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**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, DC 20549**

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**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): November 14, 2005**

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**THE TJX COMPANIES, INC.**

(Exact name of Registrant as specified in charter)

DELAWARE  
(State or other jurisdiction  
of incorporation)

1-4908  
(Common File  
Number)

04-2207613  
(I.R.S. employer  
identification No.)

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770 Cochituate Road, Framingham, MA 01701  
(Address of Principal Executive Offices) (Zip Code)

(508) 390-1000  
Registrant's Telephone Number (including area code)

N/A  
(Former name or former address,  
if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On November 14, 2005, The TJX Companies, Inc., or TJX, entered into a Letter Agreement (the "Agreement") with Bernard Cammarata, Chairman of the Board and interim Chief Executive Officer of TJX that amends certain provisions of the Employment Agreement dated as of June 3, 2003 between TJX and Mr. Cammarata. A copy of the Agreement is attached as Exhibit 10.1 and is incorporated herein by reference.

Pursuant to the Agreement, Mr. Cammarata will be paid a base salary at an annual rate of \$1,000,000 during the period he serves both as interim Chief Executive Officer and Chairman of the Board, effective from September 13, 2005, the date on which he assumed the additional duties of interim Chief Executive Officer. In addition, pursuant to the Agreement, Mr. Cammarata was granted a performance-based restricted stock award of 47,000 shares of TJX common stock (with vesting to be based on the performance conditions to be established for TJX's Management Incentive Plan for the fiscal year ending in January 2007) and a performance-based deferred stock award for up to 94,000 shares of TJX common stock (with vesting to be based on the average closing price of TJX common stock over the sixty-day period immediately following the public release of financial information for TJX's fiscal year ending in January 2007). For both stock awards, upon a change of control Mr. Cammarata would be immediately entitled to any unvested shares that had not previously been forfeited, whether or not the performance conditions had been satisfied. The form of a performance-based deferred stock award under TJX's Stock Incentive Plan is attached as Exhibit 10.2 and is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(D) EXHIBITS

<u>Exhibit Number</u>	<u>Title</u>
10.1	Letter Agreement dated November 14, 2005 between The TJX Companies, Inc. and Bernard Cammarata.
10.2	Form of Performance-Based Deferred Stock Award.

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SIGNATURES

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.

THE TJX COMPANIES, INC.

Dated: November 17, 2005

/s/ Jeffrey G. Naylor  
Jeffrey G. Naylor  
Senior Executive Vice President and  
Chief Financial Officer

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement dated November 14, 2005 between The TJX Companies, Inc. and Bernard Cammarata.
10.2	Form of Performance-Based Deferred Stock Award.

November 14, 2005

Mr. Bernard Cammarata  
Chairman and Interim Chief Executive Officer  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Amendment of Employment Agreement

Dear Ben:

I refer to the Employment Agreement between you and The TJX Companies, Inc. (the "Company") dated as of June 3, 2003 (the "Employment Agreement"), under which you are currently serving as Chairman of the Board. Since September 13, 2005 you have also agreed to serve as interim Chief Executive Officer of the Company. The purpose of this letter is to formalize certain changes to the Employment Agreement, as specified below, to reflect the additional duties that you have assumed.

Notwithstanding Section 2(a) of the Employment Agreement, you and the Company have agreed that in addition to your duties as Chairman under the Employment Agreement you will serve as interim Chief Executive Officer until such time as you are replaced or resign from that position, and as Chief Executive Officer will perform such duties as are from time to time specified by the Board of Directors of the Company. To reflect your additional duties, during the period you serve both as interim Chief Executive Officer and Chairman you will be paid base salary at an annual rate equal to \$1 million. This increase salary will be paid as follows: (i) your base salary payment for the first pay period beginning after the date of this letter agreement shall include a payment of \$92,308, representing an adjustment for the period from September 13, 2005 through the date of employment covered by such pay period to bring the total annual rate of base salary for such period to an annual rate of \$1 million, and (ii) your base salary for subsequent pay periods during the period you are serving as both Chairman and interim Chief Executive Officer shall be paid at a rate that reflects the \$1 million annual rate. If your employment with the Company as Chairman terminates under circumstances entitling you to a payment under Section 5(a)(i) or Section 5(b) of the Employment Agreement or under Section C.1(a) of Exhibit C of the Employment Agreement, and if immediately prior thereto you were also serving as interim Chief Executive Officer of the Company, any such payment determined by reference to your base salary shall be determined by reference to your adjusted annual rate of Base Salary as described in this paragraph.

