

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 10-K/A

Amendment No. 1

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2004

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 1-5057

OFFICEMAX INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

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

150 Pierce Road, Itasca, Illinois
(Address of principal executive offices)

60143
(Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$2.50 par value	New York Stock Exchange
American & Foreign Power Company Inc. Debentures, 5% Series due 2030	New York Stock Exchange
Common Stock Purchase Rights	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of the Form 10-K or any amendment to this Form 10-K .

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). Yes No

The aggregate market value of the voting common stock held by nonaffiliates of the registrant, computed by reference to the price at which the common stock was sold as of the close of business on June 30, 2004, was \$3,309,118,981. Registrant does not have any nonvoting common equities.

Indicate the number of shares outstanding of each of the registrant's classes of common stock as of the latest practicable date.

Class	Shares Outstanding as of February 28, 2005
Common Stock, \$2.50 par value	93,430,347

Document incorporated by reference

Portions of the registrant's proxy statement relating to its 2005 annual meeting of shareholders to be held on May 9, 2005 ("OfficeMax Incorporated's proxy statement") are incorporated by reference into Part III of this Form 10-K.



OFFICEMAX INCORPORATED
FORM 10-K/A
INTRODUCTORY NOTE

This Amendment No. 1 to annual report on Form 10-K/A ("Form 10-K/A") is being filed to amend the company's annual report on Form 10-K for the year ended December 31, 2004, which was originally filed on March 16, 2005 ("Original Form 10-K") to add one exhibit, and certain information in the Exhibit Index, that were inadvertently omitted from the Original Form 10-K. Accordingly, pursuant to rule 12b-15 under the Securities Exchange Act of 1934, as amended, this Form 10-K/A contains the complete text of Item 15(b) and the Exhibit Index, as amended, as well as certain currently dated certifications. Unaffected items have not been repeated in this Amendment No. 1.

This Amendment No. 1 does not reflect events occurring after the filing of the Original Form 10-K, which was filed on March 16, 2005. Such events include, among others, the events described in the company's current reports on Form 8-K filed after the date of the Original Form 10-K. This Amendment No. 1 is effective for all purposes as of March 16, 2005.

ITEM 15(b) Exhibits.

See Index to Exhibits.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

OfficeMax Incorporated

By /s/ MATTHEW R. BROAD

Matthew R. Broad
Executive Vice President and General Counsel

Dated: March 24, 2005

OFFICEMAX INCORPORATED**INDEX TO EXHIBITS**

Filed with the Annual Report on Form 10-K for the Year Ended December 31, 2004

Number	Description
2.1	(1) Agreement and Plan of Merger dated as of July 13, 2003, among Boise Cascade Corporation (now OfficeMax Incorporated), Challis Corporation, and OfficeMax, Inc.
2.2	(2) Asset Purchase Agreement dated July 26, 2004, between Boise Cascade Corporation (now OfficeMax Incorporated), Boise Southern Company, Minidoka Paper Company and Forest Products Holdings, L.L.C., and Boise Land & Timber Corp.
3.1	(3) Restated Certificate of Incorporation, as restated to date
3.2	* Bylaws as amended March 11, 2005
4.1	(4) Trust Indenture between Boise Cascade Corporation (now OfficeMax Incorporated) and Morgan Guaranty Trust Company of New York, Trustee, dated October 1, 1985, as amended
4.2	(5) Revolving Credit Agreement—\$560,000,000, dated as of March 28, 2002
4.3	(6) Renewed Rights Agreement, amended and restated as of December 12, 2003
4.4	(7) Purchase Contract Agreement between Boise Cascade Corporation and BNY Western Trust Company, as purchase contract agent, dated December 5, 2001
4.5	(7) Amended and Restated Declaration of Trust of Boise Cascade Trust I among Boise Cascade Corporation, as depositor, BNY Western Trust Company, as property trustee, and The Bank of New York (Delaware), as Delaware trustee, dated December 5, 2001
4.6	(7) Guarantee Agreement between the Boise Cascade Corporation, as guarantor, and BNY Western Trust Company, as guarantee trustee, dated December 5, 2001
4.7	(7) Pledge Agreement between Boise Cascade Corporation, JPMorgan Chase Bank, as collateral agent, custodial agent, and securities intermediary, and BNY Western Trust Company, as purchase contract agent, dated December 5, 2001
9	Inapplicable
10.1	(8) Paper Purchase Agreement between Boise White Paper, L.L.C., OfficeMax Contract, Inc., and OfficeMax North America, Inc.
10.2	(3) Additional Consideration Agreement between Boise Cascade Corporation (now OfficeMax Incorporated) and Boise Cascade, L.L.C., dated October 29, 2004
10.3	(3) Installment Note for \$559,500,000 between Boise Land & Timber, L.L.C. (Maker) and Boise Cascade Corporation (now OfficeMax Incorporated) (Initial Holder) dated October 29, 2004
10.4	(3) Installment Note for \$258,000,000 between Boise Land & Timber, L.L.C. (Maker) and Boise Southern Company (Initial Holder) dated October 29, 2004
10.5	(3) Installment Note for \$817,500,000 between Boise Land & Timber II, L.L.C. (Maker) and Boise Cascade Corporation (now OfficeMax Incorporated) (Initial Holder) dated October 29, 2004
10.6	(3) Guaranty by Wachovia Corporation dated October 29, 2004
10.7	(3) Guaranty by Lehman Brothers Holdings Inc. dated October 29, 2004
10.8	(3) Employment Agreement between Boise Cascade Office Products Corporation (now OfficeMax Contract, Inc.) and Gary Peterson dated December 10, 2003+

