UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report:	**February 15, 2006**
Date of earliest event reported:	**February 9, 2006**

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

Delaware	**1-5057**	**82-0100960**
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

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

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.

<u>2006 Annual Incentive Award Agreement</u>

On February 9, 2006, the Executive Compensation Committee of the board of directors of OfficeMax Incorporated (the "Company") approved the form of the 2006 Annual Incentive Award Agreement for elected executive officers. Annual incentive awards for the calendar year 2006 will be granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan"). The performance goals applicable to the awards are required to be set forth in the Agreement and issued to participants. The performance goals applicable to these awards are: sales growth, return on sales and EBIT dollars. Subject to certain exceptions, a participant must be employed by the Company on the last day of the applicable calendar period to be eligible to receive an award. The form of 2006 Annual Incentive Award Agreement is filed as Exhibit 10.1 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the 2006 Annual Incentive Award Agreement.

<u>2006 Restricted Stock Unit Award Agreement</u>

One portion of the compensation to be paid to our elected executive officers for the fiscal years 2006 and 2007 are equity grants issued under the Plan. On February 9, 2006, the Executive Compensation Committee of the board of directors of the Company approved a form of the 2006 Restricted Stock Unit Award Agreement (the "RSU Award Agreement"), under which our elected executive officers would be awarded restricted stock units pursuant to the Plan. Awards of restricted stock units for the fiscal year 2006 were approved in the following amounts for the following executive officers of the Company: Sam K. Duncan, 107,530 restricted stock units; Don Civgin, 29,790 restricted stock units; Michael D. Rowsey, 35,840 restricted stock units; Ryan T. Vero, 30,730 restricted stock units; and Phillip P. DePaul, 9,860 restricted stock units. Receipt of the restricted stock units under the RSU Award Agreement is based on the achievement of certain Return on Net Asset measures and EBIT criteria, with the final amounts adjusted based on Return on Sales for the fiscal years 2006 and 2007. The form of the RSU Award Agreement provides that participants must be employed by the Company on the vesting date in order for the units to vest (subject to exceptions in certain circumstances including involuntary termination, death or retirement, in which case a pro rata amount of units will vest on termination). The form of the RSU Award Agreement is filed as Exhibit 10.2 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the form of the RSU Award Agreement.

Executive Officer Severance Pay Policy

On February 10, 2006, the board of directors of the Company approved an amendment to the Company's Executive Officer Severance Pay Policy (as amended, the "Policy"). Under the Policy, any officer holding the title of vice president or above as of his or her date of termination of employment who is involuntarily terminated and meets other eligibility requirements is entitled to receive severance pay equal to one year's base salary at the officer's current base salary in effect as of the officer's date of termination.

The Company, at its sole discretion, may elect to make severance payment in equal payments over a twelve month period or in a lump sum. The Company may also, at its sole discretion, continue health, vision, and dental group insurance benefits during the COBRA period on behalf of the terminated executive officer for up to twelve months following his or her date of termination.

Any terminated executive officer accepting severance benefits under the Policy waives his or her right to receive any other severance pay or salary continuation severance benefits under any other Company plan, program, or arrangement with the Company.

The Policy is filed as Exhibit 10.3 to this Report on Form 8-K and is incorporated herein by reference. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Policy.

Director Compensation Increase

On February 10, 2006, the board of directors of the Company approved an increase in the annual equity award component of the compensation for non-employee directors from $45,000 to $55,000. The board of directors of the Company also approved an increase in the committee chair stipend for the chair of the Audit Committee from $20,000 to $30,000. All other components of the non-employee directors' compensation remain unchanged. This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Director Compensation Summary Sheet, which was filed as Exhibit 10.5 to our Report on Form 8-K that was filed on December 15, 2004 and is incorporated herein by reference.

Salary Increase for Chief Executive Officer

On February 10, 2006, the board of directors of the Company approved an increase in the annual base salary of Mr. Duncan, effective April 2, 2006, to $900,000.

Item 9.01 **Financial Statements and Exhibits.**

(c) Exhibits.

