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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-Q

(mark one)

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

For the Quarterly Period Ended May 1, 2010

Or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-4908

**The TJX Companies, Inc.**

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

04-2207613

(I.R.S. Employer Identification No.)

770 Cochituate Road Framingham, Massachusetts  
(Address of principal executive offices)

01701  
(Zip Code)

(508) 390-1000

(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large Accelerated Filer

Accelerated Filer

Non-Accelerated Filer   
(Do not check if a smaller reporting company)

Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES  NO .

The number of shares of registrant's common stock outstanding as of May 1, 2010: 407,979,188

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**PART I — FINANCIAL INFORMATION****Item 1. Financial Statements**

THE TJX COMPANIES, INC.  
STATEMENTS OF INCOME  
(UNAUDITED)  
AMOUNTS IN THOUSANDS EXCEPT PER SHARE AMOUNTS

	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	<u>\$ 5,016,540</u>	<u>\$ 4,354,224</u>
Cost of sales, including buying and occupancy costs	3,648,674	3,273,346
Selling, general and administrative expenses	821,363	735,057
Interest expense, net	<u>10,202</u>	<u>6,601</u>
Income before provision for income taxes	536,301	339,220
Provision for income taxes	<u>204,867</u>	<u>130,006</u>
Net income	<u>\$ 331,434</u>	<u>\$ 209,214</u>
Basic earnings per share:		
Net income	\$ 0.81	\$ 0.51
Weighted average common shares – basic	408,053	412,544
Diluted earnings per share:		
Net income	\$ 0.80	\$ 0.49
Weighted average common shares – diluted	414,400	431,920
Cash dividends declared per share	\$ 0.15	\$ 0.12

The accompanying notes are an integral part of the financial statements.

THE TJX COMPANIES, INC.  
BALANCE SHEETS  
IN THOUSANDS, EXCEPT SHARE DATA

	May 1, 2010 <u>(unaudited)</u>	January 30, 2010	May 2, 2009 <u>(unaudited)</u>
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 1,833,270	\$ 1,614,607	\$ 1,012,495
Short-term investments	126,071	130,636	56,747
Accounts receivable, net	168,043	148,126	150,406
Merchandise inventories	2,615,079	2,532,318	2,817,711
Prepaid expenses and other current assets	240,415	255,707	231,067
Current deferred income taxes, net	122,539	122,462	138,487
Total current assets	<u>5,105,417</u>	<u>4,803,856</u>	<u>4,406,913</u>
Property at cost:			
Land and buildings	282,296	281,527	277,087
Leasehold costs and improvements	1,953,608	1,930,977	1,767,692
Furniture, fixtures and equipment	3,141,442	3,087,419	2,833,906
Total property at cost	5,377,346	5,299,923	4,878,685
Less accumulated depreciation and amortization	3,122,971	3,026,041	2,725,948
Net property at cost	<u>2,254,375</u>	<u>2,273,882</u>	<u>2,152,737</u>
Property under capital lease, net of accumulated amortization of \$19,916; \$19,357 and \$17,682, respectively	12,656	13,215	14,890
Other assets	202,161	193,230	184,734
Goodwill and tradename, net of amortization	179,901	179,794	179,593
<b>TOTAL ASSETS</b>	<u>\$ 7,754,510</u>	<u>\$ 7,463,977</u>	<u>\$ 6,938,867</u>
<b>LIABILITIES</b>			
Current liabilities:			
Current installments of long-term debt	\$ —	\$ —	\$ 742,227
Obligation under capital lease due within one year	2,434	2,355	2,218
Accounts payable	1,684,956	1,507,892	1,551,403
Accrued expenses and other liabilities	1,079,451	1,248,002	982,156
Federal, foreign and state income taxes payable	247,794	136,737	50,250
Total current liabilities	<u>3,014,635</u>	<u>2,894,986</u>	<u>3,328,254</u>
Other long-term liabilities	688,123	697,099	734,262
Non-current deferred income taxes, net	222,836	192,447	148,946
Obligation under capital lease, less portion due within one year	15,194	15,844	17,628
Long-term debt, exclusive of current installments	774,344	774,325	374,303
Commitments and contingencies	—	—	—
<b>SHAREHOLDERS' EQUITY</b>			
Common stock, authorized 1,200,000,000 shares, par value \$1, issued and outstanding 407,979,188; 409,386,126 and 413,533,634, respectively	407,979	409,386	413,534
Additional paid-in capital	—	—	11,668
Accumulated other comprehensive (loss)	(137,298)	(134,124)	(188,834)
Retained earnings	2,768,697	2,614,014	2,099,106
Total shareholders' equity	<u>3,039,378</u>	<u>2,889,276</u>	<u>2,335,474</u>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<u>\$ 7,754,510</u>	<u>\$ 7,463,977</u>	<u>\$ 6,938,867</u>

The accompanying notes are an integral part of the financial statements.

THE TJX COMPANIES, INC.  
STATEMENTS OF CASH FLOWS  
(UNAUDITED)  
IN THOUSANDS

	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
<b>Cash flows from operating activities:</b>		
Net income	\$ 331,434	\$ 209,214
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>		
Depreciation and amortization	113,613	104,147
Loss on property disposals	1,788	326
Deferred income tax provision	18,159	18,301
Amortization of stock compensation expense	13,313	12,404
Excess tax benefits from stock compensation expense	(15,475)	(166)
<b>Changes in assets and liabilities:</b>		
(Increase) in accounts receivable	(19,894)	(6,077)
(Increase) in merchandise inventories	(79,328)	(183,812)
Decrease in prepaid expenses and other current assets	7,456	37,828
Increase in accounts payable	175,234	267,451
(Decrease) in accrued expenses and other liabilities	(13,502)	(100,765)
Other	(5,382)	2,180
Net cash provided by operating activities	<u>527,416</u>	<u>361,031</u>
<b>Cash flows from investing activities:</b>		
Property additions	(149,094)	(66,449)
Purchase of short-term investments	(29,192)	(56,747)
Sales and maturities of short-term investments	39,904	—
Proceeds from repayments on note receivable	227	212
Net cash (used in) investing activities	<u>(138,155)</u>	<u>(122,984)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of long-term debt	—	374,295
Cash payments for debt issuance expenses	—	(3,234)
Payments on capital lease obligation	(571)	(528)
Cash payments for repurchase of common stock	(230,222)	(32,424)
Proceeds from issuance of common stock	88,090	10,245
Excess tax benefits from stock compensation expense	15,475	166
Cash dividends paid	(49,092)	(45,408)
Net cash (used in) provided by financing activities	<u>(176,320)</u>	<u>303,112</u>
Effect of exchange rate changes on cash	5,722	17,809
Net increase in cash and cash equivalents	218,663	558,968
Cash and cash equivalents at beginning of year	<u>1,614,607</u>	<u>453,527</u>
Cash and cash equivalents at end of period	<u>\$ 1,833,270</u>	<u>\$ 1,012,495</u>

The accompanying notes are an integral part of the financial statements.

THE TJX COMPANIES, INC.  
STATEMENT OF SHAREHOLDERS' EQUITY  
(UNAUDITED)  
IN THOUSANDS

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
	Shares	Par Value \$1				
Balance, January 30, 2010	409,386	\$ 409,386	\$ —	\$ (134,124)	\$ 2,614,014	\$ 2,889,276
Comprehensive income:						
Net income	—	—	—	—	331,434	331,434
Foreign currency translation adjustments	—	—	—	(4,712)	—	(4,712)
Recognition of prior service cost and deferred gains	—	—	—	1,538	—	1,538
Total comprehensive income						328,260
Cash dividends declared on common stock	—	—	—	—	(61,249)	(61,249)
Amortization of share-based compensation expense	—	—	13,313	—	—	13,313
Issuance of common stock under stock incentive plan and related tax effect	3,993	3,993	96,007	—	—	100,000
Common stock repurchased	(5,400)	(5,400)	(109,320)	—	(115,502)	(230,222)
Balance, May 1, 2010	<u>407,979</u>	<u>\$ 407,979</u>	<u>\$ —</u>	<u>\$ (137,298)</u>	<u>\$ 2,768,697</u>	<u>\$ 3,039,378</u>

The accompanying notes are an integral part of the financial statements.

THE TJX COMPANIES, INC.  
NOTES TO CONSOLIDATED INTERIM FINANCIAL STATEMENTS

**Note A. Summary of Significant Accounting Policies**

*Basis of Presentation* — The consolidated interim financial statements are unaudited and, in the opinion of management, reflect all normal recurring adjustments, the use of retail statistics, and accruals and deferrals among periods required to match costs properly with the related revenue or activity, considered necessary by The TJX Companies, Inc. (together with its subsidiaries, “TJX”) for a fair presentation of its financial statements for the periods reported, all in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) consistently applied. The consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements, including the related notes, contained in TJX’s Annual Report on Form 10-K for the fiscal year ended January 30, 2010 (“fiscal 2010”).

These interim results are not necessarily indicative of results for the full fiscal year, because TJX’s business, in common with the businesses of retailers generally, is subject to seasonal influences, with higher levels of sales and income generally realized in the second half of the year.

*Share-Based Compensation* — Total share-based compensation expense was \$13.3 million for the quarter ended May 1, 2010 and \$12.4 million for the quarter ended May 2, 2009. These amounts include stock option expense as well as restricted and deferred stock amortization. There were options to purchase 3.8 million shares of common stock exercised during the first quarter ended May 1, 2010. There were options to purchase 24.0 million shares of common stock outstanding as of May 1, 2010.

*Cash and Cash Equivalents* — TJX generally considers highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents. Investments with maturities greater than three months but less than a year at the date of purchase are included in short-term investments. TJX’s investments are primarily high-grade commercial paper, government and corporate bonds, institutional money market funds and time deposits with major banks.

*Merchandise Inventories* — TJX accrues for inventory purchase obligations at the time of shipment by the vendor. As a result, merchandise inventories on TJX’s balance sheet include an accrual for in-transit inventory of \$354.5 million at May 1, 2010, \$396.8 million at January 30, 2010 and \$317.3 million at May 2, 2009. A liability for a comparable amount is included in accounts payable for the respective periods.

*New Accounting Standards* — There were no new accounting standards issued during the first quarter ended May 1, 2010 that are expected to have a material impact on TJX’s financial condition, results of operations or cash flows.

**Note B. Commitments and Contingencies**

*Provision for Computer Intrusion related costs* — TJX has a reserve for its estimate of the total probable losses arising from an unauthorized intrusion or intrusions (the intrusion or intrusions, collectively, the “Computer Intrusion”) into portions of its computer system, which was discovered late in fiscal 2007 and in which TJX believes customer data were stolen. The reserve balance was \$22.5 million at May 1, 2010. As an estimate, the reserve is subject to uncertainty, actual costs may vary from the current estimate and such variations may be material. TJX may decrease or increase the amount of the reserve to adjust for matters such as developments in litigation, claims and related expenses, insurance proceeds and changes in the estimate.



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*Reserve for Discontinued Operations* — TJX has a reserve for future obligations of discontinued operations that relates primarily to real estate leases associated with 34 discontinued A.J. Wright stores that were closed in the fourth quarter of fiscal 2007, three leases related to the sale of Bob's Stores and leases of other TJX businesses. The balance in the reserve and the activity for respective periods are presented below:

In thousands	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Balance at beginning of year	\$ 35,897	\$ 40,564
Additions to the reserve charged to net income:		
Interest accretion	369	440
Cash charges against the reserve:		
Lease-related obligations	(2,996)	(1,320)
Termination benefits and all other	(51)	(35)
Balance at end of period	<u>\$ 33,219</u>	<u>\$ 39,649</u>

TJX may also be contingently liable on up to 15 leases of BJ's Wholesale Club, a former TJX business, and up to seven additional Bob's Stores leases. The reserve for discontinued operations does not reflect these leases because TJX does not believe that the likelihood of future liability to TJX is probable.

### **Note C. Other Comprehensive Income**

TJX's comprehensive income information, net of related tax effects, is presented below:

In thousands	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net income	\$ 331,434	\$ 209,214
Other comprehensive income (loss):		
Foreign currency translation adjustments	(4,712)	28,477
Recognition of unfunded post retirement obligations	—	(1,212)
Recognition of prior service cost and deferred gains	1,538	1,682
Total comprehensive income	<u>\$ 328,260</u>	<u>\$ 238,161</u>

**Note D. Capital Stock and Earnings Per Share**

*Capital Stock* — During the quarter ended May 1, 2010, TJX repurchased and retired 5.5 million shares of its common stock at a cost of \$234.1 million. TJX reflects stock repurchases in its financial statements on a “settlement” basis. TJX’s expenditures for its repurchase programs were \$230.2 million for the three months ended May 1, 2010 and \$32.4 million for the three months ended May 2, 2009, funded primarily by cash generated from operations. As of May 1, 2010, on a “trade date” basis, TJX had repurchased 11.0 million shares of common stock at a cost of \$439.1 million under a \$1 billion stock repurchase program authorized in September 2009. All shares repurchased under the Company’s stock repurchase programs during the first quarters of fiscal 2011 and fiscal 2010 were retired.

In February 2010, TJX’s Board of Directors approved a new stock repurchase program that authorizes the repurchase of up to an additional \$1 billion of TJX common stock from time to time.

TJX has five million shares of authorized but unissued preferred stock, \$1 par value.

*Earnings per share* — The following schedule presents the calculation of basic and diluted earnings per share (“EPS”) for net income:

In thousands, except per share data	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
<b>Basic earnings per share</b>		
Net income	\$ 331,434	\$ 209,214
Weighted average common shares outstanding for basic EPS	408,053	412,544
Basic earnings per share – continuing operations	\$ 0.81	\$ 0.51
<b>Diluted earnings per share</b>		
Net income	\$ 331,434	\$ 209,214
Add back: Interest expense on zero coupon convertible subordinated notes, net of income taxes	—	1,072
Net income used for diluted EPS calculation	\$ 331,434	\$ 210,286
<b>Shares for basic and diluted earnings per share calculations:</b>		
Weighted average common shares outstanding for basic EPS	408,053	412,544
Assumed conversion/exercise/vesting of:		
Stock options and awards	6,347	4,224
Zero coupon convertible subordinated notes	—	15,152
Weighted average common shares outstanding for diluted EPS	414,400	431,920
Diluted earnings per share	\$ 0.80	\$ 0.49

In April 2009, TJX called for the redemption of its zero coupon convertible subordinated notes. There were 462,057 of such notes with a carrying value of \$365.1 million that were converted into 15.1 million shares of TJX common stock at a conversion rate of 32.667 shares per note, most during the second quarter of fiscal 2010. TJX paid \$2.3 million to redeem the remaining 2,886 notes outstanding that were not converted.

The weighted average common shares for the diluted earnings per share calculation excludes the impact of outstanding stock options if the assumed proceeds per share of the option is in excess of the related fiscal period’s average price of TJX’s common stock. Such options are excluded because they would have an antidilutive effect. No such options were excluded for the thirteen weeks ended May 1, 2010. There were 14.3 million options excluded for the thirteen weeks ended May 2, 2009.

**Note E. Financial Instruments**

TJX enters into financial instruments to manage its cost of borrowing and to manage its exposure to changes in fuel costs and foreign currency exchange rates. TJX recognizes all derivative instruments as either assets or liabilities in the statements of financial position and measures those instruments at fair value. Changes to the fair value of derivative contracts that do not qualify for hedge accounting are reported in earnings in the period of the change. For derivatives that qualify for hedge accounting, changes in the fair value of the derivatives are either recorded in shareholders' equity as a component of other comprehensive income or are recognized currently in earnings, along with an offsetting adjustment against the basis of the item being hedged. The fair values of the derivatives are classified as assets or liabilities, current or non-current, based upon valuation results and settlement dates of the individual contracts.

*Interest Rate Contracts* — During fiscal 2004, TJX entered into interest rate swaps with respect to \$100 million of the \$200 million ten-year notes outstanding at that time. Under these interest rate swaps, which settled in December 2009, TJX paid a specific variable interest rate indexed to the six-month LIBOR rate and received a fixed rate applicable to the underlying debt, effectively converting the interest on a portion of the notes from fixed to a floating rate of interest. The interest income/expense on the swaps was accrued as earned and recorded as an adjustment to the interest expense accrued on the fixed-rate debt. The interest rate swaps were designated as fair value hedges on the underlying debt.

*Diesel Fuel Contracts* — During fiscal 2010, TJX entered into agreements to hedge a portion of its notional diesel requirements for fiscal 2011 based on the diesel fuel consumed by independent freight carriers transporting the Company's inventory. These economic hedges relate to 10% of TJX's notional diesel requirements in the second quarter of fiscal 2011 and 20% of its notional diesel requirements in the third and fourth quarters of fiscal 2011. These diesel fuel hedge agreements will settle during the last three quarters of fiscal 2011 and expire in February 2011. During fiscal 2009, TJX entered into agreements to hedge approximately 30% of its notional diesel fuel requirements for fiscal 2010, which settled throughout the year and terminated in February 2010. Independent freight carriers transporting the Company's inventory charge TJX a mileage surcharge for diesel fuel price increases as incurred by the carrier. The hedge agreements are designed to mitigate the volatility of diesel fuel pricing (and the resulting per mile surcharges payable by TJX) by setting a fixed price per gallon for the year. TJX elected not to apply hedge accounting rules to these contracts.

*Foreign Currency Contracts* — TJX enters into forward foreign currency exchange contracts to obtain economic hedges on portions of firm U.S. dollar and Euro denominated merchandise purchase commitments made by T.K. Maxx (United Kingdom, Ireland, Germany and Poland), Winners (Canada) and Marmaxx. These commitments are typically twelve months or less in duration. The contracts outstanding at May 1, 2010 cover certain commitments for the three remaining quarters of fiscal 2011. TJX elected not to apply hedge accounting rules to these contracts.

TJX also enters into derivative contracts, generally designated as fair value hedges, to hedge intercompany debt and intercompany interest payable. The changes in fair value of these contracts are recorded in selling, general and administrative expenses and are offset by marking the underlying item to fair value in the same period. Upon settlement, the realized gains and losses on these contracts are offset by the realized gains and losses of the underlying item in selling, general and administrative expenses. There were no such contracts outstanding as of May 1, 2010.

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Following is a summary of TJX's derivative financial instruments, related fair value and balance sheet classification at May 1, 2010:

In thousands	Pay	Receive	Blended Contract Rate	Balance Sheet Location	Current Asset US\$	Current (Liability) US\$	Net Fair Value in US\$ at May 1, 2010
<b>Hedge accounting not elected:</b>							
Diesel contracts	Fixed on 260K - 520K gal per month	Float on 260K - 520K gal per month	N/A	Prepaid Exp	\$ 940	\$ —	\$ 940
<b>Merchandise purchase commitments</b>							
	C\$ 313,797	US\$ 307,012	0.9784	Prepaid Exp/ (Accrued Exp)	2,073	(3,149)	(1,076)
	C\$ 6,379	€ 4,650	0.7290	(Accrued Exp)	—	(85)	(85)
	£ 86,258	US\$ 132,236	1.5330	Prepaid Exp/ (Accrued Exp)	641	(109)	532
	£ 81,848	€ 92,868	1.1346	(Accrued Exp)	—	(1,496)	(1,496)
	US\$ 1,639	€ 1,167	1.4046	(Accrued Exp)	—	(88)	(88)
<b>Total fair value of all financial instruments</b>					<b>\$3,654</b>	<b>\$(4,927)</b>	<b>\$(1,273)</b>

Following is a summary of TJX's derivative financial instruments, related fair value and balance sheet classification at May 2, 2009:

In thousands	Pay	Receive	Blended Contract Rate	Balance Sheet Location	Current Asset US\$	Current (Liability) US\$	Net Fair Value in US\$ at May 2, 2009
<b>Fair value hedges:</b>							
Interest rate swap fixed to floating on notional of \$50,000	LIBOR + 4.17%	7.45%	N/A	Prepaid Exp	\$ 822	\$ —	\$ 822
Interest rate swap fixed to floating on notional of \$50,000	LIBOR + 3.42%	7.45%	N/A	Prepaid Expense	1,206	—	1,206
<b>Intercompany balance hedges primarily short-term debt and related interest</b>							
	C\$ 49,415	US\$ 43,273	0.8757	Prepaid Exp/(Accrued Exp)	2,386	(848)	1,538
<b>Hedge accounting not elected:</b>							
Diesel contracts	Fixed on 750K gal per month	Float on 750K gal per month	N/A	(Accrued Exp)	—	(4,251)	(4,251)
<b>Merchandise purchase commitments</b>							
	C\$347,216	US\$283,500	0.8165	(Accrued Exp)	—	(9,717)	(9,717)
	C\$ 5,831	€ 3,650	0.6260	(Accrued Exp)	—	(80)	(80)
	£ 35,736	US\$ 52,000	1.4551	(Accrued Exp)	—	(1,337)	(1,337)
	£ 27,251	€ 30,400	1.1156	(Accrued Exp)	—	(344)	(344)
	US\$ 135	€ 105	1.2867	Prepaid Exp	4	—	4
<b>Total fair value of all financial instruments</b>					<b>\$4,418</b>	<b>\$(16,577)</b>	<b>\$(12,159)</b>

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The impact of derivative financial instruments on the statements of income during the first three months of fiscal 2011 and fiscal 2010 are as follows:

In thousands	Location of Gain (Loss) Recognized in Income by Derivative	Amount of Gain (Loss) Recognized in Income by Derivative	
		May 1, 2010	May 2, 2009
<b>Fair value hedges:</b>			
Interest rate swap fixed to floating on notional of \$50,000	Interest expense, net	\$ —	\$ 341
Interest rate swap fixed to floating on notional of \$50,000	Interest expense, net	—	485
Intercompany balances, primarily short-term debt and related interest	Selling, general & administrative expenses	—	(2,100)
<b>Hedge accounting not elected:</b>			
Diesel contracts	Cost of sales, including buying and occupancy costs	1,382	680
Merchandise purchase commitments	Cost of sales, including buying and occupancy costs	(6,826)	(15,592)
Gain (loss) recognized in income		<u>\$ (5,444)</u>	<u>\$ (16,186)</u>

The counterparties to the forward exchange contracts and swap agreements are major international financial institutions and the contracts contain rights of offset which minimize TJX's exposure to credit loss in the event of nonperformance by one of the counterparties. TJX is not required by counterparties to maintain, and TJX does not require that counterparties maintain, collateral for these contracts. TJX periodically monitors its position and the credit ratings of the counterparties and does not anticipate losses resulting from potential nonperformance of these institutions.

### **F. Disclosures about Fair Value of Financial Instruments**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). U.S. GAAP classifies the inputs used to measure fair value into the following hierarchy:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2: Unadjusted quoted prices in active markets for similar assets or liabilities, or unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.
- Level 3: Unobservable inputs for the asset or liability.

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TJX endeavors to utilize the best available information in measuring fair value and classifies financial assets and liabilities in their entirety based on the lowest level of input that is significant to the fair value measurement. TJX has determined that its financial assets and liabilities are classified within level 1 or level 2 in the fair value hierarchy. The following table sets forth TJX's financial assets and liabilities that are accounted for at fair value on a recurring basis:

In thousands	May 1, 2010	January 30, 2010	May 2, 2009
<b>Level 1</b>			
Assets:			
Executive savings plan	\$ 63,886	\$ 55,404	\$44,981
<b>Level 2</b>			
Assets:			
Short-term investments	\$126,071	\$130,636	\$56,747
Foreign currency exchange contracts	2,714	5,642	2,390
Diesel fuel contracts	940	—	—
Interest rate swaps	—	—	2,028
Liabilities:			
Foreign currency exchange contracts	\$ 4,927	\$ 1,029	\$12,326
Diesel fuel contracts	—	442	4,251

The fair value of TJX's general corporate debt, including current installments, was estimated by obtaining market quotes given the trading levels of other bonds of the same general issuer type and market perceived credit quality. The fair value of the zero coupon convertible subordinated notes was estimated by obtaining market quotes. The fair value of long-term debt at May 1, 2010 was \$868.1 million versus a carrying value of \$774.3 million. The fair value of the current installments of long-term debt at May 2, 2009 was \$800.5 million versus a carrying value of \$742.2 million. The fair value of long-term debt as of May 2, 2009 was \$386.6 million versus a carrying value of \$374.3 million. These estimates do not necessarily reflect provisions or restrictions in the various debt agreements that might affect TJX's ability to settle these obligations.

TJX's cash equivalents are stated at cost, which approximates fair value, due to the short maturities of these instruments.

Investments designed to meet obligations under the executive savings plan are invested in securities traded in active markets and are recorded at unadjusted quoted prices.

As a result of its international operating and financing activities, TJX is exposed to market risks from changes in interest and foreign currency exchange rates, which may adversely affect its operating results and financial position. When deemed appropriate, TJX seeks to minimize risk from interest and foreign currency exchange rate fluctuations through the use of derivative financial instruments. Derivative financial instruments are not used for trading or other speculative purposes. TJX does not use leveraged derivative financial instruments. The forward foreign currency exchange contracts and interest rate swaps are valued using broker quotations which include observable market information. TJX makes no adjustments to quotes or prices obtained from brokers or pricing services but does assess the credit risk of counterparties and will adjust final valuations when appropriate. Where independent pricing services provide fair values, TJX obtains an understanding of the methods used in pricing. As such, these derivative instruments are classified within level 2.

[Table of Contents](#)**Note G. Segment Information**

TJX operates five business segments, three in the United States and one each in Canada and Europe. Each of TJX's segments has its own administrative, buying and merchandising organization and distribution network. Of the U.S. based store chains, T.J. Maxx and Marshalls, referred to as Marmaxx, are managed together and reported as a single segment and A.J. Wright and HomeGoods each is reported as a separate segment. Outside the U.S., store chains in Canada (Winners and HomeSense) are under common management and reported as the TJX Canada segment, and store chains in Europe (T.K. Maxx and HomeSense) are also under common management and reported as the TJX Europe segment.

TJX evaluates the performance of its segments based on "segment profit or loss," which it defines as pre-tax income before general corporate expense and interest. "Segment profit or loss," as defined by TJX, may not be comparable to similarly titled measures used by other entities. In addition, this measure of performance should not be considered an alternative to net income or cash flows from operating activities as an indicator of our performance or as a measure of liquidity.

Presented below is financial information on TJX's business segments:

In thousands	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
<b>Net sales:</b>		
U.S. segments:		
Marmaxx	\$ 3,277,864	\$ 2,938,309
HomeGoods	457,059	391,895
A.J. Wright	211,379	179,394
International segments:		
TJX Canada	554,998	424,092
TJX Europe	515,240	420,534
	<u>\$ 5,016,540</u>	<u>\$ 4,354,224</u>
<b>Segment profit:</b>		
U.S. segments:		
Marmaxx	\$ 468,480	\$ 330,670
HomeGoods	40,593	15,573
A.J. Wright	9,786	4,413
International segments:		
TJX Canada	54,359	19,727
TJX Europe	5,842	9,293
	<u>579,060</u>	<u>379,676</u>
General corporate expenses	32,557	33,855
Interest expense, net	10,202	6,601
Income before provision for income taxes	<u>\$ 536,301</u>	<u>\$ 339,220</u>

**Note H. Pension Plans and Other Retirement Obligations**

Presented below is financial information related to TJX's funded defined benefit retirement plan (funded plan) and its unfunded supplemental pension plan (unfunded plan) for the periods shown.

In thousands	Pension (Funded Plan)		Pension (Unfunded Plan)	
	Thirteen Weeks Ended		Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009	May 1, 2010	May 2, 2009
Service cost	\$ 7,750	\$ 7,625	\$ 206	\$ 238
Interest cost	9,019	8,048	728	739
Expected return on plan assets	(9,991)	(6,500)	—	—
Amortization of prior service cost	—	4	20	31
Recognized actuarial losses	2,722	3,073	694	173
Settlement cost	—	—	—	319
<b>Total expense</b>	<b>\$ 9,500</b>	<b>\$ 12,250</b>	<b>\$ 1,648</b>	<b>\$ 1,500</b>

In fiscal 2009 the Pension Protection Act (PPA) became effective in the U.S., and TJX's policy is to fund, at a minimum, the amount required to maintain a funded status of 75% to 80% of the pension liability as defined by the PPA. As a result of funding in fiscal 2010, TJX does not anticipate any required funding in fiscal 2011 for the defined benefit retirement plan. TJX anticipates making contributions of \$3.8 million to fund current benefit and expense payments under the unfunded plan in fiscal 2011.

**Note I. Long-Term Debt and Credit Lines**

On April 7, 2009, TJX issued \$375 million aggregate principal amount of 6.95% ten-year notes and used the proceeds from the 6.95% notes offering to repurchase additional common stock under its stock repurchase program in fiscal 2010. Also in April 2009, prior to the issuance of the 6.95% notes, TJX entered into a rate-lock agreement to hedge the underlying treasury rate of those notes. The cost of this agreement is being amortized to interest expense over the term of the 6.95% notes and results in an effective fixed rate of 7.00% on those notes.

On July 23, 2009, TJX issued \$400 million aggregate principal amount of 4.20% six-year notes. TJX used a portion of the proceeds from the sale of the notes to refinance its C\$235 million term credit facility on August 10, 2009, prior to its scheduled maturity, and used the remainder, together with funds from operations, to repay its \$200 million 7.45% notes due December 15, 2009, at maturity. Also in July 2009, prior to the issuance of the 4.20% notes, TJX entered into a rate-lock agreement to hedge the underlying treasury rate on \$250 million of those notes. The cost of this agreement is being amortized to interest expense over the term of the 4.20% notes and results in an effective fixed rate of 4.19% on the notes.

In February 2001, TJX issued \$517.5 million zero coupon convertible subordinated notes due in February 2021 and raised gross proceeds of \$347.6 million. The issue price of the notes represented a yield to maturity of 2% per year. During fiscal 2010, TJX called for the redemption of these notes at the original issue price plus accrued original issue discount, and 462,057 of such notes with a carrying value of \$365.1 million were converted into 15.1 million shares of TJX common stock at a rate of 32.667 shares per note. TJX paid \$2.3 million to redeem the remaining 2,886 notes outstanding that were not converted. Prior to fiscal 2010, a total of 52,557 notes were either converted into common shares of TJX or put back to TJX.

As of May 1, 2010, TJX had a \$500 million revolving credit facility maturing May 2010 and a \$500 million revolving credit facility maturing May 2011. These agreements require the payment of six basis points annually on the committed amounts, have no compensating balance requirements, have various covenants including a requirement of a specified ratio of debt to earnings, and serve as back up to TJX's commercial paper program. There were no outstanding amounts under these credit facilities as of May 1, 2010 or May 2, 2009. The \$500



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million facility maturing in May 2010 was replaced at that time with a new \$500 million, three-year revolving credit facility with similar terms and provisions but updated for market pricing.

As of May 1, 2010 and May 2, 2009, TJX's foreign subsidiaries had uncommitted credit facilities. TJX Canada had two credit lines, a C\$10 million facility for operating expenses and a C\$10 million letter of credit facility. As of May 1, 2010 and May 2, 2009, there were no amounts outstanding on the Canadian credit line for operating expenses. As of May 1, 2010, TJX Europe had a credit line of £20 million. There were no outstanding borrowings on this U.K. credit line as of May 1, 2010 or May 2, 2009.

### **Note J. Income Taxes**

TJX had unrecognized tax benefits of \$125.0 million as of May 1, 2010 and \$134.2 million as of May 2, 2009. The effective income tax rate was 38.2% for the fiscal 2011 first quarter and 38.3% for last year's first quarter.

TJX is subject to U.S. federal income tax as well as income tax in multiple state, local and foreign jurisdictions. In nearly all jurisdictions, the tax years through fiscal 2001 are no longer subject to examination.

TJX's accounting policy classifies interest and penalties related to income tax matters as part of income tax expense. The accrued amounts for interest and penalties were \$53.1 million as of May 1, 2010 and \$56.0 million as of May 2, 2009.

Based on the outcome of tax examinations or judicial or administrative proceedings, or as a result of the expiration of statute of limitations in specific jurisdictions, it is reasonably possible that unrecognized tax benefits for certain tax positions taken on previously filed tax returns may change materially from those presented in the financial statements. During the next 12 months, it is reasonably possible that tax examinations of prior years' tax returns or judicial or administrative proceedings, that reflect such positions taken by TJX, may be finalized. As a result, the total net amount of unrecognized tax benefits may decrease, which would reduce the provision for taxes on earnings by a range of \$1.0 million to \$49.0 million.

**Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The Thirteen Weeks (first quarter) Ended May 1, 2010  
Compared to  
The Thirteen Weeks (first quarter) Ended May 2, 2009

**Business Overview**

We are the leading off-price apparel and home fashions retailer in the United States and worldwide. Our more than 2,700 stores offer a rapidly changing assortment of quality, brand-name and designer merchandise at prices generally 20% to 60% below department and specialty store regular prices every day.

We operate eight off-price retail chains in the U.S., Canada and Europe and are known for our treasure hunt shopping experience and excellent values on brand-name merchandise. We turn our inventories rapidly relative to traditional retailers to create a sense of urgency and excitement for our customers, to encourage frequent customer visits and to drive merchandise margins. Our flexible "no walls" business model allows us to expand and contract merchandise categories quickly in response to consumers' changing tastes. The values we offer appeal to a broad range of customers across demographic groups and income levels. The operating platforms and strategies of all of our retail concepts are synergistic. As a result, we capitalize on our off-price expertise and systems throughout our business, leveraging best practices, initiatives and new ideas and developing talent across our concepts. We also leverage the substantial buying power of our businesses and the geographic scope and depth of our merchant organization to develop our global relationships with vendors.

**Results of Operations**

Highlights of our financial performance for the first quarter of fiscal 2011 include the following:

- Same store sales for the first quarter of fiscal 2011 increased 9% over the first quarter of fiscal 2010. Same store sales growth was driven by significant increases in customer traffic, as we continue to attract and retain new customers across a broad span of income levels.
- Net sales for the first quarter of fiscal 2011 increased to \$5.0 billion, up 15% over last year's first quarter. Stores in operation and selling square footage were both up 3% at the end of the first quarter of fiscal 2011 compared to the same period in fiscal 2010. The movement in foreign currency exchange rates had a 3 percentage point favorable impact on consolidated net sales in the first quarter of fiscal 2011.
- Our fiscal 2011 first quarter pre-tax margin (the ratio of pre-tax income to net sales) was 10.7% compared to 7.8% for the same period last year. The improvement was driven by the growth in merchandise margins, which were achieved as a result of managing the business with substantially lower levels of inventory (resulting in faster inventory turns), along with expense leverage from the 9% same store sales growth, as well as our continued cost reduction programs.
- Our cost of sales ratio improved in the first quarter of fiscal 2011 by 2.5 percentage points due to improved merchandise margins and the leverage of buying and occupancy costs on strong same store sales. Selling, general and administrative expense as a percentage of net sales decreased 0.5 percentage points for the first quarter of fiscal 2011 compared to the same period last year, due to expense leverage on strong same store sales and the benefit of cost reduction programs.

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- Net income for the first quarter of fiscal 2011 was \$331.4 million, or \$0.80 per diluted share, compared to \$209.2 million, or \$0.49 per diluted share, in last year's first quarter.
- During the first quarter of fiscal 2011, we repurchased 5.5 million shares of our common stock at a cost of \$234 million. Diluted earnings per share reflect the benefit of the stock repurchase program.
- Consolidated per store inventories, including inventory on hand at our distribution centers, were down 12% at the end of the first quarter of fiscal 2011 from the prior year as compared to a decrease of 4% at the end of the first quarter of fiscal 2010 from the prior year's first quarter end.

The following is a discussion of our consolidated operating results, followed by a discussion of our segment operating results.

**Net sales:** Consolidated net sales for the first quarter ended May 1, 2010 totaled \$5.0 billion, a 15% increase over net sales of \$4.4 billion in the fiscal 2010 first quarter. The increase reflected a 9% increase in same store sales, a 3% increase from new stores and a 3% increase from the benefit of foreign currency exchange rates. This compares to sales growth of 1% in last year's first quarter, which consisted of a 5% increase from new stores, a 2% increase in same store sales, offset by a 6% decline from the negative impact of foreign currency exchange rates.

New stores are a major source of sales growth. Both our consolidated store count and selling square footage as of May 1, 2010 increased 3% as compared to first quarter of fiscal 2010.

The 9% same store sales increase in fiscal 2011 was driven by significant increases in customer traffic at all of our businesses. Juniors, mens, jewelry and home fashions performed particularly well in the first quarter of fiscal 2011. Geographically, same store sales increases in Canada and Europe trailed the consolidated average. In the U.S., sales were strong throughout the country with the Midwest, Southeast and Southwest above the consolidated average, and New England and Florida below the average.

We define same store sales to be sales of those stores that have been in operation for all or a portion of two consecutive fiscal years, or in other words, stores that are starting their third fiscal year of operation. We classify a store as a new store until it meets the same store sales criteria. We determine which stores are included in the same store sales calculation at the beginning of a fiscal year and the classification remains constant throughout that year, unless a store is closed. We calculate same store sales results by comparing the current and prior year weekly periods that are most closely aligned. Relocated stores and stores that have increased in size are generally classified in the same way as the original store, and we believe that the impact of these stores on the consolidated same store percentage is immaterial. Same store sales of our foreign divisions are calculated on a constant currency basis, meaning we translate the current year's same store sales of our foreign divisions at the same exchange rates used in the prior year. This removes the effect of changes in currency exchange rates, which we believe is a more accurate measure of divisional operating performance.

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The following table sets forth our consolidated operating results expressed as a percentage of net sales:

	Percentage of Net Sales Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	100.0%	100.0%
Cost of sales, including buying and occupancy costs	72.7	75.2
Selling, general and administrative expenses	16.4	16.9
Interest expense, net	0.2	0.2
Income before provision for income taxes*	10.7%	7.8%

\* Due to rounding, the individual items may not foot to Income before provision for income taxes.

