
**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 (Date of Earliest Event Reported): May 12, 2006

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.)

770 Cochituate Road, Framingham, MA

(Address of Principal Executive Offices)

01701

(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 May 12, 2006 The TJX Companies, Inc. entered into an amendment to its \$500 million unsecured four-year revolving credit agreement with various financial institutions as lenders, including Bank of America, N.A., as administrative agent, JPMorgan Chase Bank and The Bank of New York, as syndication agents, and Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as documentation agents, extending the maturity date until May 5, 2010, and an amendment to its \$500 million unsecured five-year revolving credit agreement with various financial institutions as lenders, including Bank of America, N.A., as administrative agent, JPMorgan Chase Bank and The Bank of New York, as syndication agents, and Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as documentation agents, extending the maturity date until May 5, 2011. The full text of the amendments to the Credit Agreements is attached as Exhibit 10.1 and 10.2 to this Current Report on Form 8-K.

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ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(C) EXHIBITS

| <u>Exhibit Number</u> | <u>Title</u> |
|-----------------------|--|
| 10.1 | Amendment No. 1 dated May 12, 2006 to 4-Year Revolving Credit Agreement dated May 5, 2005 among various financial institutions as lenders, including Bank of America, N.A., JPMorgan Chase Bank, National Association, The Bank of New York, Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as co-agents, and TJX. |
| 10.2 | Amendment No. 1 dated May 12, 2006 to 5-Year Revolving Credit Agreement dated May 5, 2005 among various financial institutions as lenders, including Bank of America, N.A., JPMorgan Chase Bank, National Association, The Bank of New York, Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as co-agents, and TJX. |

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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.

By: /s/ Jeffrey G. Naylor

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

Dated: May 17, 2006

EXHIBIT INDEX

| <u>Exhibit Number</u> | <u>Description</u> |
|-----------------------|--|
| 10.1 | Amendment No. 1 dated May 12, 2006 to 4-Year Revolving Credit Agreement dated May 5, 2005 among various financial institutions as lenders, including Bank of America, N.A., JPMorgan Chase Bank, National Association, The Bank of New York, Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as co-agents, and TJX. |
| 10.2 | Amendment No. 1 dated May 12, 2006 to 5-Year Revolving Credit Agreement dated May 5, 2005 among various financial institutions as lenders, including Bank of America, N.A., JPMorgan Chase Bank, National Association, The Bank of New York, Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as co-agents, and TJX. |

AMENDMENT NO. 1

to

4-YEAR REVOLVING CREDIT AGREEMENT

THIS AMENDMENT NO. 1 TO THE 4-YEAR REVOLVING CREDIT AGREEMENT (the "Amendment") is made as of May 12, 2006 by and among THE TJX COMPANIES, INC. (the "Borrower"), the financial institutions listed on the signature pages hereof (the "Lenders"), BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and THE BANK OF NEW YORK, as syndication agents (the "Syndication Agents") and CITIZENS BANK OF MASSACHUSETTS, KEYBANK NATIONAL ASSOCIATION and UNION BANK OF CALIFORNIA, N.A., as documentation agents (the "Documentation Agents"; collectively with the Administrative Agent and the Syndication Agents, the "Agents") under that certain 4-Year Revolving Credit Agreement dated as of May 5, 2005 by and among the Borrower, the financial institutions party thereto, the Administrative Agent, the Syndication Agents and the Documentation Agents (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein and not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

WITNESSETH

WHEREAS, the Borrower, the Lenders, the Administrative Agent, the Syndication Agents and the Documentation Agents are parties to the Credit Agreement; and

WHEREAS, the Borrower has requested that the Agents and all of the Lenders amend the Credit Agreement on the terms and conditions set forth herein; and

WHEREAS, the Borrower, the Lenders and the Agents have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed to the following amendments to the Credit Agreement:

1. Amendments to the Credit Agreement. Effective as of May 12, 2006 (the "Effective Date") and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

1.1 Section 1.1 of the Credit Agreement is amended to delete the phrase "May 5, 2009" now appearing in the definition of "Facility Termination Date", and to substitute the following therefor: "May 5, 2010".

