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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 19, 2007 (September 13, 2007)

OFFICEMAX INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

1-5057

(Commission File Number)

82-0100960

(IRS Employer Identification No.)

**263 Shuman Blvd.
Naperville, Illinois**

(Address of Principal Executive Offices)

60563

(Zip Code)

Registrant's telephone number, including area code: **(630) 438-7800**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Sam Martin was appointed executive vice president and chief operating officer of OfficeMax Incorporated (the "Company") effective September 17, 2007. Mr. Martin, 51, was most recently the Senior Vice President of Operations for Wild Oats Markets, Inc., a retailer of natural and organic foods, from January 2006 through September 2007. Prior to that, Mr. Martin was the Senior Vice President of Supply Chain for Shopko Stores Inc., a multi-department retailer, from April 2005 through December 2005 and Vice President of Distribution and Transportation from April 2003 to April 2005. From 1998 until 2003, Mr. Martin was Regional Vice President, Western Region, and General Manager for Toys R Us, a retailer of toys and baby products. Prior to that, Mr. Martin served in a variety of operational roles in his 24-year tenure with Fred Meyer Stores.

Since the beginning of the Company's last fiscal year, the Company has sold office products to Wild Oats Markets, Inc., Mr. Martin's former employer. These transactions were entered into in the ordinary course of business and involved the sale of goods at arms-length negotiated rates.

Mr. Martin will receive the following items of compensation according to a Letter Agreement with the Company dated September 12, 2007 (the "Letter Agreement"):

Base Salary: \$620,000 per annum.

2007 Annual Short-Term Incentive Program ("ASTIP") Bonus: Mr. Martin will have an annual target bonus of 70% of base salary. This bonus is on the same terms as all other bonuses issued in 2007 under the ASTIP, except that, pursuant to the terms of the Letter Agreement, Mr. Martin will receive a guaranteed bonus of at least 70% of his base salary, pro-rated to reflect his start date, regardless of whether the Company achieves the performance criteria required before bonuses are paid to all other program participants. The description of the 2007 Annual Short-Term Incentive Program under the heading "2007 Annual Short-Term Incentive Program and Award Agreement" and the form of 2007 Annual Incentive Award Agreement filed as Exhibit 99.1 in the Company's Report on Form 8-K filed on February 20, 2007 are incorporated herein by reference.

2007 Long-Term Incentive Program ("LTIP") Award. On September 17, 2007, Mr. Martin received an award of 36,540 performance-based restricted stock units under the LTIP. The number of units was determined based on the closing price of Company common stock on September 17, 2007. This award is subject to the same terms as all other awards issued in 2007 under the LTIP. The description of the 2007 Long-Term Incentive Program under the heading "2007 Long-Term Incentive Program and Restricted Stock Unit Award Agreement" and the form of Restricted Stock Unit Award Agreement filed as Exhibit 99.2 in the Company's Report on Form 8-K filed on February 20, 2007 are incorporated herein by reference.

Other. Mr. Martin will be eligible to receive twelve months of severance under the Company's severance policy applicable to executive officers, if he is terminated involuntarily, and not for disciplinary reasons. Mr. Martin will be entitled to participate in the Company's benefit plans and programs on the same terms as other senior officers of the Company. If Mr. Martin is not otherwise eligible for medical and dental coverage from Wild Oats Markets on a non-COBRA basis, he will receive COBRA assistance from OfficeMax until he becomes eligible for participation in the OfficeMax medical and dental programs.

In addition, the Letter Agreement contains provisions regarding additional equity grants, change in control and restrictions on competition. Agreements governing each of these provisions are described below. The Letter Agreement is included in this filing as Exhibit 99.1 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Letter Agreement.

Grant of Restricted Stock Units.

On September 17, 2007, Mr. Martin received an award of 11,150 restricted stock units (the "RSUs"). The number of RSUs was determined based on the closing price of Company common stock on September 17, 2007. This grant is subject to the terms of a Restricted Stock Unit Award Agreement (the "Award Agreement") dated September 17, 2007 between the Company and Mr. Martin. Pursuant to the terms of the Award Agreement, 33 1/3% of the RSUs shall vest and be paid in Company common stock on each of the first three anniversaries of the grant date, subject to possible deferral in the circumstances described in the Award Agreement. The award is also subject to the terms of the 2003 OfficeMax Incentive and Performance Plan. If Mr. Martin terminates employment for any reason prior to the third anniversary of the grant date, the RSUs which have not vested will be forfeited. In the event of a change in control, as defined in the Award Agreement, the vesting of the RSUs may accelerate under certain circumstances described in the Award Agreement. The RSUs may not be sold, assigned or encumbered prior to vesting, without the consent of the Company. Mr. Martin will not receive dividends or have voting rights with respect to the RSUs.

