggregate contributions as determined under Section 4.06. The Employer may elect to use Employee Contributions in determining actual contribution percentages so long as the actual deferral percentage limit is satisfied before such Employee Contributions are used in determining whether the actual contribution percentage limit is satisfied and continues to be satisfied following the exclusion of those Employee Contributions that are used to determine whether the actual contribution limits are satisfied.

Notwithstanding the foregoing, for any Plan Year beginning before January 1, 1997, for purposes of determining the actual contribution percentage of a Participant who is a five percent owner or one of the ten most Highly Compensated Employees, the Employer Contributions included in determining the actual contribution percentage and Compensation of such participant will include the Employer Contributions included in determining the actual contribution percentage and Compensation for the Plan Year of any family members, as defined in Code Section 414(q)(6). For any Plan Year beginning before January 1, 1997, family members of such Highly Compensated Employees will be disregarded as separate Participants in determining the actual contribution percentage of any Participant.

17

- (b) For any Plan Year beginning on or after January 1, 1997, the average of the actual contribution percentages for all eligible Highly Compensated Employees for such Plan Year (High Average), when compared to the average of the actual contribution percentages for all other eligible Employees for the preceding Plan Year (Low Average) must meet one of the following requirements:
  - (i) the High Average is no greater than the Low Average times one and one quarter; or
  - (ii) the excess of the High Average over the Low Average is not greater than two percentage points and the High Average is no greater than the Low Average times two.
- (c) For purposes of this Section 4.05, the actual contribution percentage of any Participant who is a Highly Compensated Employee and who is eligible to have matching Employer Contributions allocated to his account under two or more plans described in Code Section 401(a), or arrangements described in Code Section 401(k) that are maintained by the Employer, shall be determined as if the total of such actual contribution percentage amounts were made under each such plan. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under the regulations under Code Section 401(m). In the event that this Plan satisfies the requirements of Code Sections 401(a)(4), 401(m), 410(b), only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section 4.05 shall be applied by determining the actual contribution percentage of Participants as if all such plans were a single plan.
- (d) For purposes of this Section 4.05, actual contribution percentages shall be calculated to the nearest one-hundredth of one percent. Moreover, for purposes of determining the actual contribution percentage limits, aggregate contributions must be made before the last day of the 12-month period immediately following the Plan Year to which such contributions relate. The Committee will maintain records sufficient to demonstrate satisfaction of the actual contribution percentage limits and the amount of aggregate contributions used in measuring such limits.
- (e) To the extent Employer Contributions cause the High Average to fail to meet paragraph (b) above, the Committee may include such amount of Employee Contributions (if not used to satisfy the requirements of Section 3.03(b)) as may be necessary to satisfy the requirements of paragraph (b).
- (f) The extent to which Employer Contributions cause the High Average to fail to meet paragraph (b) above shall be determined by the Committee in a reasonable and consistent manner. The Committee shall not be liable to any Participant (or his beneficiary, if applicable) for any losses caused by inaccurately estimating the amount of any Employer Contributions made on behalf of any Participant in excess of the limitation established in paragraph (b) above and the earnings or losses attributable to such Employer Contributions.

4.06 ***Treatment of Employer Contributions in Excess of Actual Contribution Percentage Limitation***

- (a) If the actual contribution percentage limitation of Section 4.05(b) is not satisfied for a given Plan Year, the amount of aggregate contributions (as such term is defined in Section 4.05(a)

18

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hereof) that are in excess of such limitation shall be allocated to Highly Compensated Employees for such Plan year in the following manner:

- (i) The aggregate contributions of the Highly Compensated Employee with the highest amount of aggregate contributions shall be distributed until the first to occur of (A) the amount distributed equals the total excess aggregate contributions; or (B) the aggregate contributions of such Highly Compensated Employee for the Plan Year equals the aggregate contributions of the Highly Compensated Employee for the Plan Year with the next highest amount of aggregate contributions.
- (ii) The process in step (i) shall be repeated by allocating excess aggregate contributions to the Highly Compensated Employee with the next highest amount of aggregate contributions for the Plan Year until the total amount of excess aggregate contributions is exhausted.
- (b) Any aggregate contributions (within the meaning of paragraph (a) above) attributable to a Highly Compensated Employee that are deemed in excess of the actual contribution percentage limitation for a given Plan Year (through application of paragraph (a) above) shall be forfeited, or, if not forfeitable, distributed (along with an allocation any earnings or losses attributable as defined below) no later than the last day of the Plan Year following the Plan Year to which such excess aggregate contributions relate. Any such excess aggregate contribution that is in an amount greater than the *de minimis* amount prescribed by the Secretary of the Treasury or his delegate (and any income or loss attributable to such excess aggregate contribution) that is distributed pursuant to this paragraph by two and one-half months following the Plan Year to which such excess amounts relate shall be includible in the affected Participant's gross income for his taxable year ending with or within the Plan Year for which the excess aggregate contributions were made. Any excess aggregate contributions (and any income or loss attributable thereto) so distributed more than two and one-half months following the Plan Year to which such excess amounts relate and any *de minimis* excess aggregate contributions (and any income or loss attributable thereto) distributed prior to such date shall be includible in the affected Participant's gross income in the taxable year in which such amounts are distributed and a ten percent excise tax will be imposed on the Employer with respect to such amounts pursuant to Code Section 4979.
- (c) In making a forfeiture or distribution under this Section 4.06, the Employer shall specifically designate such forfeiture or distribution as consisting of aggregate contributions (and income or loss) in excess of that permitted by the actual contribution percentage limit with respect to the forfeiture or distribution of such excess aggregate contributions pursuant to this Section 4.06, excess aggregate contributions shall be forfeited, if forfeitable, or distributed on a pro rata basis from the Participant's voluntary after-tax contributions account, if any, Employer Contribution Account, and

qualified matching contribution account, if any (and, if applicable, the Participant's qualified non-elective contribution account or Employee Contribution Account, or both). Any distribution of less than the entire amount of excess aggregate contributions and income or loss attributable thereto (as such entire amount is determined after application of Section 4.06(a) and, if applicable, Section 4.07) shall be treated as a pro-rata distribution of such excess aggregate contribution and income or loss.

Forfeitures of Employer Contributions applicable to any excess aggregate contributions shall be applied to reduce any Employer Contributions for the Plan Year in which such excess arose. However, to the extent such excess exceeds Employer Contributions, or if the Employer has already made all applicable Employer Contributions for such Plan Year, any such remaining unallocated excess Employer Contributions shall be allocated to the Employer Contribution Account of each Non-Highly Compensated Employee who made Employee Contributions in the ratio which each such Non-Highly Compensated Employee's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year.

19

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Excess aggregate contributions, as defined in this Section 4.06, shall be adjusted for any income or loss allocable to such excess up to the date of distribution of such excess, and shall be equal to income or loss attributable to such excess occurring in the Plan Year in which such Employer Contribution is attributable and "gap income" attributable to the period occurring between the end of such Plan Year and the date of the distribution of such excess Employer Contributions. The determination of any income or loss shall be made according to a reasonable method, applied consistently to all Participants for all corrective forfeitures or distributions, which method is otherwise used by the Plan for the allocation of income or loss to the Participants' accounts. Any such manner of determining income or loss shall be made in a manner which is consistent and uniform to all Participants and in a manner which does not violate Code Section 401(a)(4).

- (d) Except as otherwise provided by the Secretary of the Treasury or his delegate, any aggregate contribution in excess of the actual contribution percentage limitation shall be taken into account for purposes of determining the Participant's annual additions limitation, as provided in Section 11.11 herein, notwithstanding the correction of such excess amounts by forfeiture or distribution. No corrective distribution or forfeiture under this Section 4.06 shall be recognized for purposes of determining whether the minimum distribution requirements of Code Section 401(a)(9) are satisfied with respect to any Participant.
- (e) Any distribution in accordance with this Section 4.06 shall be made without regard to any notice or consent otherwise required under Code Sections 411(a)(11) or 417.

#### 4.07 ***Combined Alternative Limitation on Employee and Employer Contributions***

Any provision of Articles III or IV to the contrary notwithstanding, if as of any Plan Year both the High Average specified in Section 3.03(b) (relating to actual deferral percentages) and the High Average specified in Section 4.05(b) (relating to actual contribution percentages) exceed the Low Average specified in such Sections by more than 25%, the Committee shall apply the aggregate alternative limitation in accordance with Section 1.401(m)-2 of the Income Tax Regulations (or its successor), the provisions of which are incorporated herein by reference. In the event the combined alternative limitation is not satisfied for any given Plan Year, the Employer shall direct the Committee to reduce the High Average of Section 4.05(b), as permitted by Section 4.06 hereof, to the extent necessary to satisfy the combined alternative limitation.

For purposes of this Section 4.07, the High Averages specified in Sections 3.03(b) and 4.05(b) shall be determined after taking into account all corrective measures permitted under Sections 3.02, 3.04 and 4.06.

### **ARTICLE V PARTICIPANT ACCOUNTS AND VALUATION OF FUNDS**

#### 5.01 ***Establishment of Participant Accounts***

- (a) There shall be established and maintained for each Participant a Total Account consisting of the following accounts:
  - (i) An Employee Contribution Account,
  - (ii) An Employer Contribution Account, and, if applicable,
  - (iii) A Rollover Account.
- (b) Within each of the accounts listed in Section 5.01(a), separate records shall be kept of the portion of each account invested in each of the available or applicable Funds.

20

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#### 5.02 ***Procedure as of Each Valuation Date***

- (a) As of each Valuation Date, the Trustee shall determine the fair market value of each Fund within the Trust Fund, and the Committee shall determine the fair market value of the Employee Contribution Account, Employer Contribution Account, and/or Rollover Account (if applicable) of each Participant. The value of a Participant's Total Account as of a Valuation Date shall be equal to the value of such Total Account as of the

last Valuation Date, plus or minus the applicable adjustments contained in paragraph (b) below.

- (b) As of each Valuation Date, the Employee Contribution Account, Employer Contribution Account, and/or Rollover Account (if applicable) of each Participant shall be adjusted to account for investment earnings or losses. The investment earnings (or losses, if such computation is negative) of each Fund shall be:
  - (i) equal to the sum of all income received and realized and unrealized appreciation since the last Valuation Date, less all charges, expenses and realized and unrealized depreciation since the last Valuation Date;
  - (ii) allocated to the Employee Contribution Account, Employer Contribution Account and/or Rollover Account (if applicable) of each Participant invested in the given Fund in the ratio that the value of such Account as of the last preceding Valuation Date, reduced by any subsequent withdrawals, distributions and loans and increased by all subsequent contributions and all subsequent loan repayments, bears to the total value of the Employee Contribution Account, Employer Contribution Account and/or Rollover Account (if applicable) of all such Participants invested in such Fund as of the last preceding Valuation Date, reduced by any subsequent withdrawals, distributions and loans and increased by all subsequent contributions and loan repayments.
- (c) As soon as administratively possible after the earlier of the last day of each accounting year or the day on which such contributions are allocated to each Participant's Account, each eligible Participant's Employer Contribution Account shall be increased by any allocation of an Employer Contribution made pursuant to Section 4.01(a) or (b), as appropriate.
- (d) In determining the value of the Funds, including the OfficeMax, Inc. Common Share Fund and the Employee Contribution Accounts, Employer Contribution Account and/or Rollover Accounts (if applicable) invested therein, the Trustee and the Committee shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and their beneficiaries. All allocations of Employee Contributions and Employer Contributions shall be made as of the date of actual allocation regardless of the payday or December 31 to which they pertain.

### 5.03 *Investment Elections*

- (a) When an Employee becomes eligible to participate pursuant to Section 2.02 hereof or makes a Rollover Contribution, he shall specify the manner in which his Employee Contribution Account and/or Rollover Account (if applicable) shall be invested in each Fund offered as an investment vehicle for such accounts. The investment election shall specify, in 1% increments from 0% to 100%, the percentage of all future contributions to be invested in each such Fund. The investment election made under this Section 5.03(a) may be changed as of any time (but only with respect to contributions made after such date) by submitting a new election to the Committee through the system designated by the Committee prior to the date on which the election is to become effective.
- (b) A Participant shall also have the opportunity to change the manner in which his Employee Contribution Account and/or Rollover Account (if applicable) is invested in each offered

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Fund. The investment election shall specify, in 1% increments from 0% to 100%, the percentage of each account to be invested in each offered Fund. The investment election made under this Section 5.03(b) may be changed at any time by submitting a new election to the Committee through the system designated by the Committee prior to the date the election is to become effective. Any transfer of assets between the Funds which may be required to achieve the investment mix elected by the Participant shall take place as soon as practical after the date on which the election is to be effective. Any election under this Section 5.03(b) to change the manner in which any part of a Participant's Total Account is invested shall be subject to any restrictions imposed by the Committee or Trustee on the direct transfer of assets between certain Funds, and such election shall have no impact on the investment election pertaining to contributions as described in Section 5.03(a) above.

- (c) Employer Contributions made pursuant to Section 4.01(b) shall be invested in the OfficeMax, Inc. Common Share Fund or such other Fund as the Employer shall designate. In the event no restrictions are placed on such contributions, the investment election provisions set forth in paragraphs (a) and (b) above shall apply.
- (d) Employer Contributions made pursuant to Section 4.01(a) shall be invested in the OfficeMax, Inc. Common Share Fund. The investment elections set forth in (a) and (b) above shall not apply to any portion of each Participant's Employer Contribution Account attributable to Employer Contributions made pursuant to Section 4.01(a).
- (e) Any investment elections or changes in elections under this Section 5.03 may be declined, limited or delayed by the Committee, if, in the judgment of the Committee, giving effect to such elections would adversely affect the Plan in a manner described in Department of Labor Regulation Sections 2550.404c-1(b)(2) or 2550.404c-1(d)(2).
- (f) In the event a Participant's election under paragraphs (a) or (b) as of any pertinent date is incomplete, or in the event no election is effectively made under such paragraphs by a Participant, the Participant will be assumed to have chosen to invest in such Fund as may have been designated by the Committee, from time to time, as the appropriate Fund to hold such Plan and Trust assets.
- (g) The Committee and Trustee may, in their discretion, offer additional Funds to all Participants and may cease to offer any Fund or Funds at such time as they deem appropriate.
- (h) The Employer, or each other fiduciary to whom all or part of the following responsibility has been delegated, shall comply with appropriate notification requirements relating to Participants' investment direction of their Employee Contribution Accounts and furnish account statements to

Participants following the close of each calendar quarter.

- (i) Notwithstanding anything in this Section to the contrary, the Company, in its sole discretion, and where the terms of any relevant funding arrangements so require, may impose special terms, conditions and restrictions upon a Participant's right to direct the investment in, or transfer into or out of, such funding arrangements.

Common Shares acquired by the Trustee shall be held by the Trustee until disposed of pursuant to the provisions of the Plan or the Trust Agreement. Common Shares may be registered in the name of the Trustee or its nominee. Before each annual or special meeting of the Primary Employer's shareholders, the Trustee shall send to each Participant a copy of the proxy solicitation material therefor, together with a form requesting confidential instructions to the Trustee on how to vote the Common Shares credited to the Participants' Account. Upon receipt of such instructions, the Trustee shall vote the Common Shares as instructed. Any Common Shares held in the Participants' Accounts as to which the Trustee

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does not receive instructions shall be voted in proportion to the voting instructions the Trustee has actually received in respect of such Common Shares.

## ARTICLE VI *DISTRIBUTIONS AND WITHDRAWALS*

### 6.01 *Distributions Upon Retirement, Disability, Death or Termination of Employment*

- (a) In the event of the termination of a Participant's service with the Employer and all Affiliates for any reason, the Participant shall receive his vested Total Account in a lump sum in accordance with Section 6.03 if such vested Total Account is not in excess of \$3,500 (or, effective January 1, 2000, \$5,000). If the Participant's vested Total Account balance exceeds (or at the time of any prior distribution exceeded) \$3,500, the Participant may elect to receive his vested Total Account, or elect to defer receipt until his Retirement Date or such later date permitted by Section 6.03, by giving written notice to the Committee on a form designated for that purpose. Notwithstanding the foregoing sentence to the contrary, effective January 1, 2000, the vested Total Account of a Participant whose service with the Employer and all Affiliates terminates may be distributed without the Participant's consent if the vested Total Account does not exceed \$5,000 as determined at the time of the current distribution. The failure of a Participant to make an election as described in the preceding sentence shall be deemed an election by the Participant to defer receipt of his vested Total Account.
- (b) All payments made pursuant to this Article VI shall be based on the balance in the Participant's vested Total Account no earlier than (i) the Valuation Date coincident with the date the Participant's employment is terminated, or (ii) in the case of a Participant electing to defer receipt, no earlier than the Valuation Date coincident with the request for payment. Actual payment shall be made as soon as practicable after the applicable Valuation Date. If a Participant's vested Total Account is distributed prior to a final allocation of Employer Contributions to which he is entitled, a final payment shall be made to the Participant as soon as practicable after such allocation.
- (c) Notwithstanding the foregoing, all distributions under the Plan shall be made in accordance with regulations under Code Section 401(a)(9) (including Reg. Section 1.401(a)(9)-2). Furthermore, those provisions reflecting Code Section 401(a)(9) (as included here by reference, if not specifically stated) shall override any provision hereof inconsistent with Code Section 401(a)(9).

