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:	**November 4, 2004**
Date of Earliest Event Reported:	**October 29, 2004**

OFFICEMAX INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	**1-5057**	**82-0100960**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

150 Pierce Road	
Itasca, Illinois	**60143**
(Address of principal executive offices)	(Zip Code)

(630) 773-5000
(Registrant's telephone number, including area code)

Not Applicable
(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:

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

Paper Sales Agreement

On October 29, 2004, we completed the sale of our paper, forest products, and timberland assets to affiliates of Boise Cascade, L.L.C. ("Boise"). As part of this transaction, we entered into a twelve-year paper supply contract with Boise. During the first eight years of the contract, we are required to purchase virtually all of our North American requirements for office papers from Boise to the extent they choose to produce such papers. The contract provides for a gradual reduction of our purchase requirements in years nine through twelve. Pricing under the contract approximates market levels. The contract also requires us to purchase from Boise paper products manufactured by third parties that Boise currently distributes to us, for so long as Boise chooses to distribute those products. We expect our purchases of office papers from Boise to exceed 700,000 tons in 2004.

Additional Consideration Agreement

On October 29, 2004, we completed the sale of our paper, forest products, and timberland assets to affiliates of Boise Cascade, L.L.C. ("Boise"). As part of this transaction, we entered into an Additional Consideration Agreement with Boise. Pursuant to this agreement, the proceeds from the sale of our forest products assets may be adjusted upward or downward based on paper sales prices during the six years following the closing date of the transaction. During the six year term of the agreement, we may be required to make substantial cash payments to, or receive substantial cash payments from Boise.

The agreement provides that we will pay Boise $710,000 for each dollar by which the average market price per ton of cut-size paper is less than $800 per ton (as measured over the twelve-month period ending on each anniversary of the closing date). Similarly, Boise will pay us $710,000 for each dollar by which the average market price per ton of cut-size paper is more than $920 per ton (as measured over the same period). Neither party will be obligated to make payment under the agreement in excess of $45 million in any one year. Payments are also subject to an aggregate maximum cap of $125 million. That cap declines to $115 million in the fifth year and $105 million in the sixth year. In each case, the aggregate maximum cap is calculated on a net basis.

Timberlands Promissory Notes and Guaranties

At the closing of our sale of our Forest Products operations to Forest Products Holdings, L.L.C., we received as consideration for the transfer of our timberlands $15,000,000 in cash and three promissory notes, guaranteed by major financial institutions. All three notes provided for semi-annual payments of interest and a single payment of principal on the 15th anniversary of the date of the note. The notes were guaranteed by Wachovia Corporation or by Lehman Brothers Holdings, Inc. The first note is in the

amount of $559,500,000, is payable to Boise Cascade Corporation, earns interest at the rate of 4.982 percent per annum, and is guaranteed by Wachovia Corporation; The second note is in the amount of $258,000,000, is payable to our wholly owned subsidiary, Boise Southern Company, earns interest at the rate of 4.982 percent per annum, and is guaranteed by Wachovia Corporation; The third note is in the amount of $817,500,000, is payable to Boise Cascade Corporation, earns interest at the rate of 5.112 percent per annum, and is guaranteed by Lehman Brothers Holdings, Inc. The guaranties of Wachovia Corporation and Lehman Brothers Holdings, Inc., are absolute and unconditional guarantees of the principal and interest on the note guaranteed to a limit of the face value of the note or notes guaranteed plus 240 days of interest at the rate specified in the notes guaranteed.

Registration Rights Agreements

On October 29, 2004, we completed the sale of our paper, forest products, and timberland assets to affiliates of Boise Cascade, L.L.C. (“Boise”). In connection with this transaction, we entered into registration rights agreements with Boise with respect to our ownership of equity interests in Boise Cascade Holdings, L.L.C. and Boise Land & Timber Holdings Corp., both affiliates of Boise. Pursuant to these agreements, we will have rights to demand public registration of our interests in these entities after the earlier of an initial public offering by Boise Cascade Holdings, L.L.C. or Boise Land & Timber Holdings Corp, as applicable, and the fifth anniversary of the closing of the sales transaction. Under these rights agreements, we may demand (a) two long-form registrations where Boise pays all expenses, other than underwriting fees and expenses, (b) unlimited short-form registrations in which Boise pays all expenses, other than underwriting fees and expenses, and (c) five long-form registrations in which we pay all expenses. We will be entitled to ratably participate in registrations by Boise. Under these agreements, we also agree not to effect any public sale of shares during the seven days before and 180 days after an underwritten public offering.

Stockholder Agreements

On October 29, 2004, we completed the sale of our paper, forest products, and timberland assets to affiliates of Boise Cascade, L.L.C. (“Boise”). As part of this transaction, we have invested a total of $175 million in affiliates of Boise. The terms of this investment are based on a limited liability company agreement and security holders agreement with respect to our investment in Boise Cascade Holdings, L.L.C. (“Boise Holdings”) and a stockholder agreement with respect to our investment in Boise Land & Timber Holdings Corp. (“Timber Holdings”) (together, the “stockholders agreements”).

The stockholders agreements specify that we will have the right to appoint one director on the board of Boise Holdings and one director on the board of Timber Holdings. In addition to the board member we appoint, Boise will appoint four additional directors and the chief executive officer of each entity will also serve as a director.

In general, transfers of our equity interests in these entities will require Boise’s prior consent. The agreements grant us “tag-along” rights, which entitle us to participate in sales to third parties by Boise of its equity interests. In addition, the agreements grant us “drag-along” rights, which entitle us to require the other equity holders to participate in sales of all or substantially all of the equity interests in Boise Holdings and Timber Holdings. If Boise Holdings or Timber Holdings propose to issue additional equity securities, they will generally be required to offer us a pro rata portion of the securities issued in such a transaction.

Employment Agreement with Gary J. Peterson

On December 10, 2003, and in connection with the merger of Boise Cascade Corporation and OfficeMax, Inc., we entered into an Employment Agreement with Gary J. Peterson, the President of our Retail operations. The agreement is for a term of 36 months.

During the term of the agreement, we will pay Mr. Peterson a base salary of no less than $675,000 per year. He is also eligible for annual and long-term incentives, payable from time to time. The company has also agreed to pay Mr. Peterson a retention incentive of $2,500,000 in the form of a lump-sum cash payment at the end of the applicable 12, 24, and 36 month period of the three year term as follows: 12 months = $500,000; 24 months = $500,000; and 36 months = $1,500,000.

If during the first 24 months of the agreement, Mr. Peterson’s employment is terminated and such termination is deemed a “qualifying termination,” then in exchange for a general release, Mr. Peterson is due the following benefits: (a) a lump-sum payment of $3,300,000 (minus previously paid and due but unpaid retention incentive payments); (b) a pro rata portion of any payments due under any Bonus Programs; and (c) $10,000 for tax and financial planning services. If Mr. Peterson’s employment is terminated in a Qualifying Termination after the 24th month, but before the end of the 27th month of the agreement, in exchange for a general release, Mr. Peterson is due the following benefits: (a) a lump sum payment of $1,100,000; and (b) any payments due under any Bonus Program, plus a pro rata amount under any Bonus Program. If Mr. Peterson’s employment is terminated in a Qualifying Termination after the 27th month, but before the end of the three year term of the Agreement, then in exchange for a general release, Mr. Peterson is due: (a) severance in accordance with the company’s policy; (b) a pro rata portion of any unpaid retention incentive; and (c) any payments due under any Bonus Program, plus a pro rata amount under any Bonus Program.