- 10.9 (3) Employment Agreement between Boise Cascade Office Products Corporation (now OfficeMax Contract, Inc.) and Phillip P. DePaul dated December 10, 2003+
 - 10.10 (9) Employment Agreement between Boise Cascade Corporation (now OfficeMax Incorporated) and George J. Harad dated October 29, 2004, as amended+
 - 10.11 (3) Registration Rights Agreement among Boise Cascade Corporation (now Office Max Incorporated), Forest Products Holdings, L.L.C., and Boise Cascade Holdings, L.L.C., dated October 29, 2004
 - 10.12 (3) Registration Rights Agreement among Kooskia Investment Corporation, Forest Products Holdings, L.L.C., and Boise Land & Timber Holdings Corp., dated October 29, 2004
 - 10.13 (3) Boise Cascade Holdings, L.L.C., Operating Agreement dated October 29, 2004
 - 10.14 (3) Securityholders Agreement among Boise Cascade Corporation (now OfficeMax Incorporated), Forest Products Holdings, L.L.C., and Boise Cascade Holdings, L.L.C., dated October 29, 2004
 - 10.15 (3) Stockholders Agreement among Kooskia Investment Corporation, Forest Products Holdings, L.L.C., and Boise Land & Timber Holdings Corp., dated October 29, 2004.
 - 10.16 (10) Interest Rate Swap Agreement dated October 27, 2004, between J. Aron & Company and OfficeMax Incorporated
 - 10.17 (10) Interest Rate Swap Agreement dated October 27, 2004, between J. Aron & Company and Boise Southern Company
 - 10.18 (11) Purchase Agreement dated December 13, 2004, between OMX Timber Finance Investments I, LLC, OMX Timber Finance Investments II, LLC, OfficeMax Incorporated, Wachovia Capital Markets, LLC, and Lehman Brothers Inc.
 - 10.19 (11) Indemnification Agreement dated December 13, 2004, between Wachovia Corporation, Lehman Brothers Holdings Inc., OMX Timber Finance Investments I, LLC, OMX Timber Finance Investments II, LLC, OfficeMax Incorporated, Wachovia Capital Markets, LLC, and Lehman Brothers Inc.
 - 10.20 (12) Executive Savings Deferral Plan+
 - 10.21 (12) 2005 Deferred Compensation Plan+
 - 10.22 (12) 2005 Directors Deferred Compensation Plan+
 - 10.23 (12) Directors Compensation Summary Sheet+
 - 10.24 (12) Form of Director Restricted Stock Award Agreement+
 - 10.25 (13) Form of OfficeMax Incorporated Nonstatutory Stock Option Agreement+
 - 10.26 (14) Executive Life Insurance Program+
 - 10.27 (14) Officer Annual Physical Program+
 - 10.28 (14) Financial Counseling Program+
 - 10.29 * Form of Amended 2005 Annual Incentive Award Agreement+
 - 10.30 * 2004 Retention Bonus Plan+
 - 10.31 * Executive Officer Mandatory Retirement Policy+
 - 10.32 * Form of Severance Agreement with Executive Officer (for executive officer not covered by Supplement Early Retirement Plan)+
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10.33	(15)	1982 Executive Officer Deferred Compensation Plan, as amended through September 26, 2003+
10.34	(16)	Nonbusiness Use of Corporate Aircraft Policy, as amended+
10.35	(17)	Supplemental Early Retirement Plan for Executive Officers, as amended through September 26, 2003+
10.36	(17)	Boise Cascade Corporation (now OfficeMax Incorporated) Supplemental Pension Plan, as amended through September 26, 2003+
10.37	*	Form of Severance Agreement with Executive Officer (for executive officer covered by Supplement Early Retirement Plan)+
10.38	(17)	1984 Key Executive Stock Option Plan, as amended through September 26, 2003+
10.39	(17)	1980 Split Dollar Life Insurance Plan, as amended through September 25, 2003+
10.40	(17)	Form of Agreement with Executive Officers, as amended through September 26, 2003 (for executive officers who were employees of Boise Cascade Corporation)+
10.41	(18)	Supplemental Healthcare Plan for Executive Officers, as amended through January 1, 2003+
10.42	*	Executive Officer Severance Pay Policy+
10.43	(19)	Form of Directors' Indemnification Agreement, as revised September 26, 2003+
10.44	(20)	Deferred Compensation and Benefits Trust, as amended for the Form of Sixth Amendment dated May 1, 2001+
10.45	(21)	Director Stock Compensation Plan, as amended through September 26, 2003+
10.46	(21)	Directors Stock Option Plan, as amended through September 26, 2003+
10.47	(21)	Form of Agreement with Executive Officers, as amended through September 26, 2003 (for Boise Office Solutions employees who were executive officers of Boise Cascade Corporation)+
10.48	(21)	2001 Key Executive Deferred Compensation Plan, as amended through September 26, 2003+
10.49	(21)	2001 Board of Directors Deferred Compensation Plan, as amended through September 26, 2003+
10.50	(21)	Key Executive Performance Unit Plan, as amended through September 26, 2003+
10.51	(21)	2003 Director Stock Compensation Plan, as amended through September 26, 2003+
10.52	(21)	2003 Boise (now OfficeMax) Incentive and Performance Plan, as amended through December 12, 2003+
10.53	*	OfficeMax Cash Incentive Plan (effective March 11, 2005) and form of 2005 Cash Incentive Award Agreement+
10.54	*	Form of 2005 Restricted Stock Unit Award Agreement+
10.55	**	Employment Agreement between Boise Cascade Office Products Corporation (now OfficeMax Contract, Inc.) and Ryan Vero dated December 10, 2003+
11	*	Computation of Per-Share Earnings
12.1	*	Ratio of Earnings to Fixed Charges
12.2	*	Ratio of Earnings to Combined Fixed Charges and Preferred Dividend Requirements
13		Inapplicable

14	(22)	Code of Ethics
16		Inapplicable
18		Inapplicable
21	*	Significant subsidiaries of the registrant
22		Inapplicable
23	*	Consent of KPMG LLP (see page 110)
24		Inapplicable
31.1	**	CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	**	CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32	*	Section 906 Certifications of Chief Executive Officer and Chief Financial Officer of OfficeMax Incorporated

* Filed with the Original Form 10-K on March 16, 2005.

** Filed with this Amendment No. 1 on Form 10-K/A.

+ Indicates exhibits that constitute management contracts or compensatory plans or arrangements.