### 6.02 *Distributions Upon Plan Termination*

In the event the Plan is terminated and an Employer or an Affiliate does not maintain a defined contribution plan, the date of Plan termination shall be deemed a Valuation Date, and distribution of a Participant's vested Total Account may be made in a lump sum as soon as practicable following date of Plan termination.

### 6.03 *Payment of Amounts Distributed*

- (a) All distributions shall be made in a lump sum.
- (b) Any provision of Section 6.01 to the contrary notwithstanding, unless the Participant elects otherwise, distribution of benefits under this Section 6.03 will begin no later than the 60th day after the latest of the close of the Plan Year in which:
  - (i) the Participant attains age 65,
  - (ii) occurs the fifth anniversary of the Plan Year in which the Participant commenced participation in the Plan, or

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- (iii) the Participant terminated employment with the Employer.

A Participant may elect to postpone his receipt of benefits to a date later than that specified in this paragraph (b) by filing a written notice with the Committee prior to the date benefits would otherwise commence. Such notice shall indicate a date on which the Participant desires his benefits to commence. Notwithstanding any other provision of the Plan, to the extent required under Section 401(a)(9) of the Code, the vested Total Account of a Participant who is a 5% owner (as defined in Section 416 of the Code) or who attains age 70<sup>1</sup>/<sub>2</sub> prior to January 1, 1999 shall be distributed to

him in a lump sum in cash not later than April 1 of the calendar year following the calendar year in which he attains 70<sup>1/2</sup>. In addition, the vested Total Account of any other Participant must be distributed not later than April 1 of the calendar year following the later of (i) the calendar year in which he attains 70<sup>1/2</sup> or (ii) the calendar year in which he incurs a termination of employment.

- (c) To the extent required by law, the Plan shall permit any distributee (a Participant, former Participant, spouse, or former spouse designated as an alternate payee under Section 414(p) of the Code, or a former spouse who is designated as an alternate payee under a qualified domestic relations order) who receives, on or after January 1, 1993, a Plan distribution which qualifies as an eligible rollover distribution (a distribution of all or any portion of the balance to the credit of the distributees excluding: any distribution that is one of a series of substantially equal periodic payments (made at least annually for the life or life expectancy of the distributees or the joint lives of the distributees and designated beneficiary, or for a specified period of 10 years or more); any distribution to the extent it is required under Code Section 401(a)(9); the portion of any distribution that is not includible in gross income; and for distributions on or after January 1, 2000, any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV)) to elect a "direct rollover" which is a direct payment of such distribution to an Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account under Code Section 408(a) or an individual retirement annuity under Code Section 408(b) with respect to the surviving spouse of a Participant or former Participant, plus an annuity plan under Code Section 403(a), or a qualified trust under Code Section 401(a), that accepts such distributions, with respect to a Participant or former Participant. The Company shall provide or cause to be provided to any distributee, any required explanation of these provisions.
- (d) A processing fee of twenty-five dollars (\$25) shall be charged against all distributions to cover administrative costs.
- (e) The Plan shall permit any Participant, former Participant, or beneficiary to elect to have any distribution under this Section 6.03, or any corrective distribution required to be made under Sections 3.02(b), 3.04 or 4.06, paid in cash and/or OfficeMax, Inc. Common Shares.

#### 6.04 *Special Rules Relating to Death Benefits*

- (a) In the event a Participant dies while in the service of the Employer and prior to receiving the value of his Total Account in accordance with this Article VI, the Total Account shall be paid in a cash lump sum to such Participant's spouse, if any, to whom he was married as of his date of death or to such other beneficiary as may be designated pursuant to Sections 6.04(b) or 11.05 hereof. If it is established to the satisfaction of the Committee that no such spouse exists or that the spouse cannot be located, the deceased Participant's Total Account shall be paid in a cash lump sum to such other beneficiary or beneficiaries designated by the Participant on a form designed for such purpose by the Committee. In the event a Participant dies without an eligible surviving spouse and without having properly designated a beneficiary (or after having designated a beneficiary that pre-deceases him), the Committee shall direct the Trustee to distribute the deceased Participant's Total Account in a cash lump sum to one

24

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or more of the person or persons in the following classes of beneficiaries then surviving: the Participant's (i) widow or widower, (ii) children, (iii) parents, (iv) brothers and sisters, (v) executors and administrators. All payments under this paragraph shall be made within a reasonable time following the Participant's death.

- (b) A Participant may at any time designate a beneficiary other than his spouse to receive a portion of any benefit payable hereunder that results from his death. To designate a beneficiary other than his spouse, a Participant must elect the alternative beneficiary on a form provided by the Committee and such Participant's spouse must consent to such alternative beneficiary in a writing that acknowledges the spouse's understanding of the effect of the alternative designation. Any subsequent change in beneficiary designated by the Participant (other than the reinstatement of the Participant's spouse as beneficiary), or any increase in the percentage of the benefit payable to a non-spouse beneficiary, upon the Participant's death shall likewise require a spousal consent under this paragraph. Any spousal consent required under this paragraph shall be witnessed by a Plan representative or notary public.

#### 6.05 *Withdrawal of Total Account After Age 59<sup>1/2</sup>*

Upon proper written application on such form as the Committee may specify, a Participant who has attained age 59<sup>1/2</sup> shall be permitted to withdraw, as of any Valuation Date, all or a portion of his Employee Contribution Account and his Rollover Account, but in no event shall such withdrawal be permitted for amounts less than \$500, and shall be limited in frequency to one withdrawal for each Plan Year for each Participant. A Participant requesting a withdrawal under this Section 6.05 shall request, complete and deliver the appropriate form to the Committee prior to the Valuation Date on which the withdrawal is to be effective. All withdrawals hereunder shall be made in cash as soon as practicable following the applicable Valuation Date. A Participant exercising a withdrawal under this Section 6.05 shall not have his participation in the Plan restricted on account of such withdrawal. Participants receiving withdrawals under this Section 6.05 shall be charged a processing fee in the amount of twenty-five dollars (\$25) to cover administrative costs. Such processing fee shall be applied against such a Participant's withdrawal.

#### 6.06 *Hardship Withdrawals of Employee Contributions*

Distribution of a Participant's Employee Contributions (and earnings on all Employee Contributions accrued as of December 31, 1988) may be made to a Participant in the event of a hardship. For the purposes of this Section 6.06, hardship is defined as an immediate and heavy financial need of the Participant when such Participant lacks other available resources.

- (a) The following circumstances are the only financial needs considered immediate and heavy:
  - (i) Deductible medical expenses (within the meaning of Code Section 213(d)) previously incurred by the Participant, the Participant's spouse, children, or dependents, or necessary for such persons to obtain such care;

- (ii) The purchase (excluding mortgage payments) of a principal residence for the Participant;
- (iii) Payment of tuition and related educational fees for the next 12 months of post secondary education for the Participant, the Participant's spouse, children, or dependents; or
- (iv) The need to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence.

25

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- (b) A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:
    - (i) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans available under all Plans maintained by the Company;
    - (ii) All plans maintained by the Company provide that the Participant's Employee Contributions (or other pre-tax elective deferrals) and Participant after-tax contributions will be suspended for a 12 month period after the receipt of the hardship distribution;
    - (iii) The distribution is not in excess of the amount necessary to satisfy the immediate and heavy financial need; and
    - (iv) All plans maintained by the Company provide that the Participant may not make Employee Contributions (or other elective deferrals) for the Participant's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code Section 402(g) for such taxable year less the amount of such Participant's Employee Contributions (or aggregate pre-tax elective deferrals) for the taxable year of the hardship distribution.
  - (c) Notwithstanding the foregoing, the amount of any hardship distribution must equal or exceed \$500.
  - (d) A processing fee of twenty-five dollars (\$25) will be charged each Participant for each hardship distribution.
  - (e) Any hardship distribution will be withdrawn in a proportional manner from each of the investment accounts in which the Participant's Employee Contribution Account is invested at the time of the distribution, as determined by a uniform and nondiscriminatory administrative procedure.
  - (f) Notwithstanding any of the foregoing provisions to the contrary, the amount of any distribution under this Section 6.06 may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

#### 6.07 **Hardship Withdrawals of Rollover Accounts**

Distribution of a Participant's Rollover Account may be made to a Participant in the event of a hardship. For the purposes of this Section 6.07, hardship is defined as an immediate and heavy financial need of the Participant when such Participant lacks other available resources.

- (a) The circumstances which shall be the only financial needs considered immediate and heavy shall be those circumstances pursuant to Section 6.06(a). Notwithstanding the foregoing, a distribution shall be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if the Company has determined that distribution is not in excess of the amount necessary to satisfy the immediate and heavy financial need, or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination shall be made on the basis of all relevant facts and circumstances, and shall include a reasonable consideration of all of the employee's resources. An employee's resources shall be deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A distribution may be treated as necessary to satisfy a financial need if the Company relies upon the Participant's written representation, unless the Company has actual knowledge to the contrary that the need cannot be reasonably relieved (1) through reimbursement or compensation by insurance or otherwise; (2) by liquidation of the Participant's assets; (3) by cessation of all elective contributions or employee contributions under the Plan; or (4) by other distributions or nontaxable (at the time of the loan) from

26

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plans maintained by the Company or by any other employer, or by borrowing from commercial sources on reasonable commercial terms, in an amount to satisfy the need. However, for purposes of the foregoing, a need cannot be reasonably relieved by one or more of the sources if the direct result of taking any one of the actions would be an increased financial need.

- (b) Notwithstanding the foregoing, the amount of any hardship distribution must equal or exceed \$500.
- (c) A processing fee of twenty-five dollars (\$25) will be charged each Participant for each hardship distribution.
- (d) Any hardship distribution will be withdrawn in a proportional manner from each of the investment accounts in which the Participant's Rollover Account is invested at the time of the distribution, as determined by a uniform and nondiscriminatory administrative procedure.
- (e) Notwithstanding any of the foregoing provisions to the contrary, the amount of any distribution under this Section 6.07 may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

7.01 ***Company Responsibility***

The Company shall be the named fiduciary for the Plan and shall be responsible for the general administration of the Plan and for carrying out the provisions thereof.

7.02 ***Powers of Company***

The Company shall have any and all power and authority (including discretion with respect to the exercise of that power and authority) which shall be necessary, properly advisable, desirable or convenient to enable it to carry out its duties under the Plan. The Company may delegate all or part of such power and/or authority.

7.03 ***Saving Plan Committee***

There shall be a Savings Plan Committee (referred to herein as the "Committee"), composed of no less than three and no more than five members, employees, officers, or directors of an Employer, and who may be Participants under the Plan. All members shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. These members shall serve without compensation from the Trust Fund. The Board of Directors may at any time remove a member and may appoint a member to fill any vacancy among the members of the Committee.

7.04 ***Powers of Committee***

The Committee shall have the powers specifically delegated to it in the Plan. These powers are limited as provided below:

- (a) To find facts and make determinations required by the provisions of the Plan and to develop procedures for making such determinations including that of eligibility of an Employee to participate in the Plan.
- (b) To authorize the Trustee to make payment of benefits from the Trust Fund to Participants and beneficiaries entitled to such benefits under the Plan and to set up procedures governing the manner in which such authorizations will be made.

27

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- (c) To receive from Employees, Participants, and beneficiaries such notices, forms, requests and the like pertaining to the Employer's responsibilities and obligations provided under the Plan and to act and process the same and to obtain from the Employer, Employees, Participants and beneficiaries all other information as may be necessary for the proper administration of the Plan.
  - (d) To dispense to Employees, Participants and beneficiaries such materials as may be provided for herein or as may be consistent with the Code or ERISA.
  - (e) To develop procedures affording Participants and the Employer opportunities to make objection with respect to the Committee's findings and determinations.
  - (f) To conduct the claims and appeals procedure specified in Section 7.08 hereof.
  - (g) To take all actions otherwise delegated to the Committee under the Plan.

All powers of the Committee shall be exercised in a manner consistent with all provisions of the Plan, and the Committee shall have no power or authority to add to, subtract from, or modify the Plan, or any provision thereof, but shall be authorized to interpret and apply the provisions of the Plan.

7.05 ***Meetings of Committee***

The Committee shall meet at such times and for such periods for the transaction of necessary business as may be mutually agreed upon by its members. Minutes shall be kept of all meetings of the Committee and there shall be recorded in such minutes all action taken by the Committee with respect to the granting or denial of Plan distributions. The Committee may invite consultants or special representatives to attend meetings and to participate in the discussions of the Committee. To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Committee a majority of the members. At all meetings of the Committee, each member present shall have one vote.

7.06 ***Decisions of Committee***

Decisions of the Committee shall be by majority of the votes cast and shall be binding upon the Employers, Employees, Participants and beneficiaries. No ruling or decision of the Committee in any one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each specific claim.

7.07 ***Indemnification of Committee***

The Committee and the officers and directors of the Employers shall be entitled to rely upon all tables, valuations, certificates and reports furnished by a consultant, upon all certificates and reports made by any accountant, and upon all opinions given by any legal counsel. The Committee and the officers and directors of the Employers shall be fully protected against any action taken in good faith in reliance upon any such tables, valuations, certificates, reports or opinions. All actions so taken shall be conclusive upon each of them and upon all persons having an interest under the Plan. To the extent permitted by law, no member of the Committee shall be held personally liable by virtue of any instrument executed by him or on his behalf as a member of the Committee, or for any mistake or judgment made or for any neglect, omission or wrongdoing of anyone employed by the Employer, or for any loss unless resulting from his own gross negligence or willful misconduct. To the extent permitted by law, Committee members shall be indemnified by the Employers against expenses, including attorneys' fees, reasonably incurred by him in connection with any action to which he may be a party by reason of

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foregoing right of indemnification shall be in addition to any other rights to which the Committee may be entitled as a matter of law.

7.08 ***Claims for Benefits and Appeals***

- (a) Where a claim for benefits is denied by the Committee, notice of such denial must be given in writing within 90 days after such claim was received. Such notice must give the specific reasons for such denial, a specific reference to the provision of the Plan on which such denial is based, any additional information or material that may be needed to perfect such claim, and an explanation of the claims review procedure.
- (b) Any claimant who is denied benefits shall have 90 days from the date of the denial in which to file an appeal with the Committee for a full and fair review. A decision by the Committee will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The Committee's decision on review shall be written and include specific reasons for the decision, written in a manner calculated to be understood by the claimant with specific references to the pertinent Plan provisions on which the decision is based.

7.09 ***Expenses***

The operation and administrative expenses of the Committee, including but not limited to the compensation of consultants, accountants, legal counsel and other specialists, shall be expenses of the Plan and subject to the provisions of Section 13.02. Nothing herein shall preclude an Employer from electing to pay such expenses on behalf of its Employees.

**ARTICLE VIII  
TOP HEAVY PROVISIONS**

8.01 ***Top Heavy Provisions***

- (a) The Plan shall be deemed to be a top heavy plan for a Plan Year if, as of a Determination Date, the aggregate value of the Total Accounts of Key Employees exceeds 60% of the aggregate value of the Total Accounts of all Participants, or if the Plan is part of a required Aggregation Group which is top heavy. For purposes of this test, any distributions made during the five Plan Years ending on the Determination Date shall be taken into account. If a Participant was not a Key Employee during the five Plan Years ending on the Determination Date, but such individual was a Key Employee during any previous Plan Year, the value of his Total Account shall not be taken into account. Further, if any Employee has not performed services for the Employer at any time during the five-year period ending on the Determination Date, the value of such Employee's Total Account shall be disregarded. In no event shall the Plan be considered top heavy if it is part of a required or permissive Aggregation Group which is not top heavy.
- (b) For purposes of this Section 8.01, the following terms shall have the meaning indicated:
  - (i) Key Employee means any Participant who at any time during the Plan Year or any of the four preceding Plan Years is:
    - (A) an officer of an Employer. No more than 50 Employees (or, if lesser the greater of three or 10% of the Employees) shall be treated as officers. No Employee whose annual Compensation from the Employer is less than or equal to 50% of the amount specified in Code Section 415(b)(1)(A), adjusted for automatic increases permitted by law or regulation for such year, shall be treated as an officer;

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- (B) one of the 10 Employees owning or considered as owning (under Code Section 318) the largest interest in an Employer, if such Employee's Compensation is greater than the amount specified in Code Section 415(c)(1)(A), adjusted for any automatic increases permitted by law or regulation for such year;
  - (C) a more than five percent owner of the Employer; or
  - (D) a more than one percent owner of the Employer having annual Compensation from the Employer of more than \$150,000.

For the purpose of determining top 10 owners, five percent owners and one percent owners, neither the aggregation rules nor the rules of Code Sections 414(b), (c), (m) and (o) shall apply.

- (ii) Non-Key Employee means an Employee who is not a Key Employee.
- (iii) Determination Date means the last day of the preceding Plan Year.
- (iv) Plan Year means any calendar year commencing on or after January 1, 1993.