If Mr. Peterson’s employment is terminated in a Qualifying Termination during the first 24 months of the agreement, Mr. Peterson will continue to be eligible to participate in the company’s healthcare programs, assuming he makes all required premium payments. Mr. Peterson will also be eligible to participate in the company’s other life, disability and accident insurance plans.

If any payments or benefits paid to Mr. Peterson under this agreement are deemed to be parachute payments pursuant to the Internal Revenue Code, and if Mr. Peterson is subject to excise tax under the Internal Revenue Code, the company has agreed that Mr. Peterson will be entitled to receive an additional gross up payment to place Mr. Peterson in the same position he otherwise would have been had the excise tax not been payable, subject to certain limitations.

Mr. Peterson has agreed to a one year noncompete covenant such that he will not compete in the office products retail business and/or the sale or distribution of office supplies, paper, office furniture, computer consumables or related office products or services in all of the geographic areas in which the company does business as of the date of his termination or resignation.

Employment Agreement with Phillip P. DePaul

On December 10, 2003, and in connection with the merger of Boise Cascade Corporation and OfficeMax, Inc., we entered into an Employment Agreement with Phillip P. DePaul, Senior Vice President, Planning and Control. The agreement is for a term of 36 months.

During the term of the agreement, we will pay Mr. DePaul a base salary of no less than $275,000 per year. He is also eligible for annual and long-term incentives, payable from time to time. The company has also agreed to pay Mr. DePaul a retention incentive of $195,000 in the form of a lump-sum cash payment at the end of the applicable 12, 24, and 36 month period of the three year term as follows: 12 months = $39,000; 24 months = $39,000; and 36 months = $117,000.

If during the first 24 months of the agreement, Mr. DePaul's employment is terminated and such termination is deemed a "qualifying termination," then in exchange for a general release, Mr. DePaul is due the following benefits: (a) a lump-sum payment of $445,000; (b) payment under any Bonus Program if any is due in accordance with the plan; and (c) $10,000 for tax and financial planning services. If Mr. DePaul's employment is terminated in for any reason other than Cause or Disability, or due to his death, after the 24th month, but before the end of the three year term of the Agreement, then in exchange for a general release, Mr. DePaul is due: (a) severance equal to one year's salary at his then current rate; (b) payment under any Bonus Program if any is due in accordance with the terms of the plan.

If Mr. DePaul's employment is terminated in a Qualifying Termination during the first 24 months of the agreement, Mr. DePaul will continue to be eligible to participate in the company's healthcare programs, assuming he makes all required premium payments. Mr. DePaul will also be eligible to participate in the company's other life, disability and accident insurance plans.

If any payments or benefits paid to Mr. DePaul under this agreement are deemed to be parachute payments pursuant to the Internal Revenue Code, and if Mr. DePaul is

subject to excise tax under the Internal Revenue Code, the company has agreed that Mr. DePaul will be entitled to receive an additional gross up payment to place Mr. DePaul in the same position he otherwise would have been had the excise tax not been payable, subject to certain limitations.

Mr. DePaul has agreed to a one year noncompete covenant such that he will not compete in the office products retail business and/or the sale or distribution of office supplies, paper, office furniture, computer consumables or related office products or services in all of the geographic areas in which the company does business as of the date of his termination or resignation.

Employment Agreement with George J. Harad

On October 29, 2004, we entered into an Employment Agreement with George J. Harad, the executive chair of our board of directors. Mr. Harad previously served as chairman of our board of directors, chief executive officer, and president. The Agreement secures Mr. Harad's service as executive chair of OfficeMax through June 30, 2005 (the "Separation Date").

During the term of the agreement, we will continue to pay Mr. Harad his salary at an annual rate of $1.1 million. Within ten days of the Separation Date, we will pay him a bonus of $1.32 million. This bonus payment is in lieu of Mr. Harad's participation in any other of the company's 2005 incentive programs. As a retention payment for continuing to serve the company during this period, we will also pay Mr. Harad a retention bonus of $1.5 million. At the time of his separation from service, Mr. Harad will be paid severance equal to three years of his annual salary ($1.1 million) and target bonus ($1.32 million).

For three years following the Separation Date, Mr. Harad will continue to be eligible to participate in the company's healthcare programs, assuming he makes all required premium payments. Mr. Harad will also be eligible to participate in the company's other life, disability and accident insurance plans and will receive a financial counseling allowance of $5,000 per year for three years.

For purposes of Mr. Harad's pension benefit, he will be deemed to have accrued three additional years of service in addition to any service accrued through June 30, 2005. He will also be deemed to have earned compensation for each year of the three additional years of service equal to his annual salary of $1.1 million and target bonus of $1.32 million.

We have also agreed to reimburse Mr. Harad, following the Separation Date, for office space and secretarial assistance in an amount not to exceed $80,000 per year. Mr. Harad will have access to the company's corporate planes for business purposes.

If any payments or benefits paid to Mr. Harad under this agreement are deemed to be parachute payments pursuant to the Internal Revenue Code, and if Mr. Harad is subject to excise tax under the Internal Revenue Code, the company has agreed that Mr. Harad will be entitled to receive an additional gross up payment to place Mr. Harad in the same position he otherwise would have been had the excise tax not been payable.

Effective upon completion of the sale of the company's forest products businesses to affiliates of Madison Dearborn Partners, the Executive Compensation Committee of the Board of Directors determined that Mr. Harad had satisfied the performance requirements set forth in his October 17, 2003, restricted stock award. That award, and the award granted to Mr. Harad on July 31, 2003, remain subject to time vesting requirements and other performance vesting requirements under the terms of those grants.

Mr. Harad has agreed to a covenant not to compete in the office products distribution and/or office products retail businesses in any geographic area in which the company does business today for a three year period following the Separation Date. If Mr. Harad violates the covenant, he will be obligated to repay a portion of his severance payments which correspond to the number of full months remaining in the noncompete period at the time the breach occurred. Mr. Harad also agreed that he will not directly or indirectly solicit or attempt to solicit any managerial level employee of the company to leave employment to accept employment with, or render services to, any other company.

The company's indemnification and defense obligations to Mr. Harad will continue for a period of six years following the Separation Date.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On October 29, 2004, we completed the sale of our paper, forest products, and timberland assets for approximately \$3.7 billion to affiliates of Boise Cascade, L.L.C., a new company formed by Madison Dearborn Partners LLC. We expect to realize net cash proceeds of approximately \$3.2 billion from the sale, after allowing for our \$175 million reinvestment in Boise Cascade, L.L.C., and its affiliates and transaction-related settlements. The consideration for the timberlands portion of the transaction included \$1.635 billion of timber installment notes and \$15 million in cash. We expect to monetize the timber installment notes before year-end for proceeds of approximately \$1.47 billion, which is included in the \$3.2 billion of total net transaction proceeds.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement.

Our Additional Consideration Agreement disclosure set forth under "Item 1.01 Entry into a Definitive Material Agreement" is hereby incorporated by reference into this Item 2.03.

Item 3.03 Material Modifications to Rights of Security Holders.

On October 29, 2004, we entered into a Sixth Supplemental Indenture with U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee. The Sixth Supplemental Indenture amends an Indenture dated October 1, 1985, as previously amended and supplemented, pursuant to which we issued our 6.50% Senior Notes due 2010 in a principal amount of \$300,000,000 (the "Senior Notes").

