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 20, 2007**
Date of earliest event reported:	**February 14, 2007**

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.)

263 Shuman Blvd., Naperville, Illinois 60563
(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 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

2007 Annual Short-Term Incentive Program and Award Agreement

On February 14, 2007, the Executive Compensation Committee of the board of directors of OfficeMax Incorporated (the "Company") approved the 2007 Annual Short-Term Incentive Program and the form of the 2007 Annual Incentive Award Agreement. Annual incentive awards for the fiscal year 2007 will be granted pursuant to the 2003 OfficeMax Incentive and Performance Plan (the "Plan"). The committee established bonus targets that are expressed as a percentage of salary, objective performance criteria that must be met in order for bonuses to be paid, and the other terms and conditions of the awards. If paid, these annual incentive awards are paid in cash. The performance goals applicable to these awards are: EBIT dollars, return on sales and same location sales growth. These goals are weighted equally. To receive an award, participants must be employed by the Company on or before September 30 of the Plan year, must be employed by the Company for a minimum of 90 days during the Plan year and, subject to certain exceptions, must be employed by the Company at the time of award payment. In addition, no award will be earned or paid if the Company does not have net income for the award period or the participant is performing at an unsatisfactory performance level. The form of 2007 Annual Incentive Award Agreement is filed as Exhibit 99.1 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 2007 Annual Incentive Award Agreement.

2007 Long-Term Incentive Program and Restricted Stock Unit Award Agreement

One portion of the compensation to be paid to the Company's executive officers for the fiscal year 2007 is an equity grant issued under the Plan. On February 14, 2007, the Executive Compensation Committee of the board of directors of the Company approved the 2007 Long-Term Incentive Program and the form of the 2007 Restricted Stock Unit Award Agreement (the "RSU Award Agreement"), under which the Company's elected officers would be awarded restricted stock units pursuant to the Plan. Awards of restricted stock units for the fiscal year 2007 were approved in the following amounts for the following executive officers of the Company: Sam K. Duncan, 59,300 restricted stock units; Don Civgin, 15,980 restricted stock units; Michael D. Rowsey, 19,580 restricted stock units; Ryan T. Vero, 16,470 restricted stock units; and Phillip P. DePaul, 5,650 restricted stock units. Receipt of the restricted stock units under the RSU Award Agreement is based on the Company's achievement of a return on net asset minimum measure for fiscal years 2007 and 2008 and a two-year cumulative EBIT measure for fiscal years 2007 and 2008, with the final amounts adjusted based on Company return on sales for fiscal years 2007 and 2008. If paid, one half of the award will vest and be paid in February 2009 and the remaining half of the award will vest and be paid in February 2010. Awards are paid in shares of Company common stock. The form of the RSU Award Agreement provides that participants must be employed by the Company in order for the units to vest (subject to exceptions in certain circumstances including involuntary termination, death, disability or retirement, in which case a pro rata amount of units will vest and be paid after financial results are determined if the participant was employed with the company for a minimum of six months during fiscal years 2007 or 2008). Units may not be sold or transferred prior to vesting. In addition, recipients of the units do not receive dividends

and do not have voting rights until the units vest. The form of the RSU Award Agreement is filed as Exhibit 99.2 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 RSU Award Agreement.

Director Stock Compensation Plan

On February 14, 2007, the Executive Compensation Committee of the board of directors of the Company approved an amendment to the 2003 Director Stock Compensation Plan. The amendment ceased future stock options grants under the 2003 Directors' Stock Compensation Plan.

Director Compensation Increase

On February 15, 2007, the board of directors of the Company approved an increase in the annual equity award component of the compensation for non-employee directors from $55,000 to $75,000. The board of directors of the Company also approved an increase in the committee chair stipend for the chair of the Executive Compensation Committee from $10,000 to $20,000. 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 is filed as Exhibit 99.3 to this Report on Form 8-K and is incorporated herein by reference.