- (1) Exhibit 2.1 was filed as Exhibit 2 in our Current Report on Form 8-K filed on July 14, 2003, and is incorporated by reference.
 - (2) Exhibit 2.2 was filed as Exhibit 2 in our Current Report on Form 8-K filed on July 28, 2004, and is incorporated by reference.
 - (3) Exhibit was filed under the same exhibit number in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, and is incorporated by reference.
 - (4) The Trust Indenture between Boise Cascade Corporation (now known as OfficeMax Incorporated) and Morgan Guaranty Trust Company of New York, Trustee, dated October 1, 1985, as amended, was filed as exhibit 4 in the Registration Statement on Form S-3 No. 33-5673, filed May 13, 1986. The Trust Indenture has been supplemented on seven occasions as follows: The First Supplemental Indenture, dated December 20, 1989, was filed as exhibit 4.2 in the Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3 No. 33-32584, filed December 20, 1989. The Second Supplemental Indenture, dated August 1, 1990, was filed as exhibit 4.1 in our Current Report on Form 8-K filed on August 10, 1990. The Third Supplemental Indenture, dated December 5, 2001, between Boise Cascade Corporation and BNY Western Trust Company, as trustee, to the Trust Indenture dated as of October 1, 1985, between Boise Cascade Corporation and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York) was filed as exhibit 99.2 in our Current Report on Form 8-K filed on December 10, 2001. The Fourth Supplemental Indenture dated October 21, 2003, between Boise Cascade Corporation and U.S. Bank Trust National Association was filed as exhibit 4.1 in our Current Report on Form 8-K filed on October 20, 2003. The Fifth Supplemental Indenture dated September 16, 2004, among Boise Cascade Corporation, U.S. Bank Trust National Association and BNY Western Trust Company was filed as exhibit 4.1 to our Current Report on Form 8-K filed on September 22, 2004. The Sixth Supplemental Indenture dated October 29, 2004, between OfficeMax Incorporated and U.S. Bank Trust National Association was filed as exhibit 4.1 to our Current Report on Form 8-K filed on November 4, 2004. The Seventh Supplemental Indenture, made as of December 22, 2004, between OfficeMax Incorporated and U.S. Bank Trust National Association was filed as exhibit 4.1 to our Current Report on Form 8-K filed on December 22, 2004. Each of the documents referenced in this footnote is incorporated by reference.
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- (5) Exhibit 4.2 was filed as exhibit 4 in Boise's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002, and is incorporated by reference.
 - (6) Exhibit 4.3 was filed under the same exhibit number in our Annual Report on Form 10-K for the year ended December 31, 2003, and is incorporated by reference.
 - (7) Exhibits 4.4, 4.5, 4.6, and 4.7 were filed as exhibits 99.4, 99.7, 99.9, and 99.10, respectively, in Boise's Current Report on Form 8-K filed on December 10, 2001, and are incorporated by reference.
 - (8) Exhibit 10.1 was filed under the same exhibit number in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, and is incorporated by reference. (Confidential treatment requested; confidential portions filed separately with the Securities and Exchange Commission.)
 - (9) Exhibit 10.10 was filed under same exhibit number in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2004. The First Amendment to Employment Agreement with George J. Harad was filed as exhibit 10.1 in our Current Report on Form 8-K filed on December 15, 2004. Each of the documents referenced in this footnote is incorporated by reference.
 - (10) Exhibits 10.16 and 10.17 were filed as exhibits 10.1 and 10.2, respectively, in our Current Report on Form 8-K filed on November 2, 2004, and are incorporated by reference.
 - (11) Exhibits 10.18 and 10.19 were filed as exhibits 10.1 and 10.2, respectively, in our Current Report on Form 8-K filed on December 17, 2004, and are incorporated by reference.
 - (12) Exhibits 10.20, 10.21, 10.22, 10.23, and 10.24 were filed as exhibits 10.2, 10.3, 10.4, 10.5, and 10.6, respectively, in our Current Report on Form 8-K filed on December 15, 2004, and are incorporated by reference.
 - (13) Exhibit 10.25 was filed as exhibit 10.1 in our Current Report on Form 8-K filed on January 6, 2005, and is incorporated by reference.
 - (14) Exhibits 10.26, 10.27 and 10.28 were filed as exhibits 10.1, 10.2, and 10.3 in our Current Report on Form 8-K filed on February 16, 2005, and are incorporated by reference.
 - (15) Exhibit 10.33 was filed as exhibit 10.4 in our Annual Report on Form 10-K for the year ended December 31, 2003, and is incorporated by reference.
 - (16) Exhibit 10.34 was filed as exhibit 10.13 in our Annual Report on 10-K for the year ended December 31, 1993, and is incorporated by reference.
 - (17) Exhibits 10.35, 10.36, 10.38, 10.39, and 10.40 were filed as exhibits 10.6, 10.7, 10.9, 10.10, and 10.11, respectively, in our Annual Report on 10-K for the year ended December 31, 2003, and are incorporated by reference.
 - (18) Exhibit 10.41 was filed as exhibit 10.13 in our Annual Report on Form 10-K for the year ended December 31, 2002, and is incorporated by reference.
 - (19) Exhibit 10.43 was filed as exhibit 10.15 in our Annual Report on Form 10-K for the year ended December 31, 2004, and is incorporated by reference.
 - (20) The Deferred Compensation and Benefits Trust, as amended and restated as of December 13, 1996, was filed as exhibit 10.18 in our Annual Report on Form 10-K for the year ended December 31, 1996. Amendment No. 4, dated July 29, 1999, to the Deferred Compensation and Benefits Trust was filed as exhibit 10.18 in our Annual Report on Form 10-K for the year ended December 31, 1999. Amendment No. 5, dated December 6, 2000, to the Deferred Compensation and Benefits Trust was filed as exhibit 10.18 in our Annual Report on Form 10-K for the year ended December 31, 2000. Amendment No. 6, dated May 1, 2001, to the Deferred Compensation and Benefits Trust was filed as exhibit 10 in our Quarterly Report on Form 10-Q
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for the quarter ended September 30, 2001. Each of the documents referenced in this footnote is incorporated by reference.

(21) Exhibits 10.45, 10.46, 10.47, 10.48, 10.49, 10.50, 10.51, and 10.52 were filed as exhibits 10.17, 10.18, 10.22, 10.23, 10.24, 10.25, 10.26, and 10.27, respectively, in our Annual Report on Form 10-K for the year ended December 31, 2003, and are incorporated by reference.

(22) Our Code of Ethics can be found on our website (www.officemax.com) by clicking on "About us," "Investors" and then "Code of Ethics."

QuickLinks

[ITEM 15\(b\) Exhibits.](#)

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December, 2003, by and between BOISE CASCADE OFFICE PRODUCTS CORPORATION, a Delaware corporation ("Boise Office Solutions"), and RYAN VERO (the "Executive").

R E C I T A L S:

WHEREAS, Boise Cascade Corporation ("Parent") and OfficeMax, Inc. ("OfficeMax"), entered into an Agreement and Plan of Merger, dated July 13, 2003 (the "Merger"), whereby Parent acquired OfficeMax and is integrating its operations with Boise Office Solutions, Parent's office products distribution business ("Combined Enterprise"); and

WHEREAS, Executive and OfficeMax entered into an Amended and Restated Severance Agreement, dated April 9, 2002, regarding the Executive's employment with OfficeMax ("Prior Agreement"); and

WHEREAS, Executive and OfficeMax entered into an Executive Severance Agreement, dated June 24, 2003, wherein certain provisions of the Prior Agreement were amended and modified ("Executive Severance Agreement"); and

WHEREAS, for the purposes of this Agreement, Boise Office Solutions acknowledges that there has been a "Change in Control" as that term is defined in the Executive Severance Agreement; and

WHEREAS, Boise Office Solutions desires Executive to provide services to the Combined Enterprise, and Executive desires to provide such services to the Combined Enterprise, on the terms specified herein; and

WHEREAS, Boise Office Solutions and Executive acknowledge that there will be some period of time before OfficeMax and Boise Office Solutions will be integrated and combined, and, therefore, references to employment with the Combined Enterprise shall be deemed to include Executive's employment with OfficeMax after the Closing Date (as defined below), such that reference to the Combined Enterprise shall mean OfficeMax as applicable at the relevant period in time; and

WHEREAS, Boise Office Solutions and Executive mutually desire to agree upon the terms of Executive's employment with the Combined Enterprise and, in addition thereto, agree to certain benefits of employment.

NOW, THEREFORE, the parties agree as follows:

1. *Term of Agreement.* Upon the Effective Date (as defined below), this Agreement amends and supersedes, by deleting them in their entirety, the Prior Agreement and the Executive Severance Agreement, which shall be completely null and void. This Agreement shall be effective upon the Closing Date (as that term is defined in the Agreement and Plan of Merger) of the Merger ("Effective Date") and shall continue in effect for a period of 36 months following the Effective Date ("Term"), at which time this Agreement shall expire by its terms and have no further force or effect; *provided, however*, that any confidentiality, nonsolicitation, and/or noncompete obligations binding on the Executive, including those set forth in *Section 8*, shall continue to be binding on him in accordance with their terms. Notwithstanding anything to the contrary stated herein, this Agreement shall terminate prior to the date set forth above without any further acts by either party upon (a) termination of the Executive's employment for Cause or Disability (each as respectively defined in *Section 5*); (b) termination of the Executive's employment due to Executive's death or by the Executive for other than Good Reason (as defined in *Section 5*); or (c) completion by Boise Office Solutions of all of its obligations if benefits shall become payable hereunder; *provided, however*, that any confidentiality, nonsolicitation, and/or noncompete obligations binding on the Executive, including those set forth in *Section 8*, shall continue to be binding on him in accordance with their terms.