Notwithstanding Section 3(c)(ii) of the Employment Agreement, and in recognition of your additional duties as interim Chief Executive Officer, the Executive Compensation Committee of the Board of Directors of the Company has awarded you, effective as of today's date, two performance awards under the Company's Stock Incentive Plan: one of performance-based restricted stock for a total of 47,000 shares, the other of performance-based deferred stock for up to 94,000 shares. The terms of each of those awards have been set forth in the applicable award documentation provided to you, subject to the terms of the Stock Incentive Plan.

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Except as otherwise provided in this letter agreement, the terms and conditions of the Employment Agreement remain unchanged and in full force and effect. If these changes are acceptable to you, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below, whereupon this letter agreement shall take effect immediately in accordance with its terms.

THE TJX COMPANIES, INC.

By: /s/ Robert F. Shapiro  
Robert F. Shapiro  
Director and Member of the Executive  
Compensation Committee

Accepted and agreed as of the  
date first above written:

/s/ Bernard Cammarata  
Bernard Cammarata



THE TJX COMPANIES, INC.  
PERFORMANCE-BASED DEFERRED STOCK AWARD  
GRANTED UNDER STOCK INCENTIVE PLAN

This certificate evidences an award (the "Award") of performance-based deferred stock granted to the Grantee named below ("Grantee") under the Stock Incentive Plan (the "Plan") of The TJX Companies, Inc. (the "Company"). The Award represented by this certificate is intended to qualify under Sections 7 and 8 of the Plan. The Award is subject to the terms and conditions of the Plan, as from time to time amended, the provisions of which are incorporated by reference in this certificate. Terms defined in the Plan are used in this certificate as so defined.

1. GRANTEE:

2. NATURE OF AWARD: The Company agrees to transfer the number of shares of Stock provided in Section 3 to Grantee (or, in the event of Grantee's death, to Grantee's beneficiary designated prior to death in a manner acceptable to the Company, or, if no such beneficiary has been so designated, to Grantee's estate) (such designated beneficiary or the estate, as the case may be, being herein referred to as Grantee's "Beneficiary") at the times and upon achievement of the conditions specified in Section 5, subject to the terms and conditions of the Plan and the Award. The Award is unfunded and unsecured, and Grantee's rights to any Stock hereunder shall be no greater than those of an unsecured general creditor of the Company. The Award may not be assigned, transferred, pledged, hypothecated or otherwise disposed of, except for disposition at death as provided above. The Award does not entitle Grantee to any rights as a shareholder with respect to any shares of Stock subject to the Award, unless and until such shares of Stock have been transferred to Grantee. The Award is intended to constitute an arrangement that qualifies as a "short term deferral" exempt from the requirements of Section 409A of the Code, and shall be construed accordingly. The Award **[is/is not]** intended to constitute a Qualifying Award.

3. NUMBER OF SHARES OF DEFERRED STOCK:

4. DATE OF GRANT OF AWARD:

5. PERFORMANCE VESTING CRITERIA: Grantee shall be entitled to have transferred to Grantee the following number of shares of Stock subject to the Award upon the satisfaction of the following performance condition(s) or in connection with a Change of Control as provided in Section 6:

**[specify]**

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**[Add following sentence if the Award is a Qualifying Award:]** None of the foregoing performance conditions shall be deemed to have been satisfied unless the Committee shall have so certified in accordance with Section 162(m) of the Code.