Exhibit 10.1 Form of 2006 Annual Incentive Award Agreement

Exhibit 10.2 Form of 2006 Restricted Stock Unit Award Agreement

Exhibit 10.3 Executive Officer Severance Pay Policy dated as of February 10, 2006

SIGNATURE

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

Dated: February 15, 2006

OFFICEMAX INCORPORATED

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

EXHIBIT INDEX

Number	Description
10.1	Form of 2006 Annual Incentive Award Agreement
10.2	Form of 2006 Restricted Stock Unit Award Agreement
10.3	Executive Officer Severance Pay Policy dated as of February 10, 2006

Exhibit 10.1

OFFICEMAX INCORPORATED

2006 Annual Incentive Award Agreement

This Annual Incentive Award **(the "Award") is granted on February 9, 2006 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to** <<insert name >> **("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms:**

1. The Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan.

2. For purposes of this Award, the following terms shall have the meanings stated below.

2.1. "Award Period" means the 2006 fiscal year.

2.2. "Base Salary" means your annual pay rate in effect at the end of the Award Period, without taking into account (a) any amounts deferred pursuant to an election under any 401(k) plan, pre-tax premium plan, deferred compensation plan, or flexible spending account sponsored by OfficeMax or any subsidiary, (b) any incentive compensation, employee benefit, or other cash benefit paid or provided under any incentive, bonus or employee benefit plan sponsored by OfficeMax or any subsidiary, or (c) any excellence award, gains upon stock option exercises, restricted stock grants or vesting, moving or travel expense reimbursement, imputed income, or tax gross-ups, without regard to whether the payment or gain is taxable income to you.

2.3. "EBIT Dollars" means OfficeMax's earnings from operations before interest and taxes, as calculated by OfficeMax in its sole discretion.

2.4. "Net Sales" means the gross sales or revenues less returns, allowances, rebates, and coupons for OfficeMax, as calculated by OfficeMax in its sole discretion.

2.5. "Performance Goals" means EBIT Dollars, Return on Sales and Sales Growth.

2.6. "Return on Sales" (ROS) means the ratio of reported operating profit to reported Net Sales, expressed as a percentage, for OfficeMax during the Award Period, as calculated by OfficeMax in its sole discretion.

2.7. "Sales Growth" means the percentage change in overall same location Net Sales for OfficeMax during the Award Period, adjusted for store closures, store openings, acquisitions, divestitures, and changes in fiscal periods, as calculated by OfficeMax in its sole discretion.

3. Your target award percentage is **<<insert >>** % of your Base Salary.

4. Your Award will be calculated based on the Performance Goals, as follows:

4.1. *Payout*. Each Performance Goal as a percent of target is weighted as follows: EBIT Dollars 50%, ROS 25%, Sales Growth 25%. Using the payout charts attached as Exhibit 1, a payout multiple will be identified for each Performance Goal.

4.2. *General Terms*. Payout multiples between numbers indicated on Exhibit 1 will be calculated using straight-line interpolation. Notwithstanding the Performance Goals and formulas set forth above, no award will be earned or paid for the Award Period unless OfficeMax has net income for the Award Period, as calculated by OfficeMax in its sole discretion.

5. This Award will be paid in cash.

6. If you terminate employment before December 31, 2006, your Award will be treated as follows:

6.1. If your termination of employment is a direct result of the sale or permanent closure of any facility or operating unit of OfficeMax or any subsidiary, or a bona fide curtailment, or a reduction in workforce, as determined by OfficeMax in its sole discretion, and you execute a waiver/release in the form required by OfficeMax, you will receive a pro rata Award, if an Award is paid, based on the number of days during the Award Period that you were employed and eligible over 365.

6.2. If your termination of employment is a result of your death or total and permanent disability, you will receive a pro rata Award, if an Award is paid, calculated as provided in paragraph 6.1.

6.3. If, at the time of your termination, you are at least age 55 and have at least 10 years of employment with OfficeMax, you will receive a pro rata Award, if an Award is paid, calculated as provided in paragraph 6.1.