1.2 Section 2.18 of the Credit Agreement is amended to delete the table now appearing therein, and to substitute the following therefor:

EURODOLLAR APPLICABLE MARGINS
 APPLICABLE FACILITY FEE RATES
 AND APPLICABLE UTILIZATION FEE RATES
 (IN BASIS POINTS)

| CREDIT RATINGS | AT LEAST A+ FROM S&P OR A1 FROM MOODY'S | AT LEAST A FROM S&P OR A2 FROM MOODY'S | AT LEAST A- FROM S&P OR A3 FROM MOODY'S | AT LEAST BBB+ FROM S&P OR Baa1 FROM MOODY'S | AT LEAST BBB FROM S&P OR Baa2 FROM MOODY'S | NO OTHER PRICING LEVEL APPLIES |
|---------------------------------|---|--|---|---|--|--------------------------------|
| Eurodollar Applicable Margin | 17.5 | 19.0 | 23.0 | 29.5 | 35.0 | 42.5 |
| Applicable Facility Fee | 5.0 | 6.0 | 7.0 | 8.0 | 10.0 | 12.5 |
| Applicable Utilization Fee Rate | 5.0 | 5.0 | 5.0 | 5.0 | 10.0 | 10.0 |

1.3 Sections 5.4 and 5.5 of the Credit Agreement are amended to delete the phrase "January 29, 2005" now appearing therein, and to substitute the following therefor: "January 28, 2006".

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that the Administrative Agent shall have received the following:

(a) duly executed copies of this Amendment from each of the Borrower, the Administrative Agent, the Syndication Agents, the Documentation Agents and the Lenders;

(b) the Upfront Fee (as defined below);

(c) any other fee (including, but not limited to, to the extent invoiced, reasonable attorneys' fees and expenses) payable to the Agents in connection with this Amendment, which fees may be paid directly to the Agents; and

(d) a Certificate of the Secretary of the Borrower certifying (i) its certificate of incorporation and by-laws (or equivalent governing documents), together with all amendments thereto, (ii) resolutions of the board of directors (or similar governing body or committee with authority to approve the proposed transactions) of the Borrower approving and authorizing the execution, delivery and performance of this Amendment, and (iii) only to the extent of any changes from the incumbency certified as of May 5, 2005, the incumbency and the signatures of the officers, identified by name and title, of the Borrower authorized to execute this Amendment.

3. Upfront Fee. On the Effective Date, the Borrower shall pay to the Administrative Agent for the account of each Lender an upfront fee (the "Upfront Fee") in an amount equal to 0.015% (1.5 basis points) multiplied by such Lender's Commitment.

4. Representations and Warranties of the Borrower.

4.1 The Borrower hereby represents and warrants that this Amendment and the Credit Agreement as previously executed and as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms (except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally).

4.2 Upon the effectiveness of this Amendment and after giving effect hereto, the Borrower hereby (i) reaffirms all representations and warranties contained in Article V of the Credit Agreement, as amended hereby, and agrees that all such representations and warranties are true and correct in all material respects, as though made on and as of the Effective Date, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall be true and correct on and as of such earlier date and (ii) certifies to the Agents and the Lenders that no Default or Unmatured Default has occurred and is continuing.

5. Reference to the Effect on the Credit Agreement.

5.1 Upon the effectiveness of Section 1 hereof, on and after the date hereof, each reference in the Credit Agreement or in any other Loan Document (including any reference therein to "this Credit Agreement," "hereunder," "hereof," "herein" or words of like import referring thereto) or in any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

- 5.2 Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.
- 5.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

6. Governing Law. THE ADMINISTRATIVE AGENT ACCEPTS THIS AMENDMENT, ON BEHALF OF ITSELF AND THE LENDERS, AT NEW YORK, NEW YORK BY ACKNOWLEDGING AND AGREEING TO IT THERE. ANY DISPUTE BETWEEN THE BORROWER AND ANY OF THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY OTHER HOLDER OF THE OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

THE TJX COMPANIES, INC., as the Borrower

By: /s/ Mary B. Reynolds

Name: Mary B. Reynolds
Title: Vice President - Finance Treasurer

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

BANK OF AMERICA, N.A., as
Administrative Agent and as a Lender

By: /s/ Mollie S. Canup

Name: Mollie S. Canup
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

THE BANK OF NEW YORK, as a
Syndication Agent and as a Lender

By: /s/ Michael V. Flannery

Name: Michael V. Flannery
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

JPMORGAN CHASE BANK NATIONAL
ASSOCIATION, as a Syndication Agent
and as a Lender

By: /s/ Teri Streusand

Name: Teri Streusand
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

CITIZENS BANK OF
MASSACHUSETTS, as a Documentation
Agent and as a Lender

By: /s/ Stephen F. Foley

Name: Stephen F. Foley
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

KEYBANK NATIONAL ASSOCIATION,
as a Documentation Agent and as a Lender

By: /s/ Marianne T. Meil

Name: Marianne T. Meil
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

UNION BANK OF CALIFORNIA, N.A., as
a Documentation Agent and as a Lender

By: /s/ Theresa L. Rocha

Name: Theresa L. Rocha
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

FIFTH THIRD BANK, as a Lender

By: /s/ Brooke Balcom

Name: Brooke Balcom

Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as a Lender

By: /s/ Jordan R. Fragiaco

Name: Jordan R. Fragiaco
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Michael Nardo