**Impact of foreign currency exchange rates:** Our operating results can be affected by foreign currency exchange rates as a result of changes in the value of the U.S. dollar in relation to other currencies. Two ways in which foreign currency affects our reported results are as follows:

**Translation of foreign operating results into U.S. dollars:** In our financial statements, we translate the operations of our segments in Canada and Europe from local currencies into U.S. dollars using currency rates in effect at different points in time. Significant changes in foreign exchange rates between comparable prior periods can result in meaningful variations in consolidated net sales, net income and earnings per share growth as well as the net sales and operating results of our Canadian and European segments. Currency translation generally does not affect operating margins, as sales and expenses of the foreign operations are translated at essentially the same rates in a given period.

**Inventory hedges:** We routinely enter into inventory-related hedging instruments to mitigate the impact of foreign currency exchange rates on merchandise margins when our international divisions purchase goods in currencies other than their local currencies (primarily U.S. dollar purchases). As we have not elected "hedge accounting" as defined by U.S. GAAP, we record a mark-to-market gain or loss on the hedging instruments in our results of operations at the end of each reporting period. In subsequent periods, the income statement impact of these adjustments is effectively offset when the inventory being hedged is sold. While these effects occur every reporting period, they are of much greater magnitude when there are sudden and significant changes in currency exchange rates during a short period of time. The mark-to-market adjustment on these hedges does not affect net sales, but it does affect cost of sales, operating margins and reported earnings.

**Cost of sales, including buying and occupancy costs:** Cost of sales, including buying and occupancy costs, as a percentage of net sales, decreased 2.5 percentage points to 72.7% for the first quarter ended May 1, 2010 as compared to the same period last year. The improvement in fiscal 2011 was primarily due to improved consolidated merchandise margin, which increased 1.7 percentage points, along with expense leverage on the 9% same store sales increase, particularly in occupancy costs, which improved by 0.5 percentage points. Merchandise margin improvement was driven by our strategy of operating with leaner inventories and buying closer to need, which resulted in an increase in markon and a reduction in markdowns compared to the first quarter of fiscal 2010.

**Selling, general and administrative expenses:** Selling, general and administrative expenses, as a percentage of net sales, decreased 0.5 percentage points to 16.4% for the quarter ended May 1, 2010 as compared to the same period last year. The improvement in fiscal 2011 compared to fiscal 2010 was due to leveraging of expenses and savings from our expense reduction initiatives.

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**Interest expense, net:** Interest expense, net amounted to expense of \$10.2 million for the first quarter of fiscal 2011 compared to expense of \$6.6 million for the same period last year. The components of interest expense, net are summarized below:

Dollars in thousands	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Interest expense	\$ 11,969	\$ 9,158
Capitalized interest	—	(244)
Interest (income)	(1,767)	(2,313)
Interest expense, net	<u>\$ 10,202</u>	<u>\$ 6,601</u>

Gross interest expense for the first quarter of fiscal 2011 increased over the same period of fiscal 2010 as a result of the incremental interest cost of the \$375 million 6.95% notes issued in April 2009 over the interest cost of the zero coupon convertible debentures which were redeemed as a result of this debt issuance. This increase was partially offset by the lower interest cost of the \$400 million 4.2% notes issued in July 2009, as compared to the interest cost of the long-term debt retired in fiscal 2010 subsequent to the first quarter.

**Income taxes:** The effective income tax rate was 38.2% for the first quarter this year, essentially flat to the 38.3% effective income tax rate for last year's first quarter.

**Net income and net income per share:** Net income for the first quarter ended May 1, 2010 was \$331.4 million, or \$0.80 per diluted share, versus \$209.2 million, or \$0.49 per diluted share, in last year's first quarter. Changes in foreign currency rates affected the comparability of our results. Foreign currency exchange rates benefited first quarter fiscal 2011 earnings per share by \$0.01, compared with a \$0.02 per share negative impact in the first quarter of fiscal 2010.

In addition, our weighted average diluted shares outstanding affect the comparability of earnings per share. Our stock repurchase programs benefit our earnings per share. We repurchased 5.5 million shares of our stock at a cost of \$234 million in fiscal 2011, and we repurchased 1.6 million shares at a cost of \$43 million in the first quarter of fiscal 2010. Last year's first quarter reflected the dilutive effect of 15.2 million shares issuable upon conversion of the zero coupon convertible subordinated notes. Most of these notes were converted to common stock in the second quarter of fiscal 2010, and we applied the proceeds of our \$375 million notes offering to our stock repurchase programs.

**Segment information:** The following is a discussion of the operating results of our business segments. In the United States, our T.J. Maxx and Marshalls stores are aggregated as the Marmaxx segment, and each of HomeGoods and A.J. Wright is reported as a separate segment. TJX's stores operated in Canada (Winners and HomeSense) are reported as the TJX Canada segment, and TJX's stores operated in Europe (T.K. Maxx and HomeSense) are reported as the TJX Europe segment. We evaluate the performance of our segments based on "segment profit or loss," which we define as pre-tax income before general corporate expense and interest. "Segment profit or loss," as we define the term, may not be comparable to similarly titled measures used by other entities. In addition, this measure of performance should not be considered an alternative to net income or cash flows from operating activities as an indicator of our performance or as a measure of liquidity. Presented below is selected financial information related to our business segments:

[Table of Contents](#)**U.S. Segments:****Marmaxx**

Dollars in millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	\$ 3,277.9	\$ 2,938.3
Segment profit	\$ 468.5	\$ 330.7
Segment profit as a percentage of net sales	14.3%	11.3%
Percent increase in same store sales	10%	1%
Stores in operation at end of period		
T.J. Maxx	896	882
Marshalls	817	809
Total Marmaxx	1,713	1,691
Selling square footage at end of period (in thousands)		
T.J. Maxx	20,906	20,714
Marshalls	20,598	20,405
Total Marmaxx	41,504	41,119

Net sales for Marmaxx increased 12% for the first quarter of fiscal 2011 as compared to the same period last year. Same store sales for Marmaxx increased 10% in the first quarter compared to the prior year. We executed the fundamentals of our off-price business model during the first quarter by maintaining a highly liquid inventory position and buying close to need.

Sales at Marmaxx for the first quarter reflected increased customer traffic. Categories that posted particularly strong same store sales increases included juniors, mens, jewelry and home fashions. Geographically, same store sales in the Mid-West and Southwest regions were above the chain average, while same store sales in the New England and the Mid-Atlantic regions were slightly below the chain average. We have embarked on an effort to renovate existing Marmaxx stores, and will have approximately 700 stores in our new prototype by the Fall of fiscal 2011. We have seen a lift in sales in stores renovated to date and believe that the additional renovations planned this year should benefit us in the second half of the year.

Segment profit for the first quarter ended May 1, 2010 was \$468.5 million, a 42% increase compared to the first quarter of fiscal 2010. Segment profit as a percentage of net sales (“segment profit margin” or “segment margin”) for the first quarter of fiscal 2011 increased to 14.3% from 11.3% for the same period last year, driven by strong merchandise margins (1.8 percentage points), leverage on the 10% same store sales increase (mainly improvement in occupancy costs as a percentage of net sales (0.6 percentage points)) and operating efficiencies.

As of May 1, 2010, Marmaxx’s per store inventories, including inventory on hand at its distribution centers, were down 15% as compared to those inventory levels at the same time last year. Per store inventories at May 2, 2009 were up 4% compared to those of the prior year period. As of May 1, 2010, inventory commitments (inventory on hand and merchandise on order) were up slightly on a per store basis compared to the end of the first quarter ended May 2, 2009.

**HomeGoods**

Dollars in millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	\$457.1	\$391.9
Segment profit	\$ 40.6	\$ 15.6
Segment profit as a percentage of net sales	8.9%	4.0%
Percent increase (decrease) in same store sales	15%	(1)%
Stores in operation at end of period	325	322
Selling square footage at end of period (in thousands)	6,391	6,321

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HomeGoods continued to post strong results, with net sales for the first quarter of fiscal 2011 increasing 17% compared to the same period last year. Same store sales increased 15% for the first quarter of fiscal 2011, driven by significantly increased customer traffic, compared to a decrease of 1% in the first quarter of fiscal 2010. Segment margin for this year's first quarter was up significantly from the same period last year, reaching 8.9%. The increase in segment margin was driven by increased merchandise margin resulting from increased markon and decreased markdowns, leveraging of expenses on the 15% same store sales increase and operational efficiencies.

**A.J. Wright**

Dollars in millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	\$211.4	\$179.4
Segment profit	\$ 9.8	\$ 4.4
Segment profit as a percentage of net sales	4.6%	2.5%
Percent increase in same store sales	7%	12%
Stores in operation at end of period	152	140
Selling square footage at end of period (in thousands)	3,065	2,786

A.J. Wright continued to post strong results, driven by increases in customer traffic. A.J. Wright's net sales increased 18% for the first quarter ending May 1, 2010 as compared to the same period last year, and segment profit more than doubled to \$9.8 million compared to the prior year. Same store sales increased 7% on top of a strong 12% increase in the prior year. Segment margin increased 2.1 percentage points, primarily due to improved merchandise margin and expense leverage on the 7% same store sales increase.

**International Segments:****TJX Canada**

U.S. Dollars in millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	\$ 555.0	\$ 424.1
Segment profit	\$ 54.4	\$ 19.7
Segment profit as a percentage of net sales	9.8%	4.7%
Percent increase in same store sales	6%	0%
Stores in operation at end of period		
Winners	211	206
HomeSense	79	75
Total	290	281
Selling square footage at end of period (in thousands)		
Winners	4,871	4,716
HomeSense	1,527	1,437
Total	6,398	6,153

Net sales for TJX Canada (which includes Winners and HomeSense) increased 31% for the first quarter ended May 1, 2010 compared to the same period last year. Currency exchange translation benefited first quarter sales growth by approximately 23 percentage points, as compared to the same period last year. Same store sales were up 6% for the first quarter of fiscal 2011 compared to being flat in the prior year.

Segment profit for the first quarter ended May 1, 2010 increased to \$54.4 million compared to \$19.7 million for the same period last year. The impact of foreign currency translation increased segment profit by approximately \$11 million in the first quarter of fiscal 2011 compared to the prior year. The mark-to-market adjustment on inventory

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hedges decreased segment profit by \$6 million in the first quarter of fiscal 2011 compared to a decrease of \$14 million in segment profit for the fiscal 2010 first quarter. Segment margin for the fiscal 2011 first quarter increased 5.1 percentage points to 9.8% over last year's first quarter. Of this 5.1 percentage point improvement, 2.4 percentage points were due to the favorable change in the mark-to-market adjustment of our inventory hedges, with the remainder primarily due to improved merchandise margins.

As of the end of the first quarter of fiscal 2011, we operated three StyleSense stores which are included in the Winners totals in the above table.

**TJX Europe**

U.S. Dollars in millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
Net sales	\$ 515.2	\$ 420.5
Segment profit	\$ 5.8	\$ 9.3
Segment profit as a percentage of net sales	1.1%	2.2%
Percent increase in same store sales	1%	6%
Stores in operation at end of period		
T.K. Maxx	272	238
HomeSense	14	8
Total	<u>286</u>	<u>246</u>
Selling square footage at end of period (in thousands)		
T.K. Maxx	6,309	5,518
HomeSense	222	123
Total	<u>6,531</u>	<u>5,641</u>

Net sales for TJX Europe increased 23% for the first quarter of fiscal 2011 compared to the same period last year. Currency exchange rate translation benefited sales for the first quarter of fiscal 2011 by approximately 7 percentage points as compared to the same period last year. Same store sales increased 1% for the first quarter of fiscal 2011 compared to a 6% increase for the same period last year. Segment profit for the first quarter of fiscal 2011 decreased to \$5.8 million, and segment profit margin decreased to 1.1%. We believe that unseasonable weather and certain execution issues in the U.K. and Ireland were the primary reasons for below-plan sales. Despite this shortfall in sales, fiscal 2011 first quarter segment profit for T.K. Maxx in the U.K. and Ireland was flat to last year's first quarter. Segment profit and margin were also impacted by the expansion of T.K. Maxx in Germany and Poland and HomeSense in the U.K. We continue to be encouraged by the performance of these stores, but as newer operations, they reduce segment margin generated by the more established T.K. Maxx in the U.K. and Ireland. We also invested in strengthening the shared services infrastructure for our planned European expansion, which impacted segment profit. The impact of currency exchange rates was immaterial to segment profit in the first quarters of fiscal 2011 and fiscal 2010.

**General corporate expense**

In millions	Thirteen Weeks Ended	
	May 1, 2010	May 2, 2009
General corporate expense	\$32.6	\$33.9

General corporate expense for segment reporting purposes represents those costs not specifically related to the operations of our business segments and is included in selling, general and administrative expenses. General corporate expense for this year's first quarter was down slightly compared to the same period in fiscal 2010 due to the inclusion of approximately \$2 million in restructuring costs in last year's first quarter.



**Analysis of Financial Condition**

*Liquidity and Capital Resources*

Net cash provided by operating activities was \$527 million for the quarter ended May 1, 2010, an increase of \$166 million over the \$361 million provided in the quarter ended May 2, 2009. Net income provided cash of \$331 million in the first quarter of fiscal 2011, an increase of \$122 million over net income of \$209 million in last year's first quarter. The change in merchandise inventory, net of the related change in accounts payable, resulted in a source of cash of \$96 million in fiscal 2011 compared to a source of cash of \$84 million in fiscal 2010. The reduction in inventory was the result of the ongoing implementation of our strategy of operating with leaner inventories and buying closer to need, which, in turn, increased inventory turnover. Changes in current income taxes payable/recoverable increased cash by \$126 million in the first quarter of fiscal 2011 compared to an increase of \$88 million in fiscal 2010.

Investing activities related primarily to property additions for new stores, store improvements and renovations, and investment in our distribution network. Cash outlays for property additions amounted to \$149 million in the quarter ended May 1, 2010, compared to \$66 million in the same period last year. We anticipate that capital spending for fiscal 2011 will be approximately \$750 million, which includes our planned increase in new store openings and store renovations. We also purchased short-term investments that had a maturity, when purchased, in excess of 90 days and which, per our policy, were not classified as cash on the balance sheet. In the first quarter of fiscal 2011, we purchased \$29 million in short-term investments, compared to \$57 million in the same period in fiscal 2010. Additionally, \$40 million of short-term investments were sold or matured during the first quarter of fiscal 2011.

Cash flows from financing activities resulted in cash outflow of \$176 million in the fiscal 2011 first quarter, compared to cash inflow of \$303 million in the fiscal 2010 first quarter. Last year's first quarter cash flows from financing activities included the net proceeds received on the issuance of \$375 million 6.95% notes due 2019. Related to this transaction, TJX also called for the redemption of its zero coupon convertible subordinated notes, carried at \$343 million in current installments of long-term debt on the balance sheet as of May 1, 2009. Virtually all of the zero coupon notes were converted into 15.1 million shares of TJX common stock during the second quarter of fiscal 2010. We used the proceeds from the notes offering to repurchase TJX common stock under our stock repurchase program.

We spent \$234 million to repurchase and retire 5.5 million shares in the first quarter of fiscal 2011 and \$43 million to repurchase and retire 1.6 million shares in the first quarter of fiscal 2010 under our stock repurchase programs. We record the purchase of our stock on a cash basis, and the amounts reflected in the financial statements may vary from the above due to the timing of the settlement of our repurchases. The fiscal 2011 stock repurchases were made under the \$1 billion stock repurchase plan announced in September 2009. As of May 1, 2010, \$561 million remained available for purchase under that program, as well as an additional \$1 billion under another stock repurchase program approved in February 2010. We determine the timing and amount of repurchases directly and under Rule 10b5-1 plans from time to time based on our assessment of various factors including excess cash flow, liquidity, market conditions, the economic environment and prospects for the business, and other factors, and the timing and amount of these purchases may change. Lastly, financing activities included \$88 million of proceeds from the exercise of stock options in the first quarter of fiscal 2011 versus \$10 million in last year's first quarter, and dividends paid on common stock in the first quarter of fiscal 2011 of \$49 million versus \$45 million in last year's first quarter.

We traditionally have funded our seasonal merchandise requirements through cash generated from operations, short-term bank borrowings and the issuance of short-term commercial paper. In the first quarters of fiscal 2011 and fiscal 2010, we had a \$500 million revolving credit facility maturing May 2010 and a \$500 million revolving credit facility maturing May 2011. These agreements have no compensating balance requirements and have various covenants including a requirement of a specified ratio of debt to earnings. These agreements serve as backup to our commercial paper program. The availability under our revolving credit facilities was \$1 billion at May 1, 2010 and May 2, 2009, and we had no borrowings outstanding at those dates under these agreements. The \$500 million facility maturing in May 2010 was replaced at that time with a new \$500 million, three-year revolving credit facility with similar terms and provisions but updated for market pricing. We believe existing cash balances, internally generated funds and our revolving credit facilities are more than adequate to meet our operating needs.

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**Provision for Computer Intrusion related costs:** We have a reserve for our estimate of the remaining probable losses arising from the Computer Intrusion. The reserve balance was \$22.5 million at May 1, 2010. As an estimate, the reserve is subject to uncertainty, actual costs may vary from the current estimate and such variations may be material. We may decrease or increase the amount of the reserve to adjust for matters such as developments in litigation, claims and related expenses, insurance proceeds and changes in the estimate.

### **Recently Issued Accounting Pronouncements**

See Note A to our unaudited consolidated financial statements included in this quarterly report for recently issued accounting standards, including the expected dates of adoption and estimated effects on our consolidated financial statements.

### **Forward-looking Statements**

Various statements made in this Quarterly Report on Form 10-Q are forward-looking and involve a number of risks and uncertainties. All statements that address activities, events or developments that we intend, expect or believe may occur in the future are forward-looking statements. The following are some of the factors that could cause actual results to differ materially from the forward-looking statements: global economies and credit and financial markets; foreign currency exchange rates; buying and inventory management; customer trends and preferences; market, geographic and category expansion; quarterly operating results; marketing, advertising and promotional programs; data security; seasonal influences; large size and scale; unseasonable weather; serious disruptions and catastrophic events; competition; personnel recruitment and retention; acquisitions and divestitures; information systems and technology; cash flows; consumer spending; merchandise quality and safety; merchandise importing; international operations; oil prices; compliance with laws, regulations and orders; changes in laws and regulations; outcomes of litigation and proceedings; real estate leasing; market expectations; tax matters and other factors that may be described in our filings with the Securities and Exchange Commission. We do not undertake to publicly update or revise our forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied in such statements will not be realized.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

We do not enter into derivatives for speculative or trading purposes.

**Foreign Currency Exchange Risk**

We are exposed to foreign currency exchange rate risk on our investment in our Canadian and European operations on the translation of these foreign operations into the U.S. dollar and on purchases by our operations of goods in currencies that are not their local currencies. As more fully described in Note E to our consolidated financial statements to the Annual Report on Form 10-K for the fiscal year ended January 30, 2010, we hedge a portion of our intercompany transactions with foreign operations and certain merchandise purchase commitments incurred by these operations with derivative financial instruments. We enter into derivative contracts only when there is an underlying economic exposure. We utilize currency forward and swap contracts, designed to offset the gains or losses in the underlying exposures. The contracts are executed with banks we believe are creditworthy and are denominated in currencies of major industrial countries. We have performed a sensitivity analysis assuming a hypothetical 10% adverse movement in foreign currency exchange rates applied to the hedging contracts and the underlying exposures described above as well as the translation of our foreign operations into our reporting currency. As of May 1, 2010, the analysis indicated that such an adverse movement would not have a material effect on our consolidated financial position but could have reduced our pre-tax income for the first quarter of fiscal 2011 by approximately \$6 million.

**Interest Rate Risk**

Our cash equivalents, short-term investments and certain lines of credit bear variable interest rates. Changes in interest rates affect interest earned and paid by us. In addition, changes in the gross amount of our borrowings and future changes in interest rates will affect our future interest expense. We periodically enter into financial instruments to manage our cost of borrowing; however, we believe that the use of primarily fixed-rate debt minimizes our exposure to market conditions. We have performed a sensitivity analysis assuming a hypothetical 10% adverse movement in interest rates applied to the maximum variable rate debt outstanding, cash and cash equivalents and short-term investments. As of May 1, 2010, the analysis indicated that such an adverse movement would not have a material effect on our consolidated financial position, results of operations or cash flows.

**Equity Price Risk**

The assets of our qualified pension plan, a large portion of which is invested in equity securities, are subject to the risks and uncertainties of the financial markets. We allocate the pension assets in a manner that attempts to minimize and control our exposure to market uncertainties. Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. The significant decline in the financial markets over the last several years has impacted the value of our pension plan assets and the funded status of our pension plan, resulting in increased contributions to the plan.

**Item 4. Controls and Procedures.**

We have carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of May 1, 2010 pursuant to Rules 13a-15(b) and 15d-15(b) of the Securities Exchange Act of 1934, as amended (the "Act"). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Act is (i) recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms; and (ii) accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosures.

There were no changes in our internal control over financial reporting, (as defined in Rules 13a-15(f) and 15d-15(f) under the Act) during the fiscal quarter ended May 1, 2010 identified in connection with the evaluation by our management, including our Chief Executive Officer and Chief Financial Officer that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II — OTHER INFORMATION**

**Item 1. Legal Proceedings.**

Not applicable

**Item 1A. Risk Factors.**

There have been no material changes to the risk factors disclosed in the "Risk Factors" section of our Annual Report on Form 10-K for the year ended January 30, 2010, as filed with the SEC on March 30, 2010.

[Table of Contents](#)**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.***Information on Share Repurchases*

The number of shares of common stock repurchased by TJX during the first quarter of fiscal 2011 and the average price paid per share are as follows:

	(a)	(b)	(c)	(d)
	Total Number of Shares Repurchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program(3)	Maximum Number (or Approximate Dollar Value) of Shares that May Yet be Purchased Under the Plans or Programs
January 31, 2010 through February 27, 2010	1,287,100	\$38.85	1,287,100	\$1,744,978,065
February 28, 2010 through April 3, 2010	2,366,904	\$42.61	2,366,904	\$1,644,134,571
April 4, 2010 through May 1, 2010	1,803,100	\$46.15	1,803,100	\$1,560,917,938
Total:	5,457,104		5,457,104	

(1) All shares were purchased as part of publicly announced plans or programs.

(2) Average price paid per share includes commissions and is rounded to the nearest two decimal places.

(3) The \$234 million in stock repurchases were made under the multi-year stock repurchase plan of \$1 billion, authorized by our Board of Directors in September 2009, under which \$561 million remained available for purchase as of May 1, 2010. In February 2010, the Board of Directors approved and announced an additional stock repurchase program that authorizes the repurchase of up to \$1 billion of TJX common stock from time to time in addition to the current \$1 billion stock repurchase program.

**Item 6. Exhibits**

The Registrant is filing Exhibits 10.1-10.9 to this Report in order to include certain schedules and exhibits to those Exhibits that were not previously filed with the Exhibits.

10.1	5-year Revolving Credit Agreement dated May 5, 2005 among various financial institutions as lenders, including Bank of America, N.A., JP Morgan Chase Bank, National Association, The Bank of New York, Citizens Bank of Massachusetts, Key Bank National Association and Union Bank of California, N.A., as co-agents. The related Amendment No. 1 to the 5-year Revolving Credit Agreement dated May 12, 2006 is incorporated herein by reference to Exhibit 10.2 to the Form 8-K filed May 17, 2006.*
10.2	The Employment Agreement dated as of June 2, 2009 between Bernard Cammarata and TJX.* ±
10.3	The Employment Agreement dated as of February 1, 2009 between Carol Meyrowitz and TJX.* ±
10.4	The Employment Agreement dated as of April 5, 2008 between Jeffrey Naylor and TJX. The Amendment to Employment Agreement, dated April 21, 2009, between Jeffrey Naylor and TJX is incorporated herein by reference to Exhibit 10.2 to the Form 8-K filed on April 24, 2009.* ±

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10.5	The Employment Agreement dated as of January 29, 2010 between Ernie Herrman and TJX.* ±
10.6	The Employment Agreement dated as of January 29, 2010 between Jerome Rossi and TJX.* ±
10.7	The Employment Agreement dated as of January 29, 2010 between and among Paul Sweetenham, TJX U.K., and TJX.*±
10.8	The Settlement Agreement by and between The TJX Companies, Inc. and MasterCard International Incorporated, dated April 2, 2008.
10.9	The Employment Agreement dated as of June 6, 2008 between Donald G. Campbell and TJX.*±
10.10	Amendment to The TJX Companies, Inc. Management Incentive Plan dated February 2, 2010.±
10.11	The TJX Companies, Inc. Management Incentive Plan, as amended and restated effective as of March 5, 2010. ±
10.12	Amendment to The TJX Companies, Inc. Long Range Performance Incentive Plan dated February 2, 2010. ±
10.13	The TJX Companies, Inc. Long Range Performance Incentive Plan, as amended and restated effective as of March 5, 2010.
10.14	The TJX Companies, Inc. Executive Savings Plan (2010 Restatement), effective as of January 1, 2010. ±
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from The TJX Companies, Inc.'s Quarterly Report on Form 10-Q for the quarter ended May 1, 2010, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Income, (ii) the Consolidated Balance Sheets, (iii) the Consolidated Statements of Cash Flows, (iv) the Consolidated Statement of Shareholders' Equity, and (v) Notes to Consolidated Financial Statements, tagged as blocks of text.

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\* Portions of certain exhibits to this agreement have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. Such information has been filed separately with the Securities and Exchange Commission.

± Management contract or compensatory plan or arrangement.

**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 thereunto duly authorized.

THE TJX COMPANIES, INC.

(Registrant)

Date: May 28, 2010

/s/Jeffrey G. Naylor

Jeffrey G. Naylor, Chief Financial and Administrative Officer  
(Principal Financial and Accounting Officer)

**EXHIBIT INDEX**

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---

\* Portions of certain exhibits to this agreement have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. Such information has been filed separately with the Securities and Exchange Commission.

± Management contract or compensatory plan or arrangement.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED  
AND WILL BE FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION  
PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

=====  
[Published CUSIP Number: \_\_\_\_\_]

5-YEAR REVOLVING CREDIT AGREEMENT  
Dated as of May 5, 2005

among

THE TJX COMPANIES, INC.,

as the Borrower,

THE FINANCIAL INSTITUTIONS NAMED HEREIN,

as the Lenders,

BANK OF AMERICA, N.A.,

as Administrative Agent,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

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

=====  
BANC OF AMERICA SECURITIES LLC,

BNY CAPITAL MARKETS, INC.

and

JPMORGAN SECURITIES INC.,

as Co-Lead Arrangers

and

BNY CAPITAL MARKETS, INC.

and

JPMORGAN SECURITIES INC.,

as Joint Book Runners  
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## EXHIBITS

Exhibit A-1	Form of Syndicated Note (if requested)
Exhibit A-2	Form of Swing Line Note (if requested)
Exhibit B	Required Opinions
Exhibit C	Form of Compliance Certificate
Exhibit D	Form of Assignment Agreement
Exhibit E	Form of Loan/Credit Related Money Transfer Instruction
Exhibit F-1	Form of Syndicated Advance Borrowing Notice
Exhibit F-2	Form of Swing Line Borrowing Notice
Exhibit G	Form of Prepayment Notice
Exhibit H	Form of Conversion/Continuation Notice
Exhibit I	Form of Designation Agreement

THIS 5-YEAR REVOLVING CREDIT AGREEMENT, dated as of May 5, 2005, is among THE TJX COMPANIES, INC., as the Borrower, THE FINANCIAL INSTITUTIONS NAMED HEREIN, as the Lenders, BANK OF AMERICA, N.A., as the Administrative Agent, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION 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. The parties hereto agree as follows:

ARTICLE I  
DEFINITIONS

1.1 Certain Defined Terms.

As used in this Agreement the following terms shall have the following meanings, such meanings being equally applicable to both the singular and plural forms of the terms defined:

"Accounting Changes" has the meaning specified in Section 9.9.

"Acquisition" means any transaction, or any series of related transactions, by which the Borrower or any of its Subsidiaries (a) acquires any going business or all or substantially all of the assets of any firm, corporation or division thereof which constitutes a going business, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency), or a majority (by percentage or voting power) of the outstanding partnership interests of a partnership or a majority (by percentage or voting power) of the outstanding ownership interests of a limited liability company.

"Administrative Agent" means Bank of America in its capacity as contractual representative for the Lenders pursuant to Article X, and not in its capacity as a Lender, and any successor Administrative Agent appointed pursuant to Article X.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 20% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise; provided that no individual shall be an Affiliate solely by reason of being, or actions taken as, a director, officer or employee.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders, as adjusted from time to time pursuant to the terms hereof. The initial Aggregate Commitment hereunder is Five Hundred Million and 00/100 Dollars (\$500,000,000).



"Agreement" means this 5-Year Revolving Credit Agreement, as it may from time to time be amended, restated, supplemented or otherwise modified.

"Alternate Base Rate" means, for any day, a rate of interest per annum equal to the higher of (a) the Prime Rate for such day and (b) the sum of Federal Funds Effective Rate for such day plus 0.50% per annum.

"Applicable Facility Fee Rate" means, from time to time, the Applicable Facility Fee Rate set forth in Section 2.21.

"Applicable Utilization Fee Rate" means, from time to time, the Applicable Utilization Fee Rate set forth in Section 2.21.

"Arrangers" means BAS, BNYCMI and JPMorgan Securities, in their capacity as co-lead arrangers and BNYCMI and JPMorgan Securities, in their capacity as joint book runners.

"Article" means an article of this Agreement unless another document is specifically referenced.

"Authorized Officer" means any of the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Controller or the Treasurer of the Borrower, acting singly.

"Bank of America" means Bank of America, N.A., in its individual capacity, and its successors.

"BAS" means Banc of America Securities LLC, in its individual capacity, and its successors.

"BNY" means The Bank of New York, in its individual capacity, and its successors.

"BNYCMI" means BNY Capital Markets, Inc., in its individual capacity, and its successors.

"Borrower" means The TJX Companies, Inc., a Delaware corporation, and its successors and assigns.

"Borrowing Date" means a date on which a Syndicated Advance or a Swing Line Loan is made hereunder.

"Borrowing Notice" means a Syndicated Advance Borrowing Notice or a Swing Line Borrowing Notice.

"Business Day" means (a) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in New York, New York and London, England for the conduct of substantially all of their commercial lending activities and (b) for all other purposes, a day (other

than a Saturday or Sunday) on which banks generally are open in New York, New York for the conduct of substantially all of their commercial lending activities; provided that each such day must also be a day on which the Administrative Agent is open for the conduct of its business.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

"Change" has the meaning specified in Section 3.2.

"Change in Control" means:

(a) the acquisition by any Person, or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) of Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), directly or indirectly, of 50% or more of the outstanding shares of voting stock of the Borrower; or

(b) during any period of twelve (12) consecutive calendar months, individuals:

(i) who were directors of the Borrower on the first day of such period; or

(ii) whose election or nomination for election to the board of directors of the Borrower was recommended or approved by at least a majority of the directors then still in office who were directors of the Borrower on the first day of such period, or whose election or nomination for election was so approved,

shall cease to constitute a majority of the board of directors of the Borrower.

"Chief Financial Officer" means, at any time, the Person who reports to the board of directors of the Borrower on the financial affairs of the Borrower and its Subsidiaries.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"Combined Commitment" means the sum of (a) the Aggregate Commitment hereunder and (b) the "Aggregate Commitment" under and as defined in the 4-Year Revolving Credit Agreement.

"Combined Utilized Amount" means (1) the sum of all Loans (whether Syndicated Loans or Swing Line Loans) and L/C Obligations hereunder, and (2) the aggregate principal amount of all "Loans" under and as defined in the 4-Year Revolving Credit Agreement.

"Commitment" means, for each Lender, the obligation of such Lender to make Syndicated Loans and to purchase participations in Letters of Credit and in Swing Line Loans not exceeding, in the aggregate, the amount set forth opposite its name on Schedule 1 hereto or as set forth in any Notice of Assignment relating to any assignment that has become effective pursuant to Section 12.3.2, as such amount may be modified from time to time pursuant to the terms hereof.

"Condemnation" has the meaning specified in Section 7.8.

"Consolidated Interest Expense" means, for any period, the aggregate amount of interest, including payments in the nature of interest under Capitalized Lease Obligations and the discount or implied interest component of Off-Balance Sheet Liabilities payable by the Borrower and its Subsidiaries for such period on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the consolidated net income (or loss) of the Borrower and its Subsidiaries for such period determined in accordance with GAAP; provided, that there shall be excluded from such amount (i) the income (or loss) of any Affiliate of the Borrower or other Person (other than a Subsidiary of the Borrower) in which any Person (other than the Borrower or any of its Subsidiaries) has a joint interest, except to the extent of the amount of dividends or other distributions actually paid to the Borrower or any of its Subsidiaries by such Affiliate or other Person during such period and (ii) the income (or loss) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries or that Person's assets are acquired by the Borrower or any of its Subsidiaries.

"Consolidated Net Worth" means, as of the date of any determination thereof, the consolidated shareholders' equity of the Borrower and its Subsidiaries determined in accordance with GAAP.

"Consolidated Rentals" means, for any period, the aggregate rental amounts payable by the Borrower and its Subsidiaries for such period under any lease of Property having an original term (including any required renewals or any renewals at the option of the lessor or lessee) of one year or more (but does not include any amounts payable under Capitalized Leases), determined in accordance with GAAP; provided, however, that there shall be excluded from such calculation rentals in respect of discontinued operations and other store closings reflected in the Borrower's consolidated financial statements (or the footnotes thereto) to the extent such rentals relate to operations for which a charge has been taken and/or reserve established in accordance with GAAP and which do not exceed the amount of such charge and/or reserve, the amount of which charge and/or reserve has been established consistent with GAAP.

"Consolidated Total Assets" means, as of the date of any determination thereof, the total assets of the Borrower and its Subsidiaries on a consolidated basis determined in accordance with GAAP.

"Contingent Obligation" of a Person means any agreement, written undertaking or contractual arrangement by which such Person assumes, guarantees, endorses, contingently

agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the financial or monetary obligation or financial or monetary liability of any other Person (excluding customary indemnification obligations arising from a purchase and sale agreement negotiated at arm's length and typical for transactions of a similar nature), or agrees in writing to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person in writing against loss, including, without limitation, any operating agreement, take-or-pay contract or application for or reimbursement agreement with respect to a letter of credit (including any Letter of Credit).

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

"Conversion/Continuation Notice" has the meaning specified in Section 2.7.

"Credit Ratings" has the meaning specified in Section 2.21.

"Default" means an event described in Article VII.

"Designated Lender" means, with respect to each Designating Lender, each Eligible Designee designated by such Designating Lender pursuant to Section 12.4(a).

"Designating Lender" means, with respect to each Designated Lender, the Lender that designated such Designated Lender pursuant to such Section 12.4(a).

"Disqualified Stock" means, for any Person, any capital stock of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Facility Termination Date.

"Dollars" and "\$" mean the lawful money of the United States.

"EBITDAR" for any period means the sum, without duplication, of (a) Consolidated Net Income during such period, plus (to the extent deducted in determining Consolidated Net Income) (b) all provisions for any foreign, federal, state and local taxes paid or accrued by the Borrower or any of its Subsidiaries during such period, plus (to the extent deducted in determining Consolidated Net Income) (c) Consolidated Interest Expense of the Borrower or any of its Subsidiaries during such period, minus (to the extent included in determining Consolidated Net Income) (d) extraordinary gains (and any unusual gains whether or not arising in the ordinary course of business not included in extraordinary gains) to the extent not included in income from continuing operations, plus (to the extent deducted in determining Consolidated Net Income) (e) consolidated depreciation, plus (to the extent deducted in determining Consolidated Net Income) (f) consolidated amortization expense, including without limitation, amortization of goodwill and other intangible assets and other non-cash charges but excluding reserves, plus (to the extent deducted in determining Consolidated Net Income) (g)

Consolidated Rentals, plus (to the extent deducted in determining Consolidated Net Income) (h) extraordinary losses; all of such items as determined in accordance with GAAP.

"Eligible Designee" means a special purpose corporation, partnership, limited partnership or limited liability company that is administered or sponsored by a Lender or an Affiliate of a Lender and (i) is organized under the laws of the United States or any state thereof, (ii) is engaged primarily in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business and (iii) issues (or the parent of which issues) commercial paper rated at least A-1 or the equivalent thereof by S&P or P-1 or the equivalent thereof by Moody's.

"Eligible Participant" means (i) a Lender or any Affiliate thereof which is a commercial bank, (ii) any other commercial bank having capital and surplus in excess of \$100,000,000 or (iii) an Eligible Designee.

"Environmental, Health or Safety Requirements of Law" means all Requirements of Law derived from or relating to federal, state and local laws or regulations relating to or addressing pollution or protection of the environment, or protection of worker health or safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq., and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., in each case including any amendments thereto, any successor statutes, and any regulations or guidance promulgated thereunder, and any state or local equivalent thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

"Eurodollar Advance" means a Syndicated Advance denominated in Dollars that bears interest at a Eurodollar Rate.

"Eurodollar Applicable Margin" means, from time to time, the Eurodollar Applicable Margin set forth in Section 2.21.

"Eurodollar Base Rate" means, with respect to a Eurodollar Advance for the relevant Eurodollar Interest Period, the applicable British Bankers' Association Interest Settlement Rate for deposits in Dollars appearing on Reuters Screen FRBD as of 11:00 a.m. (London time) two Business Days prior to the first day of such Eurodollar Interest Period and having a maturity equal to such Eurodollar Interest Period, provided that, (i) if Reuters Screen FRBD is not available to the Administrative Agent for any reason, the applicable Eurodollar Base Rate for the relevant Eurodollar Interest Period shall instead be the applicable British Bankers' Association Interest Settlement Rate for deposits in Dollars as reported by any other generally recognized financial information service as of 11:00 a.m. (London time) two Business Days prior to the first day of such Eurodollar Interest Period and having a maturity equal to such Eurodollar Interest Period, and (ii) if no such British Bankers' Association Interest Settlement Rate is available to the Administrative Agent, the applicable Eurodollar Base Rate for the relevant Eurodollar Interest Period shall instead be the rate determined by the Administrative Agent to be the rate at which Bank of America or one of its affiliate banks offers to place deposits in Dollars with first-class banks in the London interbank market at approximately 11:00

a.m. (London time) two Business Days prior to the first day of such Eurodollar Interest Period, in the approximate amount of Bank of America's relevant Eurodollar Advance and having a maturity equal to such Eurodollar Interest Period.