Salary Increases for Named Executive Officer

On February 14, 2007, the Executive Compensation Committee of the board of directors of the Company approved an increase in the annual base salaries of the named executive officers, effective in April 2007:

1.	Sam K. Duncan	$1, 000,000
2.	Don Civgin	$ 520,000
3.	Michael D. Rowsey	$ 538,000
4.	Ryan T. Vero	$ 518,000
5.	Phillip P. DePaul	$ 313,500

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit 99.1 Form of 2007 Annual Incentive Award Agreement

Exhibit 99.2 Form of 2007 Restricted Stock Unit Award Agreement

Exhibit 99.3 Director Compensation Summary Sheet

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 20, 2007

OFFICEMAX INCORPORATED

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

EXHIBIT INDEX

Number	Description
99.1	Form of 2007 Annual Incentive Award Agreement
99.2	Form of 2007 Restricted Stock Unit Award Agreement
99.3	Director Compensation Summary Sheet

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OFFICEMAX INCORPORATED
2007 Annual Incentive Award Agreement

This **Annual Incentive Award** (the "Award") is granted on February , 2007 (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 2007 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 Goal" means EBIT Dollars, Return on Sales and Sales Growth.

2.6. "Return on Sales" 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. *Weighting of Performance Goals*. Each Performance Goal as a percent of your target Award is weighted as shown in the chart below.

4.2. Using the chart below a payout multiple will be identified for each Performance Goal.

Global Sales Growth Weight 33.3%		**Global Return on Sales Weight 33.3%**		**Global EBIT Dollars Weight 33.3%**	
Sales Growth (Rounded%)	**Payout Multiple**	**Return on Sales (Rounded%)**	**Payout Multiple**	**EBIT Dollars ($mm)**	**Payout Multiple**

4.3. *General Terms.*

4.3.1. Payout multiples between numbers indicated on chart above will be calculated using straight-line interpolation

4.3.2. Notwithstanding the Performance Goals and formulas set forth above, no Award will be earned or paid for the Award Period if (a) OfficeMax does not have net income for the Award Period, as calculated by OfficeMax in its sole discretion; OR (b) you are performing at an unsatisfactory performance level (as defined under OfficeMax's performance management system in place at the time of payment).

4.3.3. Any Award that is earned will be paid in cash.

4.3.4. If you are on a leave of absence during the Award Period, any Award received by you shall be prorated based solely on the time you actually worked during the Award Period.

5. If you terminate employment before the Award is paid, your Award will be treated as follows:

5.1. 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.

5.2. 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 5.1.

5.3. 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 5.1.

5.4. You must be employed with OfficeMax for a minimum of 90 days during the Award Period in order to be eligible for any pro rata payment described in this paragraph 5.

5.5. Except as described in paragraphs 5.1, 5.2 and 5.3, you must be employed by OfficeMax or its subsidiary on the date Awards are paid in order to be eligible to receive payment of an Award. If you terminate employment for any reason other than as described in paragraph 5.1, 5.2 or 5.3, whether your termination is voluntary or involuntary, with or without cause, you will not be eligible to receive payment of any Award for 2007.

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

7. In the event of a Change in Control (as defined in the Plan) prior to December 31, 2007, 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, 2007, or the Award will be forfeited. Return your executed Agreement to: Pam Delaney, OfficeMax, 263 Shuman Blvd. Naperville, IL 60563, or fax your signed form to 630-647-3722.

OfficeMax Incorporated Awardee

By: ______________________________________ ____________________ 60;___________________

Exhibit 99.2

OFFICEMAX INCORPORATED
Restricted Stock Unit Award Agreement
Elected Officers

This **Restricted Stock Unit** Award (the “Award”), is granted on February , 2007 (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. **If there is any inconsistency between the terms of this Award Agreement and the terms of the Plan, the terms of this Award Agreement shall supersede and replace the conflicting terms of the Plan.**

2. You are hereby awarded a 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 OfficeMax’s Return on Net Assets (RONA) for fiscal years 2007 and 2008, as calculated by OfficeMax in its sole discretion, does not reach a minimum amount. For 2007 and 2008, the RONA minimum of % for each year must be reached or the RSU award shall be null and void.

4. Once the RONA target set forth in paragraph 3 above has been met, the sum of OfficeMax’s reported Earnings Before Interest and Taxes (“EBIT”) for its 2007 and 2008 fiscal years as calculated by OfficeMax in its sole discretion, must equal at least $ million (the “EBIT Minimum”).