- (v) A required Aggregation Group is each plan of the Employers which provides benefits to a Key Employee and each other plan of the Employers, if any, which is included with this Plan for purposes of meeting the requirements of Code Sections 401(a)(4) or 410. A permissive Aggregation Group is this Plan and each other plan of the Employer which in total would continue to meet the requirements of Code Sections 401(a)(4) and 410 with such other plan being taken into account (i.e., such other plan provides comparable benefits and satisfies the coverage test). For purposes hereof, an Aggregation Group shall include a terminated plan described in Code Section 416(g)(3). An Aggregation Group will be deemed to be a "top heavy group" if the sum of (a) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group, and (b) the aggregate of the accounts of Key Employees under all defined contribution plans included in such group, exceeds 60% of a similar sum determined for all Employees.
- (vi) "Employee" and "Key Employee" shall also include Beneficiaries of such an Employee. Inherited benefits shall retain the character of the benefits of the Participant.

## 8.02 *Minimum Contribution*

Notwithstanding the provisions of Articles III and IV, for any Plan Year during which the Plan is deemed to be top heavy, the Employer shall make a minimum contribution on behalf of each Non-Key Employee which shall be no less than three percent of the annual compensation (as such term is defined under Section 1.415-2(d) of the Income Tax Regulations) of the Non-Key Employee; provided, however, that if the Employer contribution allocated on behalf of the Key Employee Participant for whom such allocation represents the highest percentage of annual compensation (as limited to \$200,000 (\$150,000 effective January 1, 1994), as indexed in accordance with Code Section 401(a)(17)) for the given Plan Year of all Key Employee Participants is a lesser percentage, the minimum contribution shall be reduced to such lesser percentage. For purposes of this Section 8.02, all defined contribution plans that are included in an Aggregation Group shall be considered as one plan. Any allocation of a minimum contribution that is required hereunder shall be made to any Non-Key Employee who has not separated from service by the end of such Plan Year.

Notwithstanding the foregoing, if this Plan is top heavy for any Plan Year and if a Participant who is a Non-Key Employee also participates in any qualified defined benefit plan in the required aggregation group which is top-heavy, the minimum contribution shall be provided under each plan

30

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to each Non-Key Employee who is eligible to receive such minimum contribution. Moreover, if at any time any Participants of this Plan also participate in a qualified defined benefit plan in the Required Aggregation Group, and regardless of whether any Plan is top heavy or "super top heavy," then for any Plan Year in which this Plan is top heavy, Section 11.11(c) shall be modified by the substitution of the phrase "one hundred percent (100%)" for the phrase "one hundred twenty-five percent (125%)" wherever the latter phrase appears in Section 11.11(c). In the event that the annual additions and annual benefits of a Key Employee shall be in excess of such limitation as modified herein, no contributions shall be allocated to his accounts under this Plan until such Participant is brought into compliance or this Plan ceases to be super top-heavy. The Plan shall be treated as super top-heavy in any Plan Year in which the aggregate of the accounts of Key Employees under all defined contribution plans included in such group exceeds 90% of a similar sum determined for all Participants, as such sums are determined under subparagraph 8.01(b)(v), above.

Except to the extent used for the purpose of determining the largest percentage of annual compensation contributed by the Employer for a given year on behalf of a Key Employee Participant, Employee Contributions described in Section 3.01 hereof and Employer Contributions described in Section 4.01 hereof shall not be considered Employer Contributions under this Section 8.02.

## 8.03 *Plan Year in Which Plan Ceases to Be Top Heavy*

In any Plan Year that the Plan ceases to be top heavy, the above provisions shall no longer apply.

## 8.04 *Application of Top Heavy Provisions*

In applying this Article, an Employer and all of its Affiliates shall be treated as a single employer, and all qualified plans maintained by such single employer shall be taken into account to the extent required under Code Section 416.

## ARTICLE IX *THE TRUST FUND AND TRUSTEE*

### 9.01 *Trust Agreement*

The Company has entered into a Trust Agreement with the Trustee to hold the funds necessary to provide the benefits set forth in this Plan. The Trust Fund shall be received, held in trust, and disbursed by the Trustee in accordance with the provisions of the Trust Agreement and this Plan. No part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Participants, retired Participants, disabled Participants, their beneficiaries or contingent beneficiaries under this Plan. No person shall have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement.

The Trust Agreement may contain provisions granting authority to the Company to settle the accounts of the Trustee on behalf of all persons having or claiming an interest in the Trust Fund. The Company shall have the right to amend any and all provisions of the Trust Agreement without the consent of the other Employers. The other Employers shall be notified in writing of any such amendments.

### 9.02 *Removal of Trustee*

The Board of Directors may remove the Trustee at any time upon the notice required by the terms of the Trust Agreement, and upon such removal or upon the resignation of a Trustee, the Board of Directors shall appoint a successor Trustee.

9.03 ***Powers of Trustee***

The Trustee shall have such powers to hold, invest, reinvest, or purchase annuities on the lives of Participants, or to control and disburse the funds as at that time shall be set forth in the Trust Agreement or this Plan.

9.04 ***Appointment of Independent Accountants***

The Company may select a firm of independent public accountants to examine and report on the financial position and the results of the operations of the Trust Fund created under the Plan, at such times as it deems proper and/or necessary.

9.05 ***Appointment of Investment Manager***

The Company may select an independent investment manager to invest a specified portion of the Trust Fund. Such investment manager shall be either registered as an investment manager under the Investment Adviser's Act of 1940, a bank or an insurance company, and shall acknowledge in writing that he is a fiduciary with respect to the Plan.

9.06 ***Application of Trust Provisions***

The Trust Agreement shall be deemed to form a part of the Plan, and all rights of Participants or others under this Plan shall be subject to the provisions of the Trust Agreement.

**ARTICLE X  
AMENDMENT AND TERMINATION**

10.01 ***Right to Amend***

The Company reserves the right at any time, by action of its Board of Directors, to modify or amend, in whole or in part, any or all of the provisions of the Plan, including specifically the right to make such amendments effective retroactively, if necessary, to bring the Plan into conformity with government regulations which must be complied with so that the Plan and Trust Fund may be eligible for tax benefits. No modification or amendment shall make it possible for Trust Fund assets to be used for, or diverted to, purposes other than the exclusive benefit of Participants, former Participants and their beneficiaries, except as indicated in Section 11.12. No amendment to the Plan shall decrease a Participant's account balance or eliminate an optional form of distribution. Other Employers, by their adoption of the Plan, consent to the Company's right to amend the Plan and shall be notified in writing of any such amendments.

If the vesting provisions set forth in Sections 4.03 and 8.03 are amended, any Participant who, as of the effective date of the amendment, had been credited with three or more Years of Service for vesting purposes may irrevocably elect to have his nonforfeitable interest in the Employer minimum contributions made on his behalf computed without regard to the amendment. Notice of the amendment and the availability of the election shall be given to each such Participant, and the election may be exercised by the Participant by notice to the Committee within 60 days after the later of (a) the Participant's receipt of the notice, (b) the day the amendment is adopted, or (c) the effective date of the amendment.

10.02 ***Right to Terminate***

The Company may, by action of its Board of Directors, terminate the Plan or discontinue contributions thereto at any time. In addition, subject to the provisions of Section 10.03, an Employer may at any time discontinue its participation in the Plan with respect to its Employees and, subject to the provisions of 10.04, the Company may discontinue the participation of any other Employer in the Plan with respect to the Employees of such Employer. If the Plan is completely or partially terminated, the Total Accounts of the affected Participants shall be

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nonforfeitable. If the Plan is terminated, the interest of each affected Participant shall be distributed as provided in Section 6.02.

10.03 ***Withdrawal by an Employer***

An Employer (other than the Company) may withdraw from participation in the Plan or completely discontinue contributions to the Plan at any time. Such withdrawal or discontinuance shall constitute a termination of the Plan as to such Employer. Any such withdrawal or discontinuance shall be evidenced by a written instrument executed by or at the direction of such Employer's board of directors or other governing body and delivered to the Company and the Trustee. Such withdrawal or discontinuance shall be effective as of the date such written instrument is delivered unless another effective date is designated in such instrument and approved by the Company.

10.04 ***Employer Discontinuance by the Company***

The Company may discontinue the participation of any other Employer in the Plan, or cause the complete discontinuance of contributions to the Plan for Employees of such Employer at any time. Any such discontinuance shall constitute a termination of the Plan as to such Employer. Any such discontinuance shall be evidenced by a written instrument executed on behalf of the Company and delivered to the affected Employer and the Trustee. Such discontinuance shall be effective as of the date such written instrument is so delivered unless another effective date is designated in such instrument.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

#### 11.01 ***Merger of Plans***

In the case of any consolidation or merger of this Plan with any other Plan or in the case of any transfer of assets or liabilities of this Plan to any other plan, each Participant of the Plan would (if the Plan then terminated) receive a benefit immediately after the consolidation, merger or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger consolidation, or transfer (if the Plan had then terminated). The Company reserves the right to merge or consolidate the Plan with, or transfer the assets of the Plan to, any other pension, profit sharing or stock bonus plan which meets the qualification requirement of Code Section 401(a) (including an arrangement described in Code Section 401(k)) in accordance with the foregoing, without the consent of any other Employer or other person, provided that such other Employers are given at least 30 days' notice of any such action.

#### 11.02 ***Non-Alienation of Benefits***

None of the benefits under the Plan are subject to the claims of creditors of Participants or their beneficiaries, and will not be subject to attachment, garnishment or any other legal process except as may be provided by a Qualified Domestic Relations Order. Neither a Participant, a retired Participant, a disabled Participant nor his beneficiaries may assign, sell, or otherwise encumber any of his beneficial interest in the Plan and Trust Fund, nor shall any such benefits be in any manner liable for or subject to the deeds, contracts, liabilities, engagements, or torts of any Participant, retired Participant, disabled Participant, or beneficiary.

#### 11.03 ***Continuation of Plan***

Although the Employers intend that this Plan shall be continued and its contributions made regularly, this Plan is entirely voluntary on the part of an Employer, and the continuance of the Plan and the payments thereunder are not assumed as a contractual obligation of an Employer.

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#### 11.04 ***Rights of Participants***

This Plan shall not be deemed to constitute a contract between an Employer and any Participant or to be a consideration or any inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon such individual as a Participant in the Plan.

#### 11.05 ***Designation of Beneficiary***

Each Participant shall file with the Committee a written designation of a beneficiary or beneficiaries, on a form approved by the Committee, who shall receive payment of the Participant's interest under the Plan in the event of his death. If the Participant is married, such beneficiary must be his spouse unless his spouse consents, in writing, to the specific designation of another beneficiary and such consent is witnessed by a Plan representative or notary public. Spousal consent is not required, however, if the spouse cannot be located or in such other circumstances as may be provided by applicable regulation.

#### 11.06 ***Governing Law***

This Plan shall be construed in accordance with the laws of the State of Ohio, except where such laws are superseded by ERISA.

#### 11.07 ***Payment to Minor or Incompetent***

In making any distribution to or for the benefit of any incompetent or minor beneficiary, the Committee, in its sole and absolute discretion may, but need not, order the Trustee to make such distribution to a legal or natural guardian or other relative of such minor or court appointed committee of any incompetent, or to any adult with whom such person temporarily or permanently resides; and any such guardian, committee, relative or other person shall have full authority and discretion to expend such distribution for the use and benefit of such person; and the receipt by such guardian, committee, relative or other person shall be a complete discharge to the Trustee, without any responsibility on its part or on the part of the Committee to see to the application thereof.

#### 11.08 ***Non-Diversion of Assets***

Subject to the provisions of Section 11.12, there shall be no diversion of any portion of the assets of the Trust Fund other than for the exclusive benefit of Participants, former Participants, and their beneficiaries.

#### 11.09 ***Severability***

If any provision of this Plan is held to be invalid or unenforceable, such determination shall not affect the other provisions of this Plan. In such event, this Plan shall be construed and enforced as if such provision had not been included herein.

#### 11.10 ***Application of Plan Provisions***

This Plan shall be binding upon all Participants and their beneficiaries and upon the heirs, executors, administrators, successors and assigns of all persons having an interest herein.

#### 11.11 ***Limitation on Contributions***

(a) In no event shall the total annual additions on behalf of a Participant under this Plan and under any other defined contribution plan or plans maintained by the Employer with respect to any Limitation Year exceed the lesser of \$30,000, as adjusted under Code Section 415(d) or

25% of the total compensation, within the meaning of Code Section 415(c)(3), paid to the Participant by an Employer within such Limitation Year. All amounts contributed to any defined contribution plan maintained by an Affiliate (taking into account Section 415(h) of the Code), other than a plan described in Code Section 415(c)(6), shall be aggregated with contributions made by the Employer under this Plan in computing any Employee's annual additions limitation.

For purposes of this section, "total annual additions" for any Limitation Year shall mean the sum of the following:

- (i) Employer Contributions under this Plan (which term shall include Employee Contributions) and under any other defined contribution plan maintained by the Employers;
  - (ii) Forfeitures;
  - (iii) Any employee contributions under any other defined contribution plan maintained by the Employers;
  - (iv) Amounts allocated to an individual medical account under Code Section 415(l) which is part of a pension or annuity plan maintained by the Employer or derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee (as defined in Code Section 419A(d)(3)), under a welfare benefit fund (as defined in Code Section 419(e)), maintained by the Employer.
- (b) In the event that a Participant's total annual additions for any Limitation Year exceed the limitations of (a) above because of a reasonable error in estimating a Participant's Compensation, the allocation of forfeitures, or due to such other facts and circumstances as the Commissioner of Internal Revenue finds justifiable, his total annual additions shall be reduced in the following order until such limitations are met:
- (i) Employee Contributions made on the Participant's behalf in the Limitation Year that are in excess of three percent of the Participant's Compensation shall, to the extent that such reduction would reduce the excess amount, be reduced or eliminated and returned to the Participant, including any investment gains attributable to such excess amounts.
  - (ii) If further corrective adjustment is necessary after the application of subparagraph (i), and the Participant still is an active Participant in the Plan at the end of the limitation year, the amount of Employee Contributions made on the Participant's behalf that are not in excess of three percent, and Employer Contributions made on the Participant's behalf in the Limitation Year shall be proportionately reduced to the extent necessary to meet the above limitations.

The amounts of any such Employee Contributions returned under subparagraphs (i) or (ii) will be disregarded for purpose of Code Section 402(g), the Actual Deferral Percentage test of Code Section 401(k)(3), and the Actual Contribution Percentage test of Code Section 401(m)(2).

Any amounts of Employer Contributions reduced pursuant to subparagraph (ii) shall be applied to reduce the Employer Contributions (including any allocation of forfeitures) for such Participant in the next limitation year and in each succeeding limitation year if necessary.

If an excess amount still exists after the application of subparagraphs (i) and (ii) and the Participant is not a Plan Participant at the end of the Limitation Year, any excess amount will be allocated to a suspense account and the suspense account will be used to reduce Employer Contributions for all remaining Participants in the next limitation year and for each succeeding limitation year, as necessary. If a suspense account exists for any limitation year, all amounts in such suspense account must be allocated and reallocated to the Participants' Accounts before any Employer or Employee Contributions may be made to the Plan for that limitation year. Excess amounts attributable to Employer Contributions may not be distributed to Participants or Former Participants. If a suspense account is in existence at any time during the limitation year pursuant to this paragraph, such suspense account will not share in the allocation of the gains and losses of the Trust Fund. In the event of Plan termination, the balance of the suspense account shall be returned to the Employer.

The Committee may change the order of the reductions listed above in any manner which, in the judgment of the Committee, is in the Participant's best interest.

- (c) This paragraph (c) applies only to Limitation Years beginning before January 1, 2000. If a Participant is also a participant in a defined benefit plan maintained by the Employer, the sum of the defined benefit plan fraction and the defined contribution plan fraction for any Limitation Year shall not exceed 1.0. The defined benefit plan fraction for any Limitation Year is a fraction, the numerator of which is the Participant's projected annual benefit under such plan (determined as of the close of the year), and the denominator of which is the lesser of 125% of the dollar limit in Code Section 415(b)(1)(A) or 1.4 times 100% of the Participant's average Total Compensation over that period of consecutive calendar years (not more than three) during which his Total Compensation was the highest. The defined contribution plan fraction for any Limitation Year is a fraction, the numerator of which is the sum of the annual additions on behalf of the Participant under this Plan and any other defined contribution plan or plans maintained by the Employer as of the close of the year and the denominator of which is the sum of 1.25 times the maximum dollar limit or 1.4 times the maximum percentage limit, whichever is smaller on a year-by-year basis, which could have been made under Code Section 415(c) for such year and for each prior year of service with the Employer, subject to any transition adjustments allowed by law and adopted by the Committee. Any adjustment necessary to comply with the limitations of this Section 11.11(c) shall be made in the Participant's benefit payable under the defined benefit plan.
- (d) For purposes of this Section 11.11, the Limitation Year shall mean the calendar year.

- (e) For purposes of this Section, effective for years beginning after December 31, 1997, the term "Compensation" shall mean compensation within the meaning of Code Section 415(c)(3) and the regulations thereunder.