Name: Michael Nardo
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

MELLON BANK, N.A., as a Lender

By: /s/ William M. Feathers

Name: William M. Feathers

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Heather Hinkelman

Name: Heather Hinkelman
Title: Banking Officer

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Todd Meller

Name: Todd Meller
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

SUNTRUST BANK, N.A., as a Lender

By: /s/ Robert Maddox

Name: Robert Maddox
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

SOVEREIGN BANK, as a Lender

By: /s/ Judith C.E. Kelly

Name: Judith C.E. Kelly

Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 4-YEAR REVOLVING CREDIT AGREEMENT

AMENDMENT NO. 1

to

5-YEAR REVOLVING CREDIT AGREEMENT

THIS AMENDMENT NO. 1 TO THE 5-YEAR REVOLVING CREDIT AGREEMENT (the "Amendment") is made as of May 12, 2006 by and among THE TJX COMPANIES, INC. (the "Borrower"), the financial institutions listed on the signature pages hereof (the "Lenders"), BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and THE BANK OF NEW YORK, as syndication agents (the "Syndication Agents") and CITIZENS BANK OF MASSACHUSETTS, KEYBANK NATIONAL ASSOCIATION and UNION BANK OF CALIFORNIA, N.A., as documentation agents (the "Documentation Agents"; collectively with the Administrative Agent and the Syndication Agents, the "Agents") under that certain 5-Year Revolving Credit Agreement dated as of May 5, 2005 by and among the Borrower, the financial institutions party thereto, the Administrative Agent, the Syndication Agents and the Documentation Agents (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein and not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

WITNESSETH

WHEREAS, the Borrower, the Lenders, the Administrative Agent, the Syndication Agents and the Documentation Agents are parties to the Credit Agreement; and

WHEREAS, the Borrower has requested that the Agents and all of the Lenders amend the Credit Agreement on the terms and conditions set forth herein; and

WHEREAS, the Borrower, the Lenders and the Agents have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed to the following amendments to the Credit Agreement:

1. Amendments to the Credit Agreement. Effective as of May 12, 2006 (the "Effective Date") and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

1.1 Section 1.1 of the Credit Agreement is amended to delete the phrase "May 5, 2010" now appearing in the definition of "Facility Termination Date", and to substitute the following therefor: "May 5, 2011".

1.2 Section 2.21 of the Credit Agreement is amended to delete the table now appearing therein, and to substitute the following therefor:

EURODOLLAR APPLICABLE MARGINS
 APPLICABLE FACILITY FEE RATES
 AND APPLICABLE UTILIZATION FEE RATES
 (IN BASIS POINTS)

| CREDIT RATINGS | AT LEAST A+ FROM S&P OR A1 FROM MOODY'S | AT LEAST A FROM S&P OR A2 FROM MOODY'S | AT LEAST A- FROM S&P OR A3 FROM MOODY'S | AT LEAST BBB+ FROM S&P OR Baa1 FROM MOODY'S | AT LEAST BBB FROM S&P OR Baa2 FROM MOODY'S | NO OTHER PRICING LEVEL APPLIES |
|---------------------------------|---|--|---|---|--|--------------------------------|
| Eurodollar Applicable Margin | 17.5 | 19.0 | 23.0 | 29.5 | 35.0 | 42.5 |
| Applicable Facility Fee | 5.0 | 6.0 | 7.0 | 8.0 | 10.0 | 12.5 |
| Applicable Utilization Fee Rate | 5.0 | 5.0 | 5.0 | 5.0 | 10.0 | 10.0 |

1.3 Sections 5.4 and 5.5 of the Credit Agreement are amended to delete the phrase "January 29, 2005" now appearing therein, and to substitute the following therefor: "January 28, 2006".