2. *Title and Duties.* Executive shall be the "Executive Vice President, Merchandising," with responsibility for all merchandising for the Combined Enterprise or any of its present or future subsidiaries or affiliates as Boise Office Solutions may direct. The Executive shall perform such duties, compatible with the Executive's position, as the CEO or his designee may reasonably require.

3. *Compensation.*

(a) *Base Salary.* Base annual salary shall be no less than \$350,000/year ("Base Salary") during the Term, payable at the times established by Boise Office Solutions from time to time as the normal salary payment interval for its employees, subject to the Executive's rights set forth in *Section 5(c)*, should Executive's Base Salary be reduced during the Term.

(b) *Annual and Long-Term Incentives.* Annual and long-term incentives, if any, shall be payable to Executive from time to time in accordance with the terms of such plans applicable to the Combined Enterprise (collectively, "Bonus Programs"), which are established and maintained by Combined Enterprise or Parent on behalf of the Combined Enterprise during the Term. Executive's annual target bonus under such Bonus Programs shall not be less than 55% of his Base Salary during the Term. The Combined Enterprise may modify, including termination of, any Bonus Program from time to time, and so long as such modifications are of general applicability to all participants in such program, all such modifications shall be applicable to Executive hereunder. No payout is guaranteed under any Bonus Program, and payouts, if any, are strictly governed by the terms of each such program.

(c) *Retention Incentive.* In consideration of Executive's employment with the Combined Enterprise, a retention incentive of \$650,000 shall be paid to Executive ("Retention Incentive") under the terms stated in this *Section 3(c)*. Subject to set-off against the payments as set forth in *Section 6(d)*, partial payments of the Retention Incentive will be made in the form of a lump-sum cash payment at the end of the applicable 12 months, 24 months, and 36 months (measured from the Effective Date) as follows:

Period of Employment	Lump-Sum Cash Payment
12 months	\$ 130,000
24 months	\$ 130,000
36 months	\$ 390,000

Payment of the Retention Incentive shall be due only if Executive remains employed with the Combined Enterprise throughout the relevant 12, 24, or 36-month period. Payment will be made within 15 days of such partial Retention Incentive becoming due.

(d) *Financial Counseling.* During the first two years of Executive's employment, he shall be entitled to a financial counseling allowance of up to \$5,000.00 per year. Payment of this allowance shall be due only if Executive remains employed for the entire and relevant 12-month period and only upon the submission of receipts in accordance with Boise Office Solution's reimbursement policy.

4. *Location of Employment.* The position and function shall be based in Itasca, Illinois. Relocation benefits according to Boise Office Solutions' policy will be provided. Also, an additional allowance of up to \$2,500 will be provided to cover the moving expense of some personal items that may be excluded by policy, such reimbursement dependent upon submitting receipts in accordance with Boise Office Solutions' policy for expense reimbursement. You will be allowed up to six months of temporary living expenses (those expenses as defined by Boise Office Solutions' policy) and up to three house hunting trips for you and your spouse (those expenses also as defined by Boise Office Solutions' policy). The date on which Executive will be expected to relocate to Itasca, Illinois shall be determined by Chris Milliken and Executive. All other costs of relocation will be in accordance with Boise Office Solutions' relocation policy, a copy of which has previously been provided to you. Those costs and expenses not specifically provided for in this *Section 4* shall be for the account of Executive and be Executive's sole responsibility.

5. *Termination of Employment.* The Executive shall be entitled to the benefits provided under *Section 6* upon the Executive's "Qualifying Termination" (as defined herein) during the 24-month period following the Effective Date (the "Protection Period"). For purposes hereof, a "Qualifying Termination" shall mean (i) a termination of Executive's employment by Boise Office Solutions for any reason other than for Cause or Disability or due to the Executive's death, or (ii) the Executive's termination of employment for "Good Reason" (as defined in this *Section 5*).

(a) *Disability.* If the Executive is absent from duties with the Combined Enterprise on a full-time basis for eighteen consecutive months due to a physical or mental incapacity, and the Executive has not returned to the full-time performance of the Executive's duties with thirty (30) days after written Notice of Termination

(as defined below) is given to the Executive by Boise Office Solutions, such termination shall be considered to be termination by Boise Office Solutions for "Disability" for purposes of this Agreement.

(b) *Cause.* Boise Office Solutions may terminate the Executive's employment for Cause. For purposes of this Agreement only, Boise shall have "Cause" to terminate the Executive's employment hereunder only on the basis of (i) a violation of any policy of Boise Office Solutions or the Combined Enterprise that causes material injury to either or both of Boise Office Solutions or the Combined Enterprise; (ii) an act of fraud, embezzlement, theft, or any other material violation of law that interferes with Executive's ability to perform Executive's duties and responsibilities for the Combined Enterprise; (iii) intentional damage to material assets of either or both of Boise Office Solutions or the Combined Enterprise; (iv) wrongful engagement in any competitive activity that would constitute a breach of the duty of loyalty to Boise Office Solutions or the Combined Enterprise; (v) wrongful disclosure of confidential information of Parent, Boise Office Solutions and/or Combined Enterprise; (vi) wrongful failure or refusal to perform, or gross negligence in the performance of, Executive's duties and responsibilities for the Combined Enterprise; (vii) making unauthorized comments to the media regarding Parent, Boise Office Solutions, and/or the Combined Enterprise; or (viii) a material violation of Boise Office Solutions' Standards of Business Conduct Policy, as updated from time to time, a current copy of which is attached.

(c) *Good Reason.* The Executive shall be entitled to terminate the Executive's employment for Good Reason if a Good Reason event occurs during the Protection Period. For purposes of this Agreement only, "Good Reason" shall exist if any of the following occur without the Executive's express prior written consent:

(i) A reduction in either the Executive's annual rate of Base Salary or level of participation in any Bonus Program for which he is eligible (other than part of a salary reduction or changes in Bonus Programs generally imposed on all executive officers of the Combined Enterprise);

(ii) An elimination or reduction of Executive's participation in any benefit plan generally available to executive officers of the Combined Enterprise, unless the Combined Enterprise continues to offer Executive benefits substantially similar to those made available by such plan, *provided, however*, that a change to a plan in which executive officers of the Combined Enterprise generally participate, including termination of any such plan, if it does not result in a proportionately greater reduction in the rights of, or benefits to, Executive as compared with the other executive officers of the Combined Enterprise or is required by law or a technical change, will not be deemed to be Good Reason;

(iii) Failure of any successor (whether direct or indirect, by purchase of stock or assets, merger, consolidation, or otherwise) to the Combined Enterprise to assume Boise Office Solutions' obligations under this Agreement; or

(iv) Other than as contemplated and provided for in *Section 4*, a transfer of Executive's principal business office to a location outside of the area where the function for which Executive is responsible is performed.