#### 11.12 *Return of Contributions*

Notwithstanding any provision of the Plan to the contrary, Employer Contributions shall be returned to the Employers and contributions made by Participants shall be returned to Participants under the following circumstances:

- (a) **Mistake**—If and to the extent that any contribution was made by a mistake in fact, the Committee may direct the Trustee to return an Employer Contribution to the Employer and return an Employee Contribution to a Participant at any time within one year after the payment of such contribution.
- (b) **Nondeductibility**—If the Internal Revenue Service determines that a contribution is not deductible under Code Section 404, the Committee shall direct the Trustee to return an

36

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Employer contribution to the Employer and return an Employee Contribution to a Participant at any time within one year after the date of disallowance of the deduction.

- (c) **Qualification**—If after the filing of materials with respect to the initial qualification of the Plan within the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe, the Internal Revenue Service determines that the Plan and the Trust fail to qualify under Code Sections 401 and 501, the Committee may direct the Trustee to return an Employer Contribution to the Employer and return an Employee Contribution to a Participant at any time within one year after such determination.

#### 11.13 *Rollover Contributions*

Under such rules and procedures as the Committee may establish, any Employee may make a cash contribution to this Plan of all or a portion of the amount received in a distribution described in Code Sections 402(f)(2)(A) or 408(d)(3)(A)(ii) from a qualified pension, profit sharing or stock bonus plan (including an arrangement described in Code Section 401(k)), or from a rollover account or annuity established in accordance with Code Section 408(d)(3). Such contribution must not include after-tax amounts contributed to the plan, account or annuity described in the preceding sentence, or regular IRA contributions, and must be received by the Trustee on or before the 60th day after the day on which the Employee received the distribution. Before accepting any such contributions from an Employee under this Section, the Committee shall determine to its satisfaction that such contribution does not contain amounts from sources other than provided in this Section.

#### 11.14 *Military Service*

Notwithstanding any provision of the Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). "Qualified military service" means any service in the uniformed services (as defined in Chapter 43 of title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

### ARTICLE XII *LOANS*

#### 12.01 *Availability of Loans*

Subject to the provisions of this Article XII, Employees who are currently participating in the Plan and Employees with Rollover Accounts (herein referred to in this Article XII as "Eligible Applicants") may apply for a loan from the Plan. All such applications for a loan made by an Eligible Applicant shall be approved or denied by the Committee in accordance with a uniform, nondiscriminatory policy and such action by the Committee shall be final. Any loan approved shall be effective as of the "loan effective date" (as hereinafter defined) provided the loan application was submitted to the Committee within a reasonable time (as determined by the Committee) prior to the loan effective date. Any loan shall only be made in consideration of adequate security. For purposes hereof the term "loan effective date" shall mean the date, mutually agreed upon by the Participant and the Committee, on which the loan shall be considered effective. An Eligible Applicant may have only one loan outstanding at any time.

The Committee may establish rules governing the granting of loans, provided (i) that such rules are not inconsistent with the provisions of this Article XII, (ii) that any such rules adopted by the Committee shall be described in the documents supporting the loan transaction, and (iii) that loans are made available to all Eligible Applicants on an equivalent basis and are not made available to

37

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Eligible Applicants who are Highly Compensated in an amount greater than the amount made available to other Eligible Applicants.

#### 12.02 *Terms and Conditions of Participant Loans*

- (a) Amount of Loan. At the time the loan is made, the principal amount of the loan shall not exceed the lesser of:
- (i) \$50,000, as reduced by the excess, if any, of the Eligible Applicant's highest outstanding loan balance from the Plan during the one-year period ending on the day before the date such new loan is secured over the outstanding balance of loans from the Plan on the date such loan is made; or
  - (ii) one-half of the current value of the vested Total Account of the Eligible Applicant under the Plan.

For purposes of the foregoing, the current value of a vested Total Account shall be determined as of the Valuation Date immediately preceding the loan effective date adjusted for any distributions or contributions made after such Valuation Date. No loan shall be made in an amount less than \$1,000. Any loan amount shall be made in accordance with Section 12.03.

- (b) Application for Loan. The Eligible Applicant must give the Committee adequate written notice, as determined by the Committee, of the requested amount and desired time for receiving a loan.
- (c) Length of Loan. The Eligible Applicant and the Committee shall arrange for the repayment of a Plan loan. The period of repayment shall not exceed five years from the date the loan is made (with renewals to be considered extensions of the period). All repayment schedules (whether by payroll withholding or otherwise) shall commence no later than two pay periods after the disbursement of the loan and shall provide for substantially level amortization of principal and interest by payments no less frequent than quarterly. A Participant on a leave of absence and an Eligible Applicant who is not actively at work must make principal and interest payments in the amount and on such dates as otherwise due. In the event such payments are not made, the maturity of the loan shall be accelerated and the outstanding principal amount of the loan, together with all accrued interest, shall be deemed immediately due and distributable when the Participant terminates employment with the Company, or at such other date as the Committee deems reasonable and as may be specified by applicable law and regulation. Payments of both principal and interest shall be allocated to the Participant's Total Account pursuant to his investment election relating to future contributions made on his behalf as described in Section 5.03(b) hereof.
- (d) Prepayment. The Eligible Applicant shall be permitted to repay the loan in total as of any time prior to maturity without penalty. Furthermore, a Participant who terminates his service with the Employer may repay the loan in total as of his date of termination without penalty.
- (e) Note. The loan shall be evidenced by a promissory note executed by the Eligible Applicant and delivered to the Committee. The Eligible Applicant will agree to execute any other documents (e.g., payroll withholding forms) that may be necessary to effect the loan.
- (f) Interest. All loans shall be considered investments of the Trust and interest shall be charged on the loan at a rate equal to the prime rate published in the Wall Street Journal on the first day of the calendar quarter in which the loan was initiated plus one percent.
- (g) Security. Subject to the extent required under regulations promulgated by the Secretary of Labor or his delegate, a Plan loan shall be secured by an assignment of the Eligible

38

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Applicant's right, title and interest in his Total Account under the Plan. The Committee may also require such additional collateral as may be deemed necessary to adequately secure repayment of the loan.

- (h) Processing Fee. The Eligible Applicant shall be required to pay a loan application processing fee of \$50 for each loan application which is approved, such fee to be deducted from the loan proceeds.
- (i) Default. The Committee shall take reasonable steps to secure repayment of any loan granted hereunder in accordance with its terms; however, when the Committee declares a loan to an Eligible Applicant to be in default the outstanding balance of the loan, together with unpaid, accrued interest, shall be deemed a lien against the Total Account maintained on behalf of the Eligible Applicant and no contributions or distributions of any kind (other than distributions due to loan default) may thereafter be made by or on behalf of the Eligible Applicant to or from this Plan during the continuance of the default. The Committee shall take such reasonable steps as deemed necessary to eliminate the default before causing a distribution to be made to the Eligible Applicant for the purpose of fully amortizing the loan outstanding; however, should the loan remain in default after these steps are taken, the Committee will consider the entire amount of the loan outstanding as a distribution and will process the Total Account of the Eligible Applicant accordingly.
- (j) Other Terms and Conditions. The Committee shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust Fund under Code Section 401(a), to exempt the loan transaction from the prohibited transaction rules under Code Section 4975, or to prevent the treatment of the loan for tax purposes as a distribution to the Eligible Applicant. The Committee may fix other terms and conditions of the loan, not inconsistent with the provisions of this Article XII.
- (k) No Prohibited Transactions. No loan shall be made unless such loan is exempt from the tax imposed on prohibited transactions by Code Section 4975 or would be exempt from such tax (if the Eligible Applicant were a disqualified person as defined in Section 4975(e)(2) of the Code) by reason of Code Section 4975(d)(1).

### 12.03 *Loan Accounts*

A loan made by the Plan to an Eligible Applicant in accordance with Sections 12.01 and 12.02 shall be made pro rata from all current investments beginning with the Eligible Applicant's Employee Contribution Account and then from the Eligible Applicant's Rollover Account, if applicable, and then from the Eligible Applicant's Employer Contribution Account. Payments of principal and interest on loans shall be paid over to the Trustee as soon as possible after each payroll deduction or other repayment, and for all purposes of the Plan except Section 5.02(b), they shall be credited to the appropriate account of the Eligible Applicant as of the date they were withheld and invested in accordance with the Eligible Applicants' current Investment Elections.

The Committee shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of loan accounts.

**ARTICLE XIII**  
**ADOPTION OF PLAN BY OTHER EMPLOYERS**

**13.01 Adoption by Other Employers**

Any Affiliate or other business entity may, with the consent of the Board of Directors, adopt the Plan and become an Employer hereunder by executing an instrument evidencing such adoption and filing a copy of such instrument with the Company and the Trustee. Such adoption may be subject to such terms and conditions as the Company requires or approves. By adoption of the

39

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Plan, an Employer other than the Company shall be deemed to consent to actions taken by the Company in entering into the Trust Agreement and any other arrangements for the purpose of providing benefits under the Plan and authorizes the Company to take any actions within the authority of the Company under the terms of the Plan.

**13.02 Sharing of Costs and Expenses**

To the extent there is more than one Employer, the costs of the Plan (including Employer Contributions and expenses incurred in connection with the Plan or Trust Fund, but exclusive of any expenses to be paid from the Trust Fund) shall be shared by the Employers on such basis as may be agreeable to the Company and the other Employers and as will permit, to the extent possible, the deduction of such costs (for federal income tax purposes) by the Employers.

**IN WITNESS WHEREOF, OfficeMax, Inc.** has caused this instrument to be executed by its duly authorized officer effective as of this 15th day of December, 1999.

OfficeMax, Inc.

By: /s/ ROSS H. POLLOCK

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Ross H. Pollock  
Secretary

40

**EXHIBIT 4.1**

**The OfficeMax, Inc. Savings Plan**  
**Appendix for Participants who are employed in the Commonwealth of Puerto Rico**

**(Effective January 1, 2000)**

**INTRODUCTION**

Effective January 1, 2000, this Appendix is attached to and made a part of the OfficeMax, Inc. Savings Plan (Amended and Restated Effective November 1, 1997) (the "Plan") and applies only to OfficeMax, Inc. eligible employees working in the Commonwealth of Puerto Rico.

All provisions and terms of the Plan are intended to comply with Section 1165(a) of the Puerto Rico Internal Revenue Code of 1994, as amended (the PR Code), and all regulations issued pursuant thereto, so that the Plan may at all times constitute a qualified plan with tax-exempt status. The Plan is further designed to maintain a qualified cash or deferred arrangement under Section 1165(e) of the PR Code.

The provisions of the Plan apply to all Participants who are employed in the Commonwealth of Puerto Rico unless specifically superseded by a provision in this Appendix.

All defined terms and provisions of the Plan document are specifically incorporated in this Appendix, except to the extent such terms or provisions are defined or differentiated herein. The provisions of this Appendix shall supersede any conflicting or inconsistent provision of the Plan.

**ARTICLE I—DEFINITIONS**

**1.01PR** The Puerto Rican operations are considered an "Affiliate" of the Company described in Plan Section 1.01.

**1.02PR** "PR Code" means the Puerto Rico Internal Revenue Code of 1994, as amended from time to time, and the regulations and rules promulgated thereunder.

**1.03PR** "Compensation" for an associate employed in the Commonwealth of Puerto Rico means for any Plan Year, the Participant's 499 R-2/W-2PR or W2 pay received from the Employer, adjusted as follows. Compensation shall also include any amounts contributed to the Participant's Employee Contribution Account, or to a plan described in Code Section 125, pursuant to a salary reduction election for the Plan Year in question. Compensation shall not include expense reimbursements, cash or noncash fringe benefits, deferred compensation, moving expenses, welfare benefits and any bonus compensation. For the purposes of Plan Sections 1.18, 1.32, 3.03 and 4.04, Compensation shall mean the compensation of the Participant from the Employer for the Plan Year.

**1.04PR** "Highly Compensated" means any Employee of the Puerto Rican operations of the Employer who receives a higher Compensation than two-thirds of the eligible employees of the Puerto Rican operations of the Employer.

**1.05PR** "Non-Highly Compensated" means any Employee of the Puerto Rican operations of the Employer who is not Highly Compensated.

## **ARTICLE II—ELIGIBILITY AND PARTICIPATION**

**2.01PR** *Eligibility.* An Employee who is employed in the Commonwealth of Puerto Rico is immediately eligible to participate in the Plan on his first day of employment.

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## **ARTICLE III—EMPLOYEE CONTRIBUTIONS**

### **3.01PR** *Employee Contributions*

#### **(a)** *Employee Contribution Election*

Subject to the limitations set forth in Plan Sections 3.02, 3.03 and 11.11, each Employee who is eligible to participate in the Plan and who has elected to become a Participant (in accordance with Article II) may, at the time of making application to become a Participant, elect to defer either:

- (i) on a fixed, whole percentage, from 2 to 10 percent of his Compensation for the Plan Year; or
- (ii) For Participants who are employed in the Commonwealth of Puerto Rico, any provision of this Plan to the contrary notwithstanding, no Participant shall be permitted, during any calendar year, to make Employee Contributions in excess of \$8,000, or such amount as adjusted in accordance with PR Code Section 1165(e)(7)(A). Additionally, if a Participant also makes contributions to an individual retirement account pursuant to the provisions of PR Code Section 1169, his maximum allowable Employee Contribution during any calendar year is \$8,000 (or such amount as adjusted in accordance with PR Code Section 1165(e)(7)(A)) less the amount contributed to the individual retirement account.

#### **(b)** *Status of Employee Contributions*

Employee Contributions under the Plan are deemed to be made by the Employer and are intended to qualify as elective contributions under PR Code Section 1165(e)(2). Such contributions may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant as of the date an election under this Section is made. Any Employee Contributions made by a Participant in any given Plan Year that are taken into account for purposes of the actual deferral percentage limitation described in Section 3.02 PR shall be attributable to services performed by the Participant in such Plan Year and shall relate to Compensation which would have been received in such Plan Year but for the deferral election.

### **3.02PR** *Actual Deferral Percentage Limit on Employee Contributions*

- (a)** Any provision of Section 3.01PR to the contrary notwithstanding, the Employee Contribution percentages under Section 3.01PR shall be modified as provided in paragraph (d) below if the requirements of paragraph (b) are not satisfied.
- (b)** An actual deferral percentage shall be determined for each Employee who is eligible to become a Participant. Such percentage shall be equal to the total Employee Contribution made on his behalf for the Plan Year divided by his Compensation in the Plan Year. With respect to Employees who are eligible to make Employee Contributions but make no such contributions under this Plan, such actual deferral percentage shall be zero.

For purposes of calculating a Participant's actual deferral percentage under this paragraph (b), Employee Contributions attributable to a Participant with respect to any Plan Year are equal to the sum of all Employer Contributions made on behalf of such Participant pursuant to an election to defer under any arrangement described in PR Code Section 1165(e).

The average of the actual deferral percentages for all eligible Highly Compensated Employees (High Average), when compared to the average of the actual deferral percentages for all

eligible Non-Highly Compensated Employees (Low Average), must meet one of the following requirements:

- (i) The High Average is no greater than the Low Average times one and one-quarter; or
  - (ii) The excess of the High Average over the Low Average is not greater than two percentage points and the High Average is no greater than the Low Average times two.
- (c)** If two or more plans which include cash or deferred arrangements are considered as one plan for purposes of PR Code Section 1165(a)(3) and (4), such arrangements included in such plans shall be treated as one arrangement for purposes of this Section. If any Highly Compensated Employee is a Participant under two or more cash or deferred arrangements maintained by an Employer or Affiliate, all such arrangements shall be treated as one cash or deferred arrangement for purposes of determining the actual deferral percentage of such Participant. For purposes of the foregoing, if a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all cash or deferred arrangements ending with or within the same calendar year will be treated as the same arrangement. For purposes of this Section, actual deferral percentages shall be calculated to the nearest one-hundredth of 1 percent. Moreover, for purposes of determining the actual deferral percentage

limits. Employee Contributions must be made before the last day of the 12-month period immediately following the Plan Year to which such contributions relate. The Committee will maintain records sufficient to demonstrate satisfaction of the actual deferral percentage limits and the amount of Employee Contributions used in measuring such limits.

- (d) To the extent Employee Contributions made with respect to Highly Compensated Employees cause the High Average to fail to meet paragraph (b) above, such Employee Contributions (individually determined pursuant to Section 3.03PR(a) and as adjusted for earnings or loss thereon as defined in Section 3.03PR(b) below) shall return to the Employer solely for the purpose of enabling the Employer to withhold any taxes due on such amounts. Thereafter, the Employer shall treat all remaining amounts in accordance with the provisions of Section 3.03PR below. The Committee may also, at any time, authorize a suspension or reduction of Employee Contributions made pursuant to Section 3.01PR hereof in accordance with rules promulgated by the Committee. These rules may include administrative provisions authorizing the suspension or reduction of Employee Contributions above a specified dollar amount or percentage of Compensation.
- (e) The extent to which Employee Contributions cause the High Average to fail to meet (b) above shall be determined by the Committee in a reasonable and consistent manner. The Committee shall not be liable to any Participant (or his beneficiary, if applicable) for any losses caused by inaccurately estimating the amount of any Participant's Employee Contributions in excess of the limits established in Sections 3.01PR(a) and 3.02PR and the earnings or losses attributable to such Employee Contributions.
- (f) In the event the Committee determines that an amount to be deferred pursuant to the election provided in Section 3.01 would cause the Employer Contribution under this and/or any other tax-qualified retirement plan maintained by the Employer or any affiliate to exceed the applicable deduction limitations contained in PR Code Section 1023(n), the Committee may reduce or suspend all or a portion of a Participant's Employee Contributions in accordance with the rules in (d) above.