The Award Agreement is included in this filing as Exhibit 99.2 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Award Agreement.

Nonstatutory Stock Option Award Agreement Between the Company and Mr. Martin

On September 17, 2007, the Company granted Mr. Martin a stock option to purchase 35,000 shares of Company common stock at a price of \$31.39 per share (the closing price of the Company's common stock on September 17, 2007). This grant is subject to the terms of a Nonstatutory Stock Option Award Agreement (the "Stock Option Agreement") dated September 17, 2007 between the Company and Mr. Martin. On each of the first three anniversaries of the award date, the option shall become exercisable with respect to 33 1/3% of the shares subject to the Stock Option Agreement. The award is also subject to the terms of the 2003 OfficeMax Incentive and Performance Plan. If Mr. Martin terminates employment for any reason prior to the third anniversary of the award date, the portion of the stock option which has not vested will be forfeited. The stock option must be exercised on or before the earliest of (a) the tenth anniversary of the award date; (b) one year after Mr. Martin retires (after attaining

age 55 and completing 10 years of service with the Company), dies, or becomes totally and permanently disabled, provided that Mr. Martin has not, as of the date of the exercise of the stock option, commenced employment with any competitor of the Company (as defined in the Stock Option Agreement); and (c) three months after Mr. Martin terminates employment for any other reason. The option will be cancelled immediately if Mr. Martin is terminated for disciplinary reasons as defined in the Stock Option Agreement. In the event of a change in control, as defined in the Stock Option Agreement, the vesting of the option may accelerate under certain circumstances described in the Stock Option Agreement.

The Stock Option Agreement is included in this filing as Exhibit 99.3 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the agreement.

Change in Control Agreement

On September 17, 2007, the Company entered into a change in control agreement (the "Change in Control Agreement") with Mr. Martin that is substantially similar to change in control agreements available to the Company's other senior executives. The form of those agreements was filed as Exhibit 10.32 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004 and described in the Company's Report on Form 8-K dated March 17, 2005, under the heading "Change in Control (Severance) Agreements." The form and description are incorporated by reference herein.

Nondisclosure and Noncompetition Agreement

On September 13, 2007, the Company entered into a nondisclosure and noncompetition agreement (the "Agreement") with Mr. Martin. This Agreement requires Mr. Martin to refrain from divulging confidential information of the Company during the course of his employment, except when such disclosure is a necessary part of a merchandise sale negotiation with a customer, and after termination of employment. For a period of 12 months after termination of employment with the Company, the Agreement also subjects Mr. Martin to an agreement not to be employed in the same or similar capacity, directly or indirectly, as he was employed by the Company for a competitor (as described in the Agreement) in North America. During employment and for two years after termination, Employee agrees not to:

- solicit or attempt to solicit any customer or supplier of the Company for the purpose of selling or purchasing office products or services. For purposes of the Agreement, a "customer" of the Company means any person or business to whom the Company sold office products or services during the last two years Mr. Martin was employed by the Company and a "supplier" means any person or business from whom the Company purchased or obtained office products or services during the last two years Mr. Martin was employed by the Company.
 - solicit or discuss potential employment opportunities with any employee of the Company;
 - offer to hire or hire any person who was employed by the Company at any time during the 12 months prior to the termination of Mr. Martin's employment with the Company; or
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- induce or attempt to induce any supplier, or other business relation of the Company, to cease doing business with the Company or in any way interfere with the relationship between any such supplier or business relation and Company (including disparaging the Company).

The Agreement is included in this filing as Exhibit 99.4 and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 99.1	Letter Agreement dated September 12, 2007 between Mr. Martin and the Company
Exhibit 99.2	Restricted Stock Unit Award Agreement dated September 17, 2007 between the Company and Mr. Martin
Exhibit 99.3	Nonstatutory Stock Option Award Agreement dated September 17, 2007 between the Company and Mr. Martin
Exhibit 99.4	Nondisclosure and Noncompetition Agreement dated September 13, 2007 between the Company and Mr. Martin

SIGNATURE

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

Dated: September 19, 2007

OFFICEMAX INCORPORATED

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

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
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Exhibit 99.4	Nondisclosure and Noncompetition Agreement dated September 13, 2007 between the Company and Mr. Martin

Sam Duncan
Chief Executive Officer and
Chairman of the Board

OfficeMax
263 Shuman Boulevard
Naperville, IL 60563

September 12, 2007

Mr. Sam Martin
[Address]

Dear Sam:

We are pleased to offer you the opportunity to join OfficeMax Incorporated ("OfficeMax") as Executive Vice President and Chief Operating Officer with a start date of September 17 2007. The terms of this employment offer are summarized below.