The Executive will be deemed to have waived his rights relating to circumstances constituting Good Reason if he has not provided to Boise Office Solutions a written Notice of Termination within ninety (90) days following his knowledge of circumstances constituting Good Reason.

(d) *Notice of Termination.* Any purported termination of the Executive by Boise Office Solutions or by the Executive shall be communicated by written Notice of Termination to the other party in accordance with *Section 10*. For purposes of this Agreement only, a "Notice of Termination" shall mean a notice that indicates the specific termination provision in this Agreement relied upon and the facts, if any, supporting application of such provision.

(e) *Date of Termination; Dispute Concerning Termination.* "Date of Termination" shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that Executive has not returned to the performance of the Executive's duties on a full-time basis during such thirty (30) day period); or (ii) if the Executive's employment is terminated by Boise Office Solutions for any reason other than Disability or by the Executive for any reason, the date specified in the Notice of Termination (which, in the case of a termination by Boise Office Solutions shall be not less than thirty (30) days, and in the case of a termination by the Executive shall not be more than sixty (60) days, respectively, from the date such Notice of Termination is given); or (iii) if the Executive dies, his date of death (without any requirement that a Notice of Termination be provided); *provided, however*, that if the party

receiving such Notice of Termination notifies the other party within thirty (30) days after the date such Notice of Termination is given that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a binding arbitration award referred to in *Section 14*; and *provided, further*, that the Date of Termination shall be extended by a notice of dispute only if such notice is given in good faith and the party giving such notice shall pursue the resolution of such dispute with reasonable diligence. Boise Office Solutions shall continue to pay the Executive the Executive's full compensation in effect when the notice giving rise to the dispute was given and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive participated, according to their terms and conditions, when the Notice of Termination was given (ignoring any reductions that gave rise to Good Reason) until the dispute is finally resolved in accordance with this Section. Amounts paid under this Section shall be offset against or reduce any other amounts due under this Agreement. In addition, for purposes of determining whether any Qualifying Termination has occurred during the Protection Period, the date of Notice of Termination is given pursuant to this Section shall be deemed the date of the Executive's Qualifying Termination.

6. *Compensation Upon Termination.*

(a) *Salary and Other Compensation of Benefits.* If the Executive's employment is terminated during the Protection Period, Boise Office Solutions shall pay the Executive's Base Salary through the Date of Termination at the rate in effect at the time the Notice of Termination is given, together with all compensation and benefits to which the Executive is entitled through the Date of Termination under the terms of any compensation or benefit plan, program or arrangement, or Bonus Program maintained by the Combined Enterprise or its affiliates during such period (ignoring, if applicable, any reduction that gave rise to Good Reason).

(b) *Disability.* During any period that Executive fails to perform the Executive's duties hereunder as a result of mental or physical incapacity, the Executive shall continue to receive the Executive's Base Salary at the rate then in effect and continue to participate in all benefit plans and Bonus Programs until the Executive's employment is terminated pursuant to *Section 5(a)*. Thereafter, the Executive's benefits shall be determined in accordance with the insurance and other benefit programs and Bonus Programs then applicable to the Executive.

(c) *Cause; Voluntary Termination of Employment Without Good Reason.* If the Executive's employment is terminated for Cause or the Executive voluntarily terminates employment without Good Reason, Boise Office Solutions shall pay the Executive only the Executive's Base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given, together with other compensation and benefits to which the Executive is entitled, if any, under the terms of any compensation or benefits plan, program or arrangement, or Bonus Programs maintained by the Combined Enterprise and applicable to the Executive, and Boise Office Solutions shall have no further obligations to the Executive under this Agreement.

(d) *Qualifying Termination.* If the Executive's employment is terminated in a Qualifying Termination during the Protection Period, then the Executive shall be entitled to the following benefits:

(i) In lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination or other severance benefits, Boise Office Solutions shall pay to the Executive a lump sum payment of \$1,000,000 (one million dollars) minus all previously paid, and due but unpaid, Retention Incentive payments;

(ii) Payment under the Bonus Programs, if any is due according to the terms of each plan; and

(iii) \$10,000 for tax and financial planning services.

To be eligible to receive benefits under this *Section 6(d)*, the Executive shall be required to execute and deliver a valid, binding, and irrevocable general release in substantially the form attached hereto as Exhibit A (which Boise Office Solutions shall deliver to the Executive promptly after the date of his Qualifying Termination). The payments provided for in this *Section 6(d)* shall be made not later than the date the release described above becomes binding and irrevocable under applicable law; *provided, however*, that, if the amounts of such payments cannot be finally determined on or before such day, Boise Office Solutions shall pay to the Executive on such day an estimate, as determined in good faith by Boise Office Solutions, of the minimum amount of such payments to which the Executive is clearly entitled, and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), as soon

as the amount thereof can be determined, but in no event later than the thirtieth (30th) day after the Date of Termination. If the amount finally determined to be due to the Executive is less than the estimated payment previously paid to Executive, the Executive shall repay to Boise Office Solutions, within five (5) business days following the time that the amount of the reduction of the payment due is finally determined, the portion of the payment attributable to the reduction (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code). When payments are made under this Section, Boise Office Solutions shall provide Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations, including, without limitation, any opinions or other advice Boise Office Solutions has received from outside counsel, auditors, or consultants (and any such written opinions or advice shall be attached to the statement).

(e) *Involuntary Termination after the Protection Period.*

If the Executive's employment is terminated by Boise Office Solutions after the end of the 24th month, but before the end of the Term for any reason other than Cause or Disability, or due to the Executive's death, then Executive shall be entitled to the following benefits:

- (1) Severance in accordance with the severance policy applicable to all executive officers of the Combined Enterprise;
- (2) A pro rata portion (based on the number of full months passed of the applicable calendar year up to the date employment was terminated) of any unpaid Retention Incentive remaining. Boise Office Solutions shall have no further obligations under *Section 3(c)*; and
- (3) Payment under the Bonus Programs, if any is due according to the terms of each plan.

To be eligible to receive benefits under this *Section 6(e)*, the Executive shall be required to execute and deliver a valid, binding, and irrevocable general release in substantially the form attached hereto as Exhibit A (which Boise Office Solutions shall deliver to the Executive promptly after the date of Executive's termination of employment). The payments provided for in this *Section 6(e)* shall be made not later than the date the release described above becomes binding and irrevocable under applicable law.

(f) *Insurance Benefits.* If the Executive's employment is terminated in a Qualifying Termination during the Protection Period, Boise Office Solutions shall maintain in full force and effect for the 24 months following such termination all life insurance, disability insurance, accidental death and dismemberment insurance, dental coverage, and medical coverage in which the Executive and the Executive's dependents participated immediately before the Date of Termination, on the same cost-sharing basis that applied to the Executive immediately prior to the Executive's Date of Termination. If such participation (or a particular type of coverage) under any such plan or arrangement shall be barred, Boise Office Solutions shall provide the Executive with benefits, at the same after-tax cost to the Executive, that are substantially similar to those the Executive and the Executive's dependents would have otherwise received under this Section. If the Executive, as the result of the Qualifying Termination during the Protection Period, elects to convert his Long-Term Disability Insurance, if any, to a personal policy maintained by the carrier used by Boise Office Solutions (not greater than the coverage in effect immediately prior to the Qualifying Termination), Boise Office Solutions shall reimburse the Executive for any premiums paid during the applicable period following the Qualifying Termination. If the Executive's employment is terminated after the Protection Period, but during the Term, Boise Office Solutions shall have no obligations under this *Section 6(f)*, but Executive shall be entitled to receive such benefits for which Executive is enrolled, in accordance with the terms of such plan.