"Eurodollar Interest Period" means, with respect to a Eurodollar Advance, a period of one, two, three, six or, if available to all Lenders, twelve months commencing on a Business Day selected by the Borrower pursuant to this Agreement. Such Eurodollar Interest Period shall end on (but exclude) the day which corresponds numerically to such date one, two, three, six or twelve months thereafter, unless there is no such numerically corresponding day in such next, second, third, sixth or twelfth succeeding month, in which case such Eurodollar Interest Period shall end on the last Business Day of such next, second, third, sixth or twelfth succeeding month. If a Eurodollar Interest Period would otherwise end on a day which is not a Business Day, such Eurodollar Interest Period shall end on the next succeeding Business Day, unless said next succeeding Business Day falls in a new calendar month, in which case such Eurodollar Interest Period shall end on the immediately preceding Business Day.

"Eurodollar Loan" means a Syndicated Loan denominated in Dollars which bears interest at the Eurodollar Rate.

"Eurodollar Rate" means, with respect to a Eurodollar Advance for the relevant Eurodollar Interest Period, the sum of (a) the quotient of (i) the Eurodollar Base Rate applicable to such Eurodollar Interest Period, divided by (ii) one minus the Reserves (expressed as a decimal) applicable to such Eurodollar Interest Period, plus (b) the Eurodollar Applicable Margin in effect from time to time during such Eurodollar Interest Period. The Eurodollar Rate shall be rounded to the next higher multiple of 1/100 of 1% if the rate is not such a multiple.

"Existing Credit Agreements" means, collectively, (i) that certain 364-Day Credit Agreement dated as of March 26, 2002 among the Borrower, the financial institutions named therein, BNY, as successor administrative agent to Bank One, NA, JPMorgan and Bank of America, as successor syndication agents to Fleet National Bank and BNY and KeyBank and Union Bank of California, as successor documentation agents to Bank of America and JP Morgan, as amended from time to time, and (ii) that certain 5-Year Revolving Credit Agreement dated as of March 26, 2002 among the Borrower, the financial institutions named therein, Bank One, NA, as administrative agent, Fleet National Bank and BNY, as syndication agents, and Bank of America and JPMorgan, as documentation agents, as amended from time to time.

"Facility Termination Date" means May 5, 2010.

"Fair Value" means the value of the relevant asset determined in an arm's-length transaction conducted in good faith between an informed and willing buyer and an informed and willing seller under no compulsion to buy or sell.

"Federal Funds Effective Rate" means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a

Business Day, the average (rounded upward, if necessary to a whole multiple of 1/100 of 1%) of the quotations at approximately 10:00 a.m. (New York time) on such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent in its sole discretion.

"Fee Letters" means, collectively, (i) that certain fee letter dated as of March 23, 2005 among the Borrower, the Syndication Agents and the Arrangers (other than BAS), as amended, restated, supplemented or otherwise modified from time to time; and (ii) that certain fee letter dated as of the April 6, 2005 between the Borrower and the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time.

"Floating Rate" means, for any day, a rate per annum equal to the Alternate Base Rate for such day, changing when and as the Alternate Base Rate changes.

"Floating Rate Advance" means a Syndicated Advance denominated in Dollars which bears interest at the Floating Rate.

"Floating Rate Loan" means a Syndicated Loan denominated in Dollars which bears interest at the Floating Rate.

"4-Year Revolving Credit Agreement" means that certain 4-Year Revolving Credit Agreement, dated as of May 5, 2005, among the Borrower, the financial institutions named therein, Bank of America, N.A., as the administrative agent thereunder, BNY and JPMorgan, as the syndication agents thereunder and Citizens Bank of Massachusetts, KeyBank National Association and Union Bank of California, N.A., as the documentation agents thereunder, as the same may be further amended, restated, supplemented or otherwise modified and as in effect from time to time.

"Funded Debt" of any Person means, without duplication, all obligations of such Person for money borrowed (whether or not such obligations have a maturity in excess of one year) which in accordance with GAAP shall be classified upon a balance sheet of such Person as liabilities of such Person, and in any event shall include (a) all Capitalized Lease Obligations of such Person and (b) all Contingent Obligations of such Person with respect to money borrowed, but shall exclude (i) notes, bills and checks presented in the ordinary course of business by such Person to banks for collection or deposit, (ii) with reference to the Borrower and its Subsidiaries, all obligations of the Borrower and its Subsidiaries of the character referred to in this definition to the extent owing to the Borrower or any Subsidiary, (iii) bankers acceptances which, in accordance with GAAP, are classified as accounts payable and (iv) Contingent Obligations set forth on Schedule 6.14. Without in any way limiting the foregoing, Funded Debt of the Borrower shall include all Loans outstanding under this Agreement and all "Loans" outstanding under and as defined in the 4-Year Revolving Credit Agreement.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States. An Affiliate of the Borrower which is consolidated with the accounts of the Borrower in accordance with GAAP shall for all accounting and financial tests contained in this Agreement be treated as a Subsidiary hereunder.

"Governmental Acts" has the meaning specified in Section 2.20.9.

"Governmental Authority" means any country or nation, any political subdivision of such country or nation, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government of any country or nation or political subdivision thereof.

"Gross Negligence" means either recklessness or actions taken or omitted with conscious indifference to or the complete disregard of consequences. Gross Negligence does not mean the absence of ordinary care or diligence, or an inadvertent act or inadvertent failure to act. If the term "gross negligence" is used with respect to the Administrative Agent or any Lender or any indemnitee in any of the Loan Documents, it shall have the meaning set forth herein.

"Hedging Agreement" means any interest rate, commodity or foreign currency exchange swap, cap or collar arrangement or any other derivative product customarily offered by banks or other financial institutions to their customers in order to reduce the exposure of such customers to interest rate and exchange rate fluctuations.

"Indebtedness" of a Person means, without duplication, such Person's (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of Property or services (other than (i) accounts payable and (ii) bankers acceptances classified in accordance with GAAP as accounts payable, in each case arising in the ordinary course of such Person's business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, acceptances (to the extent not classified as accounts payable in accordance with GAAP), or other similar instruments, (e) Capitalized Lease Obligations, (f) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property, (g) all Off-Balance Sheet Liabilities of such Person, (h) net obligations in respect of Hedging Agreements (to the extent a liability is created) (i) all Disqualified Stock and (j) any other obligation in writing for borrowed money or financial accommodation with respect to other items included in the definition of Indebtedness above which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person, but excluding, in any event, (i) amounts payable by such Person in respect of covenants not to compete, and (ii) with reference to the Borrower and its Subsidiaries, all obligations of the Borrower and its Subsidiaries of the character referred to in this definition to the extent owing to the Borrower or any Subsidiary of the Borrower.

"Indemnified Matters" has the meaning specified in Section 9.7(b).

"Indemnitees" has the meaning specified in Section 9.7(b).

"Intellectual Property" means (i) any and all intangible personal property consisting of intellectual property, whether or not registered with any governmental entity, including, without limitation, franchises, licenses, patents, technology and know-how, copyrights, trademarks, trade secrets, service marks, logos and trade names and (ii) any and all contract rights (including, without limitation, applications for governmental registrations, license agreements, trust agreements and assignment agreements) creating, evidencing or conveying an interest or right in or to any of the intellectual property described in the preceding clause (i).



"Interest Period" means a Eurodollar Interest Period.

"Investment" of a Person means any loan, advance (other than commission, travel and other loans, credits and advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade), deposit account or contribution of capital by such Person to any other Person or any investment in, or purchase or other acquisition of, the stock, partnership interests, ownership interests in any limited liability company, notes, debentures or other securities of any other Person made by such Person (other than anticipatory prepayments to vendors in the ordinary course of business consistent with past practice).

"Issuing Lender" means BNY, JPMorgan, Bank of America and any other Lender that may become an Issuing Lender pursuant to Section 2.20, and their respective successors and assigns, in each case in such Lender's separate capacity as an issuer of Letters of Credit pursuant to Section 2.20.

"JPMorgan" means JPMorgan Chase Bank, National Association, in its individual capacity, and its successors.

"JPMorgan Securities" means JPMorgan Securities Inc., in its individual capacity, and its successors.

"L/C Draft" means a draft drawn on an Issuing Lender pursuant to any of the Letters of Credit.

"L/C Interest" has the meaning specified in Section 2.20.5.

"L/C Obligations" means an amount equal to the sum (without duplication) of (i) the aggregate of the amount then available for drawing under each of the Letters of Credit (which shall include any automatic increase in the amount available for drawing under any Letter of Credit, whether or not such increase has occurred), (ii) the face amounts of all outstanding L/C Drafts corresponding to the Letters of Credit, which L/C Drafts have been accepted by the Issuing Lenders and (iii) the aggregate outstanding amount of Reimbursement Obligations at such time.

"Lenders" means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns.

"Lending Installation" means, with respect to a Lender, any office, branch, subsidiary or affiliate of such Lender.

"Letter of Credit" means any standby or commercial letter of credit issued pursuant to Section 2.20.

"Leverage Ratio" means, with respect to the last day of any fiscal quarter, the ratio of:

(i) the sum of (a) Funded Debt of the Borrower and its Subsidiaries on a consolidated basis, plus (b) an amount equal to the product of four (4) multiplied by Consolidated Rentals for the period of four consecutive fiscal quarters ending on such day to

(ii) EBITDAR of the Borrower and its Subsidiaries on a consolidated basis for the period of four consecutive fiscal quarters ending on such day.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Loan" means a Syndicated Loan or a Swing Line Loan.

"Loan Documents" means this Agreement, any Notes, the applications, reimbursement agreements and other instruments and agreements related to the Letters of Credit and L/C Interests and all other documents, instruments and agreements executed in connection therewith or contemplated thereby, as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time.

"Material Adverse Effect" means a material adverse effect on (a) the business, financial condition, operations, performance or Property of the Borrower and its Subsidiaries on a consolidated basis, (b) the ability of the Borrower to perform its obligations under the Loan Documents, or (c) the validity or enforceability of any of the Loan Documents or any material rights or remedies of the Administrative Agent or the Lenders thereunder.

"Material Indebtedness" means Indebtedness (including the net obligations in respect of Hedging Agreements) which, individually, or in the aggregate, exceeds \$30,000,000.

"Money Market Rate" is defined in Section 2.9(a).

"Money Market Rate Loan" means a Swing Line Loan which bears interest at a Money Market Rate.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a Plan, if any, maintained pursuant to a collective bargaining agreement or any other arrangement to which the Borrower or any member of the Controlled Group is a party to which more than one non-Affiliated employer is obligated to make contributions.

"Note" means a Syndicated Note or a Swing Line Note.

"Notice of Assignment" has the meaning specified in Section 12.3.2.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all L/C Obligations, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Borrower to the Lenders or to any Lender, the Administrative Agent or any indemnified party hereunder arising under the Loan Documents.

"Off-Balance Sheet Liability" of a Person means (i) any repurchase obligation or liability of such Person or any of its Subsidiaries with respect to accounts or notes receivable sold by such Person or any of its Subsidiaries (calculated to include the unrecovered investment of purchasers or transferees of accounts or any other obligation of such Person or such transferor to purchasers/transferees of interests in accounts or notes receivable or the agent for such purchasers/transferees), (ii) any liability under any sale and leaseback transaction which is not a Capitalized Lease, (iii) any liability under any financing lease or Synthetic Lease or "tax ownership operating lease" transaction entered into by such Person, including any Synthetic Lease Obligations, or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheets of such Person, but excluding from this clause (iv) Operating Leases.

"Operating Lease" of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee.

"Participant" has the meaning specified in Section 12.2.1.

"Patriot Act" has the meaning specified in Article XV.

"Payment Office" means the principal office of the Administrative Agent in Concord, California, located on the date hereof at 1850 Gateway Boulevard, Concord, California 94520 or such other office of the Administrative Agent as the Administrative Agent may from time to time designate by written notice to the Borrower and the Lenders.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Acquisition" means any Acquisition made by the Borrower or any of its Subsidiaries, provided that upon giving effect to each such Acquisition (a) the Person so acquired by the Borrower shall have either been merged into the Borrower or a Subsidiary (with the Borrower or the Subsidiary as the surviving entity) or such Person shall have become a Subsidiary of the Borrower; (b) no Default or Unmatured Default shall exist; (c) the Acquisition is consummated on a non-hostile basis approved by a majority of the board of directors or other governing body of the Person being acquired; and (d) involves the purchase of a business line similar, related, complementary or incidental to that of the Borrower and its Subsidiaries as of the date of this Agreement.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any member of the Controlled Group may have any liability.

"Prepayment Notice" has the meaning specified in Section 2.5.

"Prime Rate" means the per annum rate announced by the Administrative Agent (or its parent) from time to time as its "prime rate" (it being acknowledged that such announced rate is a rate set by the Administrative Agent based on various factors including the Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate), which prime rate shall change at the opening of business on the day of any change in such announced rate.

"Pro Rata Share" means, with respect to any Lender, the percentage obtained by dividing (A) such Lender's Commitment at such time (as adjusted from time to time in accordance with the provisions of this Agreement) by (B) the Aggregate Commitment at such time; provided, that if the Commitments are terminated pursuant to the terms of this Agreement, then "Pro Rata Share" means the percentage obtained by dividing (x) the sum of each Lender's L/C Obligations, Syndicated Loans and Swing Line Loans by (y) the aggregate amount of all Syndicated Loans, Swing Line Loans and L/C Obligations.

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Purchasers" has the meaning specified in Section 12.3.1.

"Rated Debt" means the Borrower's senior unsecured non-credit-enhanced long-term Indebtedness, which Indebtedness does not benefit from guaranties or other credit enhancement provided by any of the Borrower's Subsidiaries.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by and to brokers and dealers of securities for the purpose of purchasing or carrying margin stocks.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Reimbursement Obligation" is defined in Section 2.20.6.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event; provided, however, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code.

"Required Lenders" means Lenders having, in the aggregate, at least 51% of the Aggregate Commitment; provided, however, that in the event any of the Lenders shall have failed to fund a portion of any Syndicated Advance requested by the Borrower, any participation in any Letter of Credit or any refunding of or participation in any Swing Line Loan which such Lenders are obligated to fund under the terms of this Agreement and any such failure has not been cured, then for so long as such failure continues, "Required Lenders" means Lenders (excluding all such defaulting Lenders) having, in the aggregate, at least 51% of the aggregate Commitments of such non-defaulting Lenders; provided, further, however, that, if the Aggregate Commitment has been terminated pursuant to the terms of this Agreement, "Required Lenders" means Lenders (without regard to such Lenders' performance of their respective obligations hereunder) whose aggregate outstanding principal balance of all Syndicated Loans, Swing Line Loans and L/C Obligations is equal to or greater than 51%.

"Requirements of Law" means, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, Regulations T, U and X, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, and any certificate of occupancy, zoning ordinance, building, environmental or land use requirement or permit or environmental, labor, employment, occupational safety or health law, rule or regulation, including Environmental, Health or Safety Requirements of Law.

"Reserves" means, with respect to a Eurodollar Interest Period, the maximum aggregate reserves (including all basic, supplemental, marginal and other reserves) imposed under Regulation D on Eurocurrency liabilities.

"Risk-Based Capital Guidelines" has the meaning specified in Section 3.2.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with intent to lease such Property as lessee pursuant to a Capitalized Lease.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Single Employer Plan" means a Plan, if any, maintained by the Borrower or any member of the Controlled Group for employees of the Borrower or any member of the Controlled Group. The term "Single Employer Plan" does not include any Multiemployer Plan.

"Specified Remittance Time" means (a) if the relevant Payment Office is located in New York, New York, 2:00 p.m. (New York time) and (b) if the relevant Payment Office is located elsewhere, such time as the Administrative Agent shall specify after consultation with the Lenders and the consent of the Borrower, which consent shall not be unreasonably withheld.

"Subsidiary" of a Person means (a) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (b) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"Substantial Portion" means, with respect to the Property of any Person and its Subsidiaries, Property which:

(a) when aggregated with all other Property in accordance with Section 6.11 (i) represents more than 15% of the consolidated assets of such Person and its Subsidiaries as would be shown in the consolidated financial statements of such Person and its Subsidiaries as at the beginning of the fiscal year in which such determination is made, or (ii) is responsible for more than 15% of the consolidated net sales of such Person and its Subsidiaries as reflected in the financial statements referred to in clause (i) above; or

(b) in any individual transaction or series of related transactions (i) represents more than 10% of the consolidated assets of such Person and its Subsidiaries as would be shown in the consolidated financial statements of such Person and its Subsidiaries as at the beginning of the fiscal year in which such determination is made, or (ii) is responsible for more than 10% of the consolidated net sales of such Person and its Subsidiaries as reflected in the financial statements referred to in clause (i) above.

"Swing Line Borrowing Notice" has the meaning specified in Section 2.9(b).

"Swing Line Commitment" means the obligation of the Swing Line Lender to make Swing Line Loans up to a maximum principal amount of \$25,000,000 at any one time outstanding.

"Swing Line Lender" means Bank of America or any other Lender as a successor Swing Line Lender.

"Swing Line Loan" means a loan made available to the Borrower by the Swing Line Lender pursuant to Section 2.9.

"Swing Line Note" means a Note in substantially the form of Exhibit A-2 hereto duly executed by the Borrower and payable to the order of the Swing Line Lender in the amount of its Swing Line Commitment.

"Syndicated Advance" means a borrowing consisting of simultaneous Syndicated Loans of the same Type made to the Borrower by each of the Lenders pursuant to Section 2.1, and, in the case of Eurodollar Advances, for the same Interest Period.

"Syndicated Advance Borrowing Notice" has the meaning specified in Section 2.6.

"Syndicated Loan" means a loan by a Lender to the Borrower as part of a Syndicated Advance.

"Syndicated Note" means a promissory note of the Borrower payable to the order of any Lender, in substantially the form of Exhibit A-1 hereto, evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the Syndicated Loans made by such Lender to the Borrower.

"Syndication Agents" means, collectively, BNY and JPMorgan, and their respective successors and assigns.

"Synthetic Lease" means a so-called "synthetic" lease that is not treated as a capital lease under GAAP, but that is treated as a financing under the Code.

"Synthetic Lease Obligations" means, collectively, the payment obligations of the Borrower or any of its Subsidiaries pursuant to a Synthetic Lease.

"Transferee" has the meaning specified in Section 12.5.

"Type" means, (a) with respect to any Syndicated Loan, its nature as a Floating Rate Loan or a Eurodollar Loan and (b) with respect to any Syndicated Advance, its nature as a Floating Rate Advance or a Eurodollar Advance.

"Unfunded Liabilities" means the amount (if any) by which the present actuarial value of all vested nonforfeitable benefits under all Single Employer Plans (based on the actuarial assumptions for each such plan) exceeds the Fair Value of all such Plan assets allocable to such benefits, all determined as of the then most recent valuation date for such Plans.

"United States" and "U.S." mean the United States of America.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"Wholly-Owned Subsidiary" of a Person means (a) any Subsidiary all of the outstanding voting securities of which (other than directors qualifying shares and shares required by applicable corporate law to be owned by foreign nationals) shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (b) any partnership, association, joint venture or similar business organization 100% of the ownership interests having ordinary voting power of which (other than directors qualifying shares and shares required by applicable corporate law to be owned by foreign nationals) shall at the time be so owned or controlled.

## ARTICLE II THE CREDITS

### 2.1 The Syndicated Loans.

From and including the date of this Agreement and prior to the Facility Termination Date, each Lender severally agrees, on the terms and conditions set forth in this Agreement (including, without limitation, the terms and conditions of Section 2.11 and Section 8.1 relating to the reduction, suspension or termination of the Aggregate Commitment), to make Syndicated Loans to the Borrower from time to time in an aggregate amount not to exceed at any one time outstanding the amount of such Lender's Commitment; provided, however, that the Aggregate Commitment shall be deemed used from time to time to the extent of (i) the aggregate L/C Obligations then outstanding, and such deemed use of the Aggregate Commitment shall be applied to the Lenders ratably according to their respective Commitments and (ii) the aggregate amount of the Swing Line Loans then outstanding, and such deemed use of the Aggregate Commitment shall be applied to the Lenders ratably according to their respective Commitments. Subject to the terms of this Agreement (including, without limitation, the terms and conditions of Section 2.11 and Section 8.1 relating to the reduction, suspension or termination of the Aggregate Commitment), the Borrower may borrow, repay and reborrow Syndicated Loans at any time prior to the Facility Termination Date. Unless earlier terminated in accordance with the terms and conditions of this Agreement, the Commitments of the Lenders to lend hereunder shall expire on the Facility Termination Date. Notwithstanding anything herein to the contrary, each of the Lenders shall be required to fund its ratable share of any Syndicated Advance made in connection with any L/C Drafts notwithstanding that such Advance may be made on or after the date of any reduction, suspension or termination of the Aggregate Commitment pursuant to Section 2.11(c) or Section 8.1 of this Agreement.

### 2.2 Repayment of the Syndicated Loans.

Any outstanding Syndicated Loans shall be paid in full by the Borrower on the Facility Termination Date; provided, however, that nothing in this Section 2.2 shall be construed



as limiting or modifying the obligation of the Borrower to repay any or all of the outstanding Syndicated Loans at any earlier time in accordance with the terms of this Agreement.

### 2.3 Ratable Loans; Types of Syndicated Advances.

Each Syndicated Advance hereunder shall consist of Syndicated Loans made from the several Lenders ratably in proportion to their respective Pro Rata Shares of the Aggregate Commitment. Any Syndicated Advance may be a Floating Rate Advance or a Eurodollar Advance, as the Borrower shall select in accordance with Sections 2.6 and 2.7.

### 2.4 Minimum Amount of Each Syndicated Advance.

Each Eurodollar Advance shall be in the minimum amount of \$15,000,000 (and an integral multiple of \$5,000,000 if in excess thereof) and each Floating Rate Advance shall be in the minimum amount of \$10,000,000 (and an integral multiple of \$1,000,000 if in excess thereof); provided, however, that any Syndicated Advance that is a Floating Rate Advance may be in the amount of the unused Aggregate Commitment.

### 2.5 Optional Prepayments of Syndicated Loans.

Subject to Section 3.4 and the requirements of Section 2.4, the Borrower may (a) following notice given to the Administrative Agent by the Borrower, in the form attached hereto as Exhibit G (a "Prepayment Notice") by not later than 2:00 p.m. (New York) on the date of the proposed prepayment, such notice specifying the aggregate principal amount of and the proposed date of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding principal amounts of the Floating Rate Loans comprising part of the same Syndicated Advance in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid and (b) following a Prepayment Notice given to the Administrative Agent by the Borrower by not later than 2:00 p.m. (New York) on, if the Syndicated Advance to be prepaid is a Eurodollar Advance, the third Business Day preceding the date of the proposed prepayment, such notice specifying the Syndicated Advance to be prepaid and the proposed date of the prepayment, and, if such notice is given, such Borrower shall, prepay the outstanding principal amounts of the Eurodollar Loans comprising a Eurodollar Advance in whole (and not in part), together with accrued interest to the date of such prepayment on the principal amount prepaid. In the case of a Floating Rate Advance, each partial prepayment shall be in an aggregate principal amount not less than \$10,000,000 (and an integral multiple of \$1,000,000 if in excess thereof).

### 2.6 Method of Selecting Types and Interest Periods for New Syndicated Advances.

The Borrower shall select the Type of each Syndicated Advance and, in the case of a Eurodollar Advance, the Interest Period applicable to such Syndicated Advance from time to time. The Borrower shall give the Administrative Agent irrevocable notice, in the form attached hereto as Exhibit F-1 (a "Syndicated Advance Borrowing Notice"), not later than 12:00 p.m. (New York) (i) on the Borrowing Date for each Floating Rate Advance and (ii) at least three Business Days before the Borrowing Date for each Eurodollar Advance, specifying:

(a) the Borrowing Date, which shall be a Business Day, of such Syndicated Advance,

(b) the aggregate amount of such Syndicated Advance,

(c) the Type of such Syndicated Advance, and

(d) in the case of each Eurodollar Advance, the Interest Period applicable thereto.

Not later than the Specified Remittance Time on each Borrowing Date, each Lender shall make available its Syndicated Loan or Syndicated Loans to the Administrative Agent in immediately available funds at the relevant Payment Office. To the extent that the Administrative Agent has received funds from the Lenders as specified in the preceding sentence and the applicable conditions set forth in Article IV have been fulfilled, the Administrative Agent will make such funds available to the Borrower at the relevant Payment Office promptly following the Specified Remittance Time, it being understood that, upon the request and direction of the Borrower, the Administrative Agent will make the applicable funds available to the Borrower by depositing such funds to such account with Bank of America as the Borrower shall designate.

#### 2.7 Conversion and Continuation of Outstanding Syndicated Advances.

Floating Rate Advances shall continue as Floating Rate Advances unless and until such Floating Rate Advances are converted into Eurodollar Advances or prepaid pursuant to Section 2.5. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Floating Rate Advance unless the Borrower shall have given the Administrative Agent a Conversion/Continuation Notice requesting that, at the end of such Interest Period, such Eurodollar Advance either continue as a Eurodollar Advance for the same or another Interest Period or be converted into a Syndicated Advance of another Type. Subject to the terms of Section 2.6, the Borrower may elect from time to time to convert all or any part of a Syndicated Advance of any Type into any other Type or Types of Syndicated Advances; provided that any conversion of any Eurodollar Advance shall be made on, and only on, the last day of the Interest Period applicable thereto. The Borrower shall give the Administrative Agent irrevocable notice in the form of Exhibit H hereto (a "Conversion/Continuation Notice") of each conversion of a Syndicated Advance or continuation of a Eurodollar Advance not later than 12:00 p.m. (New York time) (i) in the case of a conversion into a Floating Rate Advance on the date of such conversion and (ii) in the case of a conversion into or continuation of a Eurodollar Advance, at least three Business Days before the date of such conversion or continuation, specifying:

(a) the requested date, which shall be a Business Day, of such conversion or continuation;

(b) the aggregate amount and Type of the Syndicated Advance which is to be converted or continued; and

(c) the amount and Type(s) of Syndicated Advance(s) into which such Syndicated Advance is to be converted or continued and, in the case of a conversion into or continuation of a Eurodollar Advance, the duration of the Interest Period applicable thereto.

## 2.8 Payment of Interest on Syndicated Advances; Changes in Interest Rate.

(a) Interest accrued on each Floating Rate Advance shall be payable in arrears on the last Business Day of each fiscal quarter, on the Facility Termination Date, on the date of the reduction of all or any part of the Aggregate Commitment pursuant to Section 2.11 (solely with respect to such reduced amount) and on the date on which this Agreement is terminated in full and all of the Obligations hereunder have been paid in full pursuant to Section 2.2. Interest accrued on each Eurodollar Advance shall be payable in arrears on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest on Floating Rate Advances shall be calculated for actual days elapsed on the basis of a 365/366 - day year. Interest on Eurodollar Advances shall be calculated for actual days elapsed on the basis of a 360-day year. Interest shall be payable for the day a Syndicated Advance is made but not for the day of any payment on the amount paid if payment is received prior to 2:00 p.m. (New York time) at the place of payment. If any payment of principal or interest on a Syndicated Advance shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

(b) Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Floating Rate Advance is made or is converted from a Eurodollar Advance into a Floating Rate Advance pursuant to Section 2.7 to but excluding the date it becomes due or is converted into a Eurodollar Advance pursuant to Section 2.7, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on each Syndicated Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the Eurodollar Rate determined as applicable to such Eurodollar Advance. No Interest Period may end after the Facility Termination Date.

## 2.9 Swing Line Loans.

(a) Amount of Swing Line Loans. Upon the satisfaction of the conditions precedent set forth in Sections 4.1 and 4.2, from and including the date of this Agreement and prior to the Facility Termination Date, the Swing Line Lender agrees, on the terms and conditions set forth in this Agreement, to make Swing Line Loans to the Borrower from time to time in an amount not to exceed the least of (i) the Swing Line Commitment, (ii) the amount by which the Aggregate Commitment exceeds the sum of the outstanding principal amount of Syndicated Advances and L/C Obligations, or (iii) the available amount of the Commitment of the Swing Line Lender in its individual capacity as a Lender hereunder. In furtherance of the foregoing, the aggregate outstanding principal amount of the Swing Line Loans and Syndicated

Loans made by the Swing Line Lender and L/C Obligations owing to the Swing Line Lender shall at no time exceed the Commitment of the Swing Line Lender and, if at any time any such excess shall exist, the Borrower shall make a mandatory payment sufficient to eliminate such excess, which payment shall be applied to reduce the outstanding amount of the Swing Line Loans. Each Swing Line Loan shall be in a minimum amount of \$1,000,000 and increments of \$1,000,000 in excess thereof and all interest payable on the Swing Line Loans shall be payable to the Swing Line Lender for the account of such Swing Line Lender. In no event shall the number of Swing Line Loans outstanding at any time be greater than five. The Swing Line Lender agrees, upon the Borrower's request therefor, promptly to provide information regarding the applicable interest rate at which the Swing Line Lender will make Swing Line Loans to the Borrower on the Business Day of such request or the immediately following Business Day if such request is received after 2:00 p.m. (New York time) (the "Money Market Rate"), which Money Market Rate, in any event, shall not exceed the Floating Rate then applicable to Floating Rate Advances.

(b) Borrowing Notice. The Borrower shall deliver to the Administrative Agent and the Swing Line Lender an irrevocable notice, in the form attached hereto as Exhibit F-2 (a "Swing Line Borrowing Notice"), signed by it not later than 12:00 p.m. (New York time) on the Borrowing Date of each Swing Line Loan specifying (i) the applicable Borrowing Date (which shall be a Business Day), (ii) the aggregate amount of the requested Swing Line Loan and (iii) subject to the confirmation thereof by the Swing Line Lender, the Money Market Rate applicable to the requested Swing Line Loan. The Swing Line Loans shall at all times be Money Market Rate Loans.

(c) Making of Swing Line Loans. Promptly after receipt of the Swing Line Borrowing Notice under Section 2.9(b), the Administrative Agent shall notify each Lender of the requested Swing Line Loan. Promptly on the applicable Borrowing Date, the Swing Line Lender shall make available its Swing Line Loan in funds immediately available in New York, New York to the Administrative Agent at the address specified by the Administrative Agent. The Administrative Agent will promptly make such funds available to the Borrower.

(d) Repayment of Swing Line Loans. Each Swing Line Loan shall be paid in full by the Borrower on or before the seventh Business Day after the Borrowing Date for such Swing Line Loan. Outstanding Swing Line Loans may be repaid from the proceeds of Syndicated Advances or Swing Line Loans. Any repayment of a Swing Line Loan shall be accompanied by accrued interest thereon and shall be in the minimum amount of \$500,000 and in increments of \$100,000 in excess thereof or the full amount of such Swing Line Loan. If the Borrower at any time fails to repay a Swing Line Loan on the applicable date when due, the Borrower shall be deemed to have elected to borrow a Floating Rate Advance under Section 2.1 as of such date equal in amount to the unpaid amount of the Swing Line Loan and interest thereon (notwithstanding the minimum amount of Syndicated Advances as provided in Section 2.4). The proceeds of any such Floating Rate Advance shall be used to repay the Swing Line Loan and interest thereon. Unless any Lender shall have notified the Swing Line Lender prior to its making any Swing Line Loan, that the applicable conditions precedent set forth in Article IV have not then been satisfied, each Lender's obligation to make Loans pursuant to Section 2.1 and this Section 2.9(d) to repay Swing Line Loans shall be unconditional, continuing, irrevocable and absolute and shall not be affected by any circumstances, including the occurrence or continuance

of a Default. In the event that any Lender fails to make payment to the Administrative Agent of any amount due under this Section 2.9(d), the Administrative Agent shall be entitled to receive, retain and apply against such obligation the principal and interest otherwise payable to such Lender hereunder until the Administrative Agent receives such payment from such Lender or such obligation is otherwise fully satisfied. In addition to the foregoing, if for any reason any Lender fails to make payment to the Administrative Agent of any amount due under this Section 2.9(d), such Lender shall be deemed, at the option of the Administrative Agent, to have unconditionally and irrevocably purchased from the Swing Line Lender, without recourse or warranty, an undivided interest in and participation in the applicable Swing Line Loan in the amount of the Loan such Lender was required to make pursuant to this Section 2.9(d) and such interest and participation may be recovered from such Lender together with interest thereon at the Federal Funds Effective Rate for each day during the period commencing on the date of demand by the Administrative Agent and ending on the date such obligation is fully satisfied.

2.10 Intentionally Deleted.

2.11 Facility Fee; Utilization Fee; Adjustments in Aggregate Commitment.

(a) Facility Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee at a rate per annum equal to the Applicable Facility Fee Rate in effect from time to time on such Lender's Commitment (determined without giving effect to any usage of the Commitments), whether used or unused, from the date hereof until the date on which this Agreement is terminated in full and all of the Obligations hereunder have been paid in full pursuant to Section 2.2. Such facility fees shall be payable in arrears on the last Business Day of each March, June, September and December, on the Facility Termination Date, on the date of the reduction of all or any part of the Aggregate Commitment pursuant to Section 2.11(c) (solely with respect to such reduced amount) and on the date on which this Agreement is terminated in full and all of the Obligations hereunder have been paid in full pursuant to Section 2.2. Facility fees shall be calculated for actual days elapsed on the basis of a 360-day year.

(b) Utilization Fee. For each day from and after the date hereof on which the Combined Utilized Amount exceeds fifty percent (50%) of the Combined Commitment, the Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender, a utilization fee at a rate per annum equal to the Applicable Utilization Fee Rate in effect from time to time on the sum of all Loans (including all Syndicated Loans and Swing Line Loans) and L/C Obligations, payable from the date hereof until the date on which this Agreement is terminated in full and all of the Obligations hereunder have been paid in full pursuant to Section 2.2. Such utilization fees shall be payable in arrears on the last Business Day of each March, June, September and December, on the Facility Termination Date, on the date of the reduction of all or any part of the Aggregate Commitment pursuant to Section 2.11(c) and on the date on which this Agreement is terminated in full and all of the Obligations hereunder have been paid in full pursuant to Section 2.2. Utilization fees shall be calculated for actual days elapsed on the basis of a 360-day year.

(c) Reductions in Aggregate Commitment. The Borrower may permanently reduce the Aggregate Commitment in whole or in part ratably among the Lenders in a minimum

amount of \$15,000,000 and integral multiples of \$2,500,000 in excess thereof, upon at least two Business Days' written notice to the Administrative Agent, which notice shall specify the amount of any such reduction; provided, however, that the amount of the Aggregate Commitment may not be reduced below the sum of the aggregate principal amount of the outstanding Syndicated Advances and the aggregate outstanding L/C Obligations and Swing Line Loans.

(d) Increase of Aggregate Commitment. At any time the Borrower may, on the terms set forth below, request that the Aggregate Commitment hereunder be increased; provided, that (i) the Aggregate Commitment hereunder at no time shall exceed \$550,000,000, (ii) the Combined Commitment at no time shall exceed \$1,100,000,000, (iii) each such request shall be in a minimum amount of at least \$10,000,000 and in increments of \$5,000,000 in excess thereof, (iv) an increase in the Aggregate Commitment hereunder may only be made at a time when no Default or Unmatured Default shall have occurred and be continuing, (v) each Lender shall be offered a pro rata share of any requested increase prior to the Borrower, the Administrative Agent and the Syndication Agents inviting any additional financial institutions to become a Lender hereunder, and (vi) no Lender's Commitment shall be increased under this Section 2.11(d) without its consent. In the event of such a requested increase in the Aggregate Commitment, any financial institution which the Borrower, the Administrative Agent and the Syndication Agents invite to become a Lender or to increase its Commitment may set the amount of its Commitment at a level agreed to by the Borrower, the Administrative Agent and the Syndication Agents. In the event that the Borrower and one or more of the Lenders (or other financial institutions) shall agree upon such an increase in the Aggregate Commitment (i) the Borrower, the Administrative Agent and each Lender or other financial institution increasing its Commitment or extending a new Commitment shall enter into an amendment to this Agreement setting forth the amounts of the Commitments, as so increased, providing that the financial institutions extending new Commitments shall be Lenders for all purposes under this Agreement, and setting forth such additional provisions as the Administrative Agent shall consider reasonably appropriate and (ii) the Borrower shall furnish, if requested, a new Note to each financial institution that is extending a new Commitment or increasing its Commitment. No such amendment shall require the approval or consent of any Lender whose Commitment is not being increased. Upon the execution and delivery of such amendment as provided above, and upon satisfaction of such other conditions as the Administrative Agent may reasonably specify upon the request of the financial institutions that are extending new Commitments (including, without limitation, the Administrative Agent administering the reallocation of any outstanding Loans ratably among the Lenders after giving effect to each such increase in the Aggregate Commitment, and the delivery of certificates, evidence of corporate authority and legal opinions on behalf of the Borrower), this Agreement shall be deemed to be amended accordingly.

#### 2.12 Rates Applicable After Default.

Notwithstanding anything to the contrary contained in Section 2.8, during the continuance of a Default or Unmatured Default no Syndicated Advance may be made as, converted into or continued past the end of the applicable Interest Period as a Eurodollar Advance. During the continuance of a Default upon notice given to the Borrower by the Administrative Agent, (a) each Syndicated Advance and Swing Line Loan shall bear interest until paid in full at a rate per annum equal to the then-applicable rate of interest, as the case may

be, plus two percent (2.0%) per annum and (b) the letter of credit fees payable under Section 2.20.5 shall be increased by two percent (2.0%) per annum.