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that the Administrative Agent shall have received the following:

(a) duly executed copies of this Amendment from each of the Borrower, the Administrative Agent, the Syndication Agents, the Documentation Agents and the Lenders;

(b) the Upfront Fee (as defined below);

(c) any other fee (including, but not limited to, to the extent invoiced, reasonable attorneys' fees and expenses) payable to the Agents in connection with this Amendment, which fees may be paid directly to the Agents; and

(d) a Certificate of the Secretary of the Borrower certifying (i) its certificate of incorporation and by-laws (or equivalent governing documents), together with all amendments thereto, (ii) resolutions of the board of directors (or similar governing body or committee with authority to approve the proposed transactions) of the Borrower approving and authorizing the execution, delivery and performance of this Amendment, and (iii) only to the extent of any changes from the incumbency certified as of May 5, 2005, the incumbency and the signatures of the officers, identified by name and title, of the Borrower authorized to execute this Amendment.

3. Upfront Fee. On the Effective Date, the Borrower shall pay to the Administrative Agent for the account of each Lender an upfront fee (the "Upfront Fee") in an amount equal to 0.015% (1.5 basis points) multiplied by such Lender's Commitment.

4. Representations and Warranties of the Borrower.

4.1 The Borrower hereby represents and warrants that this Amendment and the Credit Agreement as previously executed and as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms (except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally).

4.2 Upon the effectiveness of this Amendment and after giving effect hereto, the Borrower hereby (i) reaffirms all representations and warranties contained in Article V of the Credit Agreement, as amended hereby, and agrees that all such representations and warranties are true and correct in all material respects, as though made on and as of the Effective Date, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall be true and correct on and as of such earlier date and (ii) certifies to the Agents and the Lenders that no Default or Unmatured Default has occurred and is continuing.

5. Reference to the Effect on the Credit Agreement.

5.1 Upon the effectiveness of Section 1 hereof, on and after the date hereof, each reference in the Credit Agreement or in any other Loan Document (including any reference therein to "this Credit Agreement," "hereunder," "hereof," "herein" or words of like import referring thereto) or in any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

- 5.2 Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.
- 5.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

6. Governing Law. THE ADMINISTRATIVE AGENT ACCEPTS THIS AMENDMENT, ON BEHALF OF ITSELF AND THE LENDERS, AT NEW YORK, NEW YORK BY ACKNOWLEDGING AND AGREEING TO IT THERE. ANY DISPUTE BETWEEN THE BORROWER AND ANY OF THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY OTHER HOLDER OF THE OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

THE TJX COMPANIES, INC., as the
Borrower

By: /s/ Mary B. Reynolds

Name: Mary B. Reynolds
Title: Vice President - Finance
Treasurer

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

BANK OF AMERICA, N.A., as
Administrative Agent and as a Lender

By: /s/ Mollie S. Canup

Name: Mollie S. Canup
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

THE BANK OF NEW YORK, as a
Syndication Agent and as a Lender

By: /s/ Michael V. Flannery

Name: Michael V. Flannery
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

JPMORGAN CHASE BANK NATIONAL
ASSOCIATION, as a Syndication Agent
and as a Lender

By: /s/ Teri Streusand

Name: Teri Streusand
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

CITIZENS BANK OF
MASSACHUSETTS, as a Documentation
Agent and as a Lender

By: /s/ Stephen F. Foley

Name: Stephen F. Foley
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

KEYBANK NATIONAL ASSOCIATION,
as a Documentation Agent and as a
Lender

By: /s/ Marianne T. Meil

Name: Marianne T. Meil
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

UNION BANK OF CALIFORNIA, N.A., as a
Documentation Agent and as a Lender

By: /s/ Theresa L. Rocha

Name: Theresa L. Rocha
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

FIFTH THIRD BANK, as a Lender

By: /s/ Brooke Balcom

Name: Brooke Balcom

Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as a Lender

By: /s/ Jordan R. Fragiaco

Name: Jordan R. Fragiaco
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael Nardo

Name: Michael Nardo
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

MELLON BANK, N.A., as a Lender

By: /s/ William M. Feathers

Name: William M. Feathers

Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Heather Hinkelman

Name: Heather Hinkelman
Title: Banking Officer

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Todd Meller

Name: Todd Meller

Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

SUNTRUST BANK, N.A., as a Lender

By: /s/ Robert Maddox

Name: Robert Maddox
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT

SOVEREIGN BANK, as a Lender

By: /s/ Judith C.E. Kelly

Name: Judith C.E. Kelly

Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 1 TO 5-YEAR REVOLVING CREDIT AGREEMENT