### **3.03PR Treatment of Employee Contributions in Excess of Actual Deferral Percentage Limitation**

- (a) If the actual deferral percentage limit of Section 3.02(b)PR is not satisfied for a given Plan Year, the aggregate amount of Employee Contributions actually taken into account in

3

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determining the actual deferral percentage for Highly Compensated Employees that are in excess of the amount of such contributions permitted by the actual deferral percentage limit shall be determined as follows:

- (i) The actual deferral percentage of the Highly Compensated Employee with the highest actual deferral percentage is reduced to the extent necessary to:
    - (A) cause such Participant's actual deferral percentage to equal that of the Highly Compensated Employee with the next highest actual deferral percentage; or
    - (B) enable the Plan to satisfy the actual deferral percentage limit, if such reduction is less than that required by (A) above.
  - (ii) The process described in (i) above shall be repeated until the Plan satisfies the actual deferral percentage limit.
- (b) Employee Contributions made for a Highly Compensated Employee that are deemed in excess of the actual deferral percentage limit for any given Plan Year shall be distributed (along with any earnings or losses attributable thereto as defined below) no later than the last day of the Plan Year following the Plan Year to which such excess Employee Contributions relate.

In making a distribution under this paragraph, the Employer shall specifically, designate such distribution as a distribution consisting of Employee Contributions (and income or loss) in excess of that permitted by the actual deferral percentage limit. With respect to the distribution of such excess Employee Contributions pursuant to this Section 3.03, such distributions shall be made first from unmatched Employee Contributions and, thereafter, simultaneously from Employee Contributions which are matched, and the matching Employer Contributions which relate to such Employee Contributions.

Excess Employee Contributions, as defined in this Section, shall be adjusted for any income or loss allocable to such excess up to the date of distribution of such excess, and shall be equal to income or loss attributable to such excess occurring in the Plan Year in which such Contribution is attributable and "gap income" attributable to the period occurring between the end of such Plan Year and the date of the distribution of such excess Employee Contributions. The determination of any income or loss shall be made according to a reasonable method, applied consistently to all Participants for all corrective distributions, which such method is otherwise used by the Plan for the allocation of income or loss to the Participants' accounts. Any such manner of determining income or loss shall be made in a manner which is consistent and uniform to all Participants and in a manner which does not violate PR Code Section 1165.

## **ARTICLE IV—EMPLOYER CONTRIBUTIONS**

### **4.01PR Employer Contributions**

- (a) *Common Shares Matching Contribution.* The Company shall contribute fifty cents (\$.50) for every one dollar (\$1) of each Participant's Employee Contribution, up to an amount not in excess of twenty-five percent (25%) of three percent (3%) of each Participant's Compensation. The amount of the Employer Contribution shall be determined and contributed by the Company each pay period. In a manner consistent with the Trust Agreement, such Employer Contribution made pursuant to this subsection (a) shall be invested in OfficeMax, Inc. Common Shares, and each such Participant's allocation of such Employer Contribution shall be expressed in units of such OfficeMax, Inc. Common Share Fund.

- (b) *Discretionary Matching Contribution.* Notwithstanding Plan Section 4.01(a), as of the end of any Plan Year, the Company, in its discretion, may determine that an Employer Contribution shall

be made to the Trust Fund for such Plan Year on behalf of all Participants who made Employee Contributions at some time during such Plan Year and are employed on the last day of such Plan Year. Such Employer Contribution shall be in the form of a matching contribution on Employee Contributions made during the Plan Year. The amount of Employer Contribution made with respect to any Plan Year shall be determined solely by action of the Board of Directors. Such matching Employer Contribution shall be allocated on behalf of all Participants who made Employee Contributions and the method of allocation of such Employer Contribution shall be based on a percentage of each such Participant's amount of Employee Contributions made during the applicable Plan Year up to an established limit. Such percentages and limits are to be established solely by action of the Board of Directors in a manner that satisfies PR Code Section 1165(e)(3).

**4.02PR** *Source and Timing of Employer Contributions*

Any provision of the Plan to the contrary notwithstanding, all Employer Contributions to the Plan according to Plan Section 4.01 and Section 4.01 PR of this Appendix shall be made out of current and accumulated profits; however, the total Employer Contribution made with respect to any Plan Year, when added to any other contributions made by an Employer to a plan qualified under PR Code Section 1165 shall not exceed such amount which is deductible for such Plan Year pursuant to PR Code Section 1023(n). In any event, all contributions for a Plan Year shall be paid within the regular or extended time for filing the Employers federal income tax return for the fiscal year, coinciding with such Plan Year.

**4.03PR** *Vesting of Employer Contributions*

Each Participant's Employer Contribution Account shall become 100% nonforfeitable on the earliest of:

- (a) a Participant's attainment of three Years of Service;
- (b) a Participant's Normal Retirement Date;
- (c) a Participant's death while employed;
- (d) a complete discontinuance of Company contributions hereunder; or
- (e) termination of the Plan.

Notwithstanding the foregoing subparagraph (a), the portion of each Participant's Employer Contribution Account attributable to Employer Contributions made pursuant to Section 4.01 PR (a) of the Appendix shall become 50% nonforfeitable at the Participant's attainment of two Years of Service, and shall be 100% nonforfeitable at the Participant's attainment of three or more Years of Service.

**ARTICLE VI—DISTRIBUTIONS AND WITHDRAWALS**

**6.01PR** *Distributions Upon Retirement, Disability, Death or Termination of Employment*

- (a) In the event of the termination of a Participant's service with the Employer and all Affiliates for any reason, the Participant shall receive his vested Total Account in a lump sum in accordance with Plan Section 6.03 if such vested Total Account is not in excess of \$3,500 (or, effective January 1, 1998, \$5,000). If the Participant's vested Total Account balance exceeds (or at the time of any prior distribution exceeded) \$3,500, the Participant may elect to receive his vested Total Account or elect to defer receipt until his Retirement Date or such later date permitted by Section 6.03, by giving written notice to the Committee on a form designated for that purpose. Notwithstanding the foregoing sentence to the contrary, effective January 1, 1998, the vested Total Account of a Participant whose service with the Employer and all

Affiliates terminates may be distributed without the Participant's consent if the vested Total Account does not exceed \$5,000 as determined at the time of the current distribution. The failure of a Participant to make an election as described in the preceding sentence shall be deemed an election by the Participant to defer receipt of his vested Total Account.

- (b) All payments made pursuant to this Article VI shall be based on the balance in the Participant's vested Total Account no earlier than (i) the Valuation Date coincident with the date the Participant's employment is terminated, or (ii) in the case of a Participant electing to defer receipt, no earlier than the Valuation Date coincident with the request for payment. Actual payment shall be made as soon as practicable after the applicable Valuation Date. If a Participant's vested Total Account is distributed prior to a final allocation of Employer Contributions to which he is entitled, a final payment shall be made to the Participant as soon as practicable after such allocation.
- (c) Notwithstanding the foregoing, all distributions under the Plan shall be made in accordance with regulations under PR Code Section 1165(e)(2)(B). Furthermore, those provisions reflecting PR Code Section 1165(e)(2)(B) (as included here by reference, if not specifically stated) shall override any provision hereof inconsistent with PR Code Section 1165(e)(2)(B).

**ARTICLE XI—MISCELLANEOUS PROVISIONS**

- 11.13PR** *Rollover Contributions*—Participants who are employed in the Commonwealth of Puerto Rico are ineligible to make rollover contributions to the Plan.

**ARTICLE XII—LOANS**

**AMENDMENT NO. 1  
TO THE  
OFFICEMAX, INC. SAVINGS PLAN  
(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997)**

OfficeMax, Inc. (the "Company") hereby adopts this Amendment No. 1 to the OfficeMax, Inc. Savings Plan (Amended and Restated Effective November 1, 1997) (the "Plan"). The provisions of this Amendment shall be effective on the dates indicated herein. Words and phrases used herein with initial capital letters which are defined in the Plan are used herein as so defined.

***Section 1***

Effective as of January 1, 2001, the second sentence of the second paragraph of Section 1.07 of the Plan is hereby amended in its entirety to read as follows:

"For purposes of Sections 1.18, 1.32, 3.03 and 3.04 of the Plan, Compensation shall have the meaning attributed to it in Code Section 415(c)(3) and shall be determined without regard to Code Sections 125, 132(f)(4), 402(g)(3) and 402(h)(1)(B).

***Section 2***

Effective on the date of execution of this Amendment, Section 1.10 of the Plan is hereby amended by adding the following sentence to the end thereof, to read as follows:

"Notwithstanding the foregoing, the term 'Employee' shall not include any individual who is not classified by an Employer as an employee for federal income tax withholding purposes (whether or not such classification is ultimately determined to be correct as a matter of law) including any individual who is classified by an Employer as a leased worker or an independent contractor."

***Section 3***

Effective as of February 3, 1997, the last sentences of Sections 4.02 and 4.02PR of the Plan are hereby amended in their entirety to read as follows:

"All contributions for a Plan Year shall be paid within the regular or extended time for filing the Employer's federal income tax return for the fiscal year coinciding with such Plan Year; provided, however, that Employee Contributions shall be transmitted to the Trust as soon as practicable, but in any event within 15 business days after the end of the calendar month in which such contributions are withheld or would otherwise have been paid to the Participant."

***Section 4***

Effective on the date of the execution of this Amendment, Section 7.04(a) of the Plan is hereby amended in its entirety to read as follows:

"(a) To (i) interpret the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), (ii) make factual findings with respect to any issue arising under the Plan and to resolve all issues (including factual issues) under the Plan, (iii) determine the rights and status under the Plan of Participants and other persons, (iv) decide disputes under the Plan and to make determinations and findings (including factual findings) with respect to the benefits payable hereunder and the persons entitled thereto and (v) develop procedures for purposes of making the foregoing determinations."

***Section 5***

Effective as of January 1, 2000, the second paragraph of Section 8.02 of the Plan is hereby deleted in its entirety from the Plan.

***Section 6***

Effective as of the date of the execution of this Amendment, Section 11.02 of the Plan is hereby amended by adding the following sentence to the end thereof, to read as follows:

"Notwithstanding any provision of the Plan to the contrary, the Plan shall honor a judgment, order, decree or settlement providing for the offset of all or a part of a Participant's benefit under the Plan, to the extent permitted under Code Section 401(a)(13)(C); provided that the requirements of Code Section 401(a)(13)(C)(iii) relating to the protection of the Participant's spouse (if any) are satisfied."

***Section 7***

Effective as of January 1, 2001, the first sentence of Section 11.11(a) of the Plan is hereby amended by deleting the phrase "within the meaning of Code Section 415(c)(3)" therefrom and replacing it with the phrase "within the meaning of Code Section 415(c)(3) (including, however, amounts which are excludable from an Employee's income under Code Section 132(f)(4))."

***Section 8***

Effective as of January 1, 2001, Section 11.11(e) of the Plan is hereby amended in its entirety to read as follows:



taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415 and (2) shall not be eligible for Matching Contributions under Section 4.01 of the Plan. In addition, the Plan will not be treated as failing to satisfy the requirements of Code Sections 401(k) (3), 401(k)(11), 401(k)(12), 410(b) or 416 by reason of the making of such Catch-Up Employee Contributions."

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#### **Section 4**

Effective as of February 1, 2002, Section 3.02(a) of the Plan is hereby amended in its entirety to read as follows:

"(a) *Annual Dollar Limitation.* Any provision of the Plan to the contrary notwithstanding, no Participant shall be permitted, during any calendar year to make Employee Contributions in excess of the limit contained under Code Section 402(g), except as permitted under Code Section 414(v) and the last paragraph of Section 3.01(a) of the Plan, if applicable."

#### **Section 5**

Effective February 1, 2002, the first and second sentences of Section 4.01(a) of the Plan are hereby deleted in their entirety and replaced with the following sentence:

"The Company shall make matching Employer Contributions to the Plan in an amount equal to fifty cents (\$.50) for every one dollar (\$1.00) of each Participant's Employee Contributions up to the first three percent (3%) of such Participant's Compensation, for a maximum matching Employer Contribution of up to one and one half percent (1.5%) of each Participant's Compensation."

#### **Section 6**

Effective February 1, 2002, the first sentence of Section 4.01PR of the Plan is deleted in its entirety and replaced with:

"The Company shall make matching Employer Contributions to the Plan in an amount equal to fifty cents (\$.50) for every one dollar (\$1.00) of each Participant's Employee Contributions up to the first three percent (3%) of such Participant's Compensation, for a maximum matching Employer Contribution of up to one and one half percent (1.5%) of each Participant's Compensation."

#### **Section 7**

Effective February 1, 2002, Section 4.01 and Section 4.01PR of the Plan are each hereby amended by adding a new subsection (c) to the end thereof, to read as follows:

"(c) *Eligibility for Matching Contributions.* Notwithstanding the foregoing, effective for Employer Contributions made on and after February 1, 2002, each Participant shall be required to complete one Year of Eligibility Service in order to be eligible to receive any Employer Contribution hereunder, in addition to satisfying the other eligibility requirements of Subsections (a) and (b) hereof. In addition, Employer Contributions shall not be made with respect to any Catch-Up Employee Contributions."

#### **Section 8**

Effective February 1, 2002, Section 7.09 of the Plan is hereby amended in its entirety to read as follows:

"7.09 *Expenses.* The operation and administrative expenses of the Plan, including, without limitation, the expenses of the Committee, the compensation of consultants, accountants, legal counsel and other specialties, shall be expenses of the Plan which are paid from the assets of the Plan, unless the Company (or the Employers) elect to pay some or all of such expenses directly. Any expenses which are paid by the Employers shall be subject to the provisions of Section 13.02 of the Plan. Notwithstanding the foregoing, to the extent determined by the Committee (subject to applicable law), certain expenses (such as loan fees) shall be paid directly by affected Plan Participants."

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#### **Section 9**

Effective February 1, 2002, Section 11.08 of the Plan is hereby amended in its entirety to read as follows:

"11.08 *Non-Diversion of Assets.* Subject to the provisions of Sections 7.09 and 11.12, the assets of the Plan shall be used for the exclusive benefit of the Participants, former Participants and their beneficiaries and to defray the reasonable administrative expenses of the Plan."

#### **Section 10**

Effective as of February 1, 2002, Article XII of the Appendix for Participants who are employed in the Commonwealth of Puerto Rico is hereby amended in its entirety to read as follows:

### **ARTICLE XII—LOANS AND CATCH-UP EMPLOYEE CONTRIBUTIONS**

12.01 *Availability of Loans and Catch-Up Employee Contributions.* Participants who are employed in the Commonwealth of Puerto Rico are not eligible (1) to make Catch-Up Employee Contributions to the Plan or (2) to obtain a loan from the Plan.

EXECUTED this 15th day of January, 2002.



"Notwithstanding the foregoing, Compensation in any Plan Year shall not include any amounts in excess of \$200,000, or such amount as adjusted in accordance with Code Section 401(a)(17)."

#### ***Section 2***

Effective January 1, 2003, Section 3.01(a)(i) of the Plan is hereby amended in its entirety to read as follows:

"(i) on a fixed, whole percentage, from 0% to 50% of his Compensation for the Plan Year."

#### ***Section 3***

Section 4.07 of the Plan is hereby deleted in its entirety from the Plan.

#### ***Section 4***

Section 6.01(a) of the Plan is hereby amended by adding the following sentence to the end thereof to read as follows:

"Effective for distributions on or after January 1, 2002, for purposes of determining whether the value of a Participant's vested Total Account exceeds \$5,000, the value of such Participant's Rollover Account shall be disregarded."

#### ***Section 5***

Section 6.01(c) of the Plan is hereby amended in its entirety to read as follows:

"(c) Notwithstanding any provision of the Plan to the contrary, distributions shall be permitted under the Plan upon any termination of employment (whether or not such termination results in a separation from service)."

#### ***Section 6***

The fourth and fifth sentences of Section 6.03(b) of the Plan are hereby deleted in their entirety from the Plan.