#### 2.13 Method of Payment.

All payments of the Obligations hereunder shall be made, without setoff, recoupment, deduction, or counterclaim, in immediately available funds to the Administrative Agent at the Administrative Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Administrative Agent specified in writing by the Administrative Agent to the Borrower, by 1:00 p.m. (New York time) on the date when due and shall be remitted by the Administrative Agent to the Lenders according to their respective interests therein. Each payment delivered to the Administrative Agent for the account of any Lender shall be delivered promptly by the Administrative Agent to such Lender in the same type of funds that the Administrative Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Administrative Agent from such Lender. The Administrative Agent is hereby authorized, but is not obligated, to charge the accounts of the Borrower maintained with Bank of America into which proceeds of Syndicated Advances are remitted pursuant to Section 2.6 for each payment of interest and fees as it becomes due hereunder, for each payment of principal, in accordance with the applicable Prepayment Notice or when otherwise due and payable in accordance with the terms hereof, and for each payment of Reimbursement Obligations when due and payable in accordance with the terms hereof.

#### 2.14 Evidence of Debt (Optional Notes); Telephonic Notices.

##### (a) Evidence of Debt (Optional Notes).

(i) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan or L/C Obligation made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(ii) The Administrative Agent shall also maintain accounts in which it will record (a) the amount of each Loan made and each L/C Obligation incurred hereunder, and, to the extent applicable, the Type thereof and the interest period with respect thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (c) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(iii) The entries in the accounts maintained pursuant to clauses (i) and (ii) above shall be prima facie evidence of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms. In the event of a conflict between the accounts maintained by the Administrative

Agent and the accounts maintained by a Lender, the accounts maintained by the Administrative Agent shall control in the absence of manifest error.

(iv) Any Lender may request that its Loans be evidenced by one or more Notes. In such event, the Borrower shall execute and deliver to such Lender the applicable Note or Notes payable to the order of such Lender. Thereafter, the Loans evidenced by any such Note and interest thereon shall at all times (including after any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the order of the payee named therein or any assignee pursuant to Section 12.3, except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in clauses (i) and (ii) above.

(b) Telephonic Notices. The Borrower hereby authorizes the Lenders and the Administrative Agent to extend, convert or continue Syndicated Advances and effect selections of Types of Syndicated Advances based on telephonic notices made by any person or persons the Administrative Agent in good faith believes to be acting on behalf of the Borrower. The Borrower agrees to deliver promptly to the Administrative Agent a written confirmation, if such confirmation is requested by the Administrative Agent or any Lender, of each telephonic notice signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Administrative Agent and the Lenders, the records of the Administrative Agent of the relevant telephonic notice shall govern absent manifest error.

#### 2.15 Notification of Syndicated Advances, Interest Rates, Prepayments and Commitment Reductions.

Promptly after receipt thereof, the Administrative Agent will notify each Lender of the contents of each Aggregate Commitment reduction notice, Borrowing Notice, Conversion/Continuation Notice and Prepayment Notice received by it hereunder. The Administrative Agent will notify each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give each Lender prompt notice of each change in the Alternate Base Rate.

#### 2.16 Lending Installations.

Each Lender may book its Loans at any one or more Lending Installations selected by such Lender and may change any such Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and any Notes requested by such Lender shall be deemed held by such Lender for the benefit of such Lending Installation. Each Lender may, by written or telex notice to the Administrative Agent and the Borrower, designate a Lending Installation through which Loans will be made by it and for whose account Loan payments are to be made.

#### 2.17 Non-Receipt of Funds by the Administrative Agent.

Unless the Borrower or a Lender, as the case may be, notifies the Administrative Agent prior to the date on which it is scheduled to make payment to the Administrative Agent of (a) in the case of a Lender, the proceeds of a Loan or (b) in the case of the Borrower, a payment



of principal, interest or fees to the Administrative Agent for the account of the Lenders, that it does not intend to make such payment, the Administrative Agent may assume that such payment has been made. The Administrative Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower, as the case may be, has not in fact made such payment to the Administrative Agent, the recipient of such payment shall, on demand by the Administrative Agent, repay to the Administrative Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate per annum equal to (a) in the case of repayment by a Lender, the Federal Funds Effective Rate for such day or (b) in the case of repayment by the Borrower, the interest rate applicable to the relevant Loan.

#### 2.18 Withholding Tax Exemption.

At least five Business Days prior to the first date on which interest or fees are payable hereunder for the account of any Lender, each Lender that is not incorporated under the laws of the United States of America, or a state thereof, agrees that it will deliver to each of the Borrower and the Administrative Agent two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, or successor applicable form, certifying in either case that such Lender is entitled to receive payments under this Agreement and the Notes (if requested) without deduction or withholding of any United States federal income taxes. Each Lender which so delivers a Form W-8BEN or W-8ECI, or successor applicable form, further undertakes to deliver to each of the Borrower and the Administrative Agent two additional copies of such form (or any successor form or related form as may from time to time be required under applicable law) on or before the date that such form expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent forms so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by the Borrower or the Administrative Agent, in each case certifying that such Lender is entitled to receive payments under this Agreement and the Notes (if requested) without deduction or withholding of any United States federal income taxes, unless an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender advises the Borrower and the Administrative Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

#### 2.19 Termination.

All unpaid Obligations shall be paid in full by the Borrower on the Facility Termination Date; provided, however, that nothing in this Section 2.19 shall be construed as limiting or modifying the obligation of the Borrower to repay any or all of the outstanding Obligations at any earlier time in accordance with the terms of this Agreement.

2.20 Letter of Credit Facility.

2.20.1 Obligation to Issue. Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Borrower herein set forth, each Issuing Lender hereby severally agrees to issue for the account of the Borrower through such Issuing Lender's branches as it and the Borrower may jointly agree, one or more Letters of Credit denominated in Dollars in accordance with this Section 2.20, from time to time during the period, commencing on the date hereof and ending on the third Business Day prior to the Facility Termination Date; provided, however, no Issuing Lender shall have any obligation to issue any Letter of Credit if, after taking into account such issuance, the aggregate L/C Obligations outstanding under Letters of Credit issued by it would exceed the amount specified on Schedule 2.20 next to its name. Schedule 2.20 may be updated from time to time by the Administrative Agent in connection with the addition of any Issuing Lender.

2.20.2 Types and Amounts. No Issuing Lender shall have any obligation to and no Issuing Lender shall:

(i) issue any Letter of Credit if on the date of issuance, before or after giving effect to the Letter of Credit requested hereunder, (a) the amount of the Syndicated Advances, the L/C Obligations and the Swing Line Loans outstanding at such time would exceed the Aggregate Commitment or (b) the aggregate outstanding amount of the L/C Obligations would exceed \$150,000,000; or

(ii) issue any Letter of Credit which has an expiration date later than the date which is the earlier of one (1) year after the date of issuance thereof or three (3) Business Days immediately preceding the Facility Termination Date.

2.20.3 Conditions. In addition to being subject to the satisfaction of the conditions contained in Sections 4.1 and 4.2, the obligation of an Issuing Lender to issue any Letter of Credit is subject to the satisfaction in full of the following conditions:

(i) the Borrower shall have delivered to the applicable Issuing Lender at such times and in such manner as such Issuing Lender may reasonably prescribe, a written request for issuance of such Letter of Credit, duly executed applications for such Letter of Credit, and such other documents, instructions and agreements as may be reasonably required pursuant to the terms thereof, and the proposed Letter of Credit shall be reasonably satisfactory to such Issuing Lender as to form and content; and

(ii) as of the date of issuance no order, judgment or decree of any court, arbitrator or Governmental Authority shall purport by its terms to enjoin or restrain the applicable Issuing Lender from issuing such Letter of Credit and no law, rule or regulation applicable to such Issuing Lender and no request or directive (whether or not having the force of law) from a Governmental Authority with jurisdiction over such Issuing Lender shall prohibit or request that such Issuing Lender refrain from the issuance of Letters of Credit generally or the issuance of that Letter of Credit.

If any provision in a letter of credit application delivered in connection with the foregoing is inconsistent with or more restrictive than a provision contained in this Agreement, the provisions contained in this Agreement shall control.

#### 2.20.4 Procedure for Issuance of Letters of Credit.

(a) Subject to the terms and conditions of this Section 2.20 and provided that the applicable conditions set forth in Sections 4.1 and 4.2 hereof have been satisfied, the applicable Issuing Lender shall, on the requested date, issue a Letter of Credit on behalf of the Borrower in accordance with such Issuing Lender's usual and customary business practices and, in this connection, such Issuing Lender may assume that the applicable conditions set forth in Section 4.2 hereof have been satisfied unless it shall have received notice to the contrary from a Lender or has knowledge that the applicable conditions have not been met.

(b) The applicable Issuing Lender shall give the Administrative Agent written or telex notice, or telephonic notice confirmed promptly thereafter in writing, of the issuance of a Letter of Credit, provided, however, that the failure to provide such notice shall not result in any liability on the part of such Issuing Lender.

(c) No Issuing Lender shall extend or amend any Letter of Credit unless the requirements of this Section 2.20 are met as though a new Letter of Credit was being requested and issued.

2.20.5 Letter of Credit Participation. Unless a Lender shall have notified the Issuing Lender, prior to its issuance of a Letter of Credit, that any applicable condition precedent set forth in Sections 4.1 and 4.2 had not then been satisfied immediately upon the issuance of each Letter of Credit hereunder, each Lender shall be deemed to have automatically, irrevocably and unconditionally purchased and received from the applicable Issuing Lender an undivided interest and participation in and to such Letter of Credit, the obligations of the Borrower in respect thereof, and the liability of such Issuing Lender thereunder (collectively, an "L/C Interest") in an amount equal to the amount available for drawing under such Letter of Credit multiplied by such Lender's Pro Rata Share. Each Issuing Lender will notify each Lender promptly upon presentation to it of an L/C Draft or upon any other draw under a Letter of Credit. On or before the Business Day on which an Issuing Lender makes payment of each such L/C Draft or, in the case of any other draw on a Letter of Credit, on demand by the Administrative Agent, each Lender shall make payment to the Administrative Agent, for the account of the applicable Issuing Lender, in immediately available funds in an amount equal to such Lender's Pro Rata Share of the amount of such payment or draw. The obligation of each Lender to reimburse the Issuing Lenders under this Section 2.20.5 shall be unconditional, continuing, irrevocable and absolute. In the event that any Lender fails to make payment to the Administrative Agent of any amount due under this Section 2.20.5, the Administrative Agent shall be entitled to receive, retain and apply against such obligation the principal and interest otherwise payable to such Lender hereunder until the Administrative Agent receives such payment (together with interest thereon at the Federal Funds Effective Rate from the date due until the date paid) from such Lender or such obligation is otherwise fully satisfied; provided, however, that nothing contained in this sentence shall relieve such Lender of its obligation to reimburse the applicable Issuing Lender for such amount in accordance with this Section 2.20.5.

2.20.6 Reimbursement Obligation. The Borrower agrees unconditionally, irrevocably and absolutely to pay immediately to the Administrative Agent, for the account of the applicable Issuing Lender and the Lenders, the amount of each advance which may be drawn under or pursuant to a Letter of Credit or an L/C Draft related thereto (such obligation of the Borrower to reimburse the Administrative Agent for an advance made under a Letter of Credit or L/C Draft being hereinafter referred to as a "Reimbursement Obligation" with respect to such Letter of Credit or L/C Draft). If the Borrower at any time fails to repay a Reimbursement Obligation pursuant to this Section 2.20.6, the Borrower shall be deemed to have elected to borrow Floating Rate Loans from the Lenders, as of the date of the advance giving rise to the Reimbursement Obligation, equal in amount to the amount of the unpaid Reimbursement Obligation. Such Floating Rate Loans shall be made as of the date of the payment giving rise to such Reimbursement Obligation, automatically, without notice and without any requirement to satisfy the conditions precedent otherwise applicable to a Syndicated Advance of Floating Rate Loans. Such Floating Rate Loans shall constitute a Floating Rate Advance, the proceeds of which Floating Rate Advance shall be used to repay such Reimbursement Obligation. If, for any reason, the Borrower fails to repay a Reimbursement Obligation on the day such Reimbursement Obligation arises and, for any reason, the Lenders are unable to make or have no obligation to make Floating Rate Loans, then such Reimbursement Obligation shall bear interest from and after such day, until paid in full, at the interest rate applicable to a Floating Rate Advance.

2.20.7 Letter of Credit Fees. The Borrower agrees to pay (a) to the Administrative Agent for the ratable benefit of the Lenders, a letter of credit fee equal to (i) for standby Letters of Credit, the Eurodollar Applicable Margin in effect from time to time on the aggregate daily amount available for drawing under the outstanding standby Letters of Credit and (ii) for commercial Letters of Credit, fifty percent (50%) of the Eurodollar Applicable Margin in effect from time to time on the aggregate daily amount available for drawing under the outstanding commercial Letters of Credit, such fees described in clauses (a)(i) and (ii) to be paid in arrears on the last Business Day of each calendar quarter and on the Facility Termination Date and (b) to the Administrative Agent for the benefit of the Issuing Lenders, a fronting fee in an amount agreed to between the Borrower and the applicable Issuing Lender on the aggregate daily amount available for drawing under their respective outstanding Letters of Credit, to be paid in arrears on the last Business Day of each calendar quarter and on the Facility Termination Date and all customary fees and other issuance, amendment, negotiation and presentment expenses and related charges in connection with the issuance, amendment, presentation of L/C Drafts, and the like customarily charged by the applicable Issuing Lender with respect to standby letters of credit and commercial letters of credit, including, without limitation, standard commissions with respect to commercial letters of credit, payable at the time of invoice of such amounts.

2.20.8 Issuing Lender Reporting Requirements. In addition to the notices required by Section 2.20.4, each Issuing Lender shall, no later than the tenth Business Day following the last day of each month, provide to the Administrative Agent, upon the Administrative Agent's request, schedules, in form and substance reasonably satisfactory to the Administrative Agent, showing the date of issue, account party, amount, expiration date and the reference number of each Letter of Credit issued by it outstanding at any time during such month and the aggregate amount payable by the Borrower during such month. In addition, upon the request of the Administrative Agent, each Issuing Lender shall furnish to the Administrative Agent copies of any Letter of Credit and any application for or reimbursement agreement with

respect to a Letter of Credit to which such Issuing Lender is party and such other documentation as may reasonably be requested by the Administrative Agent. Upon the request of any Lender, the Administrative Agent will provide to such Lender information concerning such Letters of Credit.

2.20.9 Indemnification; Exoneration. (a) In addition to amounts payable as elsewhere provided in this Section 2.20, the Borrower hereby agrees to protect, indemnify, pay and save harmless the Administrative Agent, each Issuing Lender and each Lender from and against any and all liabilities and costs which the Administrative Agent, such Issuing Lender or such Lender may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit other than, in the case of the applicable Issuing Lender, as a result of its Gross Negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, or (ii) the failure of the applicable Issuing Lender to honor a drawing under a Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Authority (all such acts or omissions herein called "Governmental Acts").

(b) As among the Borrower, the Lenders, the Administrative Agent and the Issuing Lenders, the Borrower assumes all risks of the acts and omissions of, or misuse of such Letter of Credit by, the beneficiary of any Letters of Credit. In furtherance and not in limitation of the foregoing, subject to the provisions of the Letter of Credit applications and Letter of Credit reimbursement agreements executed by the Borrower at the time of request for any Letter of Credit, neither the Administrative Agent, any Issuing Lender nor any Lender shall be responsible (in the absence of Gross Negligence or willful misconduct in connection therewith, as determined by the final judgment of a court of competent jurisdiction): (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of the Letters of Credit that appears on its face to comply in all material respects with the requirements of the Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument that appears on its face to comply in all material respects with the requirements of the Letter of Credit transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) for failure of the beneficiary of a Letter of Credit to comply duly with conditions required in order to draw upon such Letter of Credit; (iv) for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, or other similar form of teletransmission or otherwise; (v) for errors in interpretation of technical trade terms; (vi) for any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit or of the proceeds thereof; (vii) for the misapplication by the beneficiary of a Letter of Credit of the proceeds of any drawing under such Letter of Credit; and (viii) for any consequences arising from causes beyond the control of the Administrative Agent, the Issuing Lenders and the Lenders, including, without limitation, any Governmental Acts. None of the above shall affect, impair, or prevent the vesting of any Issuing Lender's rights or powers under this Section 2.20.9.

(c) In furtherance and extension and not in limitation of the specific provisions hereinabove set forth, any action taken or omitted by any Issuing Lender under or in

connection with the Letters of Credit or any related certificates shall not, in the absence of Gross Negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, put the applicable Issuing Lender, the Administrative Agent or any Lender under any resulting liability to the Borrower or relieve the Borrower of any of its obligations hereunder to any such Person.

(d) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 2.20 shall survive the payment in full of principal and interest hereunder, the termination of the Letters of Credit and the termination of this Agreement.

2.20.10 Cash Collateral. Notwithstanding anything to the contrary herein or in any application for a Letter of Credit, after the occurrence and during the continuance of Default, the Borrower shall, upon the Administrative Agent's demand, deliver to the Administrative Agent for the benefit of the Lenders and the Issuing Lenders, cash, or other collateral of a type satisfactory to the Required Lenders, having a value, as determined by such Lenders, equal to the aggregate outstanding L/C Obligations. In addition, if the available Aggregate Commitment is at any time less than the amount of L/C Obligations outstanding at any time, the Borrower shall deposit cash collateral with the Administrative Agent in an amount equal to the amount by which such L/C Obligations exceed such available Aggregate Commitment. Any such collateral shall be held by the Administrative Agent in a separate interest-bearing account appropriately designated as a cash collateral account in relation to this Agreement and the Letters of Credit and retained by the Administrative Agent for the benefit of the Lenders and the Issuing Lenders as collateral security for the Borrower's obligations in respect of this Agreement and each of the Letters of Credit and L/C Drafts. Such amounts shall be applied to reimburse the Issuing Lenders for drawings or payments under or pursuant to Letters of Credit or L/C Drafts, or if no such reimbursement is required, to payment of such of the other Obligations as the Administrative Agent shall determine, in each case without further authorization from the Borrower; provided, however, the Administrative Agent shall notify the Borrower of such application. If no Default shall be continuing, amounts remaining in any cash collateral account established pursuant to this Section 2.20.10 which are not to be applied to reimburse an Issuing Lender for amounts actually paid or to be paid by such Issuing Lender in respect of a Letter of Credit or L/C Draft, shall be returned to the Borrower (after deduction of the Administrative Agent's expenses incurred in connection with such cash collateral account).

#### 2.21 Pricing.

The Eurodollar Applicable Margin, the Applicable Facility Fee Rate and the Applicable Utilization Fee Rate for any period shall be determined on the basis of the publicly announced ratings ("Credit Ratings") by Moody's and S&P on the Borrower's Rated Debt during such period, in each case in accordance with the table set forth below, to change when and as such Credit Ratings change. For purposes of determining the Applicable Margin, the Applicable Facility Fee Rate and the Applicable Utilization Fee Rate with respect to any period:

(i) Any change in the Credit Rating shall be deemed to become effective on the date of public announcement thereof and shall remain in effect until the date of public announcement that such Credit Rating shall no longer be in effect. If any change

in Credit Rating occurs during an Interest Period, the new Eurodollar Applicable Margin, Applicable Facility Fee Rate and Applicable Utilization Fee Rate shall become effective from the date of the public announcement.

(ii) If, during any period, either Moody's or S&P shall not have a publicly-announced Credit Rating with respect to the Borrower's Rated Debt, the Credit Rating announced by the other rating agency with respect thereto shall be used.

(iii) Except as provided below, in the event that the Credit Ratings publicly announced by Moody's and S&P with respect to the Borrower's Rated Debt appear in more than one column of the table, the Eurodollar Applicable Margin, the Applicable Facility Fee Rate and the Applicable Utilization Fee Rate will be based on the column which includes the highest rating; provided, however, that if there exists a differential of two or more levels between the Credit Rating publicly announced by Moody's and the Credit Rating publicly announced by S & P, then the Credit Rating which is one level below the higher announced Credit Rating will determine the Eurodollar Applicable Margin, the Applicable Facility Fee Rate and the Applicable Utilization Fee Rate.

(iv) If, during any period, neither Moody's nor S&P shall have publicly announced a Credit Rating with respect to the Borrower's Rated Debt, the Eurodollar Applicable Margin, the Applicable Facility Fee Rate and the Applicable Utilization Fee Rate shall be the margins set forth under the column entitled "No Other Pricing Level Applies."

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	13.5	17.5	29.0	40.0	61.5	84.0

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
Applicable Facility Fee	6.5	7.5	8.5	10.0	13.5	16.0
Applicable Utilization Fee Rate	10.0	10.0	10.0	10.0	10.0	10.0

ARTICLE III  
CHANGE IN CIRCUMSTANCES

3.1 Yield Protection.

If any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any interpretation thereof, or the compliance by any Lender therewith,

(a) subjects any Lender or any applicable Lending Installation to any tax, duty, charge or withholding on or from payments due from the Borrower (excluding federal taxation of the overall net income of any Lender, franchise taxes and branch profit taxes), or changes the basis of taxation of payments to any Lender or any applicable Lending Installation in respect of its Loans, L/C Interests or other amounts due it hereunder, or

(b) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances), or

(c) imposes any other condition, in each case, the result of which is to increase the cost to any Lender or any applicable Lending Installation of making, funding or maintaining Loans or issuing or participating in Letters of Credit or reduces any amount receivable by any Lender or any applicable Lending Installation in connection with Loans or Letters of Credit, or requires any Lender or any applicable Lending Installation to make any payment calculated by reference to the amount of Loans or Letters of Credit held, or interest received by it, by an amount deemed material by such Lender,

then, within 15 days of demand by such Lender, the Borrower shall pay such Lender that portion of such increased expense incurred or reduction in an amount received which such Lender reasonably determines is attributable to making, funding and maintaining its Loans, its L/C Interests, the Letters of Credit and its Commitment.

3.2 Changes in Capital Adequacy Regulations.

If a Lender determines that the amount of capital required or expected to be maintained by such Lender, any Lending Installation of such Lender or any corporation



controlling such Lender is increased as a result of a Change (as defined below in this Section 3.2), then, within 15 days of demand by such Lender, the Borrower shall pay such Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which such Lender reasonably determines is attributable to this Agreement, its Loans, its L/C Interests, the Letters of Credit or its obligation to make Loans or participate in Letters of Credit hereunder (after taking into account such Lender's or such controlling corporation's policies as to capital adequacy). "Change" means (a) any change after the date of this Agreement in the Risk-Based Capital Guidelines (as defined below in this Section 3.2) or (b) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the date of this Agreement which affects the amount of capital required or expected to be maintained by any Lender or any Lending Installation or any corporation controlling any Lender. "Risk-Based Capital Guidelines" means (a) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States implementing the July 1988 report of the Basle Committee on Banking Regulation and Supervisory Practices Entitled "International Convergence of Capital Measurements and Capital Standards," including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement. Each Lender agrees promptly to notify the Borrower and the Administrative Agent of any circumstances that would cause the Borrower to pay additional amounts pursuant to this Section 3.2, provided that, except as set forth in Section 3.5(b), the failure to give such notice shall not affect the Borrower's obligation to pay such additional amounts hereunder.

### 3.3 Availability of Types of Syndicated Advances.

If any Lender reasonably determines that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, or if the Required Lenders reasonably determine that (a) deposits of a type and maturity appropriate to match fund Eurodollar Advances are not available or (b) the interest rate applicable to a Type of Syndicated Advance does not accurately reflect the cost of making or maintaining such Syndicated Advance, then the Administrative Agent shall suspend the availability of the affected Type of Syndicated Advance.

### 3.4 Funding Indemnification.

If any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment, conversion or otherwise, or a Eurodollar Advance is not made (whether by borrowing, continuation or conversion) on the date specified by the Borrower for any reason other than default by the Lenders, or an optional prepayment, notice of which has been given in accordance with Section 2.5, is not made on the date specified therefor in such notice, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain the Eurodollar Advance.

### 3.5 Mitigation; Lender Statements; Survival of Indemnity.

(a) To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Eurodollar Loans to reduce any liability of the Borrower to such Lender under Sections 3.1 and 3.2 or to avoid the unavailability of a Type of Syndicated Advance under Section 3.3, so long as such designation is not disadvantageous to such Lender in its reasonable determination. If the obligation of the Lenders to make Eurodollar Advances has been suspended pursuant to Section 3.3 as a consequence of a determination by any Lender that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law or any Lender has demanded compensation under Section 3.1 or 3.2, the Borrower may elect (i) subject to Section 3.4, to prepay any outstanding Syndicated Advances to the extent necessary to mitigate its liability under Section 3.1 or 3.2, or (ii) to require the applicable Lender to assign its outstanding Syndicated Loans, L/C Interests and Commitment hereunder to another financial institution designated by the Borrower and reasonably acceptable to the Administrative Agent. The obligation of a Lender to assign its rights and obligations hereunder as contemplated by this Section 3.5(a) is subject to the requirements that (x) all amounts owing to that Lender under the Loan Documents are paid in full upon the completion of such assignment and (y) any assignment is effected in accordance with the terms of Section 12.3 and on terms otherwise satisfactory to that Lender (it being understood that the Borrower or the replacement Lender shall pay the processing fee payable to the Administrative Agent pursuant to Section 12.3.2 in connection with any such assignment).

(b) In determining the amounts payable under Sections 3.1, 3.2 or 3.4, each Lender shall use its reasonable efforts to make its allocations and computations, to the extent readily determinable, consistent with the allocations and computations applied generally by such Lender to other customers of similar size and credit quality and under similar circumstances. Each Lender shall deliver a written statement of such Lender as to the amount due, if any, under Section 3.1, 3.2 or 3.4. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Unless otherwise provided herein, the amount specified in the written statement shall be payable not later than fifteen (15) days after receipt by the Borrower of the written statement. The Borrower shall not be liable for any amounts under Sections 3.1, 3.2 or 3.4 accruing more than 120 days prior to the receipt of a demand for payment therefor. The obligations of the Borrower under Sections 3.1, 3.2 and 3.4 shall survive payment of the Obligations and termination of this Agreement.

#### ARTICLE IV CONDITIONS PRECEDENT

##### 4.1 Effectiveness; Initial Syndicated Advance.

This Agreement shall become effective and the Lenders shall be obligated to make the initial Syndicated Advance or Swing Line Loan only after the Administrative Agent shall have received from the Borrower, with sufficient copies (other than in the case of any requested Notes) for each of the Lenders, each of the following items in form and substance satisfactory to the Administrative Agent:

(a) a copy of the certificate of incorporation (or comparable constitutive document) of the Borrower, together with all amendments thereto and a certificate of good standing, certified by the appropriate governmental officer of its jurisdiction of organization and by the Secretary, Assistant Secretary, or other appropriate officer of the Borrower;

(b) copies, certified by the Secretary, Assistant Secretary or other appropriate officer of the Borrower of its by-laws (or any comparable constitutive laws, rules or regulations) and of its board of directors' resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for any Lender) authorizing the execution of the Loan Documents;

(c) incumbency certificates, executed by the Secretary or Assistant Secretary or other appropriate officer of the Borrower, which shall identify by name and title and bear the signature of the officers of the Borrower authorized to sign the Loan Documents and to make borrowings hereunder, as applicable, upon which certificate the Administrative Agent, the Issuing Lenders, the Swing Line Lender and the Lenders shall be entitled to rely until informed of any change in writing by the Borrower;

(d) a certificate, signed by the Chief Financial Officer, stating that on the date hereof no Default or Unmatured Default has occurred and is continuing;

(e) evidence of the payment of all fees required to be paid by the Borrower pursuant to the Fee Letters;

(f) opinions of (i) Ropes & Gray LLP, counsel to the Borrower, and (ii) a Senior Vice President-Legal of the Borrower, substantially in the forms attached as Exhibit B hereto;

(g) evidence of delivery of the 4-Year Revolving Credit Agreement by each of the parties thereto;

(h) written money transfer instructions, in substantially the form of Exhibit E hereto, addressed to the Administrative Agent and signed by an Authorized Officer, together with such other related money transfer authorizations as the Administrative Agent may have reasonably requested;

(i) evidence of the termination of the Existing Credit Agreements and repayment of in full of all obligations, indebtedness and liabilities outstanding thereunder from the proceeds of the initial Loans hereunder and/or the initial "Loans" under and as defined in the 4-Year Revolving Credit Agreement; and

(j) such other documents as any Lender or its counsel may have reasonably requested (including, without limitation, any Notes requested pursuant to Section 2.14(a)(iv)).

#### 4.2 Each Syndicated Advance and Letter of Credit.

No Lender shall be required to make any Loan, nor shall any Issuing Lender be required to issue any Letter of Credit hereunder, unless on the applicable Borrowing Date or date for issuance of such Letter of Credit:

(a) there exists no Default or Unmatured Default;

(b) the representations and warranties contained in Article V are true and correct as of such Borrowing Date or date for issuance of such Letter of Credit (other than the representation and warranty set forth in Section 5.5, which shall only be made by the Borrower as of the date of this Agreement) 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;

(c) after giving effect to such Loan and the other Loans being made as a part of such Syndicated Advance or the issuance of such Letter of Credit, the aggregate outstanding principal amount of all Syndicated Advances and outstanding L/C Obligations and Swing Line Loans does not exceed the Aggregate Commitment; and

(d) all legal matters incident to the making of such Syndicated Advance or the issuance of such Letter of Credit shall be reasonably satisfactory to the Lenders and their counsel.

Each Borrowing Notice and each Conversion/Continuation Notice with respect to a Loan or application with respect to a Letter of Credit shall constitute a representation and warranty by the Borrower that the conditions contained in Sections 4.2(a), (b) and (c) have been satisfied.

#### ARTICLE V REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent, the Swing Line Lender, the Issuing Lenders and the Lenders to enter into this Agreement and to make the Loans and the other financial accommodations to the Borrower and to issue the Letters of Credit described herein, the Borrower represents and warrants to the Administrative Agent, the Swing Line Lender, the Issuing Lenders and each Lender as follows as of the date of this Agreement, the date of the initial extension of credit hereunder and thereafter on each date as required by Section 4.2 that:

##### 5.1 Existence and Standing.

Each of the Borrower and its Subsidiaries (other than Subsidiaries which in the aggregate own, directly or indirectly, less than ten percent (10%) of the total consolidated assets of the Borrower and its Subsidiaries) (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) is duly qualified to do business as a foreign organization and is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, except those jurisdictions where the failure to be in good standing or to so qualify is not reasonably likely to have a Material Adverse Effect, and (iii) has all requisite corporate or other organizational power and authority to own, lease and operate its property and assets and to conduct its business as presently conducted and as proposed to be conducted.

## 5.2 Authorization and Validity.

(a) The Borrower has the requisite corporate or other organizational power and authority to execute, deliver and perform each of the Loan Documents which have been or are to be executed by it.

(b) The execution, delivery and performance, as the case may be, of each of the Loan Documents executed by the Borrower, and the consummation of the transactions contemplated thereby, have been duly approved by the board of directors and, if necessary, the shareholders of the Borrower, and such approvals have not been rescinded. No other corporate or other organizational action or proceedings on the part of the Borrower is necessary to consummate such transactions.

(c) Each of the Loan Documents to which the Borrower is a party has been duly executed or delivered, as the case may be, by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally), is in full force and effect and no material term or condition thereof has been amended, modified or waived without the prior written consent of the Required Lenders (or all of the Lenders if so required under Section 8.2), and the Borrower has performed and complied with all the terms, provisions, agreements and conditions set forth therein and required to be performed or complied with by the Borrower and no unmatured default, default or breach of any covenant by any such party exists thereunder.

## 5.3 No Conflict; Government Consent.

Neither the execution and delivery by the Borrower of the Loan Documents, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or the Borrower's articles of incorporation or by-laws (or any comparable constitutive laws, rules or regulations) or the provisions of any material indenture, instrument or material agreement to which the Borrower or any of its Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien in, of or on the Property of the Borrower or a Subsidiary pursuant to the terms of any such material indenture, instrument or agreement. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any Governmental Authority is required to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, any of the Loan Documents, except (i) such as have been made or obtained as set forth on Schedule 5.3 or (ii) such as set forth on Schedule 5.3 hereto which have not been obtained or made and which are immaterial.

## 5.4 Financial Statements.

The January 29, 2005 audited consolidated financial statements of the Borrower and its Subsidiaries heretofore delivered to the Administrative Agent and the Lenders were prepared in accordance with GAAP in effect on the date such statements were prepared and

fairly present in all material respects the consolidated financial condition and operations of the Borrower and its Subsidiaries at such date and the consolidated results of their operations for the period then ended.

#### 5.5 Material Adverse Change.

As of the date of this Agreement, since January 29, 2005 with respect to the Borrower and its Subsidiaries, there has been no material adverse change in the business, financial condition, operations, performance or Property of the Borrower and its Subsidiaries on a consolidated basis.

#### 5.6 Taxes.

The Borrower and its Subsidiaries have filed all United States federal tax returns and all other tax returns which are required to be filed and have paid all taxes due pursuant to said returns or pursuant to any assessment received by the Borrower or any of its Subsidiaries, except such taxes, if any, as are being contested in good faith, as to which adequate reserves have been provided in accordance with GAAP and as to which no tax lien has been filed. The United States income tax returns of the Borrower and its Subsidiaries have been audited by the Internal Revenue Service, or the Internal Revenue Service has allowed the Statute of Limitations for audit to expire, for fiscal years ended January 29, 2000 and prior (provided that the year ending January 29, 2000 remains open only in respect of items from later years carried back to such year). No tax liens have been filed and remain in effect with respect to the Borrower and its Subsidiaries. No written claims of taxing authorities are pending and being made, and no other claims are to the knowledge of the executive officers of the Borrower pending, against the Borrower or any of its Subsidiaries, in each case (i) except claims which are being actively contested by the Borrower or such Subsidiary in good faith and by appropriate proceedings and with respect to which the Borrower or such Subsidiary has established such reserves or made other appropriate provisions as shall be required in conformity with GAAP; and (ii) which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Borrower and its Subsidiaries in respect of any taxes or other governmental charges have been established in accordance with GAAP and, to the knowledge of the executive officers of the Borrower, are adequate.

#### 5.7 Litigation and Contingent Obligations.

Except as set forth on Schedule 5.7 hereto, there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their executive officers, threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected to result in a Material Adverse Effect. Other than any liability incident to such litigation, arbitration or proceedings, the Borrower and its Subsidiaries have no material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4.

#### 5.8 Subsidiaries.

Schedule 5.8 hereto contains an accurate list of all of the presently existing Subsidiaries of the Borrower, setting forth their respective jurisdictions of organization and the

percentage of their respective equity held by the Borrower or other Subsidiaries. All of the issued and outstanding shares of capital stock of such Subsidiaries have been duly authorized and issued and are fully paid and non-assessable.

#### 5.9 ERISA.

The Unfunded Liabilities of all Single Employer Plans do not in the aggregate exceed \$40,000,000. Neither the Borrower nor any other member of the Controlled Group has failed to make any required installment or any other required payment under Section 412 of the Code on or before the due date for such installment or other payment with respect to a Single Employer Plan, or has failed to make a required contribution or payment to a Multiemployer Plan. Neither the Borrower nor any other member of the Controlled Group has any potential liability, whether direct or indirect, contingent or otherwise, under Section 4069, 4204 or 4212(c) of ERISA. Each Plan complies in all material respects with all applicable requirements of law and regulations and has been administered in all material respects in accordance with its terms. No Reportable Event has occurred with respect to any Plan, neither the Borrower nor any other member of the Controlled Group has withdrawn from any Plan or initiated steps to do so, no steps have been taken to reorganize or terminate any Plan, no event has occurred which imposes an obligation on the Borrower or any member of the Controlled Group under Section 4041 of ERISA to provide affected parties written notice of intent to terminate a Plan in a distress termination described in Section 4041(c) of ERISA; no event or condition has occurred which is reasonably likely to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, in any such case where such event could reasonably be expected to have a Material Adverse Effect.

#### 5.10 Accuracy of Information.

No written information, certificate, exhibit or report furnished by the Borrower or any of its Subsidiaries to the Administrative Agent, the Swing Line Lender, any Issuing Lender or the Lenders (including the Loan Documents and any representation or warranty therein) contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading in light of the circumstances under which they were made.

#### 5.11 Regulations T, U and X.

Margin stock (as defined in Regulation U) constitutes less than 25% of those assets of the Borrower and its Subsidiaries which are subject to any limitation on sale, pledge, or other restriction hereunder. Neither the Borrower nor any of its Subsidiaries is engaged in the business of purchasing or carrying margin stock.

#### 5.12 Material Agreements.

Neither the Borrower nor any Subsidiary is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect or (ii) any agreement or instrument evidencing or governing Material Indebtedness.

#### 5.13 Compliance With Laws.

The Borrower and its Subsidiaries have complied with all applicable statutes, rules, regulations, orders and restrictions of any Governmental Authority having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property except where the failure to so comply could not reasonably be expected to result in a Material Adverse Effect. Except as set forth in Schedule 5.13 hereto, neither the Borrower nor any Subsidiary has received any notice to the effect that its operations are not in material compliance with any Environmental, Health or Safety Requirements of Law or the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any petroleum, toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to have a Material Adverse Effect.

#### 5.14 Ownership of Property.

Except as set forth on Schedule 5.14 hereto, on the date of this Agreement, the Borrower and its Subsidiaries have good title, free of all Liens other than those permitted by Section 6.15, to all of the Property and assets reflected in the financial statements referred to in Section 5.4 as owned by it. The Borrower and each of its Subsidiaries owns (or is licensed to use) all Intellectual Property which is necessary or appropriate in any material respect for the conduct of its respective business as conducted on the date of this Agreement, without any material conflict with the rights of any other Person. Neither the Borrower nor any Subsidiary is aware of (i) any material existing or threatened infringement or misappropriation of any of its Intellectual Property by any third party or (ii) any material third party claim that any aspect of the business of the Borrower or any Subsidiary (as conducted on the date of this Agreement) infringes or will infringe upon, any Intellectual Property or other property right of any other Person, in each case that could reasonably be expected to have a Material Adverse Effect.