6.4. Except as described in paragraphs 6.1, 6.2 and 6.3, you must be employed by OfficeMax or its subsidiary on the last day of the Award Period to be eligible to receive payment of an Award. If you terminate employment for any reason other than as described in paragraph 6.1, 6.2 or 6.3, whether your termination is voluntary or involuntary, with or without cause, you will not be eligible to receive payment of any Award for 2006.

7. The Committee reserves the right to reduce or eliminate the Award, whether or not the Performance Goals have been met.

8. In the event of a Change in Control (as defined in the Plan) prior to December 31, 2006, the provisions of the Plan shall apply.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before April 15, 2006, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, 150 E Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2460.

OfficeMax Incorporated	Awardee
By: ______________________________	______________________________

OFFICEMAX INCORPORATED

Restricted Stock Unit Award Agreement
Elected Officers

This Restricted Stock Unit **Award (the "Award"), is granted on February , 2006 (the "Award Date"), by OfficeMax Incorporated ("OfficeMax") to** <<insert name>> **("Awardee" or "you") pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan") and pursuant to the following terms:**

1. The Award is subject to all the terms and conditions of the Plan. All capitalized terms not defined in this Agreement shall have the meaning stated in the Plan.

2. You are hereby awarded a potential grant of **<<insert #RSUs>>** restricted stock units (your "Potential RSU Award") at no cost to you, subject to the restrictions set forth in the Plan and this Agreement.

3. Your Potential RSU Award shall be null and void if the fiscal years 2006 and 2007 Return on Net Assets (RONA), as calculated by OfficeMax in its sole discretion, does not reach a minimum criteria. For 2006 and 2007, the RONA minimum of **<<insert** >> % for each year must be reached or the RSU award shall be null and void.

4. Once the RONA in 3 above has been met, the sum of OfficeMax's reported Earnings Before Interest and Taxes ("EBIT") for its 2006 and 2007 fiscal years as calculated by OfficeMax in its sole discretion, must equal at least $ **<<insert** >> (the "EBIT Minimum").

5. If OfficeMax achieves the RONA and EBIT Minimums, then your Potential RSU Award with one half being adjusted based upon OfficeMax's 2006 Return on Sales ("ROS") as described below and the other half being adjusted based upon OfficeMax's 2007 ROS. ROS means the ratio of reported operating profit to reported Net Sales, expressed as a percentage, for OfficeMax during the relevant fiscal year, as calculated by OfficeMax in its sole discretion. "Net Sales" means the gross sales or revenues less returns, allowances, rebates, and coupons for OfficeMax, as calculated by OfficeMax in its sole discretion.

The first half of the Potential RSU Award shall be adjusted for 2006 ROS in accordance with the following chart and shall vest on February 8, 2008, and payable as soon as practical:

2006 Return on Sales	Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)
<<insert >>% or greater	**<<insert >>%**
<<insert >>%	**<<insert >>%**
<<insert >>%	**<<insert >>%**
< **<<insert >>%**	**<<insert >>%**

The second half of the Potential RSU Award shall be adjusted for 2007 ROS in accordance with the following chart and shall vest on February 8, 2009, and payable as soon as practical:

2007 Return on Sales	Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)
<<insert >>% or greater	**<<insert >>%**
<<insert >>%	**<<insert >>%**
<<insert >>%	**<<insert >>%**
< **<<insert >>%**	**<<insert >>%**

Where ROS falls between the numbers shown on the tables above, the Percentage of Potential RSU Award shall be calculated using straight-line interpolation.