- **Base Salary** — Your compensation will include an initial base salary at the rate of \$620,000 gross per annum, payable bi-weekly. You will be reviewed on a Management-by-Objective format and be eligible for base salary increases, predicated on performance, in the spring of each year. Your first performance review will be scheduled for the spring of 2008.
- **Short-Term Incentive** — In your role of Executive Vice President and Chief Operating Officer, you will be eligible for an annual target incentive bonus of 70% of your base salary. This incentive is based on the performance of OfficeMax. The performance measures in the 2007 short-term incentive plan are: return on sales, earnings before interest and taxes (EBIT), and same location sales growth. You will be guaranteed a fiscal 2007 bonus (at not less than a 70% target) which will be pro-rated based on your start date.
- **Long-Term Incentive** — On your first date of employment, OfficeMax will award to you performance-based restricted stock units equal to \$1,147,000 (185% of base salary). The number of units will be determined based on the OfficeMax common stock closing price on your first day of employment. In addition, you will receive a one-time award of time-based restricted stock units equal to \$350,000 (also determined based on the OfficeMax common stock closing price on your first day of employment). This time based award will vest 33 1/3% per year from the date of grant. Finally, you will receive 35,000 non-qualified stock options which will vest 33 1/3% per year from the date of grant. These non-qualified stock options will be exercisable at a price equal to the fair market value (defined as the closing price) of OfficeMax common stock on the first day of your employment and will have a 10 year exercise period. Details of the awards will be provided to you once you commence employment with OfficeMax. In 2008 and forward, and as an executive of OfficeMax, you will be eligible to participate in the OfficeMax Incentive and Performance Plan in a manner commensurate with your position with OfficeMax and consistent with awards granted to other senior executive officers of OfficeMax.

- **Severance** - You would be eligible for 12 months severance under the OfficeMax Executive Officer Severance Pay Policy, as in effect on the date hereof, if you are terminated involuntarily, and not for disciplinary reasons. The severance provisions include base pay and medical benefits continuation through the 12 month severance period.
- **Change in Control** — You would be eligible for a Change in Control agreement as approved by the Executive Compensation Committee of the Board of Directors. You will be eligible to receive compensation for 24 months based on the terms of the change-in-control agreement.
- **Vacation** — OfficeMax has a time off policy referred to as Your Time Off (YTO). As an experienced executive joining OfficeMax, we will establish your eligibility for YTO at 25 days of YTO per year (accrued throughout the year).
- **Benefit Programs** — OfficeMax offers a comprehensive benefit package, the key elements of which are outlined in a Benefits brochure that will follow. In addition, you will be eligible for participation in the Executive Benefit Program, which includes life insurance (two times base salary), an annual physical and financial counseling (\$5,000 annually). In the event you are not otherwise eligible for medical and dental coverage from your previous employer on a non-COBRA basis, you will receive COBRA assistance from OfficeMax until you become eligible for participation in the OfficeMax medical and dental programs. This assistance is taxable income and proof of COBRA coverage and payment is required.
- **Relocation** — You shall be provided relocation benefits consistent with the Company's relocation policy for expenses incurred in connection with the relocation of you and your immediate family to the Naperville, Illinois area.
- **Non-compete Provisions** — As an executive with OfficeMax, you will be required to sign the attached non-compete agreement restricting you from obtaining employment with other organizations participating in the sale and distribution of office products, office furniture, computer consumables or related products and services for a period of one year after termination of employment. Additionally, this offer of employment is contingent on a written confirmation that you currently do not have a non-compete agreement that restricts you from employment with OfficeMax.
- **Employment at Will** — Your employment with OfficeMax is at-will. This means that both you and OfficeMax are free to terminate the employment relationship within such party's discretion at any time. No supervisor or other OfficeMax representative, except the Executive Vice President of Human Resources, has the authority to alter this relationship and then only if the agreement is in writing, signed by both parties, and is specific to you. You should never interpret any OfficeMax representative or supervisor's remarks as a guarantee of continued employment. Nothing herein or in any of the attachments to this offer letter alters this at-will relationship.
- **Contingent Offer** — An important part of our hiring process is our completion of a background check, a drug screening, reference checks, verification of education, and proof of your ability to work in the U.S. All of our employment offers are contingent upon your successful completion of these important steps.