Pursuant to our Offer to Purchase and Consent Solicitation dated October 5, 2004, we commenced a tender offer for our Senior Notes and for some of our other outstanding debt securities. As part of this Offer, we also solicited consents from the holders of our Senior Notes to amend the Indenture. We have determined that the holders of at least 66 2/3% in aggregate principal amount of the Senior Notes have duly consented to the amendments. The Sixth Supplemental Indenture amends the Indenture to eliminate substantially all of the restrictive covenants, certain events of default, and related provisions contained in the Senior Notes.

This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Sixth Supplemental Indenture, included as Exhibit 4.1 to this filing. Exhibit 4.1 is incorporated by reference into this Item 3.03.

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

Effective October 29, 2004, Richard Goodmanson resigned as a director of the company due to prospective scheduling conflicts that would limit his ability to attend board and committee meetings.

Effective October 29, 2004, the following principal officers resigned from their positions in connection with the company's sale of its forest products assets to affiliates of Madison Dearborn Partners:

George J. Harad, resigned as President and Chief Executive Officer.

Thomas E. Carlile, resigned as Vice President, Control, Procurement, and Information Services. Mr. Carlile served as the company's principal accounting officer.

Effective October 29, 2004, the following individuals became principal officers of OfficeMax Incorporated:

Christopher C. Milliken, age 59, was elected President and Chief Executive Officer. Mr. Milliken joined the company in 1977 and was first elected an officer of the company on February 3, 1995. Mr. Milliken had served as senior vice president, Boise Office Solutions, since 1997. Mr. Milliken is neither related to any other director or executive officer of the company nor does he have relationships or transactions with the company outside the context of his employment.

Gary J. Peterson, age 53, was elected President-Retail. Mr. Peterson joined the company in December 2003 in connection with the company's merger with OfficeMax, Inc. Since 2000, Mr. Peterson had served as the president and chief operating officer of OfficeMax, Inc., where he was responsible for all day-to-day operations of OfficeMax's retail, commercial, and catalog businesses. Following the acquisition of OfficeMax, Inc. by Boise Cascade Corporation in 2003, Mr. Peterson was named president of Boise Office Solutions' retail operations. From 1996 to 2000, Mr. Peterson served as chief operating officer of Blockbuster Entertainment. Mr. Peterson is neither related to any other director or executive officer of the company nor does he have relationships or transactions with the company outside the context of his employment. Mr. Peterson entered into an employment agreement with the company in connection with the transition of this employment from OfficeMax, Inc. to Boise Cascade Corporation in 2003 following the merger of those two companies. The agreement is set forth under "Item 1.01 Entry into a Material Definitive Agreement" and is hereby incorporated by reference into this Item 5.02.

Michael D. Rowsey, age 52, was elected President-Contract. Mr. Rowsey began his career with the company in 1979 as a sales trainee. Since that time, he has held several positions with the company. From 2000 to 2001, he served as division vice president of logistics. In 2001, he was promoted to division senior vice president for logistics and strategic planning. Most recently, Mr. Rowsey was senior vice president, Boise Office Solutions, and general manager of Boise's contract office products business. From 1995 until 1999, Mr. Rowsey was the executive vice president and a director of United Stationers Corp. Mr. Rowsey is neither related to any other director or executive officer of the company nor does he have relationships or transactions with the company outside the context of his employment.

Phillip P. DePaul, age 34, was elected Senior Vice President, Controller. Mr. DePaul will serve as the company's principal accounting officer. Mr. DePaul joined the company in December 2003 in connection with the company's merger with OfficeMax, Inc. Since 2000, Mr. DePaul served as vice president and controller of OfficeMax, Inc. Prior to that time, he had served as the director of financial planning of OfficeMax, Inc., from 1998 to 2000. Mr. DePaul is neither related to any other director or executive officer of the company nor does he have relationships or transactions with the company outside the context of his employment. Mr. DePaul entered into an employment agreement with the company in connection with the transition of this employment from OfficeMax, Inc. to Boise Cascade Corporation in 2003 following the merger of those two companies. The agreement is set forth under "Item 1.01 Entry into a Material Definitive Agreement" and is hereby incorporated by reference into this Item 5.02.

Effective October 29, 2004, Christopher C. Milliken was also elected to the company's board of directors. Mr. Milliken is not related to any other director or executive officer of the company. Because Mr. Milliken is an employee of the company, he does not meet the independence criteria established by our board of directors. As such, Mr. Milliken will not serve on any of our board committees.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 29, 2004, our Board of Directors authorized a merger between Boise Cascade Corporation and Hunter Creek, Inc., a wholly owned subsidiary of Boise Cascade Corporation. Boise Cascade Corporation was the survivor of this merger. Pursuant to Section 253 of the General Corporation Law of Delaware, the board resolved that Boise Cascade Corporation relinquish its corporate name and assume in place thereof the name OfficeMax Incorporated. In accordance with such resolution, Article First of the Restated Certificate of the Corporation has been amended to read as follows:

FIRST: The name of this corporation is OfficeMax Incorporated.

On October 29, 2004, our Board of Directors also approved amendments to our company's by-laws regarding the election of corporate officers. The amendments clarify the officers to be elected by the board and remove the former requirement that the chairman of the board or president to be designated as chief executive officer. Sections 28, 29, and 30 of the Bylaws of the Corporation have been amended to read:

Section 28. The board of directors shall elect any officers required by the laws of the state of incorporation and, in addition, shall elect the chairman of the board, chief executive officer, chief financial officer, secretary, treasurer, any presidents, executive vice presidents, and senior vice presidents, as it may determine are appropriate. The same person may hold two or more offices.

Section 29. Each elected officer shall hold office until the officer's successor is elected and is qualified or until the officer's earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation.

Section 30. Management may appoint such other officers as it so determines. Such appointees shall hold their offices for such terms and shall perform such duties as management may prescribe.

In addition, the Board also allowed for ministerial changes to the bylaws to accommodate the change in the company's name to OfficeMax Incorporated.

Item 5.05 Amendments to Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On November 1, 2004, the company revised its Code of Ethics to reflect the change in its name from Boise Cascade Corporation to OfficeMax Incorporated and to make other ministerial changes to reflect the company's change in principal business. The revised Code of Ethics is located under the Investor Information section of the company's website at www.officemax.com.

Item 7.01 Regulation FD Disclosure.

On October 29, 2004, the company announced that it had completed the sale of its paper, forest products, and timberland assets for approximately $3.7 billion to affiliates of Boise Cascade, L.L.C., a new company formed by Madison Dearborn Partners LLC. Following the closing, these assets will operate as a new, privately held company operating under the tradename Boise.

Following the closing, Boise Cascade Corporation changed its company name to OfficeMax Incorporated and will continue to operate its office products distribution business as its principal business under the tradename OfficeMax. OfficeMax will trade on the New York Stock Exchange under the ticker symbol OMX.

The description above is not complete. For further information, please refer to the company's news release announcing the closing of this transaction. This release is furnished with this Form 8-K as Exhibit 99.1.

Item 9.01 **Financial Statements and Exhibits.**

(b) Pro Forma Financial Information.

- Unaudited Pro Forma Condensed Balance Sheet as of June 30, 2004
- Unaudited Pro Forma Condensed Statement of Income (Loss) for the year ended December 31, 2003
- Unaudited Pro Forma Condensed Statement of Income (Loss) for the six months ended June 30, 2004
- Notes to Unaudited Pro Forma Condensed Financial Statements

(c) Exhibits.