6. The restrictions on the restricted stock units earned (after application of paragraphs 3, 4 and 5 above) will lapse and the units will vest at the times set forth in paragraph 5, above.

   a. If your termination of employment occurs before February 8, 2008 and: (i) you are involuntarily terminated not for "disciplinary reasons" as determined by the Company, (ii) you terminate employment as a result of death or total and permanent disability, or (iii) you voluntarily terminate employment and at the time of your termination you are at least age 55 and have at least 10 years of employment with OfficeMax, then the restrictions will lapse so that your restricted stock units shall vest in a pro rata manner as follows:

      A. A pro-rata portion of the percentage of the unvested units which would have otherwise vested February 8, 2008 based on the number of full months worked since the Award Date over 24 months, plus

      B. A pro rata portion of the percentage of unvested units which would have otherwise vested February 8, 2009 based on the number of full months worked since the Award Date over 36 months.

   b. If your termination of employment occurs between February 9, 2008, and February 8, 2009 and: (i) you are involuntarily terminated not for "disciplinary reasons" as determined by the Company, (ii) you terminate employment as a result of death or total and permanent disability, or (iii) you voluntarily terminate employment and at the time of your termination you are at least age 55 and have at least 10 years of employment with OfficeMax, then the restrictions on the unvested units which would have otherwise vested February 8, 2009, will lapse based on the number of full months worked since February 9, 2008, over 12 months.

c. Any units you receive under paragraphs 6.a or 6.b will be paid as soon as the Company's relative achievement of the performance measures has been

determined and applied to your Award as described in paragraphs 3, 4 and 5. Any unvested units remaining after payout will be forfeited.

d. Upon your voluntary or involuntary termination for any other reason, all units not yet vested at the time of termination will be immediately forfeited.

7. If you previously accepted an offer to relocate from OfficeMax's Shaker Heights, Ohio location to OfficeMax's Illinois location and you later rescind your acceptance, all units not yet vested at the time of such rescission will be immediately forfeited.

8. In the event of a Change in Control (as defined in the Plan) prior to the third anniversary of the Award Date, the continuing entity may either continue this Award or replace this Award with an award of at least equal value with terms and conditions not less favorable than the terms and conditions provided in this Award Agreement, in which case the Award will vest according to the terms of the applicable Award Agreement. If the continuing entity does not so continue or replace this Award, or if you experience a "qualifying termination" (such term to be defined in an agreement providing specific benefits upon a change in control or in the Plan), the Restriction Period will lapse with respect to all units not vested at the time of the Change in Control or your termination (as applicable), and all units will vest immediately.

9. The units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to vesting. Any attempt to transfer your rights in the awarded units prior to vesting will result in the immediate forfeiture of the units.

10. You will not receive dividends or dividend units on the awarded units. With respect to the awarded units, you are not a shareholder and do not have any voting rights.

11. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock. Partial shares, if any, will be paid in cash.

You must sign this Agreement and return it to OfficeMax's Compensation Department on or before April , 2006, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, 150 Pierce Road, Itasca, IL 60143, or fax your signed form to 630-438-2460.

OFFICEMAX INCORPORATED	AWARDEE
By: ______________________	______________________ Signature
	______________________ Printed Name

Exhibit 10.3

EXECUTIVE OFFICER SEVERANCE PAY POLICY
(Replacing Policy of January 1, 2005)

Eligibility

This Policy applies to any officer holding the title of vice president or above as of his/her date of termination of employment. Any such officer who is terminated involuntarily for any reason other than a Disciplinary Reason ("Eligible Officer") shall be eligible for benefits under this Policy.

The Company will have no obligation to provide any benefits under this Policy unless and until the Eligible Officer executes and delivers to the Company a General Waiver and Release of Claims in a form satisfactory to the Company. Nothing in this Policy alters the at-will employment relationship between any Eligible Officer and the Company.

The Company shall have the authority and discretion to interpret and construe these eligibility provisions, and the Company's determinations as to eligibility shall be made in its sole and absolute discretion.

This Policy shall constitute an "employee welfare benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This Policy shall constitute a "top hat" plan that only covers a select group of management or highly compensated employees.

Severance Pay

Subject to the eligibility requirements of this Policy, an Eligible Officer will be entitled to receive severance pay equal to one year's base salary at their current base salary in effect as of their date of termination.

The Company, at its sole discretion, may elect to make the severance payment in equal payments over a 12-month period or in a lump sum. The Company may also, at its sole discretion, continue health/vision/dental group insurance coverages at the associate rate during the COBRA period on behalf of the terminated executive officer for up to 12 months following his/her date of termination.