5. If OfficeMax achieves the RONA and EBIT Minimums, then your Potential RSU Award will be adjusted as follows: one half will be adjusted based upon OfficeMax’s 2007 Return on Sales (“ROS”) as described below, and the other half will be adjusted based upon OfficeMax’s 2008 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 your Potential RSU Award shall be adjusted for 2007 ROS in accordance with the following chart and shall vest on February , 2009, and payable as soon as practical thereafter:

2007 Return on Sales	**Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)**

   The second half of your Potential RSU Award shall be adjusted for 2008 ROS in accordance with the following chart and shall vest on February , 2010, and payable as soon as practical thereafter:

2007 Return on Sales	**Percentage of Potential RSU Award (Based on Number of RSUs Granted at Target)**

   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 , 2009 and: (i) you are involuntarily terminated in a situation qualifying you for severance payments under a Company plan, (ii) you terminate employment as a result of your 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 , 2009 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 , 2010 based on the number of full months worked since the Award Date over 36 months.

   b. If your termination of employment occurs between February , 2009, and February , 2010 and: (i) you are involuntarily terminated in a situation qualifying you for severance payments under a Company plan, (ii) you terminate employment as a result of your 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 , 2010, will lapse based on the number of full months worked since the Award Date over 36 months.

c. You must be employed with the Company for a minimum of six months during fiscal years 2007 or 2008 in order to be eligible for a pro rata payment under the terms of paragraph 6.a or 6.b.

d. 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, or within 30 days of your termination, if later. Any unvested units remaining after payout will be forfeited.

e. In the event of the death of a participant, payment with respect to the units shall be made only by or to the beneficiary, executor or administrator of the estate of the deceased participant or the person or persons to whom the deceased participant's rights under the benefit shall pass by will or the laws of descent and distribution.

f. 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. 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.

8. The units awarded pursuant to this Agreement cannot be sold, assigned, pledged, hypothecated, transferred, or otherwise encumbered prior to vesting. Any attempt to transfer your rights in the awarded units prior to vesting will result in the immediate forfeiture of the units. Subject to the approval of the Company in its sole discretion, units may be transferable to members of the immediate family of the participant and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only stockholders.

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

10. Vested restricted stock units will be paid to you in whole shares of OfficeMax common stock; provided, however, that, if in OfficeMax's good faith determination, some or all of the remuneration attributable to this payment is not deductible by OfficeMax for federal income tax purposes pursuant to Section 162(m) of the Code, then payment of such units will occur the day following the six month anniversary of your termination of employment with OfficeMax.

11. The amount of shares to be paid to you will be reduced by that number of shares having a Fair Market Value equal to the required federal and state withholding amounts triggered by the vesting of your restricted stock units; provided, however, that you may elect within 60 calendar days from the Award Date to satisfy such withholding requirements in cash. Partial shares, if any, will be paid in cash and applied towards withholding.

12. Acceptance of Terms and Conditions. By electronically accepting this Award within 30 days after the date of the electronic mail notification by the Company of the grant of this Award ("Email Notification Date"), the Awardee agrees to be bound by the foregoing terms and conditions, and all rules and regulations established by the Company in connection with awards issued under this Award Agreement. If the Awardee does not electronically accept this Award within 30 days of the Email Notification Date, Awardee will not be entitled to this Award

Exhibit 99.3

DIRECTORS COMPENSATION SUMMARY SHEET

Nonemployee directors receive compensation for board service. Payment dates are the last working day of March, June, September, and December. That compensation includes:

Annual Retainer:	$51,000
Committee Chair Stipend:	$30,000 annually for Audit Committee chair
	$20,000 annually for Executive Compensation Committee Chair
	$20,000 for lead independent director
	$10,000 annually for all other committee chairs
Attendance Fees:	$2,000 for each board meeting (attended in person, conducted by telephone, or written consent in lieu of meeting)
	$1,000 for each committee meeting (attended in person, conducted by telephone, or written consent in lieu of meeting)
	Expenses related to attendance
Equity Based Comp Award:	$75,000 annually