Exhibit 4.1	Sixth Supplemental Indenture, made as of October 29, 2004, between OfficeMax Incorporated (formerly known as Boise Cascade Corporation) and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee, under the Indenture, dated October 1, 1985, as previously amended and supplemented

Exhibit 99.1	Boise Cascade Corporation News Release dated October 29, 2004
Exhibit 99.2	• Unaudited Pro Forma Condensed Balance Sheet as of June 30, 2004 • Unaudited Pro Forma Condensed Statement of Income (Loss) for the year ended December 31, 2004 • Unaudited Pro Forma Condensed Statement of Income (Loss) for the six months ended June 30, 2004 • Notes to Unaudited Pro Forma Condensed Financial Statements

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.

BOISE CASCADE CORPORATION

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

Date: November 4, 2004

EXHIBIT INDEX

Number	Description
4.1	Sixth Supplemental Indenture, made as of October 29, 2004, between OfficeMax Incorporated (formerly known as Boise Cascade Corporation) and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee, under the Indenture, dated October 1, 1985, as previously amended and supplemented
99.1	Boise Cascade Corporation News Release dated October 29, 2004
99.2	• Unaudited Pro Forma Condensed Balance Sheet as of June 30, 2004 • Unaudited Pro Forma Condensed Statement of Income (Loss) for the year ended December 31, 2003 • Unaudited Pro Forma Condensed Statement of Income (Loss) for the six months ended June 30, 2004 • Notes to Unaudited Pro Forma Condensed Financial Statements

EXHIBIT 4.1

Sixth Supplemental Indenture

THIS SIXTH SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”) is made as of October 29, 2004, between Boise Cascade Corporation, a Delaware corporation (the “Company”), and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the “Trustee”). Any term used but not defined herein shall have the corresponding meaning given to it in the Indenture (as defined below).

Recitals of the Company

The Company and the Trustee have heretofore executed and delivered an Indenture dated as of October 1, 1985, as amended or supplemented (the “Indenture”), pursuant to which the Company has heretofore issued its 6.50% Senior Notes due 2010, in the aggregate principal amount of $300,000,000 and 7.00% Senior Notes due 2013, in the aggregate principal amount of $200,000,000 (collectively, the “Senior Notes” and each a “series” of Senior Notes). The Company desires to amend or eliminate certain provisions of the Indenture as hereinafter set forth.

Pursuant to its Offer to Purchase and Consent Solicitation, dated October 5, 2004 (the “Offer to Purchase”), the Company commenced a tender offer (as amended from time to time, the “Tender Offer”) for aggregate consideration up to $800,000,000 for its outstanding Senior Notes and for certain amounts of other Company securities and a solicitation of consents (as amended from time to time, the “Solicitation”) from the holders of the Senior Notes to certain amendments to the Indenture (the “Proposed Amendments”).

Section 902 of the Indenture provides, with certain exceptions, that the Company and the Trustee may amend or supplement the Indenture with the consent of the holders of not less than $66^2/_3$% in aggregate principal amount of each series of Senior Notes then outstanding.

The Company has determined that, with the consent of the holders of at least $66^2/_3$% in aggregate principal amount of each series of Senior Notes outstanding, the amendments set forth in Article I hereof are authorized or permitted by Section 902 of the Indenture. In furtherance thereof, the Company has delivered to the Trustee an Opinion of Counsel to that effect and an Opinion of Counsel and an Officers’ Certificate pursuant to Section 102 of the Indenture to the effect that all conditions precedent provided for in the Indenture to the Trustee’s execution and delivery of this Sixth Supplemental Indenture have been complied with.

Pursuant to the Tender Offer and Solicitation, the holders of at least $66^2/_3$% in aggregate principal amount of the 6.50% Senior Notes due 2010 (the “6.50% Senior Notes”) then outstanding have duly consented to the Proposed Amendments, as such Proposed Amendments are described in the Offer to Purchase.

All acts and things necessary to amend the Indenture and to make this Sixth Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, have been done.

NOW, THEREFORE, the Company hereby covenants and agrees with the Trustee as follows:

ARTICLE I

AMENDMENTS

SECTION 1.01. Modification of Covenants and Exhibits.

(a) Solely with respect to the 6.50% Senior Notes, each of the following sections of and exhibits to the Fourth Supplemental Indenture dated as of October 21, 2003 is hereby deleted in its entirety and replaced with “Intentionally Omitted”:

Section 4.1	Applicability of Covenants
Section 4.2	Repurchase at the Option of Holders Upon Change of Control
Section 4.3	Repurchase at the Option of Holders Upon Asset Sales
Section 4.4	Restricted Payments
Section 4.5	Incurrence of Indebtedness and Issuance of Preferred Stock
Section 4.6	Liens
Section 4.7	Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries
Section 4.8	Merger, Consolidation or Sale of Assets
Section 4.9	Transactions with Affiliates
Section 4.10	Designation of Restricted and Unrestricted Subsidiaries
Section 4.11	Sale and Leaseback Transaction
Section 4.12	Business Activities
Section 4.13	Payments for Consent
Section 4.14	Reports
Section 5.1	Applicability of Events of Default
Section 5.2	Events of Default
Section 5.3	Acceleration of Maturity; Remedies
Exhibit A	Definitions

(b) Solely, with respect to the 6.50% Senior Notes, the first paragraph of Section 3.3 of the Fourth Supplemental Indenture dated as of October 21, 2003 is hereby deleted in its entirety and replaced with the following:

"Section 3.3 Notice of Redemption. At least 30 days but not more than 60 days before a redemption date, the Company will mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture pursuant to Article IV of the Indenture."

(c) With respect to the 6.50% Senior Notes, the provisions of Sections 501, 801, 1004, 1005 and 1008 and the provisions of the first two paragraphs of Section 502 of the Indenture apply to such Senior Notes.

ARTICLE II

EFFECTIVE TIME

SECTION 2.01. Effective Time of Amendments to Indenture.

The amendments to the Indenture set forth in Article I of this Sixth Supplemental Indenture shall only become effective upon the execution and delivery of this Sixth Supplemental Indenture by the Company and the Trustee; provided, however, the Company will continue to comply with and be subject to the provisions of the Indenture deleted or modified by Article I of this Sixth Supplemental Indenture with respect to the 6.50% Senior Notes (as such provisions exist in the Indenture prior to the effectiveness of this Sixth Supplemental Indenture) until the deposit for payment for the 6.50% Senior Notes with Wells Fargo Shareowner Services, as Depositary, in accordance with the terms of the Tender Offer and the Solicitation; provided, further, that the provisions of Article I of this Sixth Supplemental Indenture shall automatically become null and void if (a) consents of holders of 6.50% Senior Notes are validly withdrawn (and not validly retendered) at or prior to the Withdrawal Date and cause the principal amount of an issue of Senior Notes consenting to the proposed amendments to be less than $66^2/_3$% in aggregate principal amount of such issue, (b) validly tendered 6.50% Senior Notes are not purchased pursuant to the Tender Offer or (c) the Tender Offer is terminated or withdrawn with respect to the 6.50% Senior Notes.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Execution as Supplemental Indenture.

This Sixth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Indenture and, as provided in the Indenture, this Sixth Supplemental Indenture shall form a part of the Indenture. Except as herein expressly otherwise defined, the terms used herein shall have the same meaning as provided in the Indenture.

Except as specifically amended above, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 3.02. Responsibility for Recitals.

The recitals herein shall be taken as statements of the Company, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 3.03. Successors and Assigns.

All the covenants and agreements in this Sixth Supplemental Indenture by the Company shall bind its successors and assigns whether so expressed or not.

SECTION 3.04. Conflicts.