Any payments required to meet the Worker Adjustment Retraining and Notification Act (WARN) and/or any state legal notification requirements may be subtracted from the severance pay which would otherwise be due under this Policy.

Exclusions

Notwithstanding anything in this policy to the contrary, an officer is not eligible for benefits under this Policy under the following circumstances:

- If the officer resigns for any reason.

- If the officer's employment is terminated for a Disciplinary Reason.

- If the officer's employment is not terminated involuntarily by the Company. A transfer or other relocation of an officer's place of work is not a termination under this Policy if the officer continues employment with OfficeMax or, if not, the transfer or relocation offered is to a site within a reasonable distance of the officer's immediately prior work site.

- Mandatory retirement pursuant to the Company's Executive Officer Mandatory Retirement Policy will not be deemed an involuntary termination of employment for purposes of benefits under this Policy.

By their acceptance of severance benefits under this Policy, an Eligible Officer thereby waives his/her right to receive any other severance pay or salary continuation severance benefits under any other Company plan or program or arrangement with the Company.

Any obligation of the Company to provide severance pay and/or other benefits pursuant to this Policy shall immediately terminate if it is determined by the Company that the Eligible Officer has breached any obligation under their General Waiver and Release of claims and/or any obligation to the Company, including but not limited to obligations under a Nondisclosure and Non-Competition Agreement or Sign-on Award Agreement, or if the Eligible Officer is offered another position with OfficeMax that is reasonably consistent with his/her education, training, prior compensation and previous experience and is located within a reasonable distance from his/her prior worksite.

Definition of Disciplinary Reason

For the purpose of this Policy, "Disciplinary Reason" includes misconduct, including but not limited to refusal to obey instructions which are issued by a superior in the normal course of business; gross negligence; willful failure to perform the job in a satisfactory manner; reckless disregard for or knowing violation of any Company policy, work rules, or procedures causing injury to the Company; theft of Company or another associate's property; an act of embezzlement, fraud, or like violation of law; wrongful engagement in any activity that would breach the duty of loyalty to the Company; wrongful disclosure of confidential information of the Company; or a violation of the Company's Code of Ethics.

Plan Administration and Interpretation

The senior-most Human Resources Executive Officer of the Company is the Plan Administrator for purposes of Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Plan Administrator shall have the sole authority in the exercise of his/her discretion to interpret, apply, and administer the terms of the Plan and to determine eligibility for benefits of the Plan and the amount of any benefits under the Plan, and his/her determination of any such matters shall be final and binding. Benefits under the Plan will be paid only if the Plan Administrator determines in his/her discretion that a participant or beneficiary is entitled to them. The Plan Administrator may designate one or more individuals to carry out his/her functions as Plan Administrator.

Claims Procedure

Severance benefits will be provided to each participant as provided in the Plan. If a participant believes that he or she has not been provided with the severance benefits to which he or she is entitled under the Plan, then the participant may file a request for review within 90 days after the date he or she should have received such benefits under the Plan. The request for review must be submitted to the Plan Administrator. The Plan Administrator will respond to the request for review within 90 days after it is received setting forth, in writing, the reasons for its determination. If the participant’s request for review is denied, the participant may, within 60 days after receiving written notice of such denial, file an appeal to the General Counsel of the Company, setting forth the reason why the participant disagrees with the initial determination. The General Counsel shall respond to this request for reconsideration within 60 days after it is received setting forth, in writing, the reasons for its determination. If the participant subsequently wishes to file a claim against the Plan, any legal action must be filed within 90 days after the General Counsel’s final decision. No action at law or in equity shall be brought to recover benefits under this Plan until the claims procedure rights herein provided have been exercised and the Plan benefits requested in such claims process have been finally denied in whole or in part.

Plan Termination and Amendment

The Company reserves the right to amend, modify, or terminate the Plan at any time, in its sole discretion, without prior notice to participants. Any such amendment or termination shall be made by the Board of Directors of the Company or by action of a person or persons duly authorized by such Board. All participants shall receive any benefits to which they have become entitled under the Plan on or before the date the Plan terminates.