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#### ***Section 7***

Section 6.03(c) of the Plan is hereby amended in its entirety to read as follows:

"(c) To the extent required by law, the Plan shall permit any distributee (a Participant, former Participant, spouse, or former spouse designated as an alternate payee under Section 414(p) of the Code or under a qualified domestic relations order) who receives a Plan distribution which qualifies as an 'eligible rollover distribution' to elect a direct rollover of such distribution to an 'eligible retirement plan.' For purposes of this Subsection, the term 'eligible rollover distribution' shall mean any distribution of all or any portion of the balance to the credit of the distributee from an employees' trust described in Code Section 401(a) which is exempt from tax under Code Section 501(a), except (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) over the life (or life expectancy) of the distributee or the joint lives (or life expectancies) of the distributee and a beneficiary or for a specified period of 10 years or more, (ii) any distribution to the extent required under Code Section 401(a)(9), (iii) any distribution which is made upon hardship of the Employee, and (iv) such other amounts specified in Treasury Regulations and rulings, notices or announcements issued under Section 402(c) of the Code. For purposes of this Subsection, the term 'eligible retirement plan' shall mean an individual retirement account or annuity under Section 408 of the Code, a plan that satisfies the requirements of Section 401(a) of the Code and accepts rollovers, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan described in Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or any other type of plan that is included within the definition of 'eligible retirement plan' under Code Section 401(a)(31)(E). A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of amounts attributable to a Participant's after-tax contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible."

#### ***Section 8***

Section 6.06(b)(ii) is hereby amended by deleting the phrase "for a 12 month period" and replacing it with the phrase "for a six month period" therein.

#### ***Section 9***

Section 6.06(b)(iv) of the Plan is hereby deleted in its entirety from the Plan.

#### ***Section 10***

A new Section 6.08 is hereby added to the end of Article VI of the Plan, to read as follows:

"6.08 *Code Section 401(a)(9) Requirements.*

(1) *Definitions:* For the purposes of this Section, the following terms, when used with initial capital letters, shall have the following respective meanings:

(a) *Designated Beneficiary:* The person who is designated as the beneficiary under Section 6.04(b) of the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(b) *Distribution Calendar Year*: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required

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**Beginning Date.** For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection 3(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) *Life Expectancy*: Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations.

(d) *Participant's Total Account Balance*: The Total Account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (the "Valuation Calendar Year") increased by the amount of any contributions made and allocated or forfeitures allocated to the Total Account balance as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the Valuation Calendar Year after the Valuation Date. The Total Account balance for the Valuation Calendar Year includes any amounts rolled over or transferred to the Plan either in the Valuation Calendar Year or in the Distribution Calendar Year if distributed or transferred in the Valuation Calendar Year.

(e) *Required Beginning Date*: The applicable date specified in Subsection (3) below.

(2) *General Rules*: Notwithstanding any provision of the Plan to the contrary, all distributions required under this Section will be determined and made in accordance with the Treasury Regulations under section 401(a)(9) of the Code, provided that the only permissible distribution options are a lump sum distribution and minimum monthly distributions calculated in accordance with the following rules.

(3) *Time of Distribution*: (a) The Participant's entire Vested Interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. Except as described in (b) below, the Required Beginning Date of a Participant who is a 5% owner (as defined in Section 416 of the Code) shall be April 1 of the calendar year following the calendar year he attains age 70<sup>1</sup>/<sub>2</sub> and the Required Beginning Date of any other Participant shall be April 1 of the calendar year following the later of (i) the calendar year he terminates employment or (ii) the calendar year he attains age 70<sup>1</sup>/<sub>2</sub>. Notwithstanding the foregoing, a Participant who is not a 5% owner may elect for his Vested Interest to be distributed under this Section beginning on April 1 of the year following his attainment of age 70<sup>1</sup>/<sub>2</sub>.

(b) If the Participant dies before distributions begin, the Participant's entire Vested Interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, unless the election described in (d) below is made, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70<sup>1</sup>/<sub>2</sub>, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, unless the election described in (d) below is made, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire Vested Interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Subsection (b), other than Subsection (b)(i), will apply as if the surviving Spouse were the Participant.

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(c) For purposes of this Section, unless Subsection (b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (b)(iv) applies, distributions are considered to begin On the date distributions are required to begin to the surviving Spouse under Subsection (b)(i).

(d) Notwithstanding the foregoing, if a Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the Required Beginning Date specified above if the Participant or the Beneficiary elects, on an individual basis, that the Participant's entire Vested Interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death; provided, however, that if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant. The election provided in this Subsection (3)(d) must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death.

(4) *Required Minimum Distributions During Participant's Lifetime*: (a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(i) the quotient obtained by dividing the Participant's Total Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Total Account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Subsection (4) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(5) *Required Minimum Distributions After Participant's Death: (a) Death on or after date distributions begin:*

(i) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(A) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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(ii) If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Total Account balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death before date distributions begin:*

(i) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, then, unless the election described in Subsection (3)(d) above is made, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Total Account balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Subsection (4)(a) above.

(ii) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Vested Interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Subsection (3)(b)(i), this Section will apply as if the surviving Spouse were the Participant."

***Section 11***

Section 8.01(a) of the Plan is hereby amended in its entirety to read as follows:

"(a) The Plan shall be deemed to be a top heavy plan for a Plan Year if, as a Determination Date, the aggregate value of the Total Accounts of Key Employees exceeds 60% of the aggregate value of the Total Accounts of all Participants or if the Plan is part of a required Aggregation Group which is top heavy. A Participant's Total Account balance shall include the aggregate distributions made to such Participant (or his beneficiary) during the 1-year period ending on the Determination Date (including distributions under a terminated plan which if it had not been terminated would have been included in a required Aggregation Group) unless such aggregate distributions were made for a reason other than severance from employment, death, or disability in which case this Section 8.01(a) shall be applied by substituting a 5-year period for the 1-year period, and provided further that if an Employee or former Employee has not performed services for any Employer maintaining the Plan at any time during the 1-year period ending on the Determination Date, his Total Account (and/or the Total Account of his beneficiary) shall not be taken into account. In no event shall the Plan be considered top heavy if it is part of a required or permissive Aggregation Group which is not top heavy."

***Section 12***

Section 8.01(b)(i) of the Plan is hereby amended in its entirety to read as follows:

"(i) Key Employee means an Employee or former Employee (including any deceased Employee) who is or was a Participant and who, at any time during the current Plan Year, was (A) an officer of a controlled group member (limited to no more than 50 Employees or, if lesser, the greater of 3 Employees or 10 percent of the Employees) having an annual Compensation greater than \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002), (B) a 5-percent owner (as such term is defined in Code Section 416(i)(1)(B)(i)) of a controlled group member, or (C) a 1-percent owner (as such term is defined in Code Section 416(i)(1)(B)(ii)) of a controlled group member having an annual Compensation of more than \$150,000. For purposes of this Subsection, the term 'Compensation' has the meaning given such term by Code Section 415(c)(3). The term 'Key Employee' shall also include such Employee's beneficiary in the event of his death. The

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determination of who is a Key Employee shall be made in accordance with Code Section 416(i)(1) and the applicable Treasury Regulations and other guidance of general applicability issued thereunder."

***Section 13***

The first sentence of Section 8.02 of the Plan is hereby amended by deleting the parenthetical phrase "(\$150,000 effective January 1, 1994)" therefrom.

***Section 14***



### **Section 6**

Effective on the Closing Date, Section 1.36 of the Plan is hereby amended in its entirety to read as follows:

"1.36 *"Trust Fund"* means the trust fund established under the terms of the Trust Agreement with the Trustee for purposes of holding and investing the assets of the Plan. The Trust Fund shall consist of those funds as may be selected for investment of the Trust Fund assets by the Company (or its designee). Notwithstanding the foregoing, one investment fund offered under the Trust Fund shall be the Boise Common Share Fund which shall consist of shares of Common Shares and cash in such proportions as determined by the Committee from time to time, based on anticipated fund needs. Dividends and the net investment gains of the Boise Common Share Fund shall be used to purchase Common Shares for the fund. The Boise Common Share Fund will be maintained in units. The value of a unit will be calculated each day based on the total value of the Common Shares and the cash held in the fund divided by the total units.

The portion of the Trust Fund to be invested in each investment fund shall be determined by Participant investment elections pursuant to Article V. The Committee may, from time to time, delete investment funds and/or add new investment funds."

### **Section 7**

Effective January 1, 2004, Section 3.01(b) of the Plan is hereby amended by adding the following new paragraph to the end thereof, to read as follows:

"A Participant's ability to change his Employee Contribution percentage will be subject to the limitations described in Section 3.03."

### **Section 8**

Effective January 1, 2004, the third and fourth sentences of Section 3.03(d) of the Plan are hereby deleted in their entirety and replaced with the following sentences:

"Notwithstanding any provision of the Plan to the contrary, the Committee may, at any time (and from time to time), authorize the suspension or reduction of Employee Contributions of one or more Highly Compensated Employees (or class or group of Highly Compensated Employees) in order to ensure that the limitations of this Section are satisfied. The Committee may also prospectively limit the amount of Employee Contributions made by one or more Highly Compensated Employees (or class or group of Highly Compensated Employees) in any manner determined necessary or advisable by the Committee. In furtherance of, but without limiting the foregoing, the Employee Contributions of a Restricted Highly Compensated Employee for a Plan Year shall be limited to 1.0% of the Restricted Highly Compensated Employee's Compensation for such Plan Year. The actions described in this Subsection (d) are in addition to, and not in lieu of, any other actions that may be taken under the Plan or that may be permitted by applicable law or regulation in order to ensure that the limitations of this Section are satisfied."

### **Section 9**

Effective on the Closing Date, Section 4.01 and Section 4.01 PR of the Plan are each hereby amended in their entirety to read as follows:

"4.01 *Employer Contributions.*

(a) *Mandatory Matching Contributions.* The Company shall contribute fifty cents (\$.50) for every one dollar (\$1) of each Participant's Employee Contributions, up to the first three percent (3%) of each Participant's Compensation (six percent (6%) effective January 1, 2004), for a maximum Employer Contribution of one and one-half percent (1.5%) of each Participant's Compensation (three percent (3%) effective January 1, 2004). The amount of the Employer Contribution shall be determined and

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contributed by the Company (in cash) each pay period. The Employer Contribution shall be invested according to the Participant's investment elections pursuant to Section 5.03.

(b) [Reserved.]

(c) *Eligibility for Matching Contributions.* Notwithstanding the foregoing, each Participant shall be required to complete one Year of Eligibility Service in order to be eligible to receive any Employer Contribution hereunder, in addition to satisfying the other eligibility requirements of Subsection (a). A Participant who satisfies such requirements shall become eligible to receive Employer Contributions on the first day of the calendar quarter following the date he or she has satisfied such eligibility requirements. In addition, Employer Contributions shall not be made with respect to any Catch-Up Employee Contributions.

(d) *Investment of Employer Contributions.* All amounts allocated to a Participant's Employer Contribution Account (whether allocated before or after the Closing Date) shall be invested in one or more of the Plan's investment Funds, as directed by the Participant pursuant to Section 5.03."

### **Section 10**

Effective January 1, 2004, the last paragraph of Section 4.03 of the Plan is hereby amended in its entirety to read as follows:

"Notwithstanding the foregoing, with respect to Participants whose Employment Date is on or before December 31, 2003, Employer Contributions described in Section 4.01(a) shall become 50% nonforfeitable upon the Participant's attainment of two Years of Service and 100% nonforfeitable upon the Participant's attainment of three Years of Service."

### **Section 11**

Effective on the Closing Date, the first sentence of Section 5.03(a) of the Plan is hereby amended in its entirety to read as follows:

"When an Employee becomes eligible to participate pursuant to Section 2.02 hereof or makes a Rollover Contribution, he shall specify the manner in which his Employee Contribution Account, his Employer Contribution Account and/or Rollover Account (if applicable) shall be invested in each Fund offered as an investment vehicle for such accounts."

### ***Section 12***

Effective on the Closing Date, the first sentence of Section 5.03(b) of the Plan is hereby amended in its entirety to read as follows:

"A Participant shall also have the opportunity to change the manner in which his Employee Contribution Account, Employer Contribution Account and/or Rollover Account (if applicable) is invested in each offered Fund."

### ***Section 13***

Effective on the Closing Date, Sections 5.03(c) and (d) are each hereby deleted in their entirety, without re-lettering the remaining Subsections of Section 5.03.

### ***Section 14***

Effective on the Closing Date, Section 5.03(h) of the Plan is hereby amended in its entirety to read as follows:

"(h) The Employer, or each other fiduciary to whom all or part of the following responsibility has been delegated, shall comply with appropriate notification requirements relating to Participants' investment direction of their Employee Contribution Accounts, Employer Contribution Accounts and/or

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Rollover Contributions and furnish account statements to Participants following the close of a calendar quarter."

### ***Section 15***

Effective on the Closing Date, Section 5.03(i) of the Plan is hereby amended by deleting the phrase "Primary Employer's" and replacing it with the phrase "Boise's" therein.

### ***Section 16***

Effective on the Closing Date, a new Section 5.04 is hereby added to the Plan, immediately following Section 5.03, to read as follows:

"5.04 *Changes in Investment Funds/Conversions.* Notwithstanding any provision of the Plan to the contrary:

(a) The Company, in its sole and absolute discretion (but subject to the requirements of applicable law) may temporarily suspend, in whole or in part, certain Plan transactions, including without limitation, the right to change or suspend contributions, the right to change investment elections and/or the right to receive a distribution, loan or withdrawal from an Account in the event of any conversion, change in recordkeepers, change in investment funds and/or Plan merger or spin-off.

(b) In the event of a change in investment funds and/or a Plan merger or spin-off, the Company, in its sole and absolute discretion, may decide to map investments from a Participant's prior investment fund elections to the then available investment funds under the Plan. If investments are mapped in this manner, the Participant shall be permitted to reallocate funds among the investment funds (in accordance with this Section) after any suspension period described in Subsection (a) is lifted."

### ***Section 17***

Effective January 1, 2004, a new Section 1.06PR is hereby added to the Plan, immediately following Section 1.05PR, to read as follows:

"1.06PR *"Restricted Highly Compensated PR Employee."* For a particular Plan Year, a "Restricted Highly Compensated PR Employee" shall mean a Highly Compensated Employee of the Puerto Rican operations of the Employer who was classified as a Highly Compensated Employee under Section 1.04PPR of the Plan in each of the two prior Plan Years."

### ***Section 18***

Effective January 1, 2004, the third and fourth sentences of Section 3.02PR(d) of the Plan are hereby deleted in their entirety and replaced with the following sentences:

"Notwithstanding any provision of the Plan to the contrary, the Committee may, at any time (and from time to time), authorize the suspension or reduction of Employee Contributions of one or more Highly Compensated Employees (or class or group of Highly Compensated Employees) in order to ensure that the limitations of this Section are satisfied. The Committee may also prospectively limit the amount of Employee Contributions made by one or more Highly Compensated Employees (or class or group of Highly Compensated Employees) in any manner determined necessary or advisable by the Committee. In furtherance of, but without limiting the foregoing, the Employee Contributions of a Restricted Highly Compensated PR Employee for a Plan Year shall be limited to 1.0% of the Restricted Highly Compensated PR Employee's Compensation for such Plan Year. The actions described in this Subsection (d) are in addition to, and not in lieu of, any other actions that may be taken under the Plan or that may be permitted by applicable law or regulation in order to ensure that the limitations of this Section are satisfied."

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### ***Section 19***

Effective January 1, 2004, the last paragraph of Section 4.03PR of the Plan is hereby amended in its entirety to read as follows:

"Notwithstanding the foregoing, with respect to Participants whose Employment Date is on or before December 31, 2003, Employer Contributions described in Section 4.01PR(a) shall become 50% nonforfeitable upon the Participant's attainment of two Years of Service and shall be 100% nonforfeitable upon the Participant's attainment of three Years of Service."