#### 5.15 Labor Matters.

There are no labor controversies pending or, to the best of the Borrower's knowledge, threatened against the Borrower or any Subsidiary, which, if adversely determined, could reasonably be expected to have a Material Adverse Effect. The Borrower and each of its Subsidiaries are in substantial compliance in all material respects with the Fair Labor Standards Act, as amended.

#### 5.16 Investment Company Act.

Neither the Borrower nor any Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

#### 5.17 Public Utility Holding Company Act.

Neither the Borrower nor any Subsidiary is a "holding company" or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.



## 5.18 Insurance.

The insurance policies and programs in effect with respect to the Property, liabilities and business of the Borrower and its Subsidiaries are maintained with financially sound and reputable insurance companies and reflect coverage that is consistent with sound business practice.

## ARTICLE VI COVENANTS

6. Covenants. During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

### 6.1 Financial Reporting.

The Borrower will maintain, for itself and its Subsidiaries, a system of accounting established and administered in accordance with GAAP and, subject to Section 13.1, will furnish or cause to be furnished to the Administrative Agent with sufficient copies for each of the Lenders:

(a) As soon as practicable but in any event within 105 days after the close of each of its fiscal years, an audit report (which audit report shall be unqualified or shall be otherwise reasonably acceptable to the Required Lenders; provided that such report may set forth qualifications to the extent such qualifications pertain solely to changes in GAAP from those applied during earlier accounting periods, the implementation of which changes (with the concurrence of such accountants) is reflected in the financial statements accompanying such report), certified by independent certified public accountants who are reasonably acceptable to the Required Lenders, prepared in accordance with GAAP on a consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period and the related statements of income, and consolidated stockholder's equity and cash flows, accompanied by a certificate of said accountants that, in the course of their examination necessary for their certification of the foregoing, they have obtained no knowledge of any Default or Unmatured Default, or if, in the opinion of such accountants, any Default or Unmatured Default shall exist, stating the nature and status thereof.

(b) As soon as practicable but in any event within 60 days after the close of each of the first three quarterly periods of each of its fiscal years, for itself and its Subsidiaries on a consolidated basis, balance sheets as of the end of such period and the related statements of income, and consolidated stockholder's equity and cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified by its Chief Financial Officer, Controller or Treasurer as to fairness of presentation and prepared, with respect to such consolidated statements, in accordance with GAAP (subject to normal year end adjustments).

(c) Together with the financial statements required hereunder, a compliance certificate in substantially the form of Exhibit C hereto signed by its Chief Financial Officer, Controller or Treasurer showing the calculations necessary to determine compliance with Section 6.16 as of the last day of the fiscal period covered by such financial statements, and stating that

no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof and the Borrower's plans with respect thereto.

(d) As soon as possible and in any event within 10 days after an executive officer of the Borrower knows that any Reportable Event or any other event described in Section 5.9 has occurred with respect to any Plan, a statement, signed by the Chief Financial Officer or Treasurer of the Borrower, describing said Reportable Event or other event and the action which the Borrower proposes to take with respect thereto.

(e) As soon as possible and in any event within 10 days after receipt by the Borrower or any Subsidiary, a copy of (a) any notice or claim to the effect that the Borrower or any of its Subsidiaries is or may be liable to any Person as a result of the release by the Borrower, any of its Subsidiaries, or any other Person of any petroleum, toxic or hazardous waste or substance into the environment, and (b) any notice alleging any violation of any Environmental, Health or Safety Requirements of Law by the Borrower or any of its Subsidiaries, which, in either case, could reasonably be expected to have a Material Adverse Effect or subject the Borrower and its Subsidiaries to liability, individually or in the aggregate, in excess of \$30,000,000 (in each case, determined after giving effect to claims which the Borrower has demonstrated to the reasonable satisfaction of the Administrative Agent are covered by applicable third-party insurance policies (other than retro-premium insurance or other policies with similar self-insurance attributes) of the Borrower or any of its Subsidiaries unless the insurers of such claims have disclaimed coverage or reserved the right to disclaim coverage).

(f) Promptly upon the furnishing thereof to the shareholders of the Borrower, copies of all financial statements, reports and proxy statements so furnished.

(g) Promptly upon the filing thereof, copies of all final registration statements, proxy statements and annual, quarterly, monthly or other reports which the Borrower or any of its Subsidiaries files with the Securities and Exchange Commission (provided the Borrower shall not be obligated to provide copies of routine reports which are required to be filed concerning the management of employee benefit plans, including, without limitation, stock purchases or the exercise of stock options made under any such employee benefit plan).

(h) Except to the extent that such items are redundant with reports or information otherwise provided pursuant to this Section 6.1, promptly upon the furnishing thereof to the holders thereof, copies of all financial statements and reports furnished to the holders of (or trustee or other representative for the holders of) any Indebtedness for money borrowed of the Borrower or its Subsidiaries.

(i) Such other information (including non-financial information) as any Lender through the Administrative Agent may from time to time reasonably request.

## 6.2 Use of Proceeds.

The Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the Syndicated Advances and the Swing Line Loans to repay outstanding loans and advances made under the Existing Credit Agreements, to repay Syndicated Advances hereunder and "Advances" under (and as defined in) the 4-Year Revolving Credit Agreement, Reimbursement

Obligations and the Swing Line Loans or for general corporate or working capital purposes (including, without limitation, capital expenditures, purchases by the Borrower of its capital stock, Acquisitions permitted under Section 6.18 and support of commercial paper). The Borrower will not, nor will it permit any Subsidiary, to use proceeds of the Syndicated Advances and the Swing Line Loans other than as contemplated in this Section 6.2.

#### 6.3 Other Notices.

Promptly after the Borrower or relevant subsidiary becomes aware of such occurrence, the Borrower will, and will cause each of its Subsidiaries to, give notice in writing to the Lenders of the occurrence of: (a) any Default or Unmatured Default; and (b) any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect; provided, no separate notice of the occurrence of any such development under this clause (b) needs to be given to the extent such item has been disclosed in the Borrower's annual, quarterly or other reports (i.e., 10-K, 10-Q or 8-K) filed with the Securities and Exchange Commission and delivered pursuant to Section 6.1(g) or in a press release issued by the Borrower or one of its Subsidiaries. Any such notice shall state the nature and status of the occurrence and any and all actions taken with respect thereto.

#### 6.4 Conduct of Business.

The Borrower will, and will cause each of its Subsidiaries to, carry on and conduct its business in substantially the same manner and in substantially the same or complementary fields of enterprise as it is presently conducted and to do all things necessary to remain duly organized, validly existing and in good standing as a domestic organization in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except for transactions permitted under Sections 6.10, 6.11, 6.13, or 6.18 or where the failure to maintain such authority could not reasonably be expected to have a Material Adverse Effect.

#### 6.5 Taxes.

The Borrower will, and will cause each of its Subsidiaries to, pay when due all material taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP and in connection with which no tax Lien has been filed.

#### 6.6 Insurance.

The Borrower will, and will cause each of its Subsidiaries to, maintain with financially sound and reputable insurance companies insurance with respect to all their Property, liabilities and business in such amounts and covering such risks as is consistent with sound business practice, and the Borrower will furnish to the Administrative Agent upon request of any Lender full information as to the insurance carried.

#### 6.7 Compliance with Laws.

The Borrower will, and will cause each of its Subsidiaries to, comply in all material respects with all laws (including, without limitation, all environmental laws), rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

#### 6.8 Maintenance of Properties.

The Borrower will, and will cause each of its Subsidiaries to, do all things necessary to maintain, preserve, protect and keep its material Property in good repair, working order and condition, ordinary wear and tear excepted, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times. The Borrower will, and will cause each Subsidiary to, do all things necessary to maintain, preserve and protect all of its material Intellectual Property including, without limitation, perform each of its respective obligations under any and all license agreements and other contracts and agreements evidencing or relating to Intellectual Property, using the same in interstate or foreign commerce, properly marking such Intellectual Property and maintaining all necessary and appropriate governmental registrations (both domestic and foreign) except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

#### 6.9 Inspection.

The Borrower will, and will cause each of its Subsidiaries to, permit the Administrative Agent and any or each Lender, by its respective representatives and agents, to inspect any of the Property, corporate books and financial records of the Borrower and each of its Subsidiaries, to examine and make copies of the books of accounts and other financial records of the Borrower and each of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and each of its Subsidiaries with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Administrative Agent or such Lender may designate. Prior to the occurrence of a Default or Unmatured Default, the Lenders will use reasonable efforts to coordinate their inspection through the Administrative Agent so as to minimize any disruption to the business of the Borrower and its Subsidiaries.

#### 6.10 Merger.

The Borrower will not, nor will it permit any of its Subsidiaries to, merge, amalgamate or consolidate with or into any other Person, except that a Wholly-Owned Subsidiary may merge with the Borrower or a Wholly-Owned Subsidiary of the Borrower, subject to the further condition that if the Borrower is a party to any such permitted merger, the Borrower shall be the surviving corporation. Nothing herein shall prohibit a transaction otherwise in compliance with Section 6.11, 6.13, or 6.18.

#### 6.11 Sale of Assets.

Except as disclosed in Schedule 6.11, the Borrower will not, nor will it permit any of its Subsidiaries to, lease, sell or otherwise dispose of its Property, to any other Person except for:

(a) Sales of inventory in the ordinary course of business (which in the business of the Borrower and its Subsidiaries may include sales of larger quantities of inventory other than to consumers, provided such sales are consistent with the Borrower's and its Subsidiaries' past practices and which are not extraordinary transactions under GAAP);

(b) The sale, discount, or transfer of delinquent accounts receivable in the ordinary course of business for purposes of collection only;

(c) Occasional sales, leases or other dispositions of immaterial assets for cash consideration and for not less than fair market value;

(d) Sales, leases or other dispositions of assets that are obsolete or have negligible fair market value;

(e) Sales of equipment for cash consideration and for fair market value (but if replacement equipment is necessary for the proper operation of the business of the seller, the seller must promptly replace the sold equipment);

(f) Leases, sales or other dispositions of its Property to the Borrower or a Wholly-Owned Subsidiary of the Borrower;

(g) Other leases, sales or other dispositions of its Property subject to the requirement that the net proceeds of each such lease, sale or other disposition of Property are reinvested in the business of the Borrower and the Subsidiaries as conducted in accordance with the requirements of Section 6.4 or are used for other general corporate purposes; and

(h) Sales of assets in the ordinary course of business and consistent with past practices for not less than fair market value, including store closings.

Notwithstanding anything herein to the contrary, the aggregate amount of Property of the Borrower and its Subsidiaries leased, sold or disposed of pursuant to clauses (g) and (h) (excluding any equipment which has been promptly replaced) during the twelve-month period ending with the month in which any such lease, sale or other disposition occurs shall not: (1) in any single transaction or series of related transactions constitute a Substantial Portion of the Property of the Borrower and its Subsidiaries under clause (b) of the definition of Substantial Portion or (2) in the aggregate constitute a Substantial Portion of the Property of the Borrower and its Subsidiaries under clause (a) of the definition of Substantial Portion.

#### 6.12 Affiliates.

Except in connection with transactions otherwise permitted pursuant to the terms of this Article VI, the Borrower will not, nor will it permit any of its Subsidiaries to, enter into

any transaction (including, without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate except in the ordinary course of business and pursuant to the reasonable requirements of the Borrower's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Borrower or such Subsidiary than the Borrower or such Subsidiary would obtain in a comparable arm's-length transaction; provided, however, that these provisions shall not be applicable with respect to transactions among the Borrower and its Subsidiaries which are in the ordinary course of business and consistent with past practice.

#### 6.13 Investments.

The Borrower will not, nor will it permit any of its Subsidiaries to, make or suffer to exist any Investments, or commitments therefor, except:

(a) Investments by the Borrower or any of its Subsidiaries in and to any domestic Subsidiary;

(b) Investments by the Borrower or any of its Subsidiaries in and to any foreign Subsidiary in an aggregate amount at any time not to exceed 20% of Consolidated Total Assets;

(c) Investments in existence as of the close of business on the date hereof and which are described in Schedule 6.13 hereto;

(d) Subject to the proviso set forth below, investments made in connection with Acquisitions permitted under Section 6.18;

(e) Investments consisting of cash and cash equivalents;

(f) Subject to the proviso set forth below, other Investments in any other Persons in an aggregate amount at any time not to exceed 10% of Consolidated Net Worth;

(g) Investments owned by the Borrower in connection with the Borrower's Executive Savings Plan; and

(h) Loans, capital contributions and other Investments made by any Subsidiary in the Borrower;

provided, however, notwithstanding anything in this Section 6.13 or Section 6.18 to the contrary, the aggregate amount of Investments made in connection with Acquisitions made pursuant to clause (b) of Section 6.18 and pursuant to clause (f) above shall not exceed 10% of Consolidated Net Worth.

#### 6.14 Contingent Obligations.

The Borrower will not, nor will it permit any of its Subsidiaries to, make or suffer to exist any Contingent Obligation, except:

(a) by endorsement of instruments for deposit or collection in the ordinary course of business;

(b) Contingent Obligations of the Borrower and any of its Subsidiaries existing as of the close of business on the date hereof which are described on Schedule 6.14;

(c) Contingent Obligations of the Borrower in respect of the obligations of any domestic Subsidiary;

(d) Reimbursement Obligations in connection with Letters of Credit;

(e) Reimbursement Obligations in connection with letters of credit not issued by the Issuing Lenders (provided the issuance thereof is not violative of any other provision of this Article VI);

(f) Contingent Obligations consisting of the Borrower's guaranty of reimbursement obligations of any Subsidiary in connection with letters of credit not issued by the Issuing Lenders (provided the issuance thereof is not violative of any other provision of this Article VI);

(g) Contingent Obligations of any Subsidiary to the extent such Contingent Obligations constitute Indebtedness permitted under this Article VI;

(h) Contingent Obligations of the Borrower to the extent such Contingent Obligations (or the Indebtedness underlying such Contingent Obligations) are included in the calculation of Funded Debt; and

(i) Contingent Obligations in an additional aggregate amount not to exceed \$100,000,000 at any one time outstanding.

#### 6.15 Liens.

(a) The Borrower will not, nor will it permit any of its Subsidiaries to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or such Subsidiary, as applicable, except:

(i) Liens for taxes, assessments or governmental charges or levies on its Property if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books;

(ii) Liens imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books;

(iii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation;

(iv) utility easements, building restrictions and such other encumbrances or charges against real property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the same or interfere with the use thereof in the business of the Borrower or any Subsidiary of the Borrower;

(v) Liens existing as of the close of business on the date hereof and which are described in Schedule 5.14;

(vi) Liens created or incurred after the date hereof, given to secure the Indebtedness incurred or assumed in connection with the acquisition or construction of property or assets useful and intended to be used in carrying on the business of the Borrower or any Subsidiary of the Borrower, including Liens existing on such property or assets at the time of acquisition or construction thereof or at the time of acquisition or construction by the Borrower or such Subsidiary, as applicable, of an interest in any business entity then owning such property or assets, whether or not such existing Liens were given to secure the consideration for the property or assets to which they attach, subject to the requirement that the Lien shall attach solely to the assets acquired or purchased;

(vii) secured or unsecured purchase money Indebtedness (including Capitalized Leases) incurred in the ordinary course of business to finance the acquisition of fixed assets or equipment used in the business of such Subsidiary if such Indebtedness does not exceed the lower of the fair market value or the cost of the applicable fixed assets or equipment on the date acquired;

(viii) Liens on real property with respect to Indebtedness the proceeds of which are used (a) for the construction or improvement of the real property securing such Indebtedness or (b) to finance the cost of construction or improvement of such real property, provided such financing occurs within one hundred eighty (180) days of receipt of the certificate of occupancy with respect to such construction or improvement (other than with respect to a refinancing under clause (x) below);

(ix) other Liens (a) securing Indebtedness or other obligations not exceeding \$75,000,000 at any one time outstanding or (b) on property having in the aggregate a fair market value at the time of incurrence of the Lien not exceeding \$75,000,000 at any one time outstanding;

(x) any extension, renewal or replacement of any Lien permitted by the preceding clauses (vi), (vii), (viii) or (ix) hereof in respect of the same property or assets theretofore subject to such Lien in connection with the extension, renewal or refunding of the Indebtedness secured thereby; provided that (x) such Lien shall attach solely to the same property or assets, and (y) such extension, renewal or refunding of such



Indebtedness shall be without increase in the principal remaining unpaid as of the date of such extension, renewal or refunding; and

(xi) Liens on the shares of capital stock of the Borrower's foreign Subsidiaries securing Indebtedness in an amount which shall not exceed twenty-five percent (25%) of the assets of all foreign Subsidiaries.

#### 6.16 Maximum Leverage Ratio.

The Borrower shall not permit its Leverage Ratio to be greater than 2.75 to 1.00 as at the end of each fiscal quarter.

#### 6.17 Intentionally Deleted.

#### 6.18 Acquisitions.

The Borrower will not, nor will it permit any of its Subsidiaries to, make any Acquisition other than (a) a Permitted Acquisition; and (b) other Acquisitions (i) made at a time when no Default or Unmatured Default exists; (ii) consummated on a non-hostile basis approved by a majority of the board of directors or other governing body of the Person being acquired, (iii) the aggregate consideration for which, individually or when aggregated with the aggregate consideration for other Acquisitions made under this clause (b) does not exceed 10% of Consolidated Net Worth, and (iv) the aggregate consideration for all such Acquisitions plus the aggregate amount of Investments made pursuant to Section 6.13(f) does not exceed 10% of Consolidated Net Worth.

#### 6.19 Rate Hedging Obligations.

The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any Hedging Agreements, other than Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or such Subsidiary is exposed in the conduct of its business or the management of its assets and liabilities.

#### 6.20 Subsidiary Indebtedness.

The Borrower will not permit any Subsidiary to create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness existing on the date hereof or proposed to be incurred, each as described in Schedule 6.20 hereto;

(b) Indebtedness of any Subsidiary to third parties (for the avoidance of doubt, such Indebtedness shall include Indebtedness of Subsidiaries to third parties set forth on Schedule 6.20 hereof but shall exclude any intercompany Indebtedness of Subsidiaries), which Indebtedness for all such Subsidiaries does not exceed 25% of Consolidated Net Worth; and

(c) Indebtedness of any Subsidiary to the Borrower or to any other Subsidiary.

## 6.21 Subordination of Intercompany Indebtedness.

The Borrower will not and will not permit any of its domestic Subsidiaries to create, incur, assume or suffer to exist any intercompany Indebtedness where the obligor on such Indebtedness is the Borrower, unless such indebtedness is subordinated to the Obligations hereunder on the terms described in Schedule 6.21.

## ARTICLE VII DEFAULTS

7. Defaults. The occurrence of any one or more of the following events shall constitute a Default:

### 7.1 Breach of Representation or Warranty.

Any representation or warranty made or deemed made by or on behalf of the Borrower or any of its Subsidiaries to the Lenders, the Swing Line Lender, the Issuing Lenders or the Administrative Agent under or in connection with this Agreement, any Loan, any Letter of Credit or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be materially false on the date as of which made or deemed made.

### 7.2 Payment Default.

Nonpayment of (i) principal of any Loan, Note or L/C Obligations when due, or (ii) interest upon any Loan or Note or of any fee or other obligations under any of the Loan Documents within five Business Days after such interest, fee or other obligation becomes due.

### 7.3 Breach of Certain Covenants.

The breach by the Borrower of (a) any of the terms or provisions of Sections 6.2 and 6.4, clause (a) of Section 6.3, any of Sections 6.10 through 6.15, Sections 6.18 and 6.19 or (b) any of the terms of Section 6.16 and such breach under this clause (b) continues for 10 days after the first to occur of (i) the date an executive officer of the Borrower first knows of or should have known of such breach or (ii) the date the Borrower receives written notice from any Lender (acting through the Administrative Agent) of such breach.

### 7.4 Breach of Other Provisions.

The breach by the Borrower (other than a breach which constitutes a Default under Section 7.1, 7.2 or 7.3) of any of the terms or provisions of this Agreement, and such breach continues for 30 days after the first to occur of (i) the date an executive officer of the Borrower first knows of or should have known of such breach or (ii) the date the Borrower receives written notice from any Lender (acting through the Administrative Agent) of such breach.

#### 7.5 Default on Material Indebtedness.

Failure of the Borrower or any of its Subsidiaries to make a payment on any Indebtedness under the 4-Year Revolving Credit Agreement; or the failure of the Borrower or any of its Subsidiaries to make a payment on Material Indebtedness when due (after giving effect to any applicable grace period); or the default by the Borrower or any of its Subsidiaries in the performance of any term, provision or condition contained in the 4-Year Revolving Credit Agreement or the default by the Borrower or any of its Subsidiaries in the performance of any term, provision or condition contained in any agreement or agreements under which Material Indebtedness was created or is governed (and any applicable grace period(s) shall have expired), or any other event shall occur or condition exist, the effect of which is to cause, or to permit the holder or holders of such Indebtedness under the 4-Year Revolving Credit Agreement or such Material Indebtedness to cause, such Indebtedness or Material Indebtedness to become due prior to its stated maturity; or any of the Indebtedness under the 4-Year Revolving Credit Agreement or Material Indebtedness of the Borrower or any of its Subsidiaries shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled payment) prior to the stated maturity thereof; or the Borrower or any of its Subsidiaries shall not pay, or shall admit in writing its inability to pay, its debts generally as they become due.

#### 7.6 Voluntary Insolvency Proceedings.

The Borrower or any of its Subsidiaries shall (a) have an order for relief entered with respect to it under the United States bankruptcy laws as now or hereafter in effect or cause or allow any similar event to occur under any bankruptcy or similar law or laws for the relief of debtors as now or hereafter in effect in any other jurisdiction, (b) make an assignment for the benefit of creditors, (c) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator, monitor or similar official for it or any Substantial Portion of its Property, (d) institute any proceeding seeking an order for relief under the United States bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or any of its property or its debts under any law relating to bankruptcy, insolvency or reorganization or compromise of debt or relief of debtors as now or hereafter in effect in any jurisdiction, or any organization, arrangement or compromise of debt under the laws of its jurisdiction of organization or fail to promptly file an answer or other pleading denying the material allegations of any such proceeding filed against it, (e) take any corporate or other organizational action to authorize or effect any of the foregoing actions set forth in this Section 7.6 or (f) fail to contest in good faith, or consent to or acquiesce in, any appointment or proceeding described in Section 7.7.

#### 7.7 Involuntary Insolvency Proceedings.

Without the application, approval or consent of the Borrower or any of its Subsidiaries, a receiver, custodian, trustee, examiner, liquidator or similar official shall be appointed (either privately or by a court) for the Borrower or any of its Subsidiaries or any Substantial Portion of its Property, or a proceeding described in Section 7.6(d) shall be instituted against the Borrower or any of its Subsidiaries and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days.

#### 7.8 Condemnation.

Any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of (each a "Condemnation"), all or any portion of the Property of the Borrower and its Subsidiaries which, when taken together with all other Property of the Borrower and its Subsidiaries so condemned, seized, appropriated, or taken custody or control of, during the twelve-month period ending with the month in which any such Condemnation occurs, constitutes a Substantial Portion of the consolidated Property of the Borrower and its Subsidiaries.

#### 7.9 Judgments.

The Borrower or any of its Subsidiaries shall fail within 30 days to pay, bond or otherwise discharge any one or more judgments or orders for the payment of money in excess of \$30,000,000 in the aggregate (determined after giving effect to claims which the Borrower has demonstrated to the reasonable satisfaction of the Administrative Agent are covered by applicable third-party insurance policies (other than retro-premium insurance or other policies with similar self-insurance attributes) of the Borrower or any of its Subsidiaries unless the insurers of such claims have disclaimed coverage or reserved the right to disclaim coverage), which judgments are not stayed on appeal with adequate reserves set aside on its books in accordance with GAAP of the Borrower or any of its Subsidiaries.

#### 7.10 ERISA Matters.

Any Reportable Event, in connection with any Plan shall occur, which may reasonably be expected to subject the Borrower and its Subsidiaries to liability, individually or in the aggregate, in excess of \$30,000,000.

#### 7.11 Environmental Matters.

The Borrower or any of its Subsidiaries shall be the subject of any proceeding or investigation pertaining to the release by the Borrower or any of its Subsidiaries or any other Person of any petroleum, toxic or hazardous waste or substance into the environment, or any violation of any Environmental, Health or Safety Requirements of Law which, in either case, could reasonably be expected to have a Material Adverse Effect or subject the Borrower and its Subsidiaries to liability, individually or in the aggregate, in excess of \$30,000,000 (in each case, determined after giving effect to claims which the Borrower has demonstrated to the reasonable satisfaction of the Administrative Agent are covered by applicable third-party insurance policies (other than retro-premium insurance or other policies with similar self-insurance attributes) of the Borrower or any of its Subsidiaries unless the insurers of such claims have disclaimed coverage or reserved the right to disclaim coverage).

#### 7.12 Change of Control.

Any Change in Control shall occur.

### 7.13 Loan Document Defaults.

Any Loan Document shall fail to remain in full force or effect or any party thereto shall so assert; or any action shall be taken to discontinue, revoke or to assert the invalidity or unenforceability of any Loan Document.

### 7.14 Off-Balance Sheet Liabilities.

Other than at the request of an Affiliate of the Borrower party thereto (as permitted thereunder), an event shall occur which (i) permits the investors in respect of Off-Balance Sheet Liabilities of the Borrower or any of its Subsidiaries in an amount, individually or in the aggregate, in excess of \$30,000,000, to require amortization or liquidation of such Off-Balance Sheet Liabilities and (x) such event is not remedied within ten (10) days after the occurrence thereof or (y) such investors shall require amortization or liquidation of such Off-Balance Sheet Liabilities as a result of such event, or (ii) results in the termination or reinvestment of collections or proceeds of accounts or note receivables, as applicable, under the documents and other agreements evidencing such Off-Balance Sheet Liabilities.

## ARTICLE VIII ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

### 8.1 Acceleration.

If any Default described in Section 7.6 or 7.7 occurs, the obligations of the Lenders to make Loans and the obligation of the Issuing Lenders to issue Letters of Credit hereunder shall automatically terminate and the Obligations shall immediately become due and payable without any election or action on the part of the Administrative Agent or any Lender, and without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives. If any other Default occurs and is continuing (which Default has not been waived under the terms of Section 8.2) the Required Lenders may (a) terminate or suspend the obligations of the Lenders to make Loans whereupon the obligation of the Issuing Lenders to issue Letters of Credit hereunder shall also terminate or be suspended, or (b) declare the Obligations to be due and payable, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives, or (c) take the action described in both the preceding clause (a) and the preceding clause (b).

If, within 30 days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans hereunder as a result of any Default (other than any Default as described in Section 7.6 or 7.7) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Administrative Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination.

### 8.2 Amendments.

Subject to the provisions of this Article VIII, the Required Lenders (or the Administrative Agent with the consent in writing of the Required Lenders) and the Borrower

may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrower hereunder or waiving any Default or Unmatured Default hereunder; provided, however, that no such supplemental agreement shall, without the consent of each Lender affected thereby:

(a) extend the maturity of any Loan, Note or Reimbursement Obligation or forgive all or any portion of the principal amount thereof, any interest thereon or any fees or other amounts payable hereunder, or reduce the rate or extend the time of payment of interest, fees or other amounts payable hereunder;

(b) reduce the percentage specified in the definition of Required Lenders;

(c) except as provided in Section 2.11(d), increase the amount of the Commitment of any Lender hereunder, or permit the Borrower to assign its rights or obligations under this Agreement; or

(d) amend this Section 8.2 or amend or waive any other provision of this Agreement or any other Loan Document that specifies the number or percentage of Lenders required to amend or waive any rights or make any determination or grant any consent.

No amendment of any provision of this Agreement relating in any way to the Administrative Agent or any or all of the Letters of Credit shall be effective without the written consent of the Administrative Agent and each Issuing Lender. No amendment of any provision of this Agreement which subjects any Designated Lender to any additional obligation hereunder shall be effective with respect to such Designated Lender without the written consent of such Designated Lender or its Designating Lender. No amendment of any provision of this Agreement relating to Swing Line Loans shall be effective without the written consent of the Swing Line Lender. The Administrative Agent may waive payment of the fee required under Section 12.3.2 without obtaining the consent of any other party to this Agreement.

### 8.3 Preservation of Rights.

No delay or omission of the Lenders or any of them or the Administrative Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Loan notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent to such Loan shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude any other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by (or with the consent of) the Lenders required pursuant to Section 8.2, and then only to the extent specifically set forth in such writing. All remedies contained in the Loan Documents or afforded by law shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Obligations have been paid in full.

ARTICLE IX  
GENERAL PROVISIONS

9.1 Survival of Representations.

All representations and warranties of the Borrower contained in this Agreement shall survive delivery hereof (including any Notes) and the making of the Loans herein contemplated.

9.2 Governmental Regulation.

Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Taxes; Stamp Duties.

Any taxes (excluding taxes (including net income taxes, franchise taxes and branch profit taxes) as are imposed on or measured by such Lender's, Swing Line Lender's or Issuing Lender's, as the case may be, net income by the United States of America or any Governmental Authority of the jurisdiction under the laws of which such Lender, Swing Line Lender or Issuing Lender, as the case may be, is organized or maintains its Lending Installation) or other similar assessments or charges made by any Governmental Authority or revenue authority in respect of the Loan Documents shall be paid by the Borrower, together with interest and penalties, if any, as provided in Section 3.1. The Borrower shall pay and forthwith on demand indemnify each of the Administrative Agent, each Issuing Lender, the Swing Line Lender and each Lender against any liability it incurs in respect of any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement of any Loan Document. To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Loans or Letters of Credit to reduce any liability of the Borrower to such Lender under this Section 9.3, so long as such designation is not disadvantageous to such Lender in its reasonable determination. If any Lender has demanded compensation under this Section 9.3, the Borrower may elect to require the applicable Lender to assign its outstanding Syndicated Loans, L/C Interests and Commitment hereunder to another financial institution designated by the Borrower and reasonably acceptable to the Administrative Agent. The obligation of a Lender to assign its rights and obligations hereunder as contemplated by this Section 9.3 is subject to the requirements that (x) all amounts owing to that Lender under the Loan Documents are paid in full upon the completion of such assignment and (y) any assignment is effected in accordance with the terms of Section 12.3 and on terms otherwise satisfactory to that Lender (it being understood that the Borrower or the replacement Lender shall pay the processing fee payable to the Administrative Agent pursuant to Section 12.3.2 in connection with any such assignment).

9.4 Headings.

Section headings in the Loan Documents are for convenience of reference only and shall not govern the interpretation of any of the provisions of the Loan Documents.

#### 9.5 Entire Agreement.

The Loan Documents embody the entire agreement and understanding among the Borrower, the Administrative Agent and the Lenders and supersede all prior agreements and understandings among the Borrower, the Administrative Agent and the Lenders relating to the subject matter thereof.

#### 9.6 Several Obligations; Benefits of this Agreement.

The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Administrative Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties (and their directors, officers and employees with respect to Section 9.7 to this Agreement) and their respective successors and assigns.

#### 9.7 Expenses; Indemnification.

(a) The Borrower shall reimburse the Administrative Agent for any reasonable costs, internal charges and out-of-pocket expenses (including reasonable attorneys' fees and time charges of attorneys for the Administrative Agent and the Arrangers; which attorneys may be employees of the Administrative Agent and the Arrangers or of one outside counsel, but not both) paid or incurred by the Administrative Agent or the Arrangers in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents. The Borrower also agrees to reimburse the Administrative Agent, the Arrangers, the Issuing Lenders, the Swing Line Lender and the Lenders for any reasonable costs, internal charges and out-of-pocket expenses (including reasonable attorneys' fees and time charges of not more than three firms of attorneys for the Administrative Agent, the Arrangers and the Lenders, which attorneys may be employees of such persons) paid or incurred by the Administrative Agent, the Arrangers or any Lender in connection with the restructuring, workout, collection and/or enforcement of the Loan Documents.

(b) The Borrower further agrees to defend, protect, indemnify, and hold harmless the Administrative Agent, the Swing Line Lender, and each and all of the Issuing Lenders, the Lenders and the Arrangers and each of their respective Affiliates, and each of such Person's respective officers, directors, employees, partners, managers, shareholders, attorneys and agents (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs and expenses of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of attorneys and paralegals for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto), imposed on, incurred by or asserted against such Indemnitees in any manner relating to or arising out of:



(i) this Agreement, the other Loan Documents or any act, event or transaction related or attendant thereto or to the making of the Loans, and the issuance or modification of and participation in Letters of Credit hereunder, the management of such Loans or Letters of Credit, the use or intended use of the proceeds of the Loans or Letters of Credit hereunder, or any of the other transactions contemplated by the Loan Documents; or

(ii) any liabilities, obligations, responsibilities, losses, damages, personal injury, death, punitive damages, economic damages, consequential damages, treble damages, intentional, willful or wanton injury, damage or threat to the environment, natural resources or public health or welfare, costs and expenses (including, without limitation, attorney, expert and consulting fees and costs of investigation, feasibility or remedial action studies), fines, penalties and monetary sanctions and interest, direct or indirect, known or unknown, absolute or contingent, past, present or future relating to violation of any Environmental, Health or Safety Requirements of Law arising from or in connection with the past, present or future operations of the Borrower, its Subsidiaries or any of their respective predecessors in interest, or, the past, present or future environmental, health or safety condition of any respective Property of the Borrower or its Subsidiaries, the presence of asbestos-containing materials at any respective property of the Borrower or its Subsidiaries or the release or threatened release of any petroleum, toxic or hazardous waste or substance into the environment (collectively, the "Indemnified Matters");

provided, however, the Borrower shall have no obligation to an Indemnitee hereunder with respect to Indemnified Matters caused solely by or resulting solely from the willful misconduct or Gross Negligence of such Indemnitee as determined by the final non-appealable judgment of a court of competent jurisdiction. If the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrower shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) The Borrower further agrees to assert no claim against any of the Indemnitees on any theory of liability for consequential, special, indirect, exemplary or punitive damages. No settlement shall be entered into by the Borrower or any of its Subsidiaries with respect to any claim, litigation, arbitration or other proceeding relating to or arising out of the transaction evidenced by this Agreement or the other Loan Documents (whether or not the Administrative Agent or any Lender or any other Indemnitee is a party thereto) unless such settlement releases all Indemnitees from any and all liability with respect thereto. After submission of a written request to an Indemnitee from the Borrower detailing the nature of any claim, litigation, arbitration or other proceeding which relates to or arises out of the transaction evidenced by this Agreement or the other Loan Documents, such Indemnitee shall inform the Borrower as to whether it will require compliance with the provisions of this clause (c) or whether it will waive such compliance, any waiver of which shall be applicable only for such Indemnitee.

(d) The obligations of the Borrower under this Section shall survive the termination of this Agreement.

#### 9.8 Numbers of Documents.

Subject to Section 13.1 hereof, all statements, notices, closing documents, and requests hereunder shall be furnished to the Administrative Agent with sufficient counterparts so that the Administrative Agent, if it deems appropriate, may furnish one to each of the Lenders.

#### 9.9 Accounting.

Except as provided to the contrary herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP. If any changes in GAAP are hereafter required or permitted and are adopted by the Borrower or any of its Subsidiaries with the agreement of its independent certified public accountants and such changes result in a change in the method of calculation of any of the financial covenants, restrictions or standards herein or in the related definitions or terms used therein ("Accounting Changes"), the parties hereto agree, at the Borrower's request, to enter into negotiations, in good faith, in order to amend such provisions in a credit neutral manner so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's and its Subsidiaries' financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made; provided, however, until such provisions are amended in a manner reasonably satisfactory to the Administrative Agent and the Required Lenders, no Accounting Change shall be given effect in such calculations and all financial statements and reports required to be delivered hereunder shall be prepared in accordance with GAAP without taking into account such Accounting Changes. In the event such amendment is entered into, all references in this Agreement to GAAP shall mean generally accepted accounting principles in effect as of the date of such amendment.

#### 9.10 Severability of Provisions.

Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

#### 9.11 Nonliability of Lenders.

The relationship between the Borrower, on the one hand, and the Lenders and the Administrative Agent, on the other hand, shall be solely that of borrower and lender. Neither the Administrative Agent nor any Lender shall have any fiduciary responsibilities to the Borrower or any of its Subsidiaries. Neither the Administrative Agent nor any Lender undertakes any responsibility to the Borrower or any of its Subsidiaries to review or inform the Borrower or any of its Subsidiaries of any matter in connection with any phase of the business or operations of the Borrower or any of its Subsidiaries.

#### 9.12 GOVERNING LAW.

THE ADMINISTRATIVE AGENT ACCEPTS THIS AGREEMENT, ON BEHALF OF ITSELF, THE ISSUING LENDERS, THE SWING LINE LENDER 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 ISSUING LENDER, THE SWING LINE LENDER OR 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 AGREEMENT 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.

9.13 CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(a) JURISDICTION. THE BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM, BUT THE BORROWER ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK. EXCEPT AS SET FORTH IN CLAUSE (B) BELOW, ANY JUDICIAL PROCEEDING BY THE ADMINISTRATIVE AGENT, THE SWING LINE LENDER, ANY ISSUING LENDER OR ANY LENDER ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS IF BROUGHT OTHER THAN IN ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK, SHALL BE BROUGHT ONLY IN A COURT IN BOSTON, MASSACHUSETTS. ANY JUDICIAL PROCEEDING BY THE BORROWER AGAINST THE ADMINISTRATIVE AGENT, THE SWING LINE LENDER, ANY ISSUING LENDER OR ANY LENDER OR ANY AFFILIATE OF ANY SUCH PERSON INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK OR BOSTON, MASSACHUSETTS, TO THE EXTENT THAT JURISDICTION CAN BE OBTAINED AGAINST SUCH PERSONS IN ANY SUCH JURISDICTION, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK OR BOSTON, MASSACHUSETTS. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT IN THE JURISDICTIONS IDENTIFIED IN THIS CLAUSE (A) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE PROVIDED, WITH RESPECT TO THE ADMINISTRATIVE AGENT OR ANY LENDER, PERSONAL

JURISDICTION WITH RESPECT TO SUCH PARTY MAY BE OBTAINED IN SUCH JURISDICTION.