(g) *Death.* In the event of the Executive's death, Boise Office Solutions shall have no further obligations to the Executive under this Agreement, but the Executive's estate shall be entitled to receive death benefits under Boise Office Solutions' benefit plans and arrangements as may be applicable to the Executive.

(h) *Mitigation.* The Executive shall not be required to mitigate the amount of any payment provided for in *Sections 6(c), (d), (e), and (f)* by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in *Sections 6(c), (d), or (e)* be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise. Benefits otherwise receivable by the Executive pursuant to *Section 6(f)* shall be reduced to the extent comparable benefits are actually received by the Executive during the period *Section 6(f)* shall be applicable, and any such benefits actually received by the Executive shall be reported to Boise Office Solutions.

7. *Excise Taxes.* The following provisions shall apply to any excise tax imposed under Section 4999 of the Code (or its successor) (the "Excise Tax") as a result of payments due under *Section 6(d)*:

(a) Subject to *Section 7(b)* below, if it shall be determined that any payment or distribution by Boise Office Solutions to or for the benefit of the Executive, whether paid or payable or distributed or distributable as a result of payments due under *Section 6(d)* (a "Payment"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, Boise Office Solutions shall pay the Executive an additional amount (the "Gross-Up Payment"), such that the net amount retained by the Executive after deduction of any Excise Tax, and any federal, state, and local income tax; employment tax; excise tax; and other tax imposed upon the Gross-Up Payment, shall be equal to the Payment.

(b) Notwithstanding *Section 7(a)*, and notwithstanding any other provisions of this Agreement to the contrary, if the net after-tax benefit to the Executive of receiving the Gross-Up Payment does not exceed the Safe Harbor Amount (as defined below) by more than 10% (as compared to the net after-tax benefit to the Executive resulting from elimination of the Gross-Up Payment and reduction of the Payments to the Safe Harbor Amount), then (i) Boise Office Solutions shall not pay the Executive the Gross-Up Payment; and (ii) the provisions of *Section 7(c)* below shall apply. The term "Safe Harbor Amount" means the maximum dollar amount of parachute payments that may be paid to the Executive under Section 280G of the Code without imposition of an Excise Tax under Section 4999 of the Code.

(c) The provisions of this *Section 7(c)* shall apply only if Boise Office Solutions is not required to pay the Executive a Gross-Up Payment as a result of *Section 7(b)* above. If Boise Office Solutions is not required to pay the Executive a Gross-Up Payment as a result of the provisions of *Section 7(b)*, Boise Office Solutions will apply a limitation on the Payment amount as set forth below (a "Parachute Cap") as follows: The aggregate present value of the Payments under *Section 6(d)* of this Agreement ("Agreement Payments") shall be reduced (but not below zero) to the Reduced Amount. The "Reduced Amount" shall be an amount expressed in present value which maximizes the aggregate present value of the Agreement Payments without causing any Payment to be subject to the limitation of deduction under Section 280G of the Code. For purposes of this *Section 7*, "present value" shall be determined in accordance with Section 280G(d)(4) of the Code.

(d) If the Excise Tax is subsequently determined to be less than the amount taken into account hereunder at the time of termination of the Executive's employment (or such other time as is hereinafter described), the Executive shall repay to Boise Office Solutions, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to such reduction (plus that portion of the Gross-Up Payment attributable to the Excise Tax and federal, state, or local income tax imposed on the Gross-Up Payment being repaid by the Executive to the extent that such repayment results in a reduction in Excise Tax or a federal, state, or local income or employment tax deduction). If the Excise Tax exceeds the amount taken into account hereunder (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), Boise Office Solutions shall make an additional Gross-Up Payment in respect of such excess (plus any interest, penalties, or additions payable by the Executive with respect to such excess) at the time that the amount of such excess is finally determined. The Executive and Boise Office Solutions shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the total Payment.

(e) Except as set forth in the next sentence, all determinations to be made under this *Section 7* shall be made by the nationally recognized independent public accounting firm used by Boise Office Solutions immediately prior to the Date of Termination ("Accounting Firm"), which Accounting Firm shall provide its determinations and any supporting calculations to Boise Office Solutions and the Executive within ten days of the Executive's Date of Termination. The value of any noncompetition covenant applicable to the Executive shall be determined by independent appraisal by a nationally recognized business valuation firm selected by Boise Office Solutions, and a portion of the Payments shall, to the extent of that appraised value, be specifically allocated as reasonable compensation for such noncompetition covenant and shall not be treated as a parachute payment. If any Gross-Up Payment is required to be made, Boise Office Solutions shall make the Gross-Up Payment within ten days after receiving the Accounting Firm's calculations. Any such determination by the Accounting Firm shall be binding upon Boise Office Solutions and the Executive.

(f) All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this *Section 7* shall be borne solely by Boise Office Solutions.

8. *Confidentiality, Nonsolicitation and Covenant Not to Compete.* For the purposes of this Section 8, the term "Boise" shall include Boise Cascade Corporation (which shall include Boise Office Solutions) and the Combined Enterprise (which shall include OfficeMax), as well as their affiliates and subsidiaries.

(a) *Confidentiality.* Boise and/or the Combined Enterprise shall provide Executive with certain 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 Executive using the information, or any part thereof, described in the previous sentence. Notwithstanding the definition of Confidential Information as set forth above, Confidential Information shall not include information that is generally available to the public other than as a result of a prohibited disclosure by Executive. Executive recognizes that such information is the Confidential Information and trade secrets of Boise and/or the Combined Enterprise 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 customer. Further, upon termination of employment with the Combined Enterprise, Executive will continue to treat Confidential Information as private and privileged, and will not, either for Executive'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.

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

(c) *Nonsolicitation.* For a period beginning on the Effective Date and ending 12 months from the Date of Termination for whatever reason, Executive agrees that he shall not directly or indirectly for Executive's benefit or on behalf of any other party (other than Boise and/or the Combined Enterprise):

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

(ii) Solicit or discuss potential employment opportunities with any employee of Boise and/or the Combined Enterprise (other than for opportunities with Boise and/or the Combined Enterprise) or induce or attempt to induce any employee of Boise and/or the Combined Enterprise to leave the employ of Boise and/or the Combined Enterprise, or in any way interfere with the relationship between Boise and/or the Combined Enterprise and any employee thereof without the prior express written consent of Boise Office Solutions.

(iii) Offer, hire, or cause to be offered or hired any person who was employed by Boise and/or the Combined Enterprise at any time during the 12 months prior to the termination of Executive's employment with the Combined Enterprise.