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

Sam, we are pleased to make this offer of employment to you and are excited to know that you will soon be joining the OfficeMax team. Please sign and return one copy of this offer letter to me by September 14, 2007 to signify both your acceptance of this offer and your understanding of its contents.

Sam, we look forward to having you on board.

Sincerely,

/s/ Sam Duncan

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

Enclosures

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

/s/ Sam Martin

Sam Martin

OFFICEMAX INCORPORATED
Restricted Stock Unit Award Agreement

This **Restricted Stock Unit** Award (the "Award"), is granted **September 17, 2007** (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to **Sam Martin** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms of this Agreement (the "Agreement"):

1. Your Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. **If there is any inconsistency between the terms of this Award Agreement and the terms of the Plan, the terms of this Award Agreement shall supersede and replace the conflicting terms of the Plan.**
2. You are hereby awarded **11,150** restricted stock units, at no cost to you, subject to the restrictions set forth in the Plan and this Agreement.
3. Your Award is subject to a three-year restriction period (the "Restriction Period"). Subject to the provisions of this Agreement and the Plan, 33 1/3% of the restricted stock units granted pursuant to this Award shall vest and immediately be paid on each of the first three anniversaries of the Award Date; provided, however, that if, in the good faith determination of OfficeMax (which shall be made immediately prior to the scheduled vesting date), some or all of the remuneration attributable to the payment of the Award shall fail to be deductible by OfficeMax for federal income tax purposes pursuant to Section 162(m) of the Internal Revenue Code, as amended (the "Code"), the nondeductible amount of such payment shall be automatically deferred (the "Automatic Deferral" until the day following the six month anniversary of your termination of employment. Upon your voluntary or involuntary termination of employment for any reason prior to completing three years of service, all restricted stock units not yet vested at the time of termination will be immediately forfeited.
4. In the event of a Change in Control prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of substantially equivalent value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a "Qualifying Termination", all units not vested at the time of the Change in Control or your termination (as applicable) will vest immediately. "Change in Control" and "Qualifying Termination" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.
5. The units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to vesting. Any attempt to transfer your rights in the awarded units prior to vesting will result in the immediate forfeiture of the units. Subject to the approval of the Company in its sole discretion, units may be transferable to members of the immediate family of the participant and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only stockholders.
6. You will not receive dividends or dividend units on the awarded units. With respect to the awarded units, you are not a shareholder and do not have any voting rights until the units vest.
7. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock. The amount of shares to be paid to you will be reduced by that number of shares having a Fair Market Value equal to the required federal and state withholding amounts triggered by the vesting of your restricted stock units; provided, however, that you may elect within 60 calendar days from the Award Date to satisfy such withholding requirements in cash. Partial shares, if any, will be paid in cash and applied towards withholding.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before October 17, 2007, or the Award will be forfeited. Return your executed Agreement to: Jeff Johnson, 263 Shuman Boulevard, Naperville, IL 60563, or fax your signed form to 630-647-3722.

OfficeMax Incorporated

Awardee

By: /s/ Perry Zukowski
Perry Zukowski
Executive Vice President,
Human Resources

Signature: /s/ Sam Martin

Printed Name: Sam Martin

OFFICEMAX INCORPORATED
Nonstatutory Stock Option Award Agreement

This **Nonstatutory Stock Option Award** (the "Award"), is granted **September 17, 2007** (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to **Sam Martin** ("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and the following terms of this agreement (the "Agreement"):