**OFFICEMAX, INC.**

By: /s/ J. W. HOLLERAN

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As Sole Director

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QuickLinks

[INTRODUCTION](#)

[ARTICLE I DEFINITIONS](#)

[ARTICLE II ELIGIBILITY AND PARTICIPATION](#)

[ARTICLE III EMPLOYEE CONTRIBUTIONS](#)

[ARTICLE IV EMPLOYER CONTRIBUTIONS](#)

[ARTICLE V PARTICIPANT ACCOUNTS AND VALUATION OF FUNDS](#)

[ARTICLE VI DISTRIBUTIONS AND WITHDRAWALS](#)

[ARTICLE VII ADMINISTRATION OF PLAN](#)

[ARTICLE VIII TOP HEAVY PROVISIONS](#)

[ARTICLE IX THE TRUST FUND AND TRUSTEE](#)

[ARTICLE X AMENDMENT AND TERMINATION](#)

[ARTICLE XI MISCELLANEOUS PROVISIONS](#)

[ARTICLE XII LOANS](#)

[ARTICLE XIII ADOPTION OF PLAN BY OTHER EMPLOYERS](#)

[The OfficeMax, Inc. Savings Plan Appendix for Participants who are employed in the Commonwealth of Puerto Rico \(Effective January 1, 2000\)](#)

[AMENDMENT NO. 1 TO THE OFFICEMAX, INC. SAVINGS PLAN \(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997\)](#)

[AMENDMENT NO. 2 TO THE OFFICEMAX, INC. SAVINGS PLAN \(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997\)](#)

[AMENDMENT NO. 3 TO THE OFFICEMAX, INC. SAVINGS PLAN \(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997\)](#)

[AMENDMENT NO. 4 TO THE OFFICEMAX, INC. SAVINGS PLAN \(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997\)](#)

[AMENDMENT NO. 5 TO THE OFFICEMAX, INC. SAVINGS PLAN \(AMENDED AND RESTATED EFFECTIVE NOVEMBER 1, 1997\)](#)

OfficeMax, Inc. Executive Savings Deferral Plan II  
Effective January 1, 2004

TABLE OF CONTENTS

<b>FOREWORD</b>	1
<b>ARTICLE I—DEFINITIONS</b>	2
<b>ARTICLE II—ELIGIBILITY AND PARTICIPATION</b>	3
2.1 REQUIREMENTS	3
2.2 CHANGE OF EMPLOYMENT CATEGORY	4
<b>ARTICLE III—PARTICIPANT SUPPLEMENTAL SALARY DEFERRAL CONTRIBUTIONS</b>	4
3.1 IRREVOCABLE ELECTION	4
3.2 CHOICE OF CONTRIBUTION RATES	4
<b>ARTICLE IV—SUPPLEMENTAL COMPANY MATCHING CONTRIBUTIONS</b>	5
4.1 AMOUNT	5
<b>ARTICLE V—VESTING</b>	5
5.1 VESTING OF ACCOUNTS	5
<b>ARTICLE VI—ACCOUNTS</b>	5
6.1 ACCOUNTS	5
6.2 ADJUSTMENTS	6
6.3 ACCOUNTING FOR DISTRIBUTIONS	6
<b>ARTICLE VII—ENTITLEMENT TO BENEFITS</b>	6
7.1 VALUATION OF ACCOUNT	6
7.2 [RESERVED]	6
7.3 SOURCE OF PAYMENTS	6
<b>ARTICLE VIII—PAYMENT OF BENEFITS</b>	6
8.1 CASH PAYMENTS	6
8.2 PAYMENT OPTIONS	6
8.3 PAYMENT UPON DEATH	7
8.4 SMALL BALANCES	7
8.5 PREMATURE DISTRIBUTIONS WITH PENALTY	7
<b>ARTICLE IX—BENEFICIARIES; PARTICIPANT DATA</b>	7
9.1 DESIGNATION OF BENEFICIARIES	7
9.2 INFORMATION TO BE FURNISHED BY PARTICIPANTS AND BENEFICIARIES; INABILITY TO LOCATE PARTICIPANTS OR BENEFICIARIES	8
<b>ARTICLE X—THE TRUST</b>	8
10.1 ESTABLISHMENT OF TRUST	8
10.2 BENEFIT PAYMENTS IN ABSENCE OF TRUST	8
<b>ARTICLE XI—ADMINISTRATION</b>	8
11.1 COMMITTEE	8
11.2 CLAIMS PROCEDURE	9
11.3 FORM OF COMMUNICATION	10
<b>ARTICLE XII—MISCELLANEOUS PROVISIONS</b>	10

12.1	LIMITATION OF RIGHTS	10
12.2	NONALIENATION OF BENEFITS	10
12.3	AMENDMENT OR TERMINATION OF PLAN	10
12.4	CONSTRUCTION OF PLAN	10
12.5	GENDER AND NUMBER	11
12.6	LAW GOVERNING	11
12.7	CHANGES IN DEEMED INVESTMENTS/CONVERSION	11

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## FOREWORD

Effective as of January 1, 2004, OfficeMax, Inc. ("OfficeMax") has adopted this OfficeMax, Inc. Executive Savings Deferral Plan II (the "Plan") for the benefit of certain of its key executives.

This Plan is intended to provide key executives of OfficeMax and its affiliates the opportunity to defer a portion of their cash compensation and to accumulate deferred compensation that cannot be accumulated under the OfficeMax, Inc. 401(k) Savings Plan (the "Basic Plan") because of certain legal, administrative, and Basic Plan document restrictions that are imposed upon the permissible amounts of contributions that may be made to the Basic Plan.

This Plan is an unfunded deferred compensation plan for "a select group of management or highly compensated employees," within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended.

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## ARTICLE I DEFINITIONS

Except to the extent otherwise inappropriate in the context, the following terms shall have the following meanings when used in this document.

- 1.1 ACCOUNT means the balance credited to a Participant's or Beneficiary's Plan bookkeeping account, including contribution credits and deemed income, gains and losses credited thereto. A Participant's or Beneficiary's Account shall consist of a Supplemental Salary Deferral Contributions Subaccount(s) and a Supplemental Company Matching Contributions Subaccount(s).
- 1.2 BASIC COMPENSATION means, for a given Plan Year, Compensation not in excess of the applicable limit prescribed by Code Section 401(a)(17) for such Year.
- 1.3 BASIC PLAN means The OfficeMax, Inc. 401(k) Savings Plan, as in effect from time to time.
- 1.4 BENEFICIARY means any person or persons so designated in accordance with the provisions of Article IX.
- 1.5 BOARD means the Board of Directors or the Sole Director, as the case may be, of OfficeMax, Inc. or such person(s) to whom the Board may delegate its rights and responsibilities under this Plan.
- 1.6 CHANGE IN CONTROL means, with respect to any Company, the acquisition by any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934 and as modified and used in Sections 13(d) and 14(d) of that Act) of beneficial ownership, directly or indirectly, of securities of the Company representing 25% or more of the outstanding securities of the Company having the right under ordinary circumstances to vote at an election of the Company's board of directors.
- 1.7 CLOSING DATE means the Closing Date of the Agreement and Plan of Merger Dated as of July 13, 2003, among Boise Cascade Corporation, Challis Corporation and OfficeMax, Inc.
- 1.8 CODE means the Internal Revenue Code of 1986, as amended.
- 1.9 COMMITTEE means the person(s) designated by the Board to administer this Plan, which person(s) shall serve at the pleasure of the Board.
- 1.10 COMPANY means OfficeMax, Inc. and any of its affiliates which may be a participating employer under the Basic Plan, together with their successors and assigns, or any other entity which, with the foregoing's consent, assumes the Company's obligations under this Plan.
- 1.11 COMPANY MATCHING CONTRIBUTIONS means the contributions made or deemed made by the Company pursuant to Article IV.
- 1.12 COMPANY MATCHING CONTRIBUTIONS SUBACCOUNT means the account(s) on the books of the Company to which a Participant's Supplemental Company Matching Contributions under Article IV, plus earnings and losses thereon, are credited.
- 1.13 COMPENSATION means, for a given Plan Year, a Participant's W-2 earnings from the Company for federal income tax purposes, including any amounts that would be treated as W-2 earnings except for the fact that payment of such amounts is being deferred or otherwise withheld pursuant to an election by the Participant. Compensation shall not include any taxable income realized by, or payments made to, a Participant as a result of the grant or exercise of an option to acquire stock of the Company or Boise Cascade Corporation, or compensation resulting from the acquisition, exercise, or vesting of any stock appreciation right, stock bonus, restricted stock, phantom stock, performance stock, or similar stock-based award under any incentive plan of the Company or Boise Cascade Corporation except to the extent the award is payable in cash or the Committee determines that the award shall be included in Compensation for purposes of this Plan.

- 1.14 EFFECTIVE DATE means January 1, 2004.

- 1.15 ELIGIBLE EMPLOYEE means a person employed by the Company who either (i) has a salary midpoint above \$110,000 *or* (ii) meets all of the following requirements: (A) is a participant in the Basic Plan, (B) is a "Restricted Highly Compensated Employee" as defined in the Basic Plan, (C) is classified by the Company as an exempt associate, (D) is among the top 2% of the highest paid associates and (E) receives compensation that exceeds three times the compensation of the average associate (as determined by the Company in its sole and absolute discretion).
- 1.16 ENROLLMENT AND ELECTION FORM means the form on which a Participant elects to defer compensation and makes other required designations.
- 1.17 ENTRY DATE with respect to an Eligible Employee means the first date that the Eligible Employee is entitled to commence participation in the Basic Plan.
- 1.18 PARTICIPANT means any person designated in accordance with the provisions of Article II, including, where appropriate according to the context of the Plan, any former Eligible Employee who is or may become (or whose Beneficiary may become) eligible to receive a benefit under the Plan.
- 1.19 PLAN means the OfficeMax, Inc. Executive Savings Deferral Plan II as set forth herein and as in effect from time to time.
- 1.20 PLAN YEAR means the calendar year beginning January 1, 2004, and each calendar year thereafter during which the Plan is in effect.
- 1.21 PRIOR PLAN means the OfficeMax, Inc. Executive Savings Deferral Plan which was in effect for the period from January 1, 2000 until the Closing Date.
- 1.22 SALARY DEFERRAL CONTRIBUTIONS means the contributions made or deemed made by a Participant pursuant to Article III.
- 1.23 SALARY DEFERRAL CONTRIBUTIONS SUBACCOUNT means the account(s) on the books of the Company to which a Participant's Supplemental Salary Deferral Contributions under Article III, plus earnings and losses thereon, are credited.
- 1.24 TRUST means the trust fund, if any, established pursuant to the Plan.
- 1.25 TRUSTEE means the trustee named in the agreement establishing the Trust, if any, and such successor and/or additional trustees as may be named pursuant to the terms of the agreement establishing the Trust.
- 1.26 VALUATION DATE means December 31 of each Plan Year and such other date or dates that the Committee, in its sole discretion, designates as a Valuation Date. Valuations shall occur at least quarterly within a given Plan Year and may occur more frequently at the sole discretion of the Committee.

## ARTICLE II ELIGIBILITY AND PARTICIPATION

### 2.1 REQUIREMENTS.

- (a) Every Eligible Employee on the Effective Date shall be eligible to become a Participant in this Plan on the Effective Date. Each person who becomes an Eligible Employee after the Effective Date shall be eligible to become a Participant on the first Entry Date occurring on or after the date on which he or she becomes an Eligible Employee. No individual shall become a Participant, however, if he or she is not an Eligible Employee on the date his or her participation is to begin.
- 3
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- (b) In order to participate as of the Effective Date or the Entry Date, as applicable, an Eligible Employee must execute and return to the Committee, within the time period specified by the Committee, an Enrollment and Election Form on which the Eligible Employee shall:
- (i) Elect to become a Participant;
  - (ii) Elect a rate of Salary Deferral Contributions for the initial Plan Year as provided in Section 3.1;
  - (iii) Designate a Beneficiary as provided in Section 9.1;
  - (iv) Specify a distribution commencement date for Plan benefits and a form of distribution of Plan benefits (from among the options indicated on the form);
  - (v) Specify a deemed investment fund or funds (in accordance with Section 6.2); and
  - (vi) Agree to the terms of the Plan.
- (c) For each subsequent Plan Year, within such time period as the Committee shall specify before the beginning of the Plan Year, an Eligible Employee who desires to continue to participate must execute and return to the Committee an Enrollment and Election Form on which he/she shall elect a rate of Salary Deferral Contributions as provided in Section 3.1 with respect to that Plan Year. An Eligible Employee may also designate a new distribution commencement date for Plan benefits and/or a new form of distribution of Plan benefits (from among the options indicated on the form), but only with respect to benefits attributable to deferrals for that and subsequent Plan Years.
- (d) As provided in Sections 2.1(b)(iv) and 2.1(c), an Eligible Employee may elect a different distribution commencement date for Plan benefits and/or a different form of distribution of Plan benefits with respect to deferrals for each separate Plan Year. However, the election made for each Plan Year is irrevocable after that Plan Year has begun, and may not be subsequently modified, except as otherwise provided in Article VIII.

2.2 CHANGE OF EMPLOYMENT CATEGORY. During any period in which a Participant remains in the employ of the Company, but ceases to be an Eligible Employee, he/she shall cease to be eligible to make Salary Deferral Contributions or have Company Matching Contributions made on his/her behalf as of the date he/she is no longer an Eligible Employee. However, his/her Account shall continue to be revalued in accordance with Article VI.

**ARTICLE III  
SALARY DEFERRAL CONTRIBUTIONS**

3.1 IRREVOCABLE ELECTION. A Participant may elect by filing with the Committee a salary reduction agreement in the form of an Enrollment and Election Form (pursuant to Section 2.1) to reduce the amount of Compensation that he/she would otherwise receive as taxable pay for the Plan Year with respect to which the form relates and to have the Company credit an equivalent amount to his/her Salary Deferral Contributions Subaccount. A Salary Deferral Contribution election shall apply only with respect to Compensation for the particular Plan Year specified on the election form. Once the Plan Year has begun, the Salary Deferral Contribution election with respect to that Plan Year shall become irrevocable.

3.2 CHOICE OF CONTRIBUTION RATES.

(a) A Participant may elect to make Salary Deferral Contributions of his/her Compensation for a specified Plan Year in whole percentages up to 90% for the 2004 Plan Year and 50% for each Plan Year thereafter. A Participant may also specify a different rate, up to 90%, for his/her cash bonus payments.

4

(b) Salary Deferral Contributions shall be deducted from the Participant's pay by the Company and an equivalent amount shall be credited to the Participant's Salary Deferral Contributions Subaccount.

**ARTICLE IV  
COMPANY MATCHING CONTRIBUTIONS**

4.1 AMOUNT. In addition to the Salary Deferral Contributions made pursuant to Article III above, the Company shall credit to each Participant's Company Matching Contributions Subaccount an amount equal to 50% of the Salary Deferral Contributions that the Participant has elected in accordance with Section 3.2, disregarding for this purpose any Salary Deferral Contributions relating to a Participant's cash bonus and Salary Deferral Contributions in excess of six percent (6%) of Basic Compensation, reduced by the amount of "Employer Contributions" (as defined in the Basic Plan) made by the Company on behalf of that Participant with respect to such period under the Basic Plan. Company Matching Contributions shall be credited to a Participant's Company Matching Contributions Subaccount.

**ARTICLE V  
VESTING**

5.1 VESTING. An Eligible Employee shall always be one hundred percent (100%) vested in all amounts credited to his/her Salary Deferral Contributions Subaccount. He/she shall vest in amounts credited to his/her Company Matching Contributions Subaccount in accordance with the following schedules, based on his/her "Years of Service" as defined in the Basic Plan.

For Participants with an "Employment Date" (as defined in the Basic Plan) on or before December 31, 2003:

Years of Service	Vested Percentage
Less than 2 years of service	0%
2 years of service	50%
3 or more years of service	100%

For Participants with an "Employment Date" on or after January 1, 2004:

Years of Service	Vested Percentage
Less than 3 years of service	0%
3 or more years of service	100%

A Participant's Company Matching Contributions Subaccount also will become 100% vested if, while still employed by the Company, he/she attains age 65 or dies.

**ARTICLE VI  
ACCOUNTS**

6.1 ACCOUNTS. The Company will maintain on its books a Salary Deferral Contributions Subaccount(s) and a Company Matching Contributions Subaccount(s) for each Participant to which shall be credited, as appropriate, Salary Deferral Contributions under Article III, Company Matching Contributions under Article IV, and deemed investment earnings and/or losses as provided in Section 6.2. Appropriate records will be maintained for each Participant, as necessary, to account separately for Plan benefits that are attributable to deferrals for different Plan Years to the extent deferrals are subject to different payment option elections under Section 8.2(a). All Accounts shall be bookkeeping accounts only, and all such amounts referred to therein shall, prior

5

to being distributed, in all events remain subject to the claims of the general creditors of the Company who is or was the employer of the respective Participant.

## 6.2 ADJUSTMENTS.

- (a) In accordance with rules established by the Committee, a Participant may elect to "invest" amounts credited to his Account in and among hypothetical investment funds which shall mirror the investment funds offered under the Basic Plan from time to time. Any election may be changed in accordance with rules established by the Committee. If a Participant fails to make such an election, his/her Account will be deemed to be invested in a default investment fund chosen by the Committee.
- (b) As of each Valuation Date, each Account will be adjusted, with either an increase or a decrease, to reflect the deemed investment experience of the Account since the preceding Valuation Date. For this purpose, the Account will be adjusted to reflect the investment return under the Eligible Employee's deemed investment elections.

## 6.3 ACCOUNTING FOR DISTRIBUTIONS. As of the date of any distribution, the distribution to a Participant or his/her Beneficiary shall be charged to such Participant's Account.

### ARTICLE VII ENTITLEMENT TO BENEFITS

## 7.1 VALUATION OF ACCOUNT. If a Participant terminates employment with the Company for any reason, the Participant's Account shall be valued as of the Valuation Date coincident with or next following the date of termination (or the distribution commencement date as elected in the Participant's Enrollment and Election Form, if later) and the vested portion of the Account shall be payable according to the provisions of Article VIII.

## 7.2 [RESERVED.]

## 7.3 SOURCE OF PAYMENTS. Benefits under this Plan shall be payable from general assets of the Company who is or was the employer of the respective Participant; provided, however, that if the Company has established a Trust to fund benefit payments hereunder, such payments by the Trust shall be made only to the extent there are assets in the Trust and any payment due under the Plan that is not paid by the Trust will be paid by the Company who is or was the employer of the respective Participant from its general assets.