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

(d) *Covenant Not to Compete.* Executive acknowledges that as a key management employee, Executive will be involved on a high level in the development, implementation, and management of the Combined Enterprise's business strategies and plans that by virtue of Executive's unique and sensitive position and special background, employment of Executive by a competitor of the Combined Enterprise represents a serious competitive danger to the Combined Enterprise, and the use of Executive's talent and knowledge and information about the Combined Enterprise's business strategies and plans can and would constitute a valuable competitive advantage over the Combined Enterprise. In view of the foregoing, Executive agrees that for a period of 12 months after termination of Executive's employment with the Combined Enterprise, whether such termination is voluntary or involuntary (or for a period of 12 months after a final judgment or injunction enforcing this covenant), Executive will not, directly or indirectly, own, manage, control, or participate in the ownership, management, or control of, or be employed or engaged by, or otherwise rendered service to, Staples, Office Depot (or any combination of Staples and Office Depot), or any other office products superstore retail chain, or any other business entity or person engaged in the sale or distribution of office supplies, paper, office furniture, computer consumables, or related office products or services in the Territory (as defined below); *provided, however*, that the ownership of not more than one (1%) of the equity of any publicly traded business entity will not be deemed a violation of this covenant. For purposes hereof, the Territory shall be all of North America, Australia, New Zealand, and wherever the Combined Enterprise has operations as of the Date of Termination.

(e) *Enforcement.* Executive expressly agrees and understands that the breach of this *Section 8* will cause immediate, irreparable, and immeasurable injury to Boise, and therefore agrees that in addition to any other rights Boise has in order to enforce this *Section 8*, Boise shall be entitled to injunctive relief without bond or other security by any competent court to enjoin and restrain the breach of this *Section 8*.

(f) *Severability.* In case any one or more of the terms contained in *Section 8(c)(i), (ii), or (iii)* or in *Section 8(c)* 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 *Section 8*. In addition, if any one or more of the terms contained in *Section 8(c)(i), (ii), or (iii)* or in *Section 8(c)* 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.

(g) *No Further Obligations of Boise.* If the Executive violates any provision of this *Section 8*, then the obligation of Boise Office Solutions to make any Retention Incentive payments or any payments due under the terms of *Sections 6(d), 6(e), or 6(f)* will terminate, and Executive will not be entitled to any such payments.

9. *Successors; Binding Agreement.*

(a) Boise Office Solutions shall be entitled to assign this Agreement to a successor without Executive's consent. Boise Office Solutions shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Combined Enterprise, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Boise Office Solutions would be required to perform it if no such succession had taken place. Failure of Boise Office Solutions to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from Boise Office Solutions in the same amount and on the same terms as the Executive would be entitled hereunder if the Executive had terminated the Executive's employment for Good Reason, except that for the purposes of implementing the foregoing, the date of which any such succession becomes effective shall be deemed the Date of Termination.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount is still payable, all such amounts shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee, or if there shall be no such designee, to the Executive's estate.

10. *Notice.* For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipts requested, postage prepaid as follows:

If, to the Executive:

Ryan Vero
Last home address shown
on Boise records

If, to Boise Office Solutions:

Boise Cascade Office
Products Corporation
Attention: CEO
150 Pierce Road
Itasca, IL 60143-1594

With copy to:

Boise Cascade Corporation
Attention: General Counsel
1111 West Jefferson Street
P.O. Box 50
Boise, ID 83728

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

11. *Miscellaneous.* By accepting, and as a condition to accepting, benefits payable under *Sections 6(d), 6(e), or 6(f)*, the Executive agrees to waive, and will be deemed to have waived, for the Term any right or entitlement to severance or termination benefits related to the Executive's termination of employment under any other severance or termination plan, policy, program, or arrangement, including, without limitation, the Prior Agreement and the Executive Severance Agreement. For the avoidance of doubt, the waiver described in the preceding sentence shall apply only during the Term and only to severance or termination benefits payable to the Executive under any such plan, policy, program, or arrangement (including the Prior Agreement and the Executive Severance Agreement). In addition, by executing this Agreement, the Executive hereby amends and supersedes the Prior Agreement and the Executive Severance Agreement by deleting them in their entirety. That is, after the execution of this Agreement, the Prior Agreement and the Executive Severance Agreement are void and have no further force or effect. In no event shall the Executive be entitled to duplicative payments or benefits under this Agreement and any other severance or termination plan, policy, program, or arrangement of Boise Office Solutions, its Parent, or their subsidiaries or affiliates. No provision of this Agreement may be modified, waived, or discharged, unless such waiver, modification, or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by Boise Cascade Corporation's Board of Directors. No waiver by either party hereto at any time of any breach by the other party hereof, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the state of Ohio (regardless of the law which may be applicable under principles of conflicts of law).

12. *Validity.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. *Arbitration.* Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Cleveland, Ohio, in accordance with the rules of (but not necessarily appointed by) the American Arbitration Association then in effect, except as provided herein. Judgment may be entered on the arbitrator's award in any court having jurisdiction, provided, however, that the Executive shall be entitled to seek specific performance of the Executive's right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement. No such arbitration proceedings shall be commenced or conducted until at least 60 days after the parties in good faith shall have attempted to resolve such dispute by mutual agreement; and the parties hereby agree to endeavor in good faith to resolve any

dispute by mutual agreement. If mutual agreement cannot be attained, any disputing party, by written notice to the other ("Arbitration Notice") may commence arbitration proceedings. Such arbitration shall be conducted before a panel of three arbitrators, one appointed by each party within 30 days after the date of the Arbitration Notice, and one chosen within 60 days after the date of the Arbitration Notice by the town arbitrators appointed by the disputing parties. Any Cleveland, Ohio, court of competent jurisdiction shall appoint any arbitrator that has not been appointed within such time periods. Judgment may include costs and attorneys' fees and may be entered in any court of competent jurisdiction.

15. *No Guaranty of Employment.* Neither this Agreement nor any action taken hereunder shall be construed as giving the Executive a right to be retained as an employee of the Combined Enterprise. Boise Office Solutions and/or the Combined Enterprise shall be entitled to terminate the Executive's employment at any time, subject to providing the benefits herein specified in accordance with the terms hereof. The Executive is free to resign from employment at any time, and Boise Office Solutions and/or the Combined Enterprise is free, subject to the terms of this Agreement, to terminate the Executive's employment at any time and for any reason.

16. *Waiver.* Executive acknowledges and confirms his previous waiver of any rights he may have had to benefits payable under *Section 6(e)* of OfficeMax, Inc.'s Annual Incentive Plan.

17. *Acknowledgement that the Terms of Employment do not Constitute "Good Reason."* By executing this Agreement, Executive acknowledges and agrees that the terms and conditions of employment, or any other term or condition provided in this Agreement, do not constitute "Good Reason" as that term is defined in Executive Severance Agreement and that no condition of "Good Reason" has occurred.

18. *Confidentiality.* Executive agrees that the terms of this Agreement are strictly confidential and that he may not disclose the existence of this Agreement, its term, or the amounts to be paid hereunder, to other individuals or entities. This prohibition does not preclude disclosure to Executive's financial, tax, or legal advisors, or spouse provided that Executive first advises and cautions any of the above individuals that the existence and terms of this Agreement are confidential and are not to be disclosed, and further that Executive obtains agreement from such individuals that they will abide by this confidentiality provision.