In the event of a conflict between the terms and conditions of the Indenture and the terms and conditions of this Sixth Supplemental Indenture, the terms and conditions of this Sixth Supplemental Indenture shall prevail.

SECTION 3.05. Counterparts.

This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed as of the date first above written.

BOISE CASCADE CORPORATION

By: /s/ Karen E. Gowland
Name: Karen E. Gowland
Title: Vice President and Corporate Secretary

U.S. BANK TRUST NATIONAL ASSOCIATION
as Trustee

By: /s/ Ignazio Tamburello
Name: Ignazio Tamburello
Title: Assistant Vice President

EXHIBIT 99.1

Boise Cascade Corporation
Corporate Communications Department
1111 West Jefferson Street PO Box 50 Boise, ID 83728
T 208 384 7990 F 208 384 7224

News Release

Media Contact
Ralph Poore
Office 208 384 7294 Home 208 331 2023

Investor Contact
Vincent Hannity
Office 208 384 6390

For Immediate Release: October 29, 2004

BOISE CASCADE CORPORATION COMPLETES SALE OF PAPER, BUILDING PRODUCTS, AND TIMBERLAND ASSETS

* * *

BOISE CASCADE CORPORATION BECOMES OFFICEMAX INCORPORATED, FOCUSES ON ITS OFFICE PRODUCTS DISTRIBUTION BUSINESS

BOISE, Idaho – Boise Cascade Corporation (NYSE:BCC) announced today that it has completed the sale of its paper, forest products, and timberland assets for approximately $3.7 billion to affiliates of Boise Cascade, LLC, a new company formed by Madison Dearborn Partners LLC.

Effective November 1, 2004, Boise Cascade Corporation will change its company name to OfficeMax Incorporated. It will continue to operate its office products distribution business as its principal business. OfficeMax will trade on the New York Stock Exchange under the ticker symbol OMX, and its corporate headquarters will be in Itasca, Illinois. The new OfficeMax website address is www.officemax.com.

“This transaction completes Boise’s transformation, begun in the mid-1990s, from a predominantly manufacturing-based company to a world-scale distribution company,” said George J. Harad, executive chairman of OfficeMax. “It establishes OfficeMax as a strong, independent company in the office products distribution business.” Harad previously served as chairman and chief executive officer of the company under its prior name.

- more -

Chris Milliken, president, chief executive officer, and a director of OfficeMax, said, “OfficeMax will strive to be the leading provider of office products and services through a relentless focus on our customers. We will succeed by providing our customers with an unparalleled customer experience — in service, in product, in time savings, and in value.”

The total value of the transaction is approximately $3.7 billion. OfficeMax will initially realize approximately $2.0 billion in cash and timberland installment notes of $1.65 billion. We expect to monetize approximately 90% of the timberland notes over the 45 to 60 days following the sale. After allowing for our $175 million investment in Boise Cascade, LLC, and its affiliates and transaction-related settlements, net cash proceeds should total approximately $3.2 billion.

Through debt repurchases and retirements, OfficeMax is expected to reduce its balance sheet debt to between $250 million and $300 million over the coming months. As of November 1, 2004, the company will have repaid $588 million of bank debt. The company expects to repurchase approximately $1 billion of its public debt securities when it completes its current debt tender offer, which is currently set to expire on November 5, 2004. After the planned monetization of the timberland installment notes, the company expects to make further reductions in its debt.

The company expects ultimately to return $800 million to $1 billion of the overall transaction proceeds to shareholders through common and/or preferred stock buybacks, cash dividends, or a combination. As part of this equity return, the company will redeem $115 million of its Series D (ESOP) preferred stock by November 1, 2004. On December 16, OfficeMax will issue common stock to redeem its mandatorily convertible preferred securities (NYSE:BEP). Following that settlement, the company will announce its plans for further returning equity to shareholders.

Shareholders will retain the same interest in OfficeMax that they had in the former Boise Cascade Corporation. No new stock certificates are required, but if shareholders wish, they may exchange certificates by contacting OfficeMax Shareholder Services at (208) 384-7056.

Assets Sold to Boise Cascade, LLC

The privately held Boise Cascade, LLC, with headquarters in Boise, Idaho, will continue to operate Boise Cascade Corporation’s former paper, forest products, and timberland assets.

W. Thomas Stephens is the newly named chief executive officer of Boise Cascade, LLC. Stephens is the former president and chief executive officer of MacMillan Bloedel Ltd. and the former chairman, chief executive officer, and president of Manville Corporation.

Included in the sale to Boise Cascade, LLC, are the Boise Cascade Corporation headquarters building in Boise, Idaho, and substantially all of the assets of:

Boise Building Solutions, a major producer of plywood, lumber, particleboard, and engineered wood products (laminated veneer lumber, wood I-joists, and laminated beams). Most of Boise's production is sold to independent wholesalers and dealers and through its own wholesale building materials distribution outlets. Boise manufactures wood products at 22 facilities in the United States, Canada, and Brazil. Boise's 27 wholesale building materials distribution facilities in the United States sell a wide range of building materials to retail lumber dealers, home centers specializing in the do-it-yourself market, and industrial customers. Boise Building Solutions posted sales of $3.0 billion in the first nine months of 2004.

Boise Paper Solutions, a manufacturer of uncoated free sheet papers — office papers, printing papers, forms bond, envelope papers, and value-added papers. Boise also produces containerboard and corrugated containers, newsprint, and market pulp. The division operates five pulp and paper mills, two paper converting facilities, six paper distribution centers, and five corrugated container plants in the United States. Boise Paper Solutions recorded sales of $1.5 billion in the first nine months of 2004.

Timberlands. Boise owns or controls approximately 2.3 million acres of timberland in the United States, 35,000 acres of eucalyptus plantation land in Brazil, and a 16,000-acre cottonwood fiber farm near Wallula, Washington.

Boise Cascade, LLC, will continue to operate these paper, forest products, and timberland assets from its headquarters in Boise, Idaho, and virtually all current employees and supporting corporate staff will be offered employment by Boise Cascade, LLC.

About OfficeMax

OfficeMax is a leader in both business-to-business and retail office products distribution. OfficeMax delivers an unparalleled customer experience — in service, in product, in time savings, and in value — through a relentless focus on its customers. The company provides office supplies and paper, technology products and solutions, and furniture to large, medium, and small businesses and consumers. OfficeMax

customers are served by more than 40,000 associates through direct sales, catalogs, the Internet, and more than 900 superstores. The business had sales of $6.6 billion in the first nine months of 2004.

Webcast and Conference Call

OfficeMax will host an audiovisual webcast and conference call on November 1, 2004, at 10:30 a.m. Eastern Time, at which we will discuss the details of the close of this transaction. Slides will be posted on our website at 10:20 a.m. You can join the webcast through the OfficeMax website. Go to www.officemax.com, and click on Investor Relations to find the link to the webcast. Please go to the website at least 15 minutes before the start of the webcast to register and to download and install any necessary audio software. To join the conference call, dial (800) 374-0165 — international callers should dial (706) 634-0995 — at least 10 minutes before the start of the call. The archived webcast will be available on the Presentations page of the Investor Relations section of OfficeMax's website.

Press kit materials, including a press release, fact sheets, executive bios, photographs, and other items on Boise Cascade, LLC, and OfficeMax, are available on the Internet at www.bc.com/media.htm and at www.officemax.mediaroom.com.