### ARTICLE VIII PAYMENT OF BENEFITS

## 8.1 CASH PAYMENTS. All payments under the Plan shall be made in cash.

## 8.2 PAYMENT OPTIONS.

- (a) As provided in Section 2.1(d), an Eligible Employee may elect a different payment option for Plan benefits attributable to deferrals for each Plan Year. Each payment option must be selected by the Eligible Employee prior to the deferral, pursuant to Sections 2.1(b)(iv) and 2.1(c). Each payment option shall provide for payment to the Participant of the vested value of the Participant's Account attributable to such deferral as set forth below:
  - (i) *Time of Distribution.* As soon as administratively feasible pursuant to Article XI after the Participant's employment terminates with the Company and all affiliates other than by reason of death, or at a later or earlier fixed date, as specified by the Participant in his/her Enrollment and Election Form at the time of the deferral election under the Plan.

6

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- (ii) *Form of Distribution.* In a single lump sum, or in approximately equal installments over a period not exceeding fifteen (15) years, as elected by the Participant in his/her Enrollment and Election Form at the time of the deferral election under the Plan.

- (b) Notwithstanding the foregoing, if a Participant fails to designate properly the manner of payment of the Participant's benefit under the Plan, payment will be made in a lump sum as soon as practicable after the date of the Participant's termination of employment.

## 8.3 PAYMENT UPON DEATH. If a Participant dies (whether before or after payments to the Participant have begun), the value of the Participant's Account shall be paid to the Participant's Beneficiary in a lump sum as soon as practicable thereafter.

## 8.4 SMALL BALANCES. Notwithstanding any provision of this Plan to the contrary, if at the time of a Participant's termination of employment with the Company and all affiliates, the value of his/her vested Account is not in excess of \$7,500, an amount equal to the value of the vested Account shall be distributed in a lump sum as soon as practicable after the date of the Participant's termination, regardless of any elections made by the Participant to the contrary.

## 8.5 PREMATURE DISTRIBUTION WITH PENALTY. Notwithstanding any provision of this Plan to the contrary, a Participant may at any time request in writing a single lump sum payment of the value of his/her Account. The amount of the payment shall be equal to the Account value as of the most recent Valuation Date plus any Compensation deferred after that Valuation Date, reduced by 10%. The payment shall be subject to withholding of federal, state and other taxes as applicable and shall be made within 30 days of the date on which the Committee receives the request for the distribution. If a Participant makes a request for a distribution under this Section 8.5, he/she shall not be eligible to participate in any nonqualified deferred compensation

plan maintained by the Company for a period of 12 months after the distribution and any Salary Deferral Contribution election shall not be effective with respect to Compensation payable to the Participant during that 12-month suspension period.

## ARTICLE IX BENEFICIARIES; PARTICIPANT DATA

### 9.1 DESIGNATION OF BENEFICIARIES.

- (a) Each Participant from time to time may designate any person or persons (who may be named contingently or successively) to receive any benefits payable under the Plan upon or after the Participant's death, and the Participant may change this designation from time to time by filing a new designation. If the Participant is legally married at the time of death, any designation of a Beneficiary other than the Participant's legal spouse shall be void, and the Participant's legal spouse will be the sole Beneficiary, unless the legal spouse has consented to the designation of another person as Beneficiary in a signed and notarized statement. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee, and will be effective only when filed in writing with the Committee during the Participant's lifetime.
- (b) In the absence of a valid Beneficiary designation, or if, at the time any benefit payment is due to a Beneficiary, there is no living Beneficiary, the Committee shall cause the benefit payment to be paid to the Participant's spouse, if then living, but otherwise to the person or persons designated as Beneficiary under the Basic Plan, or, if such person(s) is not then living, to the Participant's then living descendants, if any, *per stirpes*, but, if none, to the Participant's estate. In determining the existence or identity of anyone entitled to a benefit payment, the Committee may rely conclusively upon information supplied by the Participant's personal representative, executor, or administrator. If a question arises as to the existence or identity of

7

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anyone entitled to receive a benefit payment, or if a dispute arises with respect to any benefit payment, then, notwithstanding the foregoing, the Committee, in its sole discretion, may cause the payment to be distributed to the Participant's estate without liability for any tax or other consequences that might flow therefrom or may take such other action as the Committee deems appropriate.

- ### 9.2 INFORMATION TO BE FURNISHED BY PARTICIPANTS AND BENEFICIARIES; INABILITY TO LOCATE PARTICIPANTS OR BENEFICIARIES.
- Any communication, statement, or notice addressed to a Participant or to a Beneficiary at his/her last post office address as shown on the Company's records shall be binding on the Participant or Beneficiary for all purposes of the Plan. The Committee shall not be obliged to search for any Participant or Beneficiary beyond the sending of a registered letter to the last known address. If the Committee notifies any Participant or Beneficiary that he/she is entitled to an amount under the Plan and the Participant or Beneficiary fails to claim such amount or make his/her location known to the Committee within three (3) years thereafter, then, except as otherwise required by law, if the location of one or more of the next of kin of the Participant is known to the Committee, the Committee may direct distribution of such amount to any one or more or all of such next of kin, and in such proportions as the Committee determines. If the location of none of the foregoing persons can be determined, the Committee shall have the right to direct that the amount payable shall be deemed to be a forfeiture, except that the dollar amount of the forfeiture, unadjusted for deemed gains or losses in the interim, shall be paid by the Company if a claim for the benefit subsequently is made by the Participant or the Beneficiary to whom it was payable. If a benefit payable to an unlocated Participant or Beneficiary is subject to escheat pursuant to applicable state law, the Company shall not be liable to any person for any payment made in accordance with such law.

## ARTICLE X THE TRUST

- ### 10.1 ESTABLISHMENT OF TRUST.
- The Company may, but is not required to, establish a Trust to fund all or part of any benefits hereunder. Any such Trust shall be established with the Trustee pursuant to such terms and conditions as are set forth in a trust agreement to be entered into between the Company and the Trustee. Any such Trust is intended to be treated as a grantor trust under the Code, and the establishment of the Trust is not intended to cause Participants to realize current income on amounts contributed thereto, and the Trust shall be so interpreted.
- ### 10.2 BENEFIT PAYMENTS IN ABSENCE OF TRUST.
- To the extent the Company does not establish a Trust, benefit payments shall be made from the general assets of the Company who was or is the employer of the respective Participant.

## ARTICLE XI ADMINISTRATION

- ### 11.1 COMMITTEE.
- The Committee shall administer, construe, and interpret this Plan and shall determine, subject to the provisions of this Plan and in a manner consistent with the administration of the Basic Plan to the extent necessary or advisable, the Eligible Employees who shall participate in the Plan from time to time and the amount, if any, due a Participant (or Beneficiary) under this Plan. No member of the Committee shall be liable for any act done or determination made in good faith. No member of the Committee who is a Participant in this Plan may vote on matters affecting his/her personal benefit under this Plan, but any such member shall otherwise be fully entitled to act in matters arising out of or affecting this Plan notwithstanding his/her participation herein. In carrying out its duties herein, the Committee shall have sole discretionary authority to exercise all powers and to make all determinations, consistent with the

8

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terms of the Plan, in all matters entrusted to it, and its determinations shall be given deference and shall be final and binding on all interested parties.

### 11.2 CLAIMS PROCEDURE.

- (a) *Notice of Claim.* Any Participant or Beneficiary, or the duly authorized representative of a Participant or Beneficiary, may file a claim for a Plan benefit. The Committee has delegated responsibility for responding to initial claims to the Company's Vice President, Compensation, Benefits and

HRIS. Any claim must be in writing and delivered to the Vice President. Written notice of the disposition of the claim shall be furnished to the Participant or Beneficiary within ninety (90) days after the receipt of a claim, unless special circumstances require an extension of time for processing the claim. The 90-day period may be extended for up to an additional 90 days if special circumstances require. If an extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial ninety (90) day period. The Vice President or his or her designee shall have full discretion to interpret and apply the Plan, evaluate the facts and circumstances, and make a determination on the claim in accordance with the terms of the Plan. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his/her right to review pursuant to Sections 11.2(c) and 11.2(d) of the Plan, as applicable.

- (b) *Action on Claim.* If the claim is denied, the Vice President (or his or her designee) shall provide a written notice of denial, setting forth, in a manner calculated to be understood by the claimant:
  - (i) The specific reason or reasons for the denial;
  - (ii) The pertinent Plan provisions on which the denial is based;
  - (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
  - (iv) An explanation of the Plan's claim review procedure.
- (c) *Review of Denial.* Within sixty (60) days after receipt of the written notification of denial provided for in Section 11.2(b), the claimant or the claimant's duly authorized representative, upon written request to the Committee, may review pertinent documents, may request review of the claim, and may submit to the Committee, in writing, issues and comments concerning the claim.
- (d) *Decision on Review.* Upon the Committee's receipt of a request for review as provided in Section 11.2(c), the Committee shall make a prompt decision on the review and shall communicate the decision in writing to the claimant. The Committee's decision shall be written in a manner calculated to be understood by the claimant and shall include the following:
  - (i) The specific reason or reasons for the denial;
  - (ii) The pertinent Plan provisions on which the denial is based;
  - (iii) A statement that the Participant/Beneficiary is entitled to receive at no charge upon written request reasonable access to and copies of all documents, records, and other information relevant to his/her claim; and
  - (iv) A statement that the claimant has the right to bring an action under section 502(a) of ERISA.

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The decision shall be made no later than sixty (60) days after the Committee's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be made not later than one hundred twenty (120) days after receipt of the request for review. If an extension is necessary, the claimant shall be given written notice of the extension by the Committee prior to the expiration of the initial sixty (60) day period. If notice of the decision on review is not furnished in accordance with this Section, the claim shall be deemed denied on review.

- (e) No lawsuit claiming entitlement to benefits under this Plan may be filed prior to exhausting the claim and claim review procedures described in this Section 11.2. Any such lawsuit must be initiated no later than (a) one year after the event(s) giving rise to the claim occurred, or (b) 60 days after a final written decision is provided to the claimant under Section 11.2(d), whichever is later.

11.3 **FORM OF COMMUNICATION.** Any election, application, notice, claim, or other communication required or permitted to be made by a Participant or Beneficiary to the Company shall be made in writing and in such form as the Company may prescribe. Such communication shall be effective upon receipt by the Company's Vice President, Compensation, Benefits and HRIS.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

12.1 **LIMITATION OF RIGHTS.** Nothing contained in this Plan shall be construed to:

- (a) Limit in any way the right of the Company to terminate an Eligible Employee's employment at any time; or
- (b) Be evidence of any agreement or understanding, express or implied, that the Company will employ an Eligible Employee in any particular position or at any particular rate of remuneration.

12.2 **NONALIENATION OF BENEFITS.** No amounts payable hereunder may be assigned, pledged, mortgaged, or hypothecated, and, to the extent permitted by law, no such amounts shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same.

12.3

AMENDMENT OR TERMINATION OF PLAN. Although it is expected that this Plan shall continue indefinitely, the Board may amend this Plan from time to time in any respect, and may at any time terminate the Plan in its entirety; provided, however, that any amendment or termination may not reduce the amount of a Participant's Account as of the date of the amendment or termination nor may any amendment or termination adversely affect a Participant's entitlement to his/her Account as of that date. Notwithstanding the foregoing, for a period of two calendar years following the year in which a Change in Control occurs, unless required by law, this Plan may not be terminated or amended in any way which adversely affects a Participant's right to participate in this Plan, the amount the Participant can defer under this Plan, the amount of the Company Matching Contribution, a Participant's Account under this Plan, or a Participant's entitlement to his/her Account, without the written consent of the affected Participant; provided that the hypothetical investment funds provided according to Section 6.2(a) may be changed as necessary to reflect changes to the investment funds offered under the Basic Plan.

- 12.4 UNFUNDED PLAN. The Plan is "unfunded and is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees," within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). It is the intention of the Company that the Plan be unfunded for tax and ERISA purposes and that it be construed and interpreted

10

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accordingly. Participants have the status of general, unsecured creditors of the Company, and the Plan constitutes a mere promise by the Company to pay benefits in the future.

- 12.5 GENDER AND NUMBER. Wherever used in this Plan, the masculine shall be deemed to include the feminine, and the singular shall be deemed to include the plural, unless the context clearly indicates otherwise.
- 12.6 GOVERNING LAW. This Plan shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio to the extent such laws are not preempted by federal law.
- 12.7 CHANGES IN DEEMED INVESTMENTS/CONVERSIONS. Notwithstanding any provision of the Plan to the contrary:
- (a) In the event of any conversion, change in recordkeepers, change in investment funds under the Basic Plan and/or a Plan merger or spin-off, the Company, in its sole and absolute discretion (subject to the requirements of applicable law), may temporarily suspend, in whole or in part, certain Plan transactions, including without limitation, the right to change contributions, the right to change deemed investment elections and/or the right to receive a distribution.
  - (b) In the event of a change in investment funds under the Basic Plan and/or a Plan merger or spin-off, the Company, in its sole and absolute discretion, may decide to map deemed investments under this Plan in a manner similar to the mapping of under the investments in the Basic Plan. If deemed investments are mapped in this manner, the Participant shall be permitted to reallocate his/her Account balance among the deemed investment funds (in accordance with the provisions of Section 6.2) after any suspension period as described in subsection (a) is lifted.

**OfficeMax, Inc.**

By: /s/ J.W. Holleran

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As Sole Director

Date: December 9, 2003

11

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QuickLinks

[TABLE OF CONTENTS](#)

[Boise Cascade Letterhead]

March 16, 2004

Securities and Exchange Commission  
Attention: Division of Corporation Finance  
450 Fifth Street, NW  
Washington, DC 20549

Subject: Securities Issuable Under the OfficeMax, Inc. Savings Plan and the OfficeMax, Inc. Executive Savings Deferral Plan II

Ladies and Gentlemen:

I am the Senior Vice President, Human Resources, and General Counsel of Boise Cascade Corporation, a Delaware corporation. In that capacity, I represent the company in connection with the preparation and filing with the SEC of a Registration Statement on Form S-8 relating to the registration of 500,000 shares of the company's common stock (together with the related common stock purchase rights, the "Common Stock") and an indeterminate amount of plan interests (the "Plan Interests") to be issued under the OfficeMax, Inc. Savings Plan, as amended (the "Savings Plan"), and the registration of \$250,000 deferred compensation obligations (the "Deferred Compensation Obligations") to be issued under the OfficeMax, Inc. Executive Savings Deferral Plan II (the "Deferral Plan"). I reviewed originals (or copies) of certified or otherwise satisfactorily identified documents, corporate and other records, certificates, and papers as I deemed it necessary to examine for the purpose of this opinion.

Based on the foregoing, it is my opinion that the Common Stock issued under the Savings Plan will, when issued, be validly issued, fully paid, and nonassessable and that the Plan Interests issued under the Savings Plan will be validly issued. In addition, it is my opinion that the Deferred Compensation Obligations, when issued in accordance with the Deferral Plan, will be valid and binding obligations of OfficeMax, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally and subject to general equity principles.

The provisions of the written documents comprising the Savings Plan are intended to comply with the requirements of the Employee Retirement and Security Act of 1974, as amended ("ERISA"). The Deferral Plan is established and maintained as a "top hat" plan for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of ERISA. As such, it is subject to limited provisions of ERISA (specifically, Parts 1 and 5 of Title I of ERISA). The provisions of the written documents comprising the Deferral Plan are intended to comply with these applicable ERISA requirements.

I consent to the filing of this opinion as an exhibit to the Registration Statement. I also consent to the references to me therein under the heading "Interests of Named Experts and Counsel." In giving this consent, however, I do not admit that I am within the category of persons whose consent is required by Section 7 of the Securities Act of 1933.

Very truly yours,

/s/ John W. Holleran

John W. Holleran

JWH:vkj

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**Independent Accountants' Consent**

To the Board of Directors of  
Boise Cascade Corporation:

We consent to the use of our report dated January 29, 2004, with respect to the consolidated balance sheets of Boise Cascade Corporation and subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of income (loss), shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2003, incorporated herein by reference, and to the reference to our firm under the heading "Interests of Named Experts and Counsel" in this Registration Statement on Form S-8.

Our report refers to the adoption of Statement of Financial Accounting Standards (SFAS) No. 143 and No. 148, Financial Accounting Standards Board's (FASB) Emerging Issues Task Force Issue No. 02-16, and FASB Interpretation No. 46, as revised, effective in 2003. Our report also refers to the adoption of SFAS No. 142, effective in 2002.

/s/ KPMG LLP

Boise, Idaho  
March 16, 2004

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**Independent Accountants' Consent**

To the Board of Directors of  
Boise Cascade Corporation:

We consent to the use of our report dated June 16, 2003, relating to the statement of net assets available for plan benefits of the OfficeMax, Inc. 401(k) Savings Plan as of December 31, 2002, and the related statement of changes in net assets available for plan benefits for the year ended December 31, 2002, and supplemental schedules, which appear in the December 31, 2002, annual report on Form 11-K of OfficeMax, Inc., incorporated herein by reference, and to the reference to our firm under the heading "Interests of Named Experts and Counsel" in this Registration Statement on Form S-8.

/s/ KPMG LLP

Cleveland, Ohio  
March 16, 2004

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