IN WITNESS WHEREOF, Boise Office Solutions and the Executive have caused this Agreement to be executed as of the date first written above.

/s/ RYAN VERO

BOISE CASCADE OFFICE
PRODUCTS CORPORATION
By

/s/ CHRISTOPHER MILLIKEN

Ryan Vero

Its

President and CEO

**EXHIBIT A
FORM OF
SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE ("Release") is made and entered into by and between _____ ("Executive") and BOISE CASCADE OFFICE PRODUCTS CORPORATION [or other Participating Employer] ("Employer") in connection with Executive's separation of employment with Employer, effective _____ ("Separation Date").

In consideration of the mutual promises and releases contained herein and other good and valuable consideration as set forth herein, it is hereby agreed as follows:

1. In full and final settlement of any claims and demands for relief which may be asserted by Executive against Employer, its parent, predecessors, successors and assigns, and the employees, current and former directors, officers, agents, attorneys, and representatives of same, Employer will pay Executive a lump sum equal to _____, subject to applicable tax and withholdings, which amount equals the cash severance benefits payable under the Employment Agreement dated _____, 2003, by and between Executive and Employer (the "Employment Agreement"). Executive agrees that such payment constitutes the exclusive payments due to Executive from Employer, except as specifically provided in Section 2 below. Executive shall receive such payment as soon as practicable after this Release becomes irrevocable.

2. Notwithstanding anything to the contrary contained herein, Executive and Employer agree and acknowledge that Executive is not waiving his rights to:

(a) Payment of Executive's salary, wage payments, sales bonuses or commissions, and/or reimbursable business expenses due as of the Separation Date, subject to applicable taxes and withholdings.

(b) Payment of Executive's accrued but unused Your Time Off as of the Separation Date, subject to applicable taxes and withholdings.

(c) Payment of Benefits accrued as of the Separation Date under any "employee benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended; *provided, however*, that as a condition to accepting the benefits payable under Section 1 above, Executive agrees to waive, and is deemed to have waived, any right or entitlement to severance or termination benefits related to Executive's termination of employment under any other severance or termination plan, policy, program, or arrangement.

(d) Executive's rights with respect to indemnification and directors' and officers' insurance coverage under Parent's corporate governance documents and directors' and officers' liability insurance coverage.

3. Executive hereby expressly agrees and acknowledges that any and all claims and demands for relief, of whatever nature or kind, including attorneys' fees, costs, and expenses, which Executive ever had or now has against Employer, its predecessors, successors, current and former employees, directors, officers, assigns, agents, attorneys and representatives, or affiliates, which arose out of or relate in any way to Executive's employment with or separation from employment with Employer and/or its predecessors, shall be forever waived, released, or discharged, including, but not limited to, (i) any claims under the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.*; the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, *et seq.*; the Family and Medical Leave Act, 29 U.S.C. Section 2601, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. Section 621, *et seq.*; Title VII of the Civil Rights Act of 1991, 42 U.S.C. Sections 1981 and 1981a; the American with Disabilities Act, 42 U.S.C. Section 12100, *et seq.*; [add references to applicable state or local laws]; and any federal, state, or local laws prohibiting employment discrimination; (ii) claims relating to harassment, breach of contract or wrongful discharge, or breach of express or implied covenants; and (iii) claims arising from any legal restrictions on Employer's right to terminate its employees.

4. Executive represents and agrees that he has not relied on any statements by Employer regarding his rights under the various federal and state laws prohibiting discrimination in the workplace and that he is hereby advised, cautioned, warned, recommended, encouraged, and provided the opportunity to discuss all aspects of the Release with counsel of his own choosing, and that he has carefully read the Release, and that he is voluntarily and of his own free will and without any duress of any kind or nature entering into the Release.

5. Executive acknowledges the receipt and sufficiency of the consideration adequate to support this Release in general, and in particular, the Executive's releases of rights set forth in paragraphs 2 and 3 hereto, since the Executive is receiving benefits under paragraph 1 that the Executive would otherwise not have been entitled to receive.

6. Executive and Employer further expressly agree and understand that the Severance Agreement and Release constitute the complete and entire agreement of the parties with respect to the subject matter hereof, and

that any other promises, inducements, representations, warranties, or agreements with respect to the subject matter hereof have been superseded hereby and are not intended to survive the Release, provided that any confidentiality, nonsolicitation and/or noncompete obligations binding on Executive shall continue to be binding on him in accordance with their terms. No amendment or modification of the Release shall be effective unless set forth in writing and signed by both the Executive and a duly authorized officer of Employer.

7. Executive and Employer agree that all matters relative to the construction and interpretation of this Release shall be construed and interpreted in accordance with the laws of the state of Ohio.

[8. Executive represents and agrees that he has been provided a period of 21 days to consider the terms of this Release and has been advised that, once executed, this Release may be revoked by Executive within seven days of execution.]

[Alternative paragraph (8), as appropriate:

8. Executive represents and agrees that he has been provided a period of 45 days to consider the terms of this Release and has been advised that, once executed, this Release may be revoked by Executive within seven days of execution.]

9. Employer is obligated to make the payments described in Section 1 above only providing the following conditions are met:

- (a) The seven-day revocation period under Section 8 expires without Executive revoking this Release;
- (b) Executive resigns as an officer of Employer;

10. Executive agrees not to disclose the terms of this Release to any person, except under the circumstances described in this Release.

11. This Release shall not become effective or enforceable until the eighth day after delivery of an executed copy by the Executive to the Employer, at which point it shall be effective and enforceable.

WITNESS

Date _____

Name of Executive

BOISE CASCADE OFFICE
PRODUCTS CORPORATION
[or other Employer]

Date _____

By _____

Title _____

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[Exhibit 10.55](#)

[EMPLOYMENT AGREEMENT](#)

**CEO CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES OXLEY ACT OF 2002**

I, George J. Harad, chief executive officer of OfficeMax Incorporated, certify that:

1. I have reviewed this annual report on Form 10-K/A of OfficeMax Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. [omitted pursuant to Division of Corporation Finance: Sarbanes-Oxley Act of 2002—Frequently Asked Questions November 8, 2002 (revised November 14, 2002)]
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 24, 2005

/s/ GEORGE J. HARAD

George J. Harad
Chief Executive Officer

QuickLinks

[Exhibit 31.1](#)

[CEO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES OXLEY ACT OF 2002](#)

**CFO CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES OXLEY ACT OF 2002**

I, Theodore Crumley, chief financial officer of OfficeMax Incorporated, certify that:

1. I have reviewed this annual report on Form 10-K/A of OfficeMax Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. [omitted pursuant to Division of Corporation Finance: Sarbanes-Oxley Act of 2002—Frequently Asked Questions November 8, 2002 (revised November 14, 2002)]
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 24, 2005

/s/ THEODORE CRUMLEY

Theodore Crumley
Chief Financial Officer

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[Exhibit 31.2](#)