Forward-Looking Statements

This press release contains forward-looking statements about Boise's sale of assets to affiliates of Madison Dearborn Partners, the repayment of debt, and the return of proceeds to shareholders. These forward-looking statements are subject to a number of risks and uncertainties that could cause the outcome of these events to differ materially from our expectations today. Our plans for the use of the transaction proceeds, debt repayment, and return of proceeds to shareholders may change based on intervening or unexpected events, changes in our debt structure, or unanticipated cash requirements. There are also risks and uncertainties associated with the future financial performance of OfficeMax. The success of the company going forward will depend, among other things, on its future debt structure, the effect of management changes, and management's continued efforts to integrate the retail and contract businesses while minimizing the disruption to customers, employees, and other stakeholders. There are additional factors that could cause results to differ materially from those described in the forward-looking statements found in this release. You can read about those factors in the reports filed by OfficeMax (previously filed as Boise Cascade Corporation) with the Securities and Exchange Commission and available at the Securities

and Exchange Commission's Internet site (http://www.sec.gov). OfficeMax undertakes no obligation to update or revise any forward-looking information, whether as a result of new information, future developments, or otherwise.

Unaudited Pro Forma Condensed Financial Information

Effective November 1, 2004, Boise Cascade Corporation ("Boise") changed its company name to OfficeMax Incorporated ("OfficeMax" or "we"). We will continue to operate the office products distribution business as our principal business. We now trade on the New York Stock Exchange under the ticker symbol OMX, and our corporate headquarters is in Itasca, Illinois. References made to the OfficeMax, Inc. acquisition refer to Boise's acquisition of OfficeMax, Inc. in December 2003.

The unaudited pro forma condensed financial information shown below is based on audited and unaudited historical financial statements of Boise, now OfficeMax. The unaudited pro forma condensed financial information presented reflects the estimated pro forma effects of two significant transactions: (1) the acquisition of OfficeMax, Inc. on December 9, 2003, and (2) the sale of essentially all of our forest products operations on October 29, 2004 ("forest products disposition"). We sold our paper, forest products, and timberland assets for approximately $3.7 billion to affiliates of Boise Cascade L.L.C., a new company formed by Madison Dearborn LLC. Some assets, such as a wood-plastic composite siding facility that is going through start-up, and company owned life insurance, are being retained by OfficeMax, as are some liabilities associated with retiree pension and benefits, environmental remediation at selected sites, and facilities previously closed.

Three unaudited pro forma condensed financial statements are included herein, as follows:

- An unaudited pro forma condensed balance sheet, as of June 30, 2004, giving effect to the forest products disposition as if it occurred on June 30, 2004.
- An unaudited pro forma condensed income statement for the year ended December 31, 2003, giving effect to both transactions as if they had occurred on January 1, 2003.
- An unaudited pro forma condensed income statement for the six months ended June 30, 2004, giving effect to the forest products disposition as if it had occurred on January 1, 2003. The OfficeMax, Inc. acquisition took place on December 9, 2003; its results after December 9, 2003, are included in Boise's historical statements of income (loss) for the year ended December 31, 2003, and the six months ended June 30, 2004.

The three unaudited pro forma condensed financial statements include specific assumptions and adjustments related to the forest products disposition. These pro forma adjustments have been made to illustrate the anticipated financial effect of the sale. The adjustments are based upon available information and assumptions that we believe are reasonable as of the date of this filing. However, actual adjustments may differ materially from the information presented here. Some decisions regarding the disposition and use of sale proceeds have not yet been made. Assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with the unaudited pro forma condensed financial statements.

The unaudited pro forma condensed financial information presented here is for informational purposes only. It is not intended to represent or be indicative of the consolidated results of operations, or financial position that would have been reported had the OfficeMax, Inc. acquisition and the forest products disposition been completed as of the dates presented. This information is not representative of future results of operations or financial position.

Unaudited Pro Forma Condensed Balance Sheet
June 30, 2004

	Boise Historical June 30, 2004	Forest Products Disposition	Pro Forma Adjustments for Forest Products Disposition (in thousands)	Note 4 Reference	Pro Forma June 30, 2004
ASSETS					
Current					
Cash and equivalents	$ 180,194	$ —	$ 1,820,000	(A)	$ 1,198,397
			1,455,000	(B)	
			(1,507,582)	(C)	
			(124,215)	(D)	
			(200,000)	(E)	
			(110,000)	(F)	
			(315,000)	(G)	
Receivables, less allowances	766,799	(434,000)	200,000	(E)	532,799
Inventories	1,591,711	(519,878)	—		1,071,833
Deferred income taxes	138,542	—	(29,481)	(H)	109,061
Other	68,868	(20,523)	—		48,345
	2,746,114	(974,401)	1,188,722		2,960,435
Property					
Property and equipment, net	2,778,844	(2,140,715)	—		638,129
Timber, timberlands and timber deposits	303,052	(303,052)	—		—
	3,081,896	(2,443,767)	—		638,129
Goodwill	1,106,980	(11,639)	—		1,095,341
Investments in equity affiliates	85	—			85
Other assets	546,031	(16,438)	175,000	(I)	948,426
			180,000	(J)	
			73,000	(K)	
			(9,167)	(L)	
Total assets	$ 7,481,106	$ (3,446,245)	$ 1,607,555		$ 5,642,416

See the accompanying Notes to the Unaudited Pro Forma Condensed Financial Statements, which are an integral part of these statements.

Unaudited Pro Forma Condensed Balance Sheet
June 30, 2004

	Boise Historical June 30, 2004	Forest Products Disposition	Pro Forma Adjustments for Forest Products Disposition (in thousands)	Note 4 Reference	Pro Forma June 30, 2004
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current					
Short-term borrowings	$ 49,547	$ —	$ —		$ 49,547
Current portion of long-term debt	667,257	—	(555,289)	(C)	111,968
Accounts payable	1,100,138	(355,989)	—		744,149
Accrued liabilities	694,622	(101,761)	128,903	(H)	651,764
			(70,000)	(K)	
	2,511,564	(457,750)	(496,386)		1,557,428
Debt					
Long-term debt, less current portion	1,419,457	—	(807,793)	(C)	611,664
ACES	172,500	—	(144,500)	(C)	28,000
	1,591,957	—	(952,293)		639,664
Other					
Deferred income taxes	94,980	—	(110,442)	(H)	12,538
			28,000	(K)	
Other long-term liabilities	818,734	(47,878)	(29,000)	(K)	938,054
			196,198	(M)	
	913,714	(47,878)	84,756		950,592
Minority interest	21,674	—	—		21,674
Commitments and contingent liabilities					
Shareholders' equity					
Preferred stock	180,091		(110,000)	(F)	70,091
Common stock	216,786		—		216,786
Additional paid-in capital	1,263,912		—		1,263,912
Retained earnings	982,675		98,861	(N)	1,081,536
Accumulated other comprehensive loss	(201,267)		42,000	(K)	(159,267)
Total shareholders' equity	2,442,197	—	30,861		2,473,058
Total liabilities and shareholders' equity	$ 7,481,106	$ (505,628)	$ (1,333,062)		$ 5,642,416

See the accompanying Notes to the Unaudited Pro Forma Condensed Financial Statements, which are an integral part of these statements.