1. Your Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan. **If there is any inconsistency between the terms of this Award Agreement and the terms of the Plan, the terms of this Award Agreement shall supersede and replace the conflicting terms of the Plan.**
2. You are hereby awarded a nonstatutory stock option to purchase up to **35,000** shares of Stock at a price of **\$31.39** per share (the "Grant Price").
3. The Option shall become exercisable as follows:
 - a. On each of the first three anniversaries of the Award Date, if you are then employed with OfficeMax, the Option shall become exercisable with respect to one-third of the shares of Stock subject to the Option. If you terminate employment with OfficeMax for any reason before the third anniversary of the Award Date, any portion of the Option that is not then exercisable pursuant to the preceding sentence will be forfeited upon your termination of employment.
 - b. The Option must be exercised on or before the earliest of the following:
 - (a) the tenth anniversary of the Award Date;
 - (b) one year after your termination of employment as a result of your retirement (after attaining age 55 and completing 10 years of service with OfficeMax), death, or total and permanent disability, provided that you have not, as of the date of the exercise of the Option, commenced Employment with any Competitor (see paragraph 7 below);
 - (c) three months after your termination of employment for any other reason, subject to paragraph 4.
4. The Option shall be canceled immediately if you are terminated for "disciplinary reasons," as that term is defined in the Executive Officer Severance Pay Policy (or any successor policy).
5. In the event of a Change in Control prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination", the Option shall become fully vested and exercisable immediately upon the Change in Control, or, in the case of your termination, upon the date of termination for a period of one year from your termination date. "Change in Control" and "qualifying termination" shall be defined in an agreement providing specific benefits upon a change in control or in the Plan.
6. You may exercise the Option upon notice and payment of the Grant Price by any of the following methods, unless disallowed by law:
 - (a) broker assisted exercise;
 - (b) Stock already owned by you; or
 - (c) cash.

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

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

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before October 17, 2007, or the Award will be forfeited. Return your executed Agreement to: Jeff Johnson, OfficeMax, 263 Shuman Boulevard, Naperville, Illinois 60563.

OfficeMax Incorporated

By: /s/ Perry Zukowski
Perry Zukowski
Executive Vice President,
Human Resources

Awardee

Signature: /s/ Sam Martin

Printed Name: Sam Martin

**OFFICEMAX INCORPORATED
NONDISCLOSURE AND NONCOMPETITION AGREEMENT**

THIS AGREEMENT is made as of this 13th day of September, 2007, by and between OfficeMax Incorporated, a Delaware corporation ("OfficeMax"), which term includes any affiliates and subsidiaries), and Sam Martin (the "Employee").

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

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

2. Return of Property. On termination of Employee's employment with OFFICEMAX, Employee will immediately surrender to OFFICEMAX, in good condition, all Confidential Information, as well as all letters, notes, memoranda, program design specifications, and all other similar items which relate to customers or potential customers of OFFICEMAX that Employee obtained from OFFICEMAX files or databases, are supplied to Employee by OFFICEMAX, or generated by Employee from OFFICEMAX data and that are in Employee's possession, custody, or control wherever located including all reproductions or copies of such materials, whether in hard-copy or electronic form.

3. Noncompetition. In exchange for OFFICEMAX's employment of Employee, and its agreement to provide Employee Confidential Information and training, for a period of 12 months after termination of Employee's employment with OFFICEMAX, whether such termination is voluntary or involuntary (or for a period of 12 months after a final judgment or injunction enforcing this covenant), Employee agrees not to, directly as an employee or indirectly as a consultant or contractor, without the prior written consent of OFFICEMAX, be employed in the same or similar capacity as Employee was employed by OFFICEMAX, by another business entity or person engaged in the sale or distribution of office supplies, office furniture, computer consumables or related office products or services, in the Territory (as defined below). For purposes hereof, the Territory shall be all of North America.

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

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

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

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

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

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

5. Severability. In case any one or more of the terms contained in Section 3, or in subsections (a), (b), (c), or (d) of Section 4 shall for any reason become invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other terms herein, but such terms shall be deemed deleted and such deletion shall not affect the validity of the other terms of this Agreement. In addition, if any one or more of the terms contained in Section 3, or in subsections (a), (b), (c), or (d) of Section 4 shall for any reason be held by a court of competent jurisdiction to be excessively broad or unreasonable with regard to duration, scope, or area, the terms shall be construed in a manner to enable it to be enforced to the maximum extent permitted by applicable law, and any such court shall have the power to modify such term.

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

7. Employment-at-Will. Employee understands that his/her employment with OFFICEMAX is at-will and that this Agreement does not affect Employee's employment-at-will status. Employee further acknowledges at any time and for any reason, Employee may resign his/her position or OFFICEMAX may terminate Employee's employment.

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

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

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

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

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

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

14. Governing Law. For enforcement purposes, this Agreement shall be governed and construed according to the laws of the state in which the OFFICEMAX location to which Employee last reported is located, without giving effect to any conflict of laws provisions.

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

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

OFFICEMAX INCORPORATED

EMPLOYEE

By: /s/ Matt Broad
Its: EVP and GC

/s/ Sam Martin