If a performance condition required for the vesting of any portion of the Award is not satisfied at the time or within the time frame specified above, such portion of the Award shall thereupon be immediately forfeited.

6. CHANGE OF CONTROL. Upon the occurrence of a Change of Control, Grantee shall immediately and automatically be entitled to have transferred to Grantee any shares of Stock to which Grantee has not yet become entitled pursuant to Section 5 and which prior to the Change of Control had not been forfeited (whether or not the performance condition(s) specified under Section 5 above has/have been satisfied).

7. TRANSFER OF STOCK: As soon as practicable after Grantee's right to have transferred to Grantee any share of Stock subject to the Award has vested under Section 5 or Section 6 above, but in no event later than the 15<sup>th</sup> day of the 3<sup>rd</sup> month following the close of the calendar year in which such vesting occurs or, if later, the close of the fiscal year of the Company in which such vesting occurs, the Company shall transfer to Grantee (or, if Grantee has died, to Grantee's Beneficiary) such share of Stock evidenced either by a stock certificate or by such other evidence of record ownership as the Company deems appropriate. Notwithstanding the foregoing, if Grantee's right to any share of Stock subject to the Award vests in connection with a Change of Control, or has previously vested but such share of Stock has not yet been transferred prior to the Change of Control, the Company in its discretion, to the extent consistent with Section 409A of the Code and subject to such conditions as the Company may prescribe (including, where vesting has not yet occurred, a condition that the Stock be relinquished if the Change of Control does not occur), may transfer such Share of Stock to Grantee sufficiently in advance of the Change of Control to permit Grantee to participate in the Change of Control as a shareholder with respect to such share of Stock.

8. TERMINATION OF EMPLOYMENT: In the event of the termination of employment of Grantee with the Company or any of its subsidiaries for any reason, Grantee shall immediately and automatically forfeit all rights to the Award, including to the receipt of any shares of Stock under the Award, except as follows. If termination of employment occurs by reason of one of the following events, Grantee shall retain (and shall not automatically forfeit) the Award to the extent specified below and shall immediately and automatically forfeit the balance (if any) of the Award:

Event	Portion of Award Retained
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Any portion of the Award retained upon a termination of employment shall vest only to the extent, if any, provided under Sections 5 and 6 above.

9. DIVIDENDS: Unless specified below in this Section 9, Grantee shall not be entitled to any dividends or other distributions, including amounts in lieu of dividends, with respect to shares of Stock subject to the Award except as to shares of Stock actually transferred to Grantee under Section 7 above as to which Grantee is the record owner on the record date for the dividend or other distribution. **[Specify exceptions if any.]**

10. ADJUSTMENTS: The Award and the shares of Stock subject to the Award are subject to adjustment as provided in Section 3(a) of the Plan.

11. WITHHOLDING: Grantee or Beneficiary shall, no later than the date on which any share of Stock is transferred to Grantee or Beneficiary and as a condition to such transfer, pay to the Company in cash, or make arrangements satisfactory to the Committee regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld with respect to such income. If any taxes are required to be withheld prior to such transfer of such share of Stock (for example, upon the vesting of the right to receive such share), the Company may require Grantee or Beneficiary to pay such taxes timely in cash by separate payment, may withhold the required taxes from other amounts payable to Grantee or Beneficiary, or may agree with Grantee or Beneficiary on other arrangements for the payment of such taxes, all as the Company determines in its discretion.

12. SECTION 83(b) NOT APPLICABLE: Because the Award does not give to Grantee a present ownership right in any Stock, but only a conditional right to acquire shares of Stock in the future, Grantee shall not be entitled to make a so-called "83(b) election" with respect to the shares of Stock subject to the Award.

THE TJX COMPANIES, INC.

BY: \_\_\_\_\_

Date: \_\_\_\_\_