(b) OTHER JURISDICTIONS. NOTHING HEREIN SHALL LIMIT THE RIGHT OF ANY PERSON TO BRING ANY ACTION HEREUNDER IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO OBTAIN PERSONAL JURISDICTION OVER ANY OTHER PERSON WITH RESPECT HERETO. THE BORROWER AGREES THAT THE ADMINISTRATIVE AGENT, ANY ISSUING LENDER, ANY SWING LINE LENDER, ANY LENDER OR ANY OTHER HOLDER OF THE OBLIGATIONS SHALL HAVE THE RIGHT TO PROCEED AGAINST THE BORROWER OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. THE BORROWER AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT UNDER THIS CLAUSE (B) BY SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON, ALL OF WHICH PERMISSIVE COUNTERCLAIMS SHALL BE BROUGHT BY THE BORROWER IN THE JURISDICTIONS IDENTIFIED IN CLAUSE (A) ABOVE. THE BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS CLAUSE (B).

(c) SERVICE OF PROCESS; INCONVENIENT FORUM. THE BORROWER WAIVES PERSONAL SERVICE OF ANY PROCESS UPON IT AND AGREES THAT ANY SUCH PROCESS MAY BE SERVED BY REGISTERED MAIL TO THE BORROWER AT ITS ADDRESS FOR NOTICES PURSUANT TO SECTION 13.1. THE BORROWER IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

(d) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 9.13 WITH ITS COUNSEL.

#### 9.14 Confidentiality.

Each Lender agrees to hold any confidential information which it may receive from the Borrower pursuant to this Agreement in confidence, except for disclosure (i) to other Lenders and its and their respective Affiliates, Transferees and prospective Transferees (each of whom by its acceptance thereof, agrees to be bound by the terms of this Section 9.14), (ii) in confidence to legal counsel, accountants and other professional advisors to that Lender or to Transferees or prospective Transferees pursuant to Section 12.5, (iii) to regulatory officials, (iv) to any Person as requested (which request such Lender reasonably believes could give rise to mandatory disclosure) or pursuant to or as required by law, regulation or legal process, (v) to any Person in connection with any legal proceeding to which that Lender is a party with respect to any claim, litigation, arbitration or other proceeding relating to or arising out of the transaction evidenced by this Agreement or the other Loan Documents, (vi) to any Person in connection with any other legal proceeding to which that Lender is a party, provided, that such Lender uses reasonable efforts to give the Borrower notice of any disclosure thereunder to the extent that such Lender may lawfully do so and provided, further, that any failure in such regard shall not result in any liability on the part of such Lender, and (vii) permitted by Section 12.5.

### ARTICLE X THE ADMINISTRATIVE AGENT

#### 10.1 Appointment; Nature of Relationship.

Bank of America is appointed by the Issuing Lenders, Swing Line Lender and Lenders as the Administrative Agent hereunder and under each other Loan Document, and each of the Issuing Lenders, the Swing Line Lender and the Lenders irrevocably authorizes the Administrative Agent to act as the contractual representative of such Person with the rights and duties expressly set forth herein and in the other Loan Documents. The Administrative Agent agrees to act as such contractual representative upon the express conditions contained in this Article X. Notwithstanding the use of the defined term "Administrative Agent" or "agent" in reference to Bank of America, it is expressly understood and agreed that the Administrative Agent shall not have any fiduciary responsibilities to any Issuing Lender, Swing Line Lender or Lender by reason of this Agreement and that the Administrative Agent is merely acting as the representative of the Issuing Lenders, Swing Line Lender and Lenders with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as such contractual representative, the Administrative Agent (i) does not assume any fiduciary duties to any of the Issuing Lenders, Swing Line Lender or Lenders, (ii) is a "representative" of the Issuing Lenders, Swing Line Lender and Lenders within the meaning of Section 9-102 of the Uniform Commercial Code and (iii) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Issuing Lenders, Swing Line Lender and Lenders agrees to assert no claim against the Administrative Agent on any agency theory or any other theory of liability for

breach of fiduciary duty, all of which claims each Issuing Lender, Swing Line Lender and Lender waives.

#### 10.2 Powers.

The Administrative Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Administrative Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Administrative Agent shall have no implied duties or fiduciary duties to the Issuing Lenders, Swing Line Lender or Lenders, or any obligation to the Issuing Lenders, Swing Line Lender or Lenders to take any action hereunder or under any of the other Loan Documents except any action specifically provided by the Loan Documents required to be taken by the Administrative Agent.

#### 10.3 General Immunity.

Neither the Administrative Agent nor any of its Affiliates nor any of their respective Affiliates, directors, officers, agents or employees shall be liable to the Borrower or any Issuing Lender, Swing Line Lender or Lender for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is found in a final judgment by a court of competent jurisdiction to have arisen solely from the Gross Negligence or willful misconduct of such Person.

#### 10.4 No Responsibility for Loans, Creditworthiness, Collateral, Recitals, Etc.

Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with any Loan Document or any extension of credit hereunder; (ii) the performance or observance of any of the covenants or agreements of the Borrower, any Subsidiary or any other obligor under any Loan Document; (iii) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered solely to the Administrative Agent; (iv) the existence or possible existence of any Default or Unmatured Default; or (v) the validity, effectiveness or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith. The Administrative Agent shall not be responsible to any Issuing Lender, Swing Line Lender or Lender for any recitals, statements, representations or warranties herein or in any of the other Loan Documents or for the execution, effectiveness, genuineness, validity, legality, enforceability, collectibility or sufficiency of this Agreement or any of the other Loan Documents or the transactions contemplated thereby, or for the financial condition of the Borrower or any of its Subsidiaries. The Administrative Agent will use its reasonable efforts to distribute to each of the Lenders, in a timely fashion, a copy of all written reports, certificates and information required to be supplied by the Borrower or any of its Subsidiaries to the Administrative Agent pursuant to the terms of this Agreement or any of the other Loan Documents; provided that any failure in such regard shall not result in any liability on the part of the Administrative Agent and provided, further that the Administrative Agent shall have no duty to disclose to the Lenders information that is not required to be furnished by the Borrower to the

Administrative Agent at such time, but is voluntarily furnished by the Borrower to the Administrative Agent (either in its capacity as Administrative Agent or in its individual capacity) or any of its Affiliates.

#### 10.5 Action on Instructions of Lenders.

The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders or all of the Lenders (as applicable under Section 8.2) or under any other provision of this Agreement or any other Loan Document, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Issuing Lenders, Swing Line Lender, Lenders and any other holders of the Obligations. The Administrative Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it shall first be indemnified to its satisfaction (which shall not include any requirement that it be indemnified for its willful misconduct or Gross Negligence) by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

#### 10.6 Employment of Agents and Counsel.

The Administrative Agent may execute any of its duties as the Administrative Agent hereunder and under any other Loan Document by or through employees, agents and attorneys-in-fact and shall not be answerable to the Issuing Lenders, Swing Line Lender or Lenders, except as to money or securities received by it or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent shall be entitled to advice of counsel concerning the contractual arrangement between the Administrative Agent and the Issuing Lenders, Swing Line Lender and Lenders and all matters pertaining to the Administrative Agent's duties hereunder and under any other Loan Document.

#### 10.7 Reliance on Documents; Counsel.

The Administrative Agent shall be entitled to rely upon any Loan Document, notice, consent, certificate, affidavit, letter, telegram, statement, paper or document (including any electronic transmission) believed by it to be genuine and correct and to have been signed or sent or given by the proper person or persons, and, in respect of legal matters, upon the opinion of counsel selected by the Administrative Agent, which counsel may be employees of the Administrative Agent and which counsel may have acted as counsel for the Administrative Agent in connection with the negotiation and execution of this Agreement and the other Loan Documents.

#### 10.8 The Administrative Agent's Reimbursement and Indemnification.

The Lenders agree to reimburse and indemnify the Administrative Agent ratably in proportion to their respective Pro Rata Shares (i) for any amounts not reimbursed by the Borrower for which the Administrative Agent is entitled to reimbursement by the Borrower under the Loan Documents, (ii) for any other expenses incurred by the Administrative Agent on behalf of the Issuing Lenders, Swing Line Lender or Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including with

respect to any disagreement between or among any of the Administrative Agent, Issuing Lenders, Swing Line Lender or Lenders) and (iii) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby, or the enforcement of any of the terms thereof or of any such other documents, provided that no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have arisen solely from the Gross Negligence or willful misconduct of the Administrative Agent.

#### 10.9 Rights as a Lender.

With respect to its Commitment, Loans made by it, Letters of Credit issued by it and Notes (if any) issued to it, Bank of America (or any other Person succeeding it as the Administrative Agent) shall have the same rights and powers hereunder and under any other Loan Document as any Lender, Issuing Lender or Swing Line Lender, as applicable, and may exercise the same as though it were not the Administrative Agent, and the terms "Lender," "Lenders," "Issuing Lender," "Issuing Lenders," "Swing Line Lender," and "Swing Line Lenders" shall, unless the context otherwise indicates, include Bank of America (or any other Person succeeding it as the Administrative Agent) in its individual capacity. Bank of America (or any other Person succeeding it as the Administrative Agent) and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with the Borrower or any of its Subsidiaries in which such Person is not prohibited hereby from engaging with any other Person.

#### 10.10 Lender Credit Decision.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Issuing Lender, Swing Line Lender or Lender and based on the financial statements prepared by the Borrower and its Subsidiaries and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Issuing Lender, Swing Line Lender or Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents.

#### 10.11 Successor Administrative Agent.

The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower, and the Administrative Agent may be removed at any time with or without cause by written notice received by the Administrative Agent from the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right to appoint, without the consent of the Borrower and on behalf of the Swing Line Lender, Issuing Lenders and Lenders, a successor Administrative Agent. If no successor Administrative Agent



shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty days after the retiring Administrative Agent's giving notice of resignation, then the retiring Administrative Agent may appoint, without the consent of the Borrower and on behalf of the Issuing Lenders, Swing Line Lender and Lenders, a successor Administrative Agent, which successor Administrative Agent shall be a Lender unless no Lender shall so agree in which event such successor Administrative Agent may be a Person of the Administrative Agent's choosing. Notwithstanding anything herein to the contrary, so long as no Default has occurred and is continuing, each such successor Administrative Agent shall be subject to approval by the Borrower, which approval shall not be unreasonably withheld. Such successor Administrative Agent shall be a commercial bank having capital and retained earnings of at least \$100,000,000. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article X shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder and under the other Loan Documents.

10.12 No Duties Imposed on Syndication Agents, Documentation Agents or Arrangers.

None of the Persons identified on the cover page to this Agreement, the signature pages to this Agreement or otherwise in this Agreement as a "Syndication Agent," "Documentation Agent" or "Arranger" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than, if such Person is a Lender, Issuing Lender or Swing Line Lender, those applicable to all Lenders, Issuing Lenders or Swing Line Lenders as such. Without limiting the foregoing, none of the Persons identified on the cover page to this Agreement, the signature pages to this Agreement or otherwise in this Agreement as a "Syndication Agent," "Documentation Agent" or "Arranger" shall have or be deemed to have any fiduciary duty to or fiduciary relationship with any Lender. In addition to the agreement set forth in Section 10.12, each of the Lenders acknowledges that it has not relied, and will not rely, on any of the Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

10.13 Administrative Agent's Fee.

The Borrower agrees to pay to the Administrative Agent, for its own account, the fees agreed to by the Borrower and the Administrative Agent by separate letter agreement, or as otherwise agreed from time to time.

ARTICLE XI  
SETOFF; RATABLE PAYMENTS

11.1 Setoff.

In addition to, and without limitation of, any rights of the Lenders under applicable law, if the Borrower becomes insolvent, however evidenced, or any Default or Unmatured Default occurs and is continuing, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations owing to such Lender, whether or not the Obligations, or any part hereof, shall then be due.

11.2 Ratable Payments.

If any Lender, whether by setoff or otherwise, has payment made to it upon its Syndicated Loans (other than payments received pursuant to Section 3.1, 3.2 or 3.4) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Syndicated Loans held by the other Lenders so that after such purchase each Lender will hold its ratable proportion of Syndicated Loans. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their Syndicated Loans. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

11.3 Application of Payments.

The Administrative Agent shall, unless otherwise specified at the direction of the Required Lenders which direction shall be consistent with the last sentence of this Section 11.3, apply all payments and prepayments in respect of any Obligations in the following order:

(a) first, to pay interest on and then principal of any portion of the Loans which the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(b) second, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Administrative Agent in its capacity as such;

(c) third, to pay interest on and then principal outstanding on the Swing Line Loans, applied ratably to all outstanding Swing Line Loans;

(d) fourth, to the ratable payment of Obligations in respect of any fees, expenses, reimbursements or indemnities then due to the Lenders, Swing Line Lender and Issuing Lenders;

(e) fifth, to pay interest due in respect of Loans (other than Swing Line Loans) and L/C Obligations;

(f) sixth, to the ratable payment or prepayment of principal outstanding on Loans (other than Swing Line Loans) and Reimbursement Obligations in such order as the Administrative Agent may determine in its sole discretion;

(g) seventh, to provide required cash collateral, if any, pursuant to Section 2.20.10; and

(h) eighth, to the ratable payment of all other Obligations.

Unless otherwise designated (which designation shall only be applicable if no Default has occurred and is continuing) by the Borrower or unless otherwise mandated by the terms of this Agreement, all principal payments in respect of Loans shall be applied first, to repay outstanding Money Market Rate Loans, second to repay other outstanding Floating Rate Loans, and then to repay outstanding Eurodollar Loans with those Eurodollar Loans which have earlier expiring Interest Periods being repaid prior to those which have later expiring Interest Periods. The order of priority set forth in this Section 11.3 and the related provisions of this Agreement are set forth solely to determine the rights and priorities of the Administrative Agent, the Lenders, the Swing Line Lender and the Issuing Lenders as among themselves. The order of priority set forth in clauses (d) through (h) of this Section 11.3 may at any time and from time to time be changed by the Required Lenders without necessity of notice to or consent of or approval by Borrower or any other Person. The order of priority set forth in clauses (a) and (b) of this Section 11.3 may be changed only with the prior written consent of the Administrative Agent and the order of priority set forth in clause (c) may be changed only with the prior written consent of the Swing Line Lender.

ARTICLE XII  
BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns.

The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and the Lenders and their respective successors and assigns, except that (a) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents without the consent of all of the Lenders and (b) any assignment by any Lender must be made in compliance with Section 12.3. Notwithstanding clause (b) of the preceding sentence, any Lender may at any time, without the consent of the Borrower or the Administrative Agent, assign all or any portion of its rights under this Agreement and its Notes to a Federal Reserve Bank; provided, however, that no such assignment shall release the transferor Lender from its obligations hereunder. The Administrative Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3 in the case of an assignment thereof or, in the case of any other transfer, a written notice of the transfer is filed with the Administrative Agent. Any assignee or transferee of the rights to any Loan or any Note agrees by acceptance of such transfer or assignment to be bound by all the terms and provisions

of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder, transferee or assignee of the rights to such Loan.

## 12.2 Participations.

12.2.1 Permitted Participants; Effect. Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other Eligible Participants (a "Participant") participating interests in any Loan owing to such Lender, any Note held by such Lender, any L/C Interest held by such Lender, the Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Loans and the holder of any Note issued to it for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents. The participation agreement effecting the sale of any participating interest shall contain a representation by the Participant to the effect that none of the consideration used to make the purchase of the participating interest in the Commitment, Loans and L/C Interests under such participation agreement are "plan assets" as defined under ERISA and that the rights and interests of the Participant in and under the Loan Documents will not be "plan assets" under ERISA.

12.2.2 Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Loan, L/C Interest or Commitment in which such Participant has an interest which would require the consent of such Participant under Section 8.2(a) if such Participant were a Lender.

12.2.3 Benefit of Setoff and Other Provisions. The Borrower agrees that to the extent permitted by law each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2 and 3.4 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3; provided, however, that in no event shall the Borrower be obligated to make any payment with respect to such Sections which is greater than the amount that the Borrower would have paid to the Lender had no such participating interest been sold.

### 12.3 Assignments.

12.3.1 Permitted Assignments. Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time assign to one or more commercial banks ("Purchasers") all or any part of its Commitment and outstanding Loans and L/C Interests, together with its rights and obligations under the Loan Documents with respect thereto; provided, however, that the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of such assignment) may be in the amount of such Lender's entire Commitment but otherwise shall not be less than \$10,000,000 or an integral multiple of \$1,000,000 in excess of that amount. Such assignment shall be substantially in the form of Exhibit D hereto or in such other form as may be agreed to by the parties thereto. The consent of the Borrower, the Administrative Agent, the Swing Line Lender and the Issuing Lenders shall be required prior to an assignment becoming effective (none of which consents may be unreasonably withheld or delayed); provided, however, that if a Default has occurred and is continuing, the consent of the Borrower shall not be required.

12.3.2 Effect; Effective Date. Upon (a) delivery to the Administrative Agent of a notice of assignment, substantially in the form attached to Exhibit D hereto (a "Notice of Assignment"), together with any consents required by Section 12.3.1, and (b) payment of a \$3,500 fee to the Administrative Agent for processing such assignment, such assignment shall become effective on the effective date specified in such Notice of Assignment. The Notice of Assignment shall contain a representation by the Purchaser to the effect that none of the consideration used to make the purchase of the Commitment and Loans under the applicable assignment agreement are "plan assets" as defined under ERISA and that the rights and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by the Lenders and shall have all the rights and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party hereto and thereto, and no further consent or action by the Borrower, the Lenders or the Administrative Agent shall be required to release the transferor Lender with respect to the percentage of the Aggregate Commitment and Loans assigned to such Purchaser. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.2, the transferor Lender, the Administrative Agent, and the Borrower shall make appropriate arrangements so that, if the transferor Lender desires that its Loans be evidenced by Notes, replacement Notes are issued to such transferor Lender and, if the Purchaser desires that its Loans be evidenced by Notes, new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting its Commitment, as adjusted pursuant to such assignment.

### 12.4 Designated Lenders.

(a) Subject to the terms and conditions set forth in this Section 12.4(a), any Lender may from time to time elect to designate an Eligible Designee to provide all or any part of the Loans to be made by such Lender pursuant to this Agreement; provided the designation of an Eligible Designee by any Lender for purposes of this Section 12.4(a) shall be subject to the approval of the Borrower (so long as no Default has occurred and its continuing) and the

Administrative Agent (which consents shall not be unreasonably withheld or delayed). Upon the execution by the parties to each such designation of an agreement in the form of Exhibit I hereto (a "Designation Agreement") and the acceptance thereof by the Borrower (if required) and the Administrative Agent, the Eligible Designee shall become a Designated Lender for purposes of this Agreement. The Designating Lender shall thereafter have the right to permit the Designated Lender to provide all or a portion of the Loans to be made by the Designating Lender pursuant to the terms of this Agreement and the making of such Loans or portion thereof shall satisfy the obligation of the Designating Lender to the same extent, and as if, such Loan was made by the Designating Lender. As to any Loan made by it, each Designated Lender shall have all the rights a Lender making such Loan would have under this Agreement and otherwise; provided, (x) that all voting rights under this Agreement shall be exercised solely by the Designating Lender and (y) each Designating Lender shall remain solely responsible to the other parties hereto for its obligations under this Agreement, including the obligations of a Lender in respect of Loans made by its Designated Lender. If the Designating Lender's Loans are evidenced by Notes, no additional Notes shall be required with respect to Loans provided by a Designated Lender; provided, however, to the extent any Designated Lender shall advance funds, the Designating Lender shall be deemed to hold any Notes in its possession as an agent for such Designated Lender to the extent of the Loan funded by such Designated Lender. Such Designating Lender shall act as administrative agent for its Designated Lender and give and receive notices and communications hereunder. Any payments for the account of any Designated Lender shall be paid to its Designating Lender as administrative agent for such Designated Lender and neither the Borrower nor the Administrative Agent shall be responsible for any Designating Lender's application of any such payments. In addition, any Designated Lender may (i) with notice to, but without the consent of the Borrower and the Administrative Agent, assign all or portions of its interests in any Loans to its Designating Lender or to any financial institution consented to by the Borrower (so long as no Default has occurred and is continuing) and the Administrative Agent providing liquidity and/or credit facilities to or for the account of such Designated Lender and (ii) subject to advising any such Person that such information is to be treated as confidential in accordance with such Person's customary practices for dealing with confidential, non-public information, disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any guarantee, surety or credit or liquidity enhancement to such Designated Lender.

(b) Each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against any Designated Lender any bankruptcy, reorganization, arrangements, insolvency or liquidation proceeding or other proceedings under any federal or state bankruptcy or similar law for one year and a day after the payment in full of all outstanding senior indebtedness of any Designated Lender; provided that the Designating Lender for each Designated Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage and expense arising out of their inability to institute any such proceeding against such Designated Lender. This Section 12.4(b) shall survive the termination of this Agreement.

#### 12.5 Dissemination of Information.

The Borrower authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a

"Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrower and its Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.14 of this Agreement.

#### 12.6 Tax Treatment.

If any interest in any Loan Document is transferred to any Transferee which is organized under the laws of any jurisdiction other than the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 2.18.

### ARTICLE XIII NOTICES

#### 13.1 Giving Notice.

(a) Except as otherwise permitted by Section 2.14(b) with respect to telephonic notices or as elsewhere provided herein, all notices and other communications provided to any party hereto under this Agreement or any other Loan Document shall be in writing or by telex or by facsimile and addressed or delivered to such party at its address set forth below its signature hereto or at such other address as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by telex or facsimile, shall be deemed given when transmitted (answerback confirmed in the case of telexes).

(b) The Borrower hereby agrees that the Administrative Agent may make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder, including, but not limited to, any documents furnished by the Borrower to the Administrative Agent pursuant to Section 6.1 (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform"). The Borrower agrees that the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on the portion of the Platform not designated "Public Investor". The Borrower acknowledges that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its officers, directors, employees or agents (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages,

liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final judgment to have resulted from the Gross Negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(c) Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Borrower Materials have been posted to the Platform shall constitute effective delivery of the Borrower Materials to such Lender for purposes of this Agreement or any other Loan Document. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

#### 13.2 Change of Address.

The Borrower, the Administrative Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

#### ARTICLE XIV COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Subject to Section 4.1, this Agreement shall be effective when it has been executed by the Borrower, the Administrative Agent and the Lenders and each party has notified the Administrative Agent by telex or telephone that it has taken such action.

#### ARTICLE XV USA PATRIOT ACT NOTICE

Each Lender hereby notifies the Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

[Remainder of this Page Intentionally Blank]



IN WITNESS WHEREOF, the Borrower, the Lenders and the Administrative Agent have executed this Agreement as of the date first above written.

THE TJX COMPANIES, INC.,  
as the Borrower

By: /s/ Mary B. Reynolds

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

Address:  
770 Cochituate Road  
Framingham, Massachusetts 01701  
Attn: Mary B. Reynolds, Vice  
President-Finance,  
Treasurer  
Telephone No.: (508) 390-2351  
Facsimile No.: (508) 390-2540  
E-mail: mary\_reynolds@tjx.com

BANK OF AMERICA, N.A.,  
as a Lender, as Administrative Agent, as  
Swing Line Lender and as an Issuing  
Lender

By: /s/ Amy Honey

-----  
Name: Amy Honey  
Title: Senior Vice President

Address:  
901 Main Street, 64th Floor

-----  
TX1 - 492 - 64 - 01

-----  
Dallas, TX 75202

-----  
Telephone No: 214.209.0193

-----  
Facsimile No.: 214.209.0905

-----  
E-mail: amy.honey@bankofamerica.com  
-----

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

By: /s/ Barry R. Bergman

-----  
Name: Barry R. Bergman  
Title: Managing Director

Address:  
JPMorgan Chase Bank, National Association

-----  
270 Park Ave

-----  
New York, NY 10017

-----  
Attention: Barry Bergman

-----  
Telephone No.: (212) 270-0203

-----  
Facsimile: (212) 270-6637

-----  
E-mail: Barry.Bergman@jpmorgan.com  
-----

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

By: /s/ Johna M. Fianza

-----  
Name: Johna M. Fianza  
Title: Vice President

Address:

One Wall Street  
19th Floor  
New York, New York 10286  
Attention: Johna M. Fianza  
Telephone No: (212) 635-7870  
Facsimile No.: (212) 635-1483  
E-mail: jfianza@bankofny.com

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

By: /s/ Stephen F. Foley

-----  
Name: Stephen F. Foley  
Title: Senior Vice President

Address:

28 State Street

-----  
Boston, MA 02109  
-----

-----  
Attention: Stephen F. Foley  
-----

Telephone No.: 617 994-7029

-----  
Facsimile: 617 263-0439  
-----

E-mail: Stephen.Foley@citizensbank.com  
-----

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

By: /s/ Brendan A. Lawlor

-----  
Name: Brendan A. Lawlor  
Title: Senior Vice President

Address:  
127 Public Square  
-----  
Cleveland, OH 44114  
-----  
Mail Code: OH-01-27-0612  
-----

Attention: Brendan Lawlor

-----  
Telephone No.: (216) 689-4086

-----  
Facsimile: (216) 689-4981

-----  
E-mail: [brendan\\_a\\_lawlor@keybank.com](mailto:brendan_a_lawlor@keybank.com)  
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UNION BANK OF CALIFORNIA, N.A., as a  
Lender and as a Documentation Agent

By: /s/ Theresa L. Rocha  
-----

Name: Theresa L. Rocha  
Title: Vice President

Address:  
350 California Street, 9th Floor  
-----  
San Francisco, CA 94104  
-----

-----  
Attention: Theresa L. Rocha  
-----

Telephone No.: (415) 705-7594  
-----

Facsimile: (415) 705-7085  
-----

E-mail: [theresa.rocha@uboc.com](mailto:theresa.rocha@uboc.com)  
-----

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Caroline Gates

-----  
Name: Caroline Gates  
Title: VP

Address:  
70 East 55th Street, 11th Floor

-----  
New York, NY 10022  
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Attention: Caroline Gates/Nicole Edwards

-----  
Telephone No.: 212-836-4034

-----  
Facsimile: 212-593-5241

-----  
E-mail: caroline.e.gates@wellsfargo.com  
-----



FIFTH THIRD BANK, as a Lender

By: /s/ David C. Melin

-----  
Name: David C. Melin  
Title: Vice President

Address:  
38 Fountain Square Plaza

-----  
MD 109054

-----  
Cincinnati, Ohio 45263

-----  
Attention: Brooke Balcom

-----  
Telephone No.: 513-534-3853

-----  
Facsimile: 513-534-5947

-----  
E-mail: Brooke.Balcom@53.com  
-----

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Todd Meller

-----  
Name: Todd Meller  
Title: Managing Director

Address:  
One Liberty Plaza  
-----  
New York, New York 10006  
-----

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Attention: -----

Telephone No.: 212-225-5096  
-----

Facsimile: 212-225-5254  
-----

E-mail: todd\_meller@scotiacapital.com  
-----

MELLON BANK, N.A., as a Lender

By: /s/ Thomas J. Tarasovich, Jr.

-----  
Name: Thomas J. Tarasovich, Jr.  
Title: Assistant Vice President

Address:  
One Mellon Center

-----  
Room 4535

-----  
Pittsburgh, PA 15258

-----  
Attention: Thomas J. Tarasovich, Jr.,  
Assistant Vice President

-----  
Telephone No.: 412-236-2790

-----  
Facsimile: 412-236-6112

-----  
E-mail: tarasovich.t@mellon.com  
-----

PNC BANK, NATIONAL ASSOCIATION, as a  
Lender

By: /s/ Donald V. Davis

-----  
Name: Donald V. Davis  
Title: Managing Director

Address:  
70 East 55th Street

-----  
21st Floor

-----  
New York, NY 10022

-----  
Attention:

-----  
Telephone No.: (212) 303-0034

-----  
Facsimile: (212) 303-0064

-----  
E-mail: dv.davis@pncbank.com

SOVEREIGN BANK, as a Lender

By: /s/ Judith C. E. Kelly

-----  
Name: Judith C. E. Kelly  
Title: Senior Vice President

Address:  
75 State Street

-----  
MA1 SST 04-10

-----  
Boston, MA 02109

-----  
Attention: Judith C. E. Kelly

-----  
Telephone No.: 617-757-5658

-----  
Facsimile: 617-346-7330

-----  
E-mail: [jkelly@sovereignbank.com](mailto:jkelly@sovereignbank.com)  
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SUNTRUST BANK, N.A., as a Lender

By: /s/ Laura Kahn

-----  
Name: Laura Kahn  
Title: Managing Director

Address:  
303 Peachtree Street NE  
-----  
10th Floor, Mailcode 1928  
-----  
Atlanta, GA 30308

-----  
Attention: Laura Kahn

-----  
Telephone No.: 404-588-7705

-----  
Facsimile: 404-658-4905

-----  
E-mail: [laura.kahn@suntrust.com](mailto:laura.kahn@suntrust.com)  
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U.S. BANK NATIONAL ASSOCIATION, as a  
Lender

By: /s/ Heather Hinkelman

-----  
Name: Heather Hinkelman  
Title: Banking Officer

Address:  
One US Bank Plaza

-----  
St. Louis, MO 63101  
-----

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Attention: Heather Hinkelman

-----  
Telephone No.: 314-418-8673

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Facsimile: 314-418-3859

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E-mail: heather.hinkelman@usbank.com  
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SCHEDULE 1 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Commitments

Bank of America, N.A.	\$ 57,500,000
The Bank of New York	\$ 57,500,000
JPMorgan Chase Bank N.A.	\$ 57,500,000
Citizens Bank of Massachusetts	\$ 47,500,000
KeyBank National Association	\$ 47,500,000
Union Bank of California, N.A.	\$ 47,500,000
Wells Fargo Bank, National Association	\$ 35,000,000
Fifth Third Bank	\$ 25,000,000
The Bank of Nova Scotia	\$ 25,000,000
Mellon Bank, N.A.	\$ 20,000,000
PNC Bank, National Association	\$ 20,000,000
Sovereign Bank	\$ 20,000,000
SunTrust Bank	\$ 20,000,000
US Bank National Association	\$ 20,000,000
TOTAL	\$500,000,000



SCHEDULE 2.20 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Issuing Lenders' Maximum Amounts

Bank of America, N.A.	up to \$150 million
JPMorgan Chase Bank, N.A.	up to \$150 million
The Bank of New York	up to \$150 million

Subject to the terms and conditions of the Agreement, each of the Issuing Lenders may issue Letters of Credit in amounts of up to \$150 million; provided, however, that there shall not be more than \$150 million in aggregate outstanding Letters of Credit issued by the Issuing Lenders at any time.

SCHEDULE 5.3 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Governmental Authorizations

None.

SCHEDULE 5.7 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Litigation

None.

SCHEDULE 5.8 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Subsidiaries

All of the following subsidiaries are either directly or indirectly wholly owned by the TJX Companies, Inc.

Operating Subsidiaries	State or Jurisdiction of Incorporation or Organization	Name Under Which Does Business (if Different)
-----	-----	-----
NBC Attire Inc.	Massachusetts	
Newton Buying Corp.	Delaware	
NBC Distributors Inc.	Massachusetts	
NBC Merchants, Inc.	Indiana	
NBC Charlotte Merchants, Inc.	North Carolina	
NBC Nevada Merchants, Inc.	Nevada	
NBC Philadelphia Merchants, Inc.	Pennsylvania	
NBC Pittston Merchants, Inc.	Pennsylvania	
NBC Houston Merchants, Inc.	Texas	
NBC Manteca Merchants, Inc.	California	
Marmaxx Operating Corp.	Delaware	T.J. Maxx/Marshalls
Marshalls Atlanta Merchants, Inc.	Georgia	
Marshalls Bridgewater Merchants, Inc.	Virginia	
Marshalls Woburn Merchants, Inc.	Massachusetts	
Marshalls of MA, Inc.	Massachusetts	
New York Department Stores de Puerto Rico, Inc.	Puerto Rico	Marshalls
Marshalls of Richfield, MN, Inc.	Minnesota	
Marshalls of Northridge-Devonshire, CA, Inc.	California	
Marshalls of Glen Burnie, MD, Inc.	Maryland	

Operating Subsidiaries	State or Jurisdiction of Incorporation or Organization	Name Under Which Does Business (if Different)
Marshalls of Beacon, VA, Inc.	Virginia	
Marshalls of Laredo, TX, Inc.	Texas	
Marshalls of Calumet City, IL, Inc.	Illinois	
Marshalls of Chicago-Clark, IL, Inc.	Illinois	
Marshalls of Streamwood, IL, Inc.	Illinois	
Marshalls of Chicago-Brickyard, IL, Inc.	Illinois	
Marshalls of Matteson, IL, Inc.	Illinois	
Marshalls of Elizabeth, NJ, Inc.	New Jersey	
Marshall's of Nevada, Inc.	Nevada	
Newton Buying Company of CA, Inc.	Delaware	Marshalls
Strathmex Corp.	Delaware	
HomeGoods, Inc.	Delaware	
H.G. Merchants, Inc.	Massachusetts	
H.G. Indiana Distributors, Inc.	Indiana	
H.G. Com. Merchants, Inc.	Connecticut	
HomeGoods of Puerto Rico, Inc.	Puerto Rico	
NBC Apparel, Inc.	Delaware	
NBC Apparel	United Kingdom	T.K. Maxx
TK Maxx Group Limited	United Kingdom	
T.K. Maxx	United Kingdom	
NBC card Services Ltd.	United Kingdom	
T.K. Maxx Ireland	Ireland	
Concord Buying Group, Inc.	New Hampshire	A.J. Wright

Operating Subsidiaries	State or Jurisdiction of Incorporation or Organization	Name Under Which Does Business (if Different)
AJW Merchants Inc. NBC Manager, LLC NBC Trust NBC Operating, LP NBC GP, LLC T.J. Maxx of CA, LLC T.J. Maxx of IL, LLC Marshalls of CA, LLC Marshalls of IL, LLC NYDS, LLC AJW South Bend Merchants, Inc. Bob's Stores Corp Bob's Conn. Merchants, Inc. WMI-1 Holding Company WMI-99 Holding Company Winners Merchants International, L.P. NBC Holding, Inc. NBC Hong Kong Merchants, Limited	Massachusetts Delaware Massachusetts Delaware Delaware Delaware Delaware Delaware Delaware Indiana New Hampshire Connecticut Nova Scotia, Canada Nova Scotia, Canada Ontario, Canada Delaware Hong Kong	A.J. Wright
Leasing Subsidiaries Cochituate Realty, Inc. NBC First Realty Corp. NBC Second Realty Corp. NBC Fourth Realty Corp. NBC Five Realty Corp. NBC Six Realty. Corp.	Massachusetts Indiana Massachusetts Nevada Illinois North Carolina	

Operating Subsidiaries	State or Jurisdiction of Incorporation or Organization	Name Under Which Does Business (if Different)
Leasing Subsidiaries (continued) NBC Seventh Realty Corp. AJW Realty of Fall River, Inc. H.G. Brownsburg Realty Corp. H.G. Conn. Realty Corp. AJW South Bend Realty Corp. Progress Lane Realty Corp	Pennsylvania Massachusetts Indiana Delaware Delaware Connecticut	

SCHEDULE 5.13 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Environmental, Health, and Safety Requirements of Law

None.



SCHEDULE 5.14 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Liens and Encumbrances

None.

SCHEDULE 6.11 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Asset Sales

Store closings to the extent such closings for a fiscal year do not exceed 5% of the Borrower's total stores as of the beginning of that fiscal year.

SCHEDULE 6.13 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Investments

1) The following Investments:

OWNED BY	CARRYING VALUE
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2) Investments relating to the fair market value of derivatives that hedge the Borrower's actual foreign currency exposure.

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[\*\*\*\*\*]INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

SCHEDULE 6.14 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Contingent Obligations

1. All leases for which the Borrower or any of its Subsidiaries may be contingently liable immediately following the closing of the Credit Agreement (either as a previous lessee or pursuant to a written guaranty) with respect to any previously operated location.
2. Leases for which the Borrower or any of its Subsidiaries may be contingently liable in connection with future store closings to the extent such closings for a fiscal year do not exceed 5% of total stores as of the beginning of that fiscal year.
3. [\*\*\*\*\*]
4. [\*\*\*\*\*]
5. [\*\*\*\*\*]
- 6 [\*\*\*\*\*]

- -----  
[\*\*\*\*\*]INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

SCHEDULE 6.20 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Subsidiary Indebtedness

(1) The following indebtedness:

INTERCOMPANY INDEBTEDNESS

SUBSIDIARY	DESCRIPTION	AMOUNT
------------	-------------	--------

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In addition the domestic subsidiaries and the Borrower have ongoing outstanding intercompany balances with each other representing the net cash funding requirements or cash surplus of the individual entities.

INDEBTEDNESS TO THIRD PARTIES

SUBSIDIARY	DESCRIPTION	AMOUNT
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Winners Merchants International, L.P.	Demand, operating and commercial letters of credit facility	C\$20,000,000
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[\*\*\*\*\*]INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

SCHEDULE 6.21 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Subordination Terms

The following terms shall govern Indebtedness ("Intercompany Indebtedness") of the Borrower or any Subsidiary of the Borrower (an "Intercompany Obligor") to the Borrower or any Subsidiary of the Borrower (an "Intercompany Lender"):

Any and all claims of an Intercompany Lender against an Intercompany Obligor or against any of its properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Obligations. Notwithstanding any right of an Intercompany Lender to ask, demand, sue for, take or receive any payment from an Intercompany Obligor, all rights, liens and security interests of such Intercompany Lender, whether now or hereafter arising and howsoever existing, in any assets of such Intercompany Obligor shall be subordinated to the rights, if any, of the Lenders, the Swing Line Lender and the Administrative Agent in those assets. An Intercompany Lender shall have no right to possession of any such asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until all of the Obligations shall have been paid in full in cash and satisfied and all financing arrangements under this Agreement and the other Loan Documents between the Borrower, the Administrative Agent, the Swing Line Lender and the Lenders have been terminated.