Unaudited Pro Forma Condensed Statement of Income (Loss)
Year Ended December 31, 2003

	Boise Historical Year Ended Dec. 31, 2003	Pro Forma OfficeMax, Inc. For Stub Period Jan. 1, 2003 through Dec. 9, 2003	Pro Forma Adjustments for OfficeMax Acquisition	Note 4 Ref.	Pro Forma Boise with OfficeMax, Inc. Year Ended Dec. 31, 2003	Forest Products Disposition	Pro Forma Adjustments for Forest Products Disposition	Note 4 Ref.	Pro Forma Year Ended Dec. 31, 2003
				(in thousands, except per share amounts)					
Sales	$ 8,245,146	$ 4,617,448	$ 2,196	(O)	$ 12,864,790	$ (4,666,603)	$ —		$ 8,198,187
Cost and expenses	8,097,321	4,667,084	(63,010)	(P)	12,701,395	(4,592,902)	(1,419)	(S)	8,107,074
Income (loss) from operations	147,825	(49,636)	65,206		163,395	(73,701)	1,419		91,113
Interest expense	(132,545)	(3,995)	(31,073)	(Q)	(167,613)	—	89,258	(T)	(78,355)
Interest income	1,186	—			1,186	(850)	—	(U)	336
Other, net	2,831	—			2,831	(2,672)	5,280	(V)	5,439
	(128,528)	(3,995)	(31,073)		(163,596)	(3,522)	94,538		(72,580)
Income (loss) before income taxes, minority interest, and cumulative effect of accounting changes	19,297	(53,631)	34,133		(201)	(77,223)	95,957		18,533
Income tax (provision) benefit	(2,222)	20,864	(13,278)	(R)	5,364	24,588	(37,327)	(R)	(7,375)
Income (loss) before minority interest and cumulative effect of accounting changes	17,075	(32,767)	20,855		5,163	(52,635)	58,630		11,158
Minority interest, net of income tax	—	(2,836)	—		(2,836)	—	—		(2,836)
Income (loss) before cumulative effect of accounting changes	17,075	(35,603)	20,855		2,327	(52,635)	58,630		8,322
Cumulative effect of accounting changes, net of income tax	(8,803)	—	—		(8,803)	4,133	—		(4,670)
Net income (loss)	$ 8,272	$ (35,603)	$ 20,855		$ (6,476)	$ (48,502)	$ 58,630		$ 3,652

Net income (loss) per common share:					
Basic and diluted before cumulative effect of accounting changes	$ 0.07	Note 5	$ (0.13)	Note 5	$ (0.06)
Cumulative effect of accounting changes, net of income tax	(0.15)		(0.10)		(0.05)
Basic and diluted	$ (0.08)		$ (0.23)		$ (0.11)
Shares used in calculating income (loss) per common share:					
Basic and diluted	60,093		85,689		85,689

See the accompanying Notes to the Unaudited Pro Forma Condensed Financial Statements, which are an integral part of these statements.

Unaudited Pro Forma Condensed Statement of Income (Loss)
Six Months Ended June 30, 2004

	Boise Historical Six Months Ended June 30, 2004	Forest Products Disposition	Pro Forma Adjustments for Forest Products Disposition	Note 4 Reference	Pro Forma Six Months Ended June 30, 2004
	(in thousands, except per share amounts)				
Sales	$ 6,930,843	$ (2,926,681)	$ —		$ 4,004,162
Cost and expenses	6,669,099	(2,711,948)	(1,318)	(S)	3,955,833
Income (loss) from operations	261,744	(214,733)	1,318		48,329
Interest expense	(81,084)	—	45,746	(T)	(35,338)
Interest income	934	(325)	—	(U)	609
Other, net	(344)	415	2,851	(V)	2,922
	(80,494)	90	48,597		(31,807)
Income (loss) before income taxes and minority interest	181,250	(214,643)	49,915		16,522
Income tax (provision) benefit	(66,156)	83,368	(19,417)	(R)	(2,205)
Income (loss) before minority interest	115,094	(131,275)	30,498		14,317
Minority interest, net of income tax	(1,248)	—	—		(1,248)
Net income (loss)	$ 113,846	$ (131,275)	$ 30,498		$ 13,069
Net income per common share:					
Basic	$ 1.24			Note 5	$ 0.08
Diluted	$ 1.18				$ 0.08
Shares used in calculating income per common share:					
Basic	86,275				86,275
Diluted	91,485				86,275

See the accompanying Notes to the Unaudited Pro Forma Condensed Financial Statements, which are an integral part of these statements.

Notes to Unaudited Pro Forma Condensed Financial Statements

1. Basis of Presentation

Effective November 1, 2004, Boise Cascade Corporation (“Boise”) changed its company name to OfficeMax Incorporated (“OfficeMax” or “we”). We will continue to operate the office products distribution business as our principal business. We now trade on the New York Stock Exchange under the ticker symbol OMX, and our corporate headquarters is in Itasca, Illinois. References made to the OfficeMax, Inc. acquisition refer to Boise’s acquisition of OfficeMax, Inc. in December 2003.

The unaudited pro forma condensed financial statements present the pro forma financial position and results of operations of the combined company based upon historical financial information after giving effect to the OfficeMax, Inc. acquisition and the forest products disposition discussed below. Adjustments to our historical financial statements to arrive at the pro forma unaudited condensed financial statements presented are described in these footnotes. The unaudited pro forma condensed balance sheet assumes the forest products disposition took place on June 30, 2004. The unaudited pro forma condensed statement of income (loss) for the year ended December 31, 2003, assumes the OfficeMax, Inc. acquisition and the forest products disposition took place on January 1, 2003. The unaudited pro forma condensed statement of income (loss) for the six months ended June 30, 2004, also assumes the forest products disposition took place on January 1, 2003. The effects of the OfficeMax, Inc. acquisition are included in Boise’s historical financial statements as of June 30, 2004, and for the six months then ended; it results of operations after December 9, 2003, are included in Boise’s historical statement of income (loss) for the year ended December 31, 2003. We expect to report a net gain from the forest products disposition after transaction and debt retirement costs. These nonrecurring items and related tax effects are excluded from the pro forma condensed statements of income (loss) for the year ended December 31, 2003, and the six months ended June 30, 2004.

The unaudited pro forma condensed financial statements are not necessarily indicative of the results of operations that would have been achieved had the OfficeMax, Inc. acquisition or the forest products disposition taken place at the dates indicated, and do not purport to be indicative of the effects that may be expected to occur in the future. The unaudited pro forma condensed financial statements should be read in conjunction with the historical financial statements contained in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2004, as filed on August 05, 2004, and our Annual Report on Form 10-K for the year ended December 31, 2003, as filed on March 02, 2004.

The pro forma condensed financial statements of OfficeMax are prepared in accordance with accounting principles generally accepted in the United States of America.

2. Pro forma for OfficeMax acquisition

On December 9, 2003, we completed our acquisition of OfficeMax, Inc. We acquired 100% of the voting equity interest for $1.3 billion.

The financial results of OfficeMax's operations are reflected in our historical financial statements as of June 30, 2004, and for the six months then ended. OfficeMax, Inc.'s results

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of operations after December 9, 2003, are included in our historical statement of income (loss) for the year ended December 31, 2003.

The pro forma condensed income statement for the year ended December 31, 2003, includes specific assumptions and adjustments related to the OfficeMax acquisition. The adjustments are based upon available information and assumptions that we believe are reasonable.

3. Pro forma sale of forest products operations

On October 29, 2004, we sold our paper, forest products, and timberland assets for approximately $3.7 billion to affiliates of Boise Cascade L.L.C., a new company formed by Madison Dearborn LLC. We sold our building products, paper manufacturing, and distribution assets, other than timberlands and associated timber rights, to the buyer for approximately $2.025 billion cash, less approximately $45 million in liabilities assumed by the buyer. We sold our timberlands and associated timber rights to the buyer for approximately $1.650 billion, for which we received $15 million in cash at closing, with the remainder paid through non-recourse installment notes issued by special purpose subsidiaries of the buyer. We expect to monetize approximately 89% of the timberland notes prior to year end. We also reinvested $109 million of the proceeds in Series B common stock of the new entities, and $66 million in Series A 8% PIK common stock of the new entities. This investment is assumed to be accounted for on the cost method in these pro forma financial statements. The affiliated companies are referred to as Boise Cascade L.L.C. ("Boise L.L.C."), herein.