If, during the continuance of a Default, all or any part of the assets of any Intercompany Obligor, or the proceeds thereof, are subject to any distribution, division or application to the creditors of such Intercompany Obligor, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, then, and in any such event, any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any indebtedness of such Intercompany Obligor to an Intercompany Lender, shall be paid or delivered directly to the Administrative Agent for application on any of the Obligations, due or to become due, until such Obligations shall have first been paid in full in cash and satisfied; provided, however, ordinary course payments or distributions made by an Intercompany Obligor to an Intercompany Lender shall be required to be paid or delivered to the Administrative Agent only upon the Administrative Agent's request.

Each Intercompany Lender shall irrevocably authorize and empower the Administrative Agent to demand, sue for, collect and receive every such payment or distribution and give acquittance therefor and to make and present for and on behalf of such Intercompany Lender such proofs of claim and take such other action, in the Administrative Agent's own name or in the name of such Intercompany Lender or otherwise, as the Administrative Agent may deem necessary or advisable for the enforcement of Section 6.21. The Administrative Agent may vote such proofs of claim in any such proceeding, receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued and apply the same on account of any of the Obligations.

Should any payment, distribution, security or instrument or proceeds thereof be received by an Intercompany Lender upon or with respect to Intercompany Indebtedness during the continuance of a Default and prior to the satisfaction of all of the Obligations and the termination of all financing arrangements under the Credit Agreement and the other Loan Documents between the Borrower, the Administrative Agent, the Swing Line Lender and the Lenders, such Intercompany Lender shall receive and hold the same in trust, as trustee, for the benefit of the Administrative Agent, the Swing Line Lender and the Lenders and shall forthwith deliver the same to the Administrative Agent, for the benefit of the

Administrative Agent, the Swing Line Lender and the Lenders, in precisely the form received (except for the endorsement or assignment of such Intercompany Lender where necessary), for application to any of the Obligations, due or not due, and, until so delivered, the same shall be held in trust by such Intercompany Lender as the property of the Administrative Agent, the Swing Line Lender and the Lenders; provided, however, ordinary course payments or distributions made by an Intercompany Obligor to an Intercompany Lender shall be required to be paid or delivered to the Administrative Agent only upon the Administrative Agent's request. If an Intercompany Lender fails to make any such endorsement or assignment to the Administrative Agent, the Administrative Agent or any of its officers or employees shall be irrevocably authorized to make the same.

Each Intercompany Lender shall agree that until the Obligations have been paid in full in cash and satisfied and all financing arrangements under the Credit Agreement and the other Loan Documents between the Borrower, the Administrative Agent, the Swing Line Lender and the Lenders have been terminated, such Intercompany Lender will not assign or transfer to any Person (other than the Administrative Agent) any claim such Intercompany Lender has or may have against any Intercompany Obligor.

EXHIBIT A-1 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Syndicated Note

May\_\_\_\_, 2005

THE TJX COMPANIES, INC., a Delaware corporation (the "Borrower"), promises to pay to the order of \_\_\_\_\_ (the "Lender") the aggregate unpaid principal amount of all Syndicated Loans made by the Lender to the Borrower pursuant to Article II of the Credit Agreement hereinafter referred to (as the same may be amended or modified, the "Agreement"; capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Agreement), in immediately available funds on the dates and at the offices of Bank of America, N.A., as Administrative Agent, specified in the Agreement, together with interest on the unpaid principal amount hereof at the rates and on the dates determined in accordance with the Agreement. The Borrower shall pay the principal of and accrued and unpaid interest on the Syndicated Loans in full on the Facility Termination Date.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of each Syndicated Loan and the date and amount of each principal payment hereunder.

This Note is one of the Syndicated Notes issued pursuant to, and is entitled to the benefits of the 5-Year Revolving Credit Agreement, dated as of May \_\_\_\_, 2005, among the Borrower, the financial institutions parties thereto, Bank of America, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A. 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, to which Agreement, as it may be amended from time to time, reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. The Agreement, among other things, provides for the making of "Syndicated Loans" by the Lender to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the Lender's Commitment, except as otherwise contemplated in the Agreement.

The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Note shall be governed by, and construed in accordance with, the internal laws of the State of New York.

THE TJX COMPANIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Schedule of Syndicated Loans and Payments of Principal  
to  
Syndicated Note of The TJX Companies, Inc.,

Dated May \_\_, 2005

Date	Principal Amount of Loan	Maturity of Interest Period	Principal Amount Paid	Unpaid Balance
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EXHIBIT A-2 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Swing Line Note

May \_\_, 2005

THE TJX COMPANIES, INC., a Delaware corporation (the "Borrower"), promises to pay to the order of \_\_\_\_\_ (the "Swing Line Lender") the aggregate unpaid principal amount of the Swing Line Loans made by the Swing Line Lender to the Borrower pursuant to Article II of the Credit Agreement hereinafter referred to (as the same may be amended or modified, the "Agreement"; capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Agreement), in immediately available funds on the dates and at the offices of Bank of America, N.A., as Administrative Agent, specified in the Agreement, together with interest on the unpaid principal amount hereof at the rates and on the dates determined in accordance with the Agreement. The Borrower shall pay the principal of and accrued and unpaid interest on each Swing Line Loan in full on the maturity date for such Swing Line Loan determined in accordance with the Agreement.

The Swing Line Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount and other pertinent terms of, and the interest rate and interest payment dates applicable to, each Swing Line Loan, and the date and amount of each principal payment hereunder.

This Note is one of the Swing Line Notes issued pursuant to, and is entitled to the benefits of, the 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005, among the Borrower, the financial institutions parties thereto, Bank of America, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A. 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, to which Agreement, as it may be amended from time to time, reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated.

The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Note shall be governed by, and construed in accordance with, the internal laws of the State of New York.

THE TJX COMPANIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule of Swing Line Loans and Payments of Principal  
to  
Swing Line Note of The TJX Companies, Inc.,

Dated May \_\_, 2005

Date	Principal Amount of Loan	Maturity of Interest Period	Principal Amount Paid	Unpaid Balance
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EXHIBIT B TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Required Opinions

1. The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the corporate power and authority necessary for the execution, delivery and performance of the Loan Documents, the consummation of the credit transactions contemplated thereby, the ownership of its properties and the conduct of the business now conducted and permitted to be conducted by it in accordance with the Loan Documents.

2. Each of the Credit Agreement and the Notes has been duly authorized, executed and delivered by the Borrower and (subject to the qualifications stated in the unnumbered paragraphs at the end hereof) constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

3. The execution, delivery and performance by the Borrower of the Loan Documents, and the consummation of the credit transactions contemplated thereby, do not, and the compliance by the Borrower with the terms thereof applicable to it does not require approval of the Borrower's shareholders except such approvals as have been obtained and will not, result in any violation of, conflict with, constitute a default under or permit any party to accelerate the payment of any obligation under, or result in the creation of a lien, mortgage, security interest or other encumbrance upon the assets of the Borrower under, any term or provision of: (a) its certificate of incorporation or by-laws, (b) any federal law, statute, rule or governmental regulation, (c) the Delaware General Corporation Law, or (d) any judgment, decree, indenture, mortgage, deed of trust, loan agreement or other such instrument or agreement applicable to the Borrower.

4. No consent, approval, authorization or other action by, or notice to or filing with, any federal or Delaware court or governmental authority is required to be obtained or made by the Borrower on or prior to the date hereof in connection with its execution, delivery or performance of the Loan Documents or in connection with its consummation of the credit transactions contemplated thereby, except for such consents, approvals, authorizations or other actions as have been obtained or made (but in the case of a Delaware court or governmental authority, only in respect of the General Corporation Law of the State of Delaware), except where the failure to obtain such consent or make such filing would not reasonably be expected to have a material adverse effect on the business, assets or financial condition of the Borrower and its Subsidiaries, taken as a whole.

5. The making of the loans under the Credit Agreement and the application of the proceeds thereof as provided in the Loan Documents will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System as in effect on the date hereof.

6. The Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the federal Investment Company Act of 1940, as amended, or a "holding company" or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the federal Public Utility Holding Company Act of 1935, as amended.

EXHIBIT C TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Compliance Certificate

To: The Lenders Parties To The  
Credit Agreement Described Below

Pursuant to that certain 5-Year Revolving Credit Agreement dated as of May \_\_\_\_\_, 2005 (as amended, modified, renewed or extended from time to time, the "Agreement") among The TJX Companies, Inc. (the "Borrower"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A. 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, the Borrower, through its [chief financial officer], hereby delivers to the Administrative Agent [together with the financial statements being delivered to the Administrative Agent pursuant to Section 6.1 of the Credit Agreement] this Compliance Certificate (the "Certificate") [for the accounting period from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_]. Unless otherwise defined hereto, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement. With respect to the calculations set forth below, the provisions of and definitions of terms in the Credit Agreement shall govern the calculation of compliance with Section 6.16.

I. MAXIMUM LEVERAGE RATIO (SECTION 6.16)

(1) The ratio of

(a)

Funded Debt	\$ _____
+ (4 * Consolidated Rentals)	+ _____
= NUMERATOR	= _____

To

(b)

EBITDAR	\$ _____
= DENOMINATOR	= _____

for the period from \_\_\_\_\_, \_\_\_\_\_ to  
\_\_\_\_\_, \_\_\_\_\_ is \_\_\_\_\_ to 1.0

(2) State whether the above calculated Leverage Ratio is greater than the maximum Leverage Ratio specified for such period in the Credit Agreement.

Yes/No

II. DEFAULT

(A) Does any Default or Unmatured Default exist? Yes/No

(B) If the answer to question(A) is yes, state the nature and status thereof and the Borrower's plans with respect thereto on Schedule A.

The Borrower hereby certifies, through its \_\_\_\_\_, that the information set forth above is accurate as of \_\_\_\_\_, 20 \_\_, to the best of such officer's knowledge, after dilligent inquiry, and that the financial statements delivered herewith present fairly the financial position of the Borrower and its Subsidiaries at the dates indicated and the result of their operations and changes in their financial position for the periods indicated in conformity with GAAP, consistently applied.

Dated \_\_\_\_\_, \_\_\_\_

THE TJX COMPANIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT D TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Assignment Agreement

This Assignment Agreement (this "Assignment Agreement") between \_\_\_\_\_ (the "Assignor") and \_\_\_\_\_ (the "Assignee") is dated as of \_\_\_\_\_, 200\_\_ . The parties hereto agree as follows:

1. PRELIMINARY STATEMENT. The Assignor is a party to a Credit Agreement (which, as it may be amended, modified, renewed or extended from time to time is herein called the "Credit Agreement") described in Item 1 of Schedule 1 attached hereto ("Schedule 1"). Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement.

2. ASSIGNMENT AND ASSUMPTION. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to the Assignor's rights and obligations under the Credit Agreement such that after giving effect to such assignment the Assignee shall have purchased pursuant to this Assignment Agreement the percentage interest specified in Item 3 of Schedule 1 of all outstanding rights and obligations under the Credit Agreement and the other Loan Documents. The aggregate Commitment (or Loans, if the applicable Commitment has been terminated) purchased by the Assignee hereunder is set forth in Item 4 of Schedule 1.

3. EFFECTIVE DATE. The effective date of this Assignment Agreement (the "Effective Date") shall be the later of (i) the date specified in Item 5 of Schedule 1 or (ii) two Business Days (or such shorter period agreed to by the Administrative Agent) after a Notice of Assignment substantially in the form of Exhibit I attached hereto, together with any consents and fees required by Sections 12.3.1 and 12.3.2 of the Credit Agreement, has been delivered to the Administrative Agent. In no event will the Effective Date occur, if the payments required to be made by the Assignee to the Assignor on the Effective Date under Sections 4 and 5 hereof are not made on the proposed Effective Date. The Assignor will notify the Assignee of the proposed Effective Date no later than the Business Day prior to the proposed Effective Date. As of the Effective Date, (a) the Assignee shall have the rights and obligations of a Lender under the Loan Documents with respect to the rights and obligations assigned to the Assignee hereunder and (b) the Assignor shall relinquish its rights (other than its rights pursuant to Sections 3.1, 3.2, 3.4, 3.5 and 9.7) and be released from its corresponding obligations under the Loan Documents with respect to the rights and obligations assigned to the Assignee hereunder.

4. PAYMENTS OBLIGATIONS. On and after the Effective Date, the Assignee shall be entitled to receive from the Administrative Agent all payments of principal, interest and fees with respect to the interest assigned hereby. The Assignee shall advance funds directly to the Administrative Agent with respect to all Loans made on or after the Effective Date with respect to the interest assigned hereby. [In consideration for the sale and assignment of Loans hereunder, (a) the Assignee shall pay the Assignor, on the Effective Date, an amount equal to the principal amount of the portion of all Floating Rate Loans assigned to the Assignee hereunder and (b) with respect to each Eurodollar Rate Loan made by the Assignor and assigned to the Assignee hereunder which is outstanding on the Effective Date, on the earliest of (i) the last day of the Interest Period therefor, (ii) such earlier date agreed to by the Assignor and the Assignee and (iii) the date on which any such Eurodollar Rate Loan either becomes due (by acceleration or otherwise) or is prepaid (such earliest date being hereinafter referred to as the "Payment Date), the Assignee shall pay the Assignor an amount equal to the principal amount of the portion of

such Eurodollar Rate Loan assigned to the Assignee which is outstanding on the Payment Date. If the Assignor and the Assignee agree that the Payment Date for such Eurodollar Rate Loan shall be the effective Date, they shall agree on the interest rate applicable to the portion of such Loan assigned hereunder for the period from the Effective Date to the end of the existing Interest Period applicable to such Eurodollar Rate Loan (the "Agreed Interest Rate") and any interest received by the Assignee in excess of the Agreed Interest Rate shall be remitted to the Assignor. In the event interest for the period from the Effective Date to but not including the Payment Date is not paid by the Borrower with respect to any Eurodollar Rate Loan sold by the Assignor to the Assignee hereunder, the Assignee shall pay to the Assignor interest for such period on the portion of such Eurodollar Rate Loan sold by the Assignor to the Assignee hereunder at the applicable rate provided by the Credit Agreement. In the event a prepayment of any Eurodollar Rate Loan which is existing on the Payment Date and assigned by the Assignor to the Assignee hereunder occurs after the Payment Date but before the end of the Interest Period applicable to such Eurodollar Rate Loan, the Assignee shall remit to the Assignor the excess of the prepayment penalty paid with respect to the portion of such Eurodollar Rate Loan assigned to the Assignee hereunder over the amount which would have been paid if such prepayment penalty was calculated based on the Agreed Interest Rate. The Assignee will also promptly remit to the Assignor (a) any principal payments received from the Administrative Agent with respect to Eurodollar Rate Loans prior to the Payment Date and (b) any amounts of interest on Loans and fees received from the Administrative Agent which relate to the portion of the Loans or Commitment assigned to the Assignee hereunder for periods prior to the Effective Date, in the case of Floating Rate Loans, or the Payment Date, in the case of Eurodollar Rate Loans, and not previously paid by the Assignee to the Assignor.]\* In the event that either party hereto receives any payment to which the other party hereto is entitled under this Assignment Agreement, then the party receiving such amount shall promptly remit it to the other party hereto.

5. FEES PAYABLE BY THE ASSIGNEE. The Assignee agrees to pay \_\_\_% of the recordation fee required to be paid to the Administrative Agent in connection with this Assignment Agreement pursuant to Section 12.3.2 of the Credit Agreement.

6. REPRESENTATIONS OF THE ASSIGNOR; LIMITATIONS ON THE ASSIGNOR'S LIABILITY. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim created by the Assignor. It is understood and agreed that the assignment and assumption hereunder are made without recourse to the Assignor and that the Assignor makes no other representation or warranty of any kind to the Assignee. Neither the Assignor nor any of its officers, directors, employees, agents or attorneys shall be responsible for (a) the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of any Loan Document, including without limitation, documents granting the Assignor and the other Lenders a security interest in assets of the Borrower or any guarantor, (b) any representation, warranty or statement made in or in connection with any of the Loan Documents, (c) financial condition or creditworthiness of the Borrower or any guarantor, (d) the performance of or compliance with any of the terms or provisions of any of the Loan Documents, (e) inspecting any of the Property, books or records of the Borrower, (f) the validity, enforceability, perfection, priority, condition, value or sufficiency of any collateral securing or purporting to secure the Loans or (g) any mistake, error of judgment, or action taken or omitted to be taken in connection with the Loans or the Loan Documents.

7. REPRESENTATIONS OF THE ASSIGNEE. The Assignee (a) confirms that it has received the copy of the Credit Agreement, together with copies of the financial statements requested by the Assignee and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement, (b) agrees that it will, independently

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\* Each Assignor may insert its standard payment provisions in lieu of the foregoing payment terms.



and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information that it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (c) appoints and authorizes the Administrative Agent to take, such action as contractual representative on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender, (e) agrees that its payment instructions and notice instructions are as set forth in the attachment to Schedule 1 [,] [and] (e) confirms that none of the funds, monies, assets or other consideration being used to make the purchase and assumption hereunder are "plan assets" as defined under ERISA and that its rights, benefits and interests in and under the Loan Documents will not be "plan assets" under ERISA [and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying that the Assignee is entitled to receive payments under the Loan Documents without deduction or withholding of any United States federal income taxes].\*

8. INDEMNITY. The Assignee agrees to indemnify and hold harmless the Assignor against any and all losses, costs and expenses (including, without limitation reasonable attorneys' fees) and liabilities incurred by the Assignor in connection with or arising in any manner from the Assignee's non-performance of the obligations assumed under this Assignment Agreement.

9. SUBSEQUENT ASSIGNMENTS. After the Effective Date, the Assignee shall have the right pursuant to Section 12.3.1 of the Credit Agreement to assign the rights which are assigned to the Assignee hereunder to any entity or person, provided that (a) any such subsequent assignment does not violate any of the terms and conditions of the Loan Documents or any law, rule, regulation, order, writ, judgment injunction or decree and that any consent required under the terms of the Loan Documents has been obtained and (b) unless the prior written consent of the Assignor is obtained, the Assignee is not thereby released from its obligations to the Assignor hereunder, if any remain unsatisfied, including, without limitation, its obligations under Sections 4, 5 and 8 hereof.

10. REDUCTIONS OF AGGREGATE COMMITMENT. If any reduction in the Aggregate Commitment occurs between the date of this Assignment Agreement and the Effective Date, the percentage interest specified in Item 3 of Schedule 1 shall remain the same, but the dollar amount purchased shall be recalculated based on the reduced Aggregate Commitment.

11. ENTIRE AGREEMENT. This Assignment Agreement and the attached Notice of Assignment embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

12. GOVERNING LAW. This Assignment Agreement shall be governed by the internal law, but without regard to the conflicts of laws provisions, of the State of New York.

13. NOTICES. Notices shall be given under this Assignment Agreement in the manner set forth in the Credit Agreement. For the purpose hereof, the addresses of the parties hereto (until notice of a change is delivered) shall be the addresses set forth in the attachment to Schedule 1.

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\* To be inserted if the Assignee is not incorporated under the laws of the United States, or a state thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their duly authorized officers as of the date first above written.

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1  
to Assignment Agreement

1. Description and Date of Credit Agreement:

5-Year Revolving Credit Agreement dated as of May \_\_\_\_, 2005, among The TJX Companies, Inc., the financial institutions parties thereto (the "Lenders"), Bank of America, N.A., as Administrative Agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A. 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, as amended from time to time.

2. Date of Assignment Agreement: \_\_\_\_\_,

3. Amounts (As of Date of Item 2 above):

- a. Total of Commitments\* under Credit Agreement \$ \_\_\_\_\_
- b. Assignee's Percentage of the Syndicated Loans purchased under the Assignment Agreement\*\* \_\_\_\_\_%
- c. Amount of Assigned Share in each Syndicated Loan purchased under the Assignment Agreement \$ \_\_\_\_\_

4. Assignee's Aggregate Commitment Amount\* Purchased Hereunder: \$ \_\_\_\_\_

5. Proposed Effective Date: \_\_\_\_\_

Accepted and Agreed:

[NAME OF ASSIGNOR]	[NAME OF ASSIGNEE]
By: _____	By: _____
Title: _____	Title: _____

\* If the Aggregate Commitment has been terminated, insert outstanding Loans in place of Commitments.

\*\* Percentage taken to 10 decimal places.

Attachment to SCHEDULE 1 to ASSIGNMENT AGREEMENT

Attach Assignor's Administrative Information Sheet, which must include notice address for the Assignor and the Assignee.

EXHIBIT 1

to Assignment Agreement

FORM OF NOTICE OF ASSIGNMENT

\_\_\_\_\_, 200\_\_

To: The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, Massachusetts 01701  
Attention: Jeffrey G. Naylor, Chief Financial Officer

Bank of America, N.A., as  
Administrative Agent  
1850 Gateway Boulevard  
Concord, California 94520

From: [NAME OF ASSIGNOR] (the "Assignor")

[NAME OF ASSIGNEE] (the "Assignee") .

1. We refer to the Credit Agreement (as it may be amended, modified, renewed or extended from time to time, the "Credit Agreement") described in Item 1 of Schedule 1 attached hereto ("Schedule 1"). Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement.

2. This Notice of Assignment (this "Notice") is given and delivered to the Borrower and the Administrative Agent pursuant to Section 12.3.2 of the Credit Agreement.

3. The Assignor and the Assignee have entered into an Assignment Agreement, dated as of , (the "Assignment"), pursuant to which, among other things, the Assignor has sold, assigned, delegated and transferred to the Assignee, and the Assignee has purchased, accepted and assumed from the Assignor the percentage interest specified in Item 3 of Schedule 1 of all outstandings, rights and obligations under the Credit Agreement. The Effective Date of the Assignment shall be the later of the date specified in Item 5 of Schedule 1 or two Business Days (or such shorter period as agreed to by the Administrative Agent) after this Notice of Assignment and any consents and fees required by Sections 12.3.1 and 12.3.2 of the Credit Agreement have been delivered to the Administrative Agent, provided that the Effective Date shall not occur if any condition precedent agreed to by the Assignor and the Assignee has not been satisfied.

4. The Assignor and the Assignee hereby give to the Borrower and the Administrative Agent notice of the assignment and delegation referred to herein. The Assignor will confer with the Administrative Agent before the date specified in Item 5 of Schedule 1 to determine if the Assignment Agreement will become effective on such date pursuant to Section 3 hereof, and will confer with the Administrative Agent to determine, the Effective Date pursuant to Section 3 hereof if it occurs thereafter. The Assignor shall notify the Administrative Agent if the Assignment Agreement does not become effective on any proposed Effective Date as a result of the failure to satisfy the conditions, precedent agreed to by the Assignor and the Assignee. At the request of the Administrative Agent, the Assignor will give the Administrative Agent written confirmation of the satisfaction of the conditions precedent.

5. The Assignor or the Assignee shall pay to the Administrative Agent on or before the Effective Date the processing fee of \$3,500 required by Section 12.3.2. of the Credit Agreement.

6. If Notes are outstanding on the Effective Date, the Assignor and the Assignee request and direct that the Administrative Agent prepare and cause the Borrower to execute and deliver new Notes or, as appropriate, replacement Notes, to the Assignor and the Assignee. The Assignor and, if applicable, the Assignee each agree to deliver to the Administrative Agent the original Notes received by it from the Borrower upon its receipt of new Notes in the appropriate amount.

7. The Assignee advises the Administrative Agent that its notice and payment instructions are set forth in the attachment to Schedule 1.

8. The Assignee hereby represents and warrants that none of the funds, monies, assets or other consideration being used to make the purchase pursuant to the Assignment are "plan assets" as defined under ERISA and that its rights, benefits, and interests in and under the Loan Documents will not be "plan assets" under ERISA.

9. The Assignee authorizes the Administrative Agent to act as its contractual representative under the Loan Documents in accordance with the terms thereof. The Assignee acknowledges that the Administrative Agent has no duty to supply information with respect to the Borrower or the Loan Documents to the Assignee until the Assignee becomes a party to the Credit Agreement.\*

NAME OF ASSIGNOR	NAME OF ASSIGNEE
By: _____	By: _____
Title: _____	Title: _____

ACKNOWLEDGED AND CONSENTED TO BY BANK OF AMERICA, NA., AS ADMINISTRATIVE AGENT, SWING LINE LENDER AND AS AN ISSUING LENDER	ACKNOWLEDGED AND CONSENTED TO BY THE TJX COMPANIES, INC.
By: _____	By: _____
Title: _____	Title: _____

ACKNOWLEDGED AND CONSENTED TO BY THE BANK OF NEW YORK, AS AN ISSUING LENDER	ACKNOWLEDGED AND CONSENTED TO BY JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS AN ISSUING LENDER
By: _____	By: _____
Title: _____	Title: _____

[Attach photocopy of Schedule 1 to Assignment as Schedule 1 hereto]

\* This paragraph may be eliminated if the Assignee is a party to the Credit Agreement prior to the Effective Date.

EXHIBIT E TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Loan/Credit Related Money Transfer Instruction

To Bank of America, N.A.,  
as Administrative Agent (the "Administrative Agent")  
under the Credit Agreement  
Described Below.

Re: 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005 (as the same  
may be amended or modified, the "Credit Agreement"), among The TJX  
Companies, Inc., the financial institutions parties thereto (the  
"Lenders"), Bank of America, N.A., as administrative agent (the  
"Administrative Agent") JPMorgan Chase Bank, N.A. 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.  
Terms used herein and not otherwise defined shall have the meanings  
assigned thereto in the Credit Agreement.

The Administrative Agent is specifically authorized and directed to act  
upon the following standing money transfer instructions with respect to the  
proceeds of Advances or other extensions of credit from time to time until  
receipt by the Administrative Agent of a specific written revocation of such  
instructions by the Borrower signed by two Authorized Officers; provided,  
however, that the Administrative Agent may otherwise transfer funds as hereafter  
directed in writing by an Authorized Officer of the Borrower, it being  
understood that any change in standing wire transfer instructions for the  
transfer of funds shall only be made upon the written direction of two  
Authorized Officers.

Facility Identification Number(s): \_\_\_\_\_

Customer/Account Name: \_\_\_\_\_

Transfer Funds To: \_\_\_\_\_  
\_\_\_\_\_

For Account No.: \_\_\_\_\_

Reference/Attention To: \_\_\_\_\_

Authorized Officer  
(Customer Representative) Date \_\_\_\_\_

-----  
(Please Print) Signature

Bank Officer Name  
  
-----  
(Please Print) Signature

(Deliver Completed Form to Credit Support Staff For Immediate Processing)

EXHIBIT F-1 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Syndicated Advance Borrowing Notice

[Date]

Bank of America, N.A., as Administrative Agent  
1850 Gateway Boulevard  
Concord, California 94520

Ladies and Gentlemen:

The undersigned, The TJX Companies, Inc., refers to the 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005 (as amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A. 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. The undersigned hereby gives you notice, irrevocably, pursuant to Section 2.6 of the Credit Agreement that the undersigned hereby requests a Syndicated Advance under the Credit Agreement, and in that connection sets forth below the information relating to such Syndicated Advance (the "Proposed Advance") as required by Section 2.6 of the Credit Agreement:

- (a) The Borrowing Date for the Proposed Advance is \_\_\_\_\_, 200\_\_.
- (b) The aggregate amount of the Proposed Advance is \_\_\_\_\_.
- (c) The Proposed Advance is to be [a Floating Rate Advance] [a Eurodollar Advance].
- (d) The Interest Period for the Proposed Advance is \_\_\_\_ months.\*

The undersigned hereby certifies that the following statements are true on the date of the Proposed Advance:

(A) The representations and warranties contained in Article V of the Credit Agreement are correct in all material respects, before and after giving effect to the Proposed Advance and to the application of the proceeds therefrom, as though made on and as of such date (other than the representation and warranty set forth in Section 5.5 of the Credit Agreement, which shall only be made by the Borrower as of the date of the Credit Agreement), except to the extent any such representation or warranty is stated to relate solely to an earlier date; and

- - - - -

\* To be included if the Proposed Advance is to be a Eurodollar Advance.



(B) No Default or Unmatured Default has occurred and is continuing, or would result from the Proposed Advance or from the application of the proceeds therefrom.

Very truly yours,

THE TJX COMPANIES, INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT F-2 TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Swing Line Borrowing Notice

[Date]

Bank of America, N.A., as Administrative Agent  
1850 Gateway Boulevard  
Concord, California 94520

Ladies and Gentlemen:

The undersigned, The TJX Companies, Inc., refers to the 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005 (as amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A., 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. The undersigned hereby gives you notice, irrevocably, pursuant to Section 2.9 of the Credit Agreement that the undersigned hereby requests a Swing Line Loan under the Credit Agreement, and in that connection sets forth below the information relating to such Swing Line Loan (the "Proposed Advance") as required by Section 2.9 of the Credit Agreement:

- (a) The Borrowing Date for the Proposed Advance is \_\_\_\_\_, 200\_.
- (b) The aggregate amount of the Proposed Advance is \_\_\_\_\_.

The undersigned hereby certifies that the following statements are true on the date of the Proposed Advance:

(A) The representations and warranties contained in Article V of the Credit Agreement are correct in all material respects, before and after giving effect to the Proposed Advance and to the application of the proceeds therefrom, as though made on and as of such date (other than the representation and warranty set forth in Section 5.5 of the Credit Agreement, which shall only be made by the Borrower as of the date of the Credit Agreement), except to the extent any such representation or warranty is stated to relate solely to an earlier date; and

(B) No Default or Unmatured Default has occurred and is continuing, or would result from the Proposed Advance or from the application of the proceeds therefrom.

Very truly yours,

THE TJX COMPANIES, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT G TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Prepayment Notice

[Date]

Bank of America, N.A., as Administrative Agent  
1850 Gateway Boulevard  
Concord, California 94520

Ladies and Gentlemen:

The undersigned, The TJX Companies, Inc., refers to the 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005 (as amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A., 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. The undersigned hereby gives you notice, irrevocably, pursuant to Section 2.5 of the Credit Agreement that the undersigned hereby elects to:

prepay the Floating Rate Loans comprising part of the same Syndicated Advance in aggregate principal amount of \$\_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_.

prepay a Eurodollar Advance in aggregate principal amount of \$\_\_\_\_\_ and with a current Interest Period ending \_\_\_\_\_, \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_.

Very truly yours,

THE TJX COMPANIES, INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

- -----

\* Include one or more of the following, as applicable.

EXHIBIT H TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Continuation/Conversion Notice

[Date]

Bank of America N.A., as Administrative Agent  
1850 Gateway Boulevard  
Concord, California 94520

Ladies and Gentlemen:

The undersigned, The TJX Companies, Inc., refers to the 5-Year Revolving Credit Agreement, dated as of May \_\_, 2005 (as amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), JPMorgan Chase Bank, N.A. 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. The undersigned hereby gives you notice, irrevocably, pursuant to Section 2.7 of the Credit Agreement that the undersigned hereby elects to:

convert a Floating Rate Advance in aggregate principal amount of \$ \_\_\_ to a Eurodollar Advance on \_\_\_\_\_, \_\_. The initial Interest Period for such Eurodollar Advance is requested to be \_\_\_\_\_ month[s].

convert a Eurodollar Advance in aggregate principal amount of \$ \_\_\_\_\_ and with a current Interest Period ending \_\_\_\_\_, \_\_\_\_\_, to a Floating Rate Advance on \_\_\_\_\_, \_\_.

continue a Eurodollar Advance in aggregate principal amount of \$ \_\_\_ and with a current Interest Period ending \_\_\_\_\_, \_\_, as a Eurodollar Advance. The succeeding Interest Period is requested to be \_\_\_\_\_month[s].

Very truly yours,

THE TJX COMPANIES, INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

- - - - -  
\* Include one or more of the following, as applicable.

EXHIBIT I TO  
5-YEAR REVOLVING CREDIT AGREEMENT

Form of Designation Agreement

Dated \_\_\_\_\_, 200\_\_

Reference is made to the 5-Year Revolving Credit Agreement dated as of May \_\_\_\_, 2005 (as Amended or otherwise modified from time to time, the "Credit Agreement") among The TJX Companies, Inc., a Delaware corporation (the "Borrower"), the financial institutions named therein (the "Lenders"), Bank of America, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A. 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. Terms defined in the Credit Agreement are used herein as therein defined.

\_\_\_\_\_ (the "Designator"), \_\_\_\_\_ (the "Designee"), and the Borrower, agree as follows:

1. The Designator hereby designates the Designee, and the Designee hereby accepts such designation, as its Designated Lender under the Credit Agreement.
2. The Designator makes no representations or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument or document furnished pursuant thereto.
3. The Designee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Article 5 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Designation Agreement; (ii) agrees that it will, independently and without reliance upon the Agent, the Designator or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action it may be permitted to take under the Credit Agreement; (iii) confirms that it is an Eligible Designee; (iv) appoints and authorizes the Designator as its administrative agent and attorney-in-fact and grants the Designator an irrevocable power of attorney to receive payments made for the benefit of the Designee under the Credit Agreement and to deliver and receive all communications and notices under the Credit Agreement, if any, that Designee is obligated to deliver or has the right to receive thereunder; (v) acknowledges that it is subject to and bound by the confidentiality provisions of the Credit Agreement (except as permitted under Section 9.14 thereof); and (vi) acknowledges that the Designator retains the sole right and responsibility to vote under the Credit Agreement, including, without limitation, the right to approve any amendment, modification or waiver of any provision of the Credit Agreement, and agrees that the Designee shall be bound by all such votes, approvals, amendments, modifications and waivers and all other agreements of the Designator pursuant to or in connection with the Credit Agreement, all subject to Section 8.2 of the Credit Agreement.
4. Following the execution of this Designation Agreement by the Designator, the Designee and the Borrower, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective Date of this Designation Agreement shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified on the signature page hereto (the "Effective Date").

5. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date(a) the Designee shall have the right to make Loans as a Lender pursuant to Section 2.1 or 2.9 of the credit Agreement and the rights of a Lender related thereto and (b) the making of any such Loans by the Designee shall satisfy the obligations of the Designator under the Credit Agreement to the same extent, and as if, such Loans were made by the Designator.

6. This Designation Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Designation Agreement to be executed by their respective officers hereunto duly authorized, as of the date first above written.

Effective Date(1):

[NAME OF DESIGNATOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[NAME OF DESIGNEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE TJX COMPANIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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(1) This date should be no earlier than the date of acceptance by the Administrative Agent.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF JUNE 2, 2009

BETWEEN BERNARD CAMMARATA AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of June 2, 2009 between BERNARD CAMMARATA ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701 (the "Company").

RECITALS

Executive has been employed by the Company as Chairman of the Board and in other executive capacities, most recently pursuant to an employment agreement dated as of June 6, 2006, as amended. The Company and Executive intend that Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable and appropriate to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. EFFECTIVE DATE; TERM OF AGREEMENT. This Agreement shall become effective as of June 2, 2009 (the "Effective Date") and, as of that date, shall supersede the employment agreement dated as of June 6, 2006, as amended. Executive's employment by the Company shall continue on the terms provided herein until the date of the annual meeting of stockholders of the Company occurring in 2012 (the "2012 meeting date"), subject to earlier termination as provided herein (such period of employment from and after the Effective Date hereinafter called the "Employment Period"). This Agreement is intended to comply with the applicable requirements of Section 409A and shall be construed accordingly.

2. SCOPE OF EMPLOYMENT.

(a) Nature of Services. During the term hereof, Executive shall diligently perform the duties and responsibilities of Chairman of the Board upon election or reelection to such position by the Board, and such additional executive duties and responsibilities as shall from time to time be assigned to him by the Board. In any matter in which the Board or Committee deliberates or takes action with respect to this Agreement, Executive, if then a member of the body so deliberating or taking action, shall recuse himself.

(b) Extent of Services. Executive shall devote such time and efforts as are reasonably necessary to the proper performance of his duties hereunder, it being understood that such duties are not expected to require Executive's full-time attention and that Executive may, during the Employment Period, participate in other activities (including, without limitation, charitable or

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community activities, activities in trade or professional organizations, service on other boards or similar bodies, and investments in other enterprises), *provided* that such other activities (i) would be permitted under Section 8, and (ii) are not otherwise inconsistent with Executive's position, duties and responsibilities hereunder.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a Base Salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$500,000 per year or such other rate (not less than \$500,000 per year) as the Committee may determine after Committee review. Executive's Base Salary shall be reviewed by the Committee no later than February 2010 or, if earlier, when other senior executive base salaries are reviewed.

(b) Existing Awards Under Stock Incentive Plan. Any stock-based awards previously made to Executive under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan") shall continue for such period or periods and in accordance with such terms as are set out in the grant and other governing documents relating to such awards (including for this purpose any prior employment agreement in effect between Executive and the Company insofar as it relates by its express terms to any such awards), and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Award. Effective as of the Effective Date, Executive has received an award under the Stock Incentive Plan of 20,000 shares of performance-based restricted stock in connection with the execution of this Agreement (the "new PBRS award") that shall be subject to the vesting terms described in (i) and (ii) below.

(i) Subject to satisfaction by Executive of the service condition specified in Section 3(c)(ii) below, the new PBRS award will vest on the April date in calendar 2010 when the Committee certifies as to MIP performance results for FYE 2010 (the "determination date") but only if the Committee certifies that MIP performance for FYE 2010 has been achieved at a level providing for MIP payout of at least 67% of the target payout amount; *provided* that, if for FYE 2010 the Committee certifies that MIP performance has been achieved at a level authorizing some MIP payout but less than 67% of the target payout amount, the number of shares of the new PBRS award vesting shall be prorated on a straight line basis (with zero shares vesting if no MIP payout is authorized);

(ii) Except as hereinafter provided or as provided in the award agreement, the new PBRS award shall not vest unless Executive remains employed through January 30, 2010. Notwithstanding the foregoing, if Executive's employment by the Company is terminated by the Company other than for Cause prior to January 30, 2010, subject to Section 8 below, the new PBRS award shall remain outstanding following such termination and shall vest, if at all, in accordance with Section 3(c)(i) above, *provided* that, to the extent any portion of the new PBRS award does not so vest, such portion shall be forfeited as of the determination date.