The purchase price is subject to potential upward or downward adjustment based on the difference between specific working capital balances at closing and a target working capital balance specified in the asset purchase agreement. In addition, the purchase price may be adjusted upward or downward based on paper sales prices over a six-year period. Over that period the buyers could pay OfficeMax as much as $125 million or we could pay the buyers as much as $125 million. The pro forma information does not include the effect, if any, of these potential adjustments.

In connection with the transactions, we have entered into a twelve-year paper supply contract under which we will purchase all of our North American requirements for office paper from Boise L.L.C. at prices approximating market levels, to the extent Boise L.L.C. chooses to produce them. In addition, we will also purchase products manufactured by third parties that are distributed to us by Boise L.L.C. for so long as we continue to sell those products. This contract provides for a gradual reduction of its purchase requirements in years nine through twelve.

4. Pro forma adjustments

The pro forma adjustments included in the unaudited pro forma condensed financial statements are as follows:

A) To reflect cash proceeds from sale of the manufacturing and distribution assets and timberlands, net of our reinvestment in Boise L.L.C.

B) To reflect 89% monetization of the $1.635 billion timber note receivable.

C) To reflect retirement of $468 million in bank debt and an estimated $1,040 million in debt instruments through our debt tender that will be completed on November 5, 2004. After the planned securitization of the timberland installment notes, we expect to make further debt repurchases and retirements that will reduce our balance sheet debt to between $250 million and $300 million over the coming months. However, use of the transaction proceeds for further debt repurchases and retirements have not yet been determined and are not reflected in these pro forma financial statements.

D) To reflect the estimated premium costs associated with our debt tender offer.

E) To reflect our additional cash requirements as we eliminate the portion of our accounts receivable securitization program related to the sold assets.

F) To reflect retirement of Series D shares held in the ESOP accounts of employees that will be transferred to Boise L.L.C. The company expects ultimately to return $800 million to $1 billion of the overall forest products disposition proceeds to shareholders, through common and/or preferred stock buybacks, cash dividends, or a combination. The series D retirement noted here is part of the return to the shareholders. The form and amount of future returns to shareholders have not yet been determined and are not reflected in these pro forma financial statements.

G) To reflect transaction-related costs including funding of accumulated pension benefit obligations associated with active employees that became employees of Boise L.L.C. upon close of the transaction.

H) To record the estimated tax effects of the forest products disposition assuming a 38.9% effective tax rate on the net gain from the forest products disposition after transaction and debt retirement costs. In calculating our current and deferred tax liabilities we have assumed utilization of our estimated net operating loss carryover available to us at June 30, 2004.

I) To record Series A and Series B equity investments in Boise L.L.C.

J) To record 11% of the timber note receivable retained.

K) To reflect pension related activity resulting from the transfer of active employees to Boise L.L.C.

L) To reflect write-off of deferred financing costs associated with debt retirements noted in footnote C above.

M) To reflect the estimated deferred gain on the forest products disposition that results from our retained ownership interest in Boise L.L.C.

N) To reflect the estimated after-tax gain of the forest products disposition, net of the transaction and debt retirement costs noted herein.

O) To reflect sales rebate adjustment resulting from transition of OfficeMax, Inc. financial results to a calendar year basis.

P) To eliminate costs incurred by OfficeMax, Inc. directly related to the transaction.

Q) To reflect the increase in interest expense assuming an acquisition date of January 1, 2003. The majority of the cash portion of the purchase price was funded via the issuance of $500 million of senior notes with a weighted average interest rate of 6.7%.

R) To reflect the income tax effect of the pro forma income statement entries described herein at a combined state and federal effective rate of 38.9%.

S) To reflect reduction in deferred financing costs amortization associated with deferred financing costs written off (see Note L).

T) To reflect interest expense reduction for the debt retirements described in Note C. The interest expense reductions are calculated based upon analysis of the specific debt instruments assumed retired.

U) No interest income on excess cash is reflected in the unaudited pro forma condensed statements of income. Assuming an interest rate of 4.5%, the excess cash would have generated interest income of $45.8 million for the year ended December 31, 2003, and $22.9 million for the six months ended June 30, 2004. The application of excess cash from the transaction is yet to be determined.

V) To reflect the 8% annual dividend on the Class A Boise L.L.C. PIK equity. The Class B equity is assumed to be accounted for under the cost method with no dividends received during the pro forma periods presented.

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5. *Pro forma income (loss) per share*

The pro forma net income (loss) per share was determined by dividing net income (loss), as adjusted, by applicable shares outstanding. For the year ended December 31, 2003, average shares for the pro forma calculations differ from our historical shares because the OfficeMax, Inc. acquisition (and related shares issued for the acquisition) was assumed to take place on January 1, 2003.

	Six Months Ended June 30, 2004		Year Ended December 31, 2003		
	Boise Historical	Boise with Forest Products Disposition Pro Forma	Boise Historical	Boise with OfficeMax Pro Forma	Boise with Forest Products Disposition Pro Forma
Basic					
Income (loss) before cumulative effect of accounting changes	$ 113,846	$ 13,069	$ 17,075	$ 2,327	$ 8,322
Preferred dividends (net of a tax benefit)	(6,534)	(6,534)	(13,061)	(13,061)	(13,061)
Basic income (loss) before cumulative effect of accounting changes	107,312	6,535	4,014	(10,734)	(4,739)
Cumulative effect of accounting changes	—	—	(8,803)	(8,803)	(4,670)
Basic income (loss)	$ 107,312	$ 6,535	$ (4,789)	$ (19,537)	$ (9,409)
Average shares used to determine basic income (loss) per common share	86,275	86,275	60,093	85,689	85,689
Basic income (loss) per common share before cumulative effect of accounting changes	$ 1.24	$ 0.08	$ 0.07	$ (0.13)	$ (0.06)
Cumulative effect of accounting changes	—	—	(0.15)	(0.10)	(0.05)
Basic income (loss) per common share	$ 1.24	$ 0.08	$ (0.08)	$ (0.23)	$ (0.11)
Diluted					
Basic income (loss) before cumulative effect of accounting changes	$ 107,312	$ 6,535	$ 4,014	$ (10,734)	$ (4,739)
Preferred dividends eliminated	6,534	—	—	—	—
Supplemental ESOP contribution	(5,932)	—	—	—	—
Diluted income (loss) before cumulative effect	107,914	6,535	4,014	(10,734)	(4,739)

of accounting changes					
Cumulative effect of accounting changes	—	—	(8,803)	(8,803)	(4,670)
Diluted income (loss)	$ 107,914	$ 6,535	$ (4,789)	$ (19,537)	$ (9,409)
Average shares used to determine diluted income (loss) per common share	91,485	86,275	60,093	85,689	85,689
Diluted income (loss) per common share before cumulative effect of accounting changes	$ 1.18	$ 0.08	$ 0.07	$ (0.13)	$ (0.06)
Cumulative effect of accounting changes	—	—	(0.15)	(0.10)	(0.05)
Diluted income (loss) per common share	$ 1.18	$ 0.08	$ (0.08)	$ (0.23)	$ (0.11)