(d) Continued Participation in Certain Benefits. During the Employment Period, Executive shall continue to be eligible to participate in the employee benefit and fringe benefit plans and programs in effect on the date hereof and made available to executives of the Company generally (including, without limitation, the tax-qualified retirement and profit-sharing plans maintained for the benefit of Company employees (the "Qualified Plans"), and the ESP (subject to clause (iii) below)), in each case in accordance with the terms of such plans or programs as in effect from time to time, subject to the following:

(i) Executive shall not be entitled to participate in any awards under the Company's Long Range Performance Incentive Plan or under the Company's Management Incentive Plan.

(ii) The Committee shall periodically consider, and may from time to time grant, awards to Executive under the Stock Incentive Plan in addition to those described in Section 3(b) and Section 3(c) above, such additional awards, if any, to be granted in such form and with such terms as the Committee in its discretion may determine.

(iii) Executive shall not be entitled to any employer credits under ESP.

(iv) Executive shall have no rights to benefits under the Company's Supplemental Executive Retirement Plan ("SERP").

Except as provided in Section 3(d)(iii) above, Executive's entitlement to benefits, if any, under those Company employee and fringe benefit plans and programs in which he participates will be determined in accordance with the terms of the applicable plan or program.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) Executive's employment shall terminate upon written notice by the Company to Executive (or, if earlier, to the extent consistent with the requirements of Section 409A, upon the expiration of the twenty-nine (29)-month period commencing upon Executive's absence from work) if, by reason of Disability, Executive is unable to perform his duties for at least six continuous months. Any termination pursuant to this Section 4(b) shall be treated for purposes of Section 5 and the definition of "Change of Control Termination" at subsection (f) of Exhibit A as a termination by reason of Disability.

(c) Whenever the Employment Period shall terminate, Executive shall resign all offices or other positions he shall hold with the Company and any affiliated corporations, including all positions on the Board. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT OR UPON EXPIRATION OF THE AGREEMENT.

(a) Certain Terminations Prior to the 2012 meeting date. If the Employment Period shall have terminated prior to the 2012 meeting date by reason of (I) death or Disability of Executive, (II) termination by the Company for any reason other than Cause, or (III) a Constructive Termination, then all compensation and benefits for Executive shall be as follows:

(i) For a period of twelve (12) months after the Date of Termination (the "termination period"), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment, in accordance with its regular payroll practices for executive employees of the Company (but not less frequently than monthly); *provided*, that if Executive is a Specified Employee at the relevant time, the Base Salary that would otherwise be payable during the six-month period beginning on the Date of Termination shall instead be accumulated and paid, without interest, in a lump sum on the date that is six (6) months and one day after such date (or, if earlier, the date of Executive's death); *and further provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment, over (b) the long-term disability compensation benefits for which Executive is approved under such plan.

(ii) If Executive elects so-called "COBRA" continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage but not beyond the end of the termination period, an amount (grossed up for federal and state income taxes) equal to the participant cost of such coverage during such period, except to the extent that Executive shall obtain no less favorable coverage from another employer or from self-employment in which case such additional payments shall cease immediately.

(iii) In addition, the Company will pay to Executive or his legal representative such vested amounts as shall then remain credited to Executive's account (but not received) under GDCP and ESP in accordance with the terms of those programs.

(iv) Executive or his legal representative shall be entitled to the benefits described in Section 3(b) (Existing Awards Under Stock Incentive Plan) and Section 3(c) (New Award), and any other awards under the Stock Incentive Plan, in accordance with and subject to the terms of the applicable arrangement (including, for the avoidance of doubt, any award-related provision of this Agreement), and to payment of his vested benefits, if any, under the Qualified Plans.

(v) If termination occurs by reason of Disability, Executive shall be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability

plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under Section 5(a)(i) above, and if the sum of such payments (the "combined salary/disability benefit") exceeds the payment for such period to which Executive is entitled under Section 5(a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(vi) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plans, except for continuation of any automobile allowance which shall be added to the amounts otherwise payable under Section 5(a)(i) above during the continuation of such coverage but not beyond the end of the termination period.

(b) Termination on the 2012 meeting date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive's employment with the Company shall terminate on the 2012 meeting date. Unless the Company in connection with such termination shall offer to Executive continued service in a position acceptable to Executive and upon mutually and reasonably agreeable terms, Executive shall be treated as having been terminated under Section 5(a)(II) on the day immediately preceding the 2012 meeting date and shall be entitled to the compensation and benefits described in Section 5(a) in respect of such a termination, subject, for the avoidance of doubt, to the other provisions of this Agreement including, without limitation, Section 8. If the Company in connection with such termination offers to Executive continued service in a position acceptable to Executive and upon mutually and reasonably agreeable terms, and Executive declines such service, he shall be treated for all purposes of this Agreement as having terminated his employment voluntarily on the 2012 meeting date and he shall be entitled only to those benefits to which he would be entitled under Section 6(a) (Voluntary termination of employment). For purposes of the two preceding sentences, "service in a position acceptable to Executive" shall mean service in a position comparable to the position in which Executive was serving immediately prior to the 2012 meeting date, as reasonably determined by the Board, or service in such other position, if any, as may be acceptable to Executive.

## 6. OTHER TERMINATION.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily and other than as provided in Section 5(a)(III), Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to the following: (i) such vested amounts, if any, as are credited to Executive's account (but not received) under GDCP and ESP in accordance with the terms of those programs; (ii) any vested benefits described at Section 3(b) (Existing Awards Under Stock Incentive Plan) and Section 3(c) (New Award), and vested benefits under any other Stock Incentive Plan awards; and (iii) any vested benefits under the Qualified Plans. No other benefits

shall be paid under this Agreement upon a voluntary termination of employment under this Section 6(a).

(b) Termination for Cause. If the Company should end Executive's employment for Cause, all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than the benefits described at Section 6(a) above. The Company does not waive any rights it may have for damages or for injunctive relief.

7. BENEFITS UPON CHANGE OF CONTROL. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C; *provided*, for the avoidance of doubt, that the provisions of Section 11 of this Agreement shall also apply to the determination and payment of any payments or benefits pursuant to Exhibit C.

8. AGREEMENT NOT TO SOLICIT OR COMPETE.

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less), and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six months prior to termination of the Employment Period. A "protected person" is a person who at the time of termination of the Employment Period, or within six months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A) employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each "protected person" and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such

reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of twenty-four (24) months thereafter (the "Noncompetition Period"), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any "competitive business" as hereinafter defined or any Person that engages in any "competitive business" as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities. The term "competitive business" (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Exhibit D to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a "Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the "first Person") shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive's duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination



of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that she has returned all such Documents in Executive's possession or under his control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period or the Nonsolicitation Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to

be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement.

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that payments payable to him after his death shall be made to his estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder that is payable by reason of termination of Executive's employment constitutes "nonqualified deferred compensation" subject to Section 409A and would otherwise have been required to be paid

during the six (6)-month period following such termination of employment, it shall instead (unless at the relevant time Executive is no longer a Specified Employee) be delayed and paid, without interest, in a lump sum on the date that is six (6) months and one day after Executive's termination (or, if earlier, the date of Executive's death). The parties hereto acknowledge that in addition to any delay required under Section 11, it may be desirable, in view of regulations or other guidance issued under Section 409A, to amend provisions of the Agreement to avoid the acceleration of tax or the imposition of additional tax under Section 409A and that the Company will not unreasonably withhold its consent to any such amendments which in its determination are (i) feasible and necessary to avoid adverse tax consequences under Section 409A for Executive, and (ii) not adverse to the interests of the Company. Executive acknowledges and agrees that except for the gross-up entitlement described in Section 5(a)(ii) of this Agreement, the Company shall not be liable to make Executive whole for any taxes that may become due or payable by reason of this Agreement or any payment, benefit or entitlement hereunder.

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

13. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

14. TERMINATION OF EMPLOYMENT AND SEPARATION FROM SERVICE. All references in the Agreement to termination of employment, a termination of the Employment Period, or separation from service, and correlative terms, that result in the payment or vesting of any amounts or benefits that constitute "nonqualified deferred compensation" within the meaning of Section 409A shall be construed to require a Separation from Service, and the Date of Termination in any such case shall be construed to mean the date of the Separation from Service.

15. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements between them, except to the extent provided herein; *provided*, that this Agreement shall not be construed as superseding or modifying the Restoration Agreement dated December 31, 2002 between the Company and Executive and the letter agreement dated December 31, 2002 relating to certain tax matters.

/s/ Bernard Cammarata

Executive

THE TJX COMPANIES, INC.

By /s/ Carol Meyrowitz

President and Chief Executive Officer

EXHIBIT A

Certain Definitions

In this Agreement, the following terms shall have the following meanings:

(a) "Base Salary" means, for any period, the amount described in Section 3(a).

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a per se basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board), gross neglect of duties (other than as a result of Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company's directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of "Cause" above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the Company's directors that Executive was not guilty of the conduct described in the definition of "Cause" effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company's principal commercial bank. The Company shall exercise its discretion under this paragraph consistent with the requirements of Section 409A or the requirements for exemption from Section 409A.

(d) "Change in Control Event" means a "change in control event" (as that term is defined in section 1.409A-3(i)(5) of the Treasury Regulations under Section 409A) with respect to the Company.

(e) "Change of Control" has the meaning given it in Exhibit B.

(f) "Change of Control Termination" means the termination of Executive's employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death or Disability.

For purposes of this definition, termination for "good reason" shall mean the voluntary termination by Executive of his employment within one hundred and twenty (120) days after the occurrence without Executive's express written consent of any one of the events described below, *provided*, that Executive gives notice to the Company within sixty (60) days of the first occurrence of any such event or condition, requesting that the pertinent event or condition described therein be remedied, and the situation remains unremedied upon expiration of the thirty (30)-day period commencing upon receipt by the Company of such notice:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (c) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or
- (VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in

accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B).

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Committee" means the Executive Compensation Committee of the Board.

(i) "Constructive Termination" means a termination of employment by Executive (I) occurring within one hundred twenty (120) days of a requirement by the Company that Executive relocate, without his prior written consent, more than forty (40) miles from the current corporate headquarters of the Company, but only if (i) Executive shall have given to the Company notice of intent to terminate within sixty (60) days following notice to Executive of such required relocation and (ii) the Company shall have failed, within thirty (30) days thereafter, to withdraw its notice requiring Executive to relocate, or (II) in the event that Executive is removed, fails to be nominated to serve, or fails to be reelected, as a Director or as Chairman without his prior written consent. For purposes of clause (I) above, the one hundred twenty (120) day period shall commence upon the end of the thirty (30)-day cure period, if the Company fails to cure within such period.

(j) "Date of Termination" means the date on which Executive's employment terminates.

(k) "Disabled"/"Disability" means a medically determinable physical or mental impairment that (i) can be expected either to result in death or to last for a continuous period of not less than six months and (ii) causes Executive to be unable to perform the duties of his position of employment or any substantially similar position of employment to the reasonable satisfaction of the Committee.

(l) "Effective Date" has the meaning set forth in Section 1.

(m) "Employment Period" has the meaning set forth in Section 1.

(n) "ESP" means the Company's Executive Savings Plan.

(o) "GDPCP" means the Company's General Deferred Compensation Plan or any successor plan.

(p) "Qualified Plans" has the meaning set forth in Section 3(d).

(q) "Section 409A" means Section 409A of the Code.

(r) "Separation from Service" shall mean a "separation from service" (as that term is defined at Section 1.409A-1(h) of the Treasury Regulations under Section 409A) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of such Treasury Regulations. The Committee may, but need not, elect in writing, subject to the applicable

limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Agreement.

(s) “SERP” has the meaning set forth in Section 3(d)(iv).

(t) “Specified Employee” shall mean an individual determined by the Committee or its delegate to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Agreement.

(u) “Standstill Period” means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the 2012 meeting date or the last business day of the 24th calendar month following such Change of Control.

(v) “Stock” means the common stock, \$1.00 par value, of the Company.

(w) “Stock Incentive Plan” has the meaning set forth in Section 3(b).

(x) “Subsidiary” means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.

(y) “2012 meeting date” has the meaning set forth in Section 1.



EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in

the same manner as ownership of Common Stock); *and provided further*, that, for purposes of this paragraph (d), a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger or consolidation contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

“Common Stock” shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the “owner” of any Common Stock:

(i) of which such Person would be the “beneficial owner,” as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “Commission”) under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the “beneficial owner” for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

“Person” shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An “Executive Related Party” shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms “affiliate” and “associate” shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term “registrant” in the definition of “associate” meaning, in this case, the Company).

EXHIBIT C

Change Of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay to Executive (A) as hereinafter provided an amount equal to two times his Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher plus (B) within thirty (30) days following the Change of Control Termination, the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (A) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (A) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this paragraph (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this paragraph (a) (determined without regard to the second sentence of this paragraph (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company. If the Change of Control Termination occurs in connection with a Change of Control that is also a Change in Control Event, the amount described under (A) above shall be paid in a lump sum on the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), unless the Executive is not a Specified Employee on the relevant date, in which case the amount described in this subsection (a) shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs in connection with a Change of Control that is not a Change in Control Event, the amount described under (A) above shall be paid, except as otherwise required by Section 11 of the Agreement, in the same manner as it would have been paid in the case of a termination by the Company other than for Cause under Section 5(a).

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control provided that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) On the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), the Company shall pay to Executive or his estate, in lieu of any automobile allowance, the present value of the automobile allowance (at the rate in effect prior to the Change of Control) it would have paid for the two years following the Change of Control Termination (or until the earlier date of Executive's death, if Executive dies prior to the date of the payment under this Section C.1(c)); *provided*, that if the Change of Control is not a Change of Control Event, such amount shall instead be paid in the same manner as Executive's automobile allowance would have been paid in the case of a termination by the Company other than for Cause under Section 5(a); *and further provided*, that if Executive is not a Specified Employee on the relevant date, any lump sum payable under this Section C.1(c) shall instead be paid within thirty (30) days following the Change of Control Termination.

C.2. Payment Adjustment. Payments under Section C.1. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"); *provided*, that if the total of all payments to or for the benefit of Executive, after reduction for all federal taxes (including the excise tax under Section 4999 of the Code) with respect to such payments ("Executive's total after-tax payments"), would be increased by the limitation or elimination of any payment under Section C.1. of this Exhibit, or by an adjustment to the vesting of any equity-based awards that would otherwise vest on an accelerated basis in connection with the Change of Control, amounts payable under Section C.1. of this Exhibit shall be reduced and the vesting of equity-based awards shall be adjusted to the extent, and only to the extent, necessary to maximize Executive's total after-tax payments. Any reduction in payments or adjustment of vesting required by the preceding sentence shall be applied, first, against any benefits payable under Section C.1(a)(A) of this Exhibit, then against the vesting of any award described in Section 3(c) (New Award) that would otherwise have vested in connection with the Change of Control, then against the vesting of any other equity-based awards, if any, that would otherwise have vested in connection with the Change of Control, and then against all other payments, if any. The determination as to whether Executive's payments and benefits include "excess parachute payments" and, if so, the amount and ordering of any reductions in payment required by the provisions of this Section C.2. shall be made at the Company's expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the "accounting firm"). In the event of any underpayment or overpayment hereunder, as determined by the accounting firm, the amount of such underpayment or overpayment shall forthwith and in all events within thirty (30) days of such determination be paid to Executive or refunded to the Company, as the case may be, with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

C.3. Other Benefits. In addition to the amounts described in Section C.1., Executive or his legal representative shall be entitled to the benefits, if any, described at Section 3(b) (Existing Awards Under Stock Incentive Plan) and Section 3(c) (New Award), and any other awards under the Stock Incentive Plan, and to payment of any vested benefits under GDCP, ESP, and the Qualified Plans.

C.4. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of his employment, whether contained in an employment contract or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive's benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full. All payments and reimbursements under this Section shall be made consistent with the applicable requirements of Section 409A.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

EXHIBIT D

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF FEBRUARY 1, 2009

BETWEEN CAROL MEYROWITZ AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of February 1, 2009 between Carol Meyrowitz ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701 (the "Company").

RECITALS

The Company and Executive intend that Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable and appropriate to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of February 1, 2009 (the "Effective Date"). Subject to earlier termination as provided herein, Executive's employment hereunder shall continue on the terms provided herein until January 29, 2011 (the "End Date"). The period of Executive's employment by the Company from and after the Effective Date, whether under this Agreement or otherwise, is referred to in this Agreement as the "Employment Period." This Agreement is intended to comply with the applicable requirements of Section 409A and shall be construed accordingly.

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform the duties and assume the responsibilities of Chief Executive Officer and President of the Company and such other duties and responsibilities as shall from time to time be specified by the Board.

(b) **Extent of Services.** Except for illnesses and vacation periods, Executive shall devote substantially all her working time and attention and her best efforts to the performance of her duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where she is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) subject to approval by the Board (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, or (iii) subject to approval by the Board (which approval shall not be unreasonably withheld or withdrawn), hold directorships in public companies, except only that the Board shall have the right to limit such services as a director or such participation in charitable or community activities or in trade or professional organizations whenever the Board shall believe that the time spent on such activities infringes in any material respect upon the time

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required by Executive for the performance of her duties under this Agreement or is otherwise incompatible with those duties.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$1,475,000 per year or such other rate (not less than \$1,475,000 per year) as the Committee may determine after Committee review not less frequently than annually.

(b) Existing Awards. Reference is made to outstanding awards to Executive of stock options and of performance-based restricted stock made prior to the Effective Date under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2009 under the Company's Management Incentive Plan ("MIP"), and to award opportunities granted to Executive under the Company's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of such awards outstanding immediately prior to the Effective Date shall continue for such period or periods and in accordance with such terms as are set out in the applicable grant, award certificate, award agreement and other governing documents relating to such awards and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Awards. During the Employment Period, Executive will be eligible to participate in awards under the Stock Incentive Plan, MIP and LRPIP at a level commensurate with her position and responsibilities and subject to such terms as shall be established by the Committee including without limitation an award of 300,000 shares of performance-based restricted stock in connection with the execution of this Agreement (the "new PBRS award") that shall be subject to the vesting terms describe in (i) and (ii) below.

(i) Subject to satisfaction by Executive of the service condition specified in Section 3(c)(ii) below, the new PBRS award will vest as follows: (A) as to 150,000 shares (the "2010 tranche") on the April date in calendar 2010 when the Committee certifies as to MIP performance results for FYE 2010 (the "2010 tranche determination date") but only if the Committee certifies that MIP performance for FYE 2010 has been achieved at a level providing for MIP payout of at least 67% of the target payout amount; *provided that*, if for FYE 2010 the Committee certifies that MIP performance has been achieved at a level authorizing some MIP payout but less than 67% of the target payout amount, the number of shares of the 2010 tranche vesting for such fiscal year shall be prorated on a straight line basis (with zero shares vesting if no MIP payout is authorized); and (B) as to the remaining 150,000 shares (the "2011 tranche") on the April date in calendar 2011 when the Committee certifies as to MIP performance results for FYE 2011 (the "2011 tranche determination date") but only if the Committee certifies that MIP performance for FYE 2011 has been achieved at a level providing for MIP payout of at least 67% of the target payout amount; *provided that*, if for FYE 2011 the Committee certifies that MIP performance has been achieved at a level authorizing some MIP payout but less than 67% of the target payout amount, the number of shares of the 2011 tranche

vesting for such fiscal year shall be prorated on a straight line basis (with zero shares vesting if no MIP payout is authorized).

(ii) Except as hereinafter provided, the 2010 tranche shall not vest unless Executive remains employed through January 30, 2010 and the 2011 tranche shall not vest unless Executive remains employed through January 29, 2011. Notwithstanding the foregoing, if Executive's employment by the Company is terminated by the Company other than for Cause prior to January 29, 2011, subject to Section 8 below, (A) any portion of the 2010 tranche not previously vested shall remain outstanding following such termination and shall vest, if at all, in accordance with Section 3(c)(i) above, *provided* that, to the extent any portion of the 2010 tranche does not so vest, such portion shall be forfeited as of the 2010 tranche determination date and (B) any portion of the 2011 tranche not previously vested shall remain outstanding following such termination and shall vest, if at all, in accordance with Section 3(c)(i) above, *provided* that, to the extent any portion of the 2011 tranche does not so vest, such portion shall be forfeited as of the 2011 tranche determination date.

If Executive's employment by the Company is terminated by the Company other than for Cause prior to January 29, 2011, subject to Section 8 below, any stock options held by Executive immediately prior to such termination will vest to the extent not previously vested and will thereafter remain exercisable only for such post-termination exercise period as is provided under the terms of the award. Executive will be entitled to tender shares acquired under the awards, or to have shares of stock deliverable under the awards held back, in satisfaction of the minimum withholding taxes required in respect of income realized in connection with the awards. Each award opportunity granted to Executive under MIP and LRPPI shall have a target award level that is one hundred percent (100%) of Executive's Base Salary, determined in accordance with MIP and LRPPI.

(d) Qualified Plans; Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's tax-qualified retirement and profit-sharing plans, in SERP (Category B benefits or Category C benefits, whichever are greater), and in the ESP, in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof); *provided*, that, subject to the foregoing, Executive's accrued benefit under SERP shall at all times be fully vested; *and further provided*, that Executive shall not be entitled to matching credits under ESP. The parties hereto acknowledge and agree that Executive is credited with the maximum number of years of service (20) taken into account in determining Category B benefits under SERP.

(e) Policies and Fringe Benefits. Executive shall be subject to Company policies applicable to its executives generally and shall be entitled to receive an automobile allowance commensurate with her position and all such other fringe benefits as the Company shall from time to time make available to other executives generally (subject to the terms of any applicable fringe benefit plan).

(f) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements

described above. Upon termination of her employment, Executive shall have no claim against the Company or Parent for loss arising out of ineligibility to exercise any stock options granted to her or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant plan and award document (including, for the avoidance of doubt, any award-related provisions of this Agreement). In the event of any conflict between the provisions of this Agreement and the provisions of any plan or award document the provisions of this Agreement shall control.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) Executive's employment shall terminate upon written notice by the Company to Executive (or, if earlier, to the extent consistent with the requirements of Section 409A, upon the expiration of the twenty-nine (29)-month period commencing upon Executive's absence from work) if, by reason of Disability, Executive is unable to perform her duties for at least six continuous months. Any termination pursuant to this Section 4(b) shall be treated for purposes of Section 5 and the definition of "Change of Control Termination" at subsection (f) of Exhibit A as a termination by reason of Disability.

(c) Whenever her employment shall terminate, Executive shall resign all offices or other positions she shall hold with the Company and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

#### 5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (I) death or Disability of Executive, (II) termination by the Company for any reason other than Cause or (III) a Constructive Termination, then all compensation and benefits for Executive shall be as follows:

(i) For a period of twenty-four (24) months after the Date of Termination (the "termination period"), the Company will pay to Executive or her legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment in accordance with its regular payroll practices for executive employees of the Company (but not less frequently than monthly); *provided*, that if Executive is a Specified Employee at the relevant time, the Base Salary that would otherwise be payable during the six-month period beginning on the Date of Termination shall instead be accumulated and paid, without interest, in a lump sum on the date that is six (6) months and one day after such date (or, if earlier, the date of Executive's death); *and further provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment, over (b) the

long-term disability compensation benefits for which Executive is approved under such plan.

(ii) If Executive elects so-called "COBRA" continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage, an amount (grossed up for federal and state income taxes) equal to the participant cost of such coverage, except to the extent that Executive shall obtain no less favorable coverage from another employer or from self-employment, in which case such additional payments shall cease immediately.

(iii) The Company will pay to Executive or her legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment, *plus* (B) any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iv) For any MIP performance period in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other MIP awards for such performance period are paid, but in no event later than by the 15th day of the third month following the close of the fiscal year to which such MIP award relates, the Company will pay to Executive or her legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the MIP award, if any, that Executive would have earned and been paid had she continued in office through the end of such fiscal year, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is three hundred and sixty-five (365) plus the number of days during such fiscal year prior to termination, and the denominator of which is seven hundred and thirty (730); *provided, however*, that if the Employment Period shall have terminated by reason of Executive's death or Disability, this clause (iv) shall not apply and Executive instead shall be entitled to the MIP benefit described in Section 5(a)(viii) below; *and further provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (iv) shall be paid not sooner than six (6) months and one day after termination.

(v) For each LRPIP cycle in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other LRPIP awards for such cycle are paid, but in no event later than by the 15th day of the third month following the close of the last of the Company's fiscal years in such cycle, the Company will pay to Executive or her legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the LRPIP award, if any, that Executive would have earned and been paid had she continued in office through the end of such cycle, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is the number of full months

in such cycle completed prior to termination of employment and the denominator of which is the number of full months in such cycle; *provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (v) shall be paid not sooner than six (6) months and one day after termination.

(vi) In addition, Executive or her legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to payment of her vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans), including any vested benefits under the Company's frozen GDCP.

(vii) If termination occurs by reason of Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under Section 5(a)(i) above, and if the sum of such payments (the "combined salary/disability benefit") exceeds the payment for such period to which Executive is entitled under Section 5(a)(i) above (determined without regard to the proviso set forth therein), she shall promptly pay such excess in reimbursement to the Company.

(viii) If termination occurs by reason of death or Disability, Executive shall also be entitled to an amount equal to Executive's MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as other MIP awards for such performance period are paid.

(ix) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plans, except for continuation of any automobile allowance which shall be added to the amounts otherwise payable under Section 5(a)(i) above during the continuation of such coverage but not beyond the end of the termination period.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive's employment with the Company shall terminate on the End Date. Upon termination of Executive's employment with the Company on the End Date, Executive shall be treated as having been terminated under Section 5(a)(II) on the day immediately preceding the End Date and shall be entitled to the compensation and benefits described in Section 5(a) in respect of such a termination, subject, for the avoidance of doubt, to the other provisions of this Agreement including, without limitation, Section 8.

#### 6. OTHER TERMINATION.

(a) Voluntary termination of employment. If Executive terminates her employment voluntarily, Executive or her legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits

described in Section 3(b) (Existing Awards) or Section 3(c) (New Awards) and to any vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans), including any vested benefits under the Company's frozen GDCP. In addition, the Company will pay to Executive or her legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment, plus any unpaid amounts owing with respect to LRPPI cycles in which Executive participated and which were completed prior to termination, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should end Executive's employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (x) such vested amounts as are credited to Executive's account (but not received) under GDCP and ESP in accordance with the terms of those programs; (y) any vested benefits to which Executive is entitled under the Company's tax-qualified plans; and (z) Stock Incentive Plan Benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Awards).

7. **BENEFITS UPON CHANGE OF CONTROL**. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C; *provided*, for the avoidance of doubt, that the provisions of Section 12 of this Agreement shall also apply to the determination and payment of any payments or benefits pursuant to Exhibit C.

#### 8. AGREEMENT NOT TO SOLICIT OR COMPETE

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less), and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six months prior to termination of the Employment Period.

A “protected person” is a person who at the time of termination of the Employment Period, or within six (6) months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each “protected person” to whom the foregoing applies, (II) each subcategory of “protected person,” as defined above, (III) each limitation on (A) employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each “protected person” and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of her employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of twenty-four (24) months thereafter (the “Noncompetition Period”), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any “competitive business” as hereinafter defined or any Person that engages in any “competitive business” as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities. The term “competitive business” (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified in Part I of Exhibit D to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the “first Person”) shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. Notwithstanding the foregoing, Executive will not be deemed to have violated the provisions of this Section 8(b) merely by reason of serving as a director on the board of directors of a company listed in Part II of Exhibit D or merely by reason of being engaged, after the first anniversary of the Date of Termination, in an employment, consulting or other fees-for-services arrangement with an entity that manages a private equity, venture capital or leveraged buyout fund that in turn invests in one or more businesses deemed competitors of the Company and its Subsidiaries under this Section 8(b), provided that (I) such fund is not intended



to, and does not in fact, invest primarily in a "specified competitive business" with respect to the Company as hereinafter defined, and (II) Executive demonstrates to the reasonable satisfaction of the Company that her arrangement with such entity will not involve the provision of employment, consulting or other services, directly or indirectly, to any "specified competitive business" with respect to the Company or to the fund with respect to its investment or proposed investment in any "specified competitive business" with respect to the Company and that she will not participate in any meetings, discussions, or interactions in which any such business or any such proposed investment is proposed or is likely to be discussed. For purposes of the foregoing, a business shall be deemed a "specified competitive business" with respect to the Company if and only if (aa) it shall be regarded as a competitor of the Company and its Subsidiaries by retailers generally, or (bb) it shall be a business specified in Part I of Exhibit D to this Agreement, or (cc) it shall operate an off-price apparel, off-price footwear, off-price jewelry, off-price accessories, off-price home furnishings and/or off-price home fashions business, including any such business that is store-based, catalogue-based, or an on-line, "e-commerce" or other off-price internet-based business. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive's duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that she has returned all such Documents in Executive's possession or under her control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof, including without limitation any SERP benefits, shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5, including without limitation any SERP benefits; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting

plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his/her behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of her employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that stock issuable, awards and payments payable to her after her death shall be made to her estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at her address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. CERTAIN EXPENSES. The Company shall bear the reasonable fees and costs of Executive's legal and financial advisors incurred in negotiating this Agreement.

12. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder that is payable by reason of termination of Executive's employment constitutes "nonqualified deferred compensation" subject to Section 409A and would otherwise have been required to be paid during the six (6)-month period following such termination of employment, it shall instead (unless at the relevant time Executive is no longer a Specified Employee) be delayed and paid, without interest, in a lump sum on the date that is six (6) months and one day after Executive's termination (or, if earlier, the date of Executive's death). The parties hereto acknowledge that in addition to any delay required under Section 12(b), it may be desirable, in view of regulations or other guidance issued under Section 409A, to amend provisions of this Agreement to avoid the acceleration of tax or the imposition of additional tax under Section 409A and that the Company will not unreasonably withhold its consent to any such amendments which in its determination are (i) feasible and necessary to avoid adverse tax consequences under Section 409A for Executive, and (ii) not adverse to the interests of the Company. Executive acknowledges that

she has reviewed the provisions of this Agreement with her advisors and agrees that except for the gross-up entitlement described in Section 5(a)(ii) of this Agreement, the Company shall not be liable to make Executive whole for any taxes that may become due or payable by reason of this Agreement or any payment, benefit or entitlement hereunder.

13. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

14. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

15. TERMINATION OF EMPLOYMENT AND SEPARATION FROM SERVICE. All references in the Agreement to termination of employment, a termination of the Employment Period, or separation from service, and correlative terms, that result in the payment or vesting of any amounts or benefits that constitute "nonqualified deferred compensation" within the meaning of Section 409A shall be construed to require a Separation from Service, and the Date of Termination in any such case shall be construed to mean the date of the Separation from Service.

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16. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements between them except to the extent provided herein.

/s/ Carol Meyrowitz

Executive

THE TJX COMPANIES, INC.

By: /s/ Bernard Cammarata

Chairman of the Board

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means dishonesty by Executive in the performance of her duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board), gross neglect of duties (other than as a result of Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company’s directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with her counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of her Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to her Base Salary for such period), (B) a determination by a majority of the Company’s directors that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of her previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of her previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank. The Company shall exercise its discretion under this paragraph consistent with the requirements of Section 409A or the requirements for exemption from Section 409A.

(d) “Change in Control Event” means a “change in control event” (as that term is defined in section 1.409A-3(i)(5) of the Treasury Regulations under Section 409A) with respect to the Company.

(e) “Change of Control” has the meaning given it in Exhibit B.

(f) "Change of Control Termination" means the termination of Executive's employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death or Disability.

For purposes of this definition, termination for "good reason" shall mean the voluntary termination by Executive of her employment within one hundred and twenty (120) days after the occurrence without Executive's express written consent of any one of the events described below; *provided*, that Executive gives notice to the Company within sixty (60) days of the first occurrence of any such event or condition, requesting that the pertinent event or condition described therein be remedied, and the situation remains unremedied upon expiration of the thirty (30)-day period commencing upon receipt by the Company of such notice:

- (I) the assignment to her of any duties inconsistent with her positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect her to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (c) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or

(VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B).

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Committee" means the Executive Compensation Committee of the Board.

(i) "Constructive Termination" means a termination of employment by Executive occurring within one hundred twenty (120) days of a requirement by the Company that Executive relocate, without her prior written consent, more than forty (40) miles from the current corporate headquarters of the Company, but only if (i) Executive shall have given to the Company notice of intent to terminate within sixty (60) days following notice to Executive of such required relocation and (ii) the Company shall have failed, within thirty (30) days thereafter, to withdraw its notice requiring Executive to relocate. For purposes of the preceding sentence, the one hundred twenty (120) day period shall commence upon the end of the thirty (30)-day cure period, if the Company fails to cure within such period.

(j) "Date of Termination" means the date on which Executive's employment terminates.

(k) "Disabled"/"Disability" means a medically determinable physical or mental impairment that (i) can be expected either to result in death or to last for a continuous period of not less than six months and (ii) causes Executive to be unable to perform the duties of her position of employment or any substantially similar position of employment to the reasonable satisfaction of the Committee.

(l) "End Date" has the meaning set forth in Section 1 of the Agreement.

(m) "ESP" means the Company's Executive Savings Plan.

(n) "GDCCP" means the Company's General Deferred Compensation Plan or any successor plan.

(o) "LRPIP" has the meaning set forth in Section 3(b) of the Agreement.

(p) "MIP" has the meaning set forth in Section 3(b) of the Agreement.

(q) "Section 409A" means Section 409A of the Code.

(r) "Separation from Service" shall mean a "separation from service" (as that term is defined at Section 1.409A-1(h) of the Treasury Regulations under Section 409A) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of such Treasury



Regulations. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Agreement.

(s) “SERP” means the Company’s Supplemental Executive Retirement Plan.

(t) “Specified Employee” shall mean an individual determined by the Committee or its delegate to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Agreement.

(u) “Standstill Period” means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(v) “Stock” means the common stock, \$1.00 par value, of the Company.

(w) “Stock Incentive Plan” has the meaning set forth in Section 3(b) of the Agreement.

(x) “Subsidiary” means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.

EXHIBIT B

Definition of "Change of Control"

"Change of Control" shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term "Person" hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company's Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company's Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company's Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute at least a majority of the Company's Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation ("Surviving Entity") having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as

ownership of Common Stock); and provided, further, that, for purposes of this paragraph (d), a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger or consolidation contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

“Common Stock” shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the “owner” of any Common Stock:

(i) of which such Person would be the “beneficial owner,” as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “Commission”) under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the “beneficial owner” for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

“Person” shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An “Executive Related Party” shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms “affiliate” and “associate” shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term “registrant” in the definition of “associate” meaning, in this case, the Company).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay to Executive following a Change of Control Termination::

(i) (A) as hereinafter provided, an amount equal to two times her Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher, plus (B) within thirty (30) days following the Change of Control Termination, the accrued and unpaid portion of her Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (A) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (A) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), she shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company

(ii) as hereinafter provided, and in lieu of any other benefits under SERP, an amount equal to the present value of the payments that Executive would have been entitled to receive under SERP as a Category B or C participant, whichever is greater, applying the following rules and assumptions:

(A) the monthly benefit under SERP determined using the foregoing criteria shall be multiplied by twelve (12) to determine an annual benefit; and

(B) the present value of such annual benefit shall be determined by multiplying the result in (A) by the appropriate actuarial factor, using the most recently published interest and mortality rates published by the Pension Benefit Guaranty Corporation which are effective for plan terminations occurring on the Date of Termination, using Executive's age to the nearest year determined as of that date. If, as of the Date of Termination, Executive has previously satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be that based on the most recently published "PBG Actuarial Value of \$1.00 Per Year Deferred to Age 60 and Payable for Life Thereafter — Healthy Lives," except that if Executive's age to the nearest year is more than sixty (60), then such higher age shall be

substituted for sixty (60). If, as of the Date of Termination, Executive has not satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred To Age 65 And Payable For Life Thereafter — Healthy Lives."

(C) the benefit determined under (B) above shall be reduced by the value of any portion of Executive's SERP benefit already paid or provided to her in cash or through the transfer of an annuity contract.

If the Change of Control Termination occurs in connection with a Change of Control that is also a Change in Control Event, the amounts described in clause (i)(A) and clause (ii) of this Section C.1.(a) shall be paid in a lump sum on the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), unless Executive is not a Specified Employee on the relevant date, in which case the amount described in this subsection (a) shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs in connection with a Change of Control that is not a Change in Control Event, the amounts described in clause (i) and clause (ii) of this Section C.1.(a) shall be paid, except as otherwise required by Section 12 of the Agreement, in the same manner as they would have been paid in the case of a termination by the Company other than for Cause under Section 5(a), and in lieu of the MIP and LRPIP benefits described in section C.2. Executive shall be entitled to the MIP and LRPIP benefits, if any, described in Section 5(a)(iv) and Section 5(a)(v) of the Agreement, payable in accordance with such Sections.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and her family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which she is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) On the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), the Company shall pay to Executive or her estate, in lieu of any automobile allowance, the present value of the automobile allowance (at the rate in effect prior to the Change of Control (or immediately prior to the Date of Termination if greater)) it would have paid for the two years following the Change of Control Termination (or until the earlier date of Executive's death, if Executive dies prior to the date of the payment under this Section C.1(c)); *provided*, that if the Change of Control is not a Change of Control Event, such amount shall instead be paid in the same manner as Executive's automobile allowance would have been paid in the case of a termination by the Company other

than for Cause under Section 5(a); *and further provided*, that if Executive is not a Specified Employee on the relevant date, any lump sum payable under this Section C.1(c) shall instead be paid within thirty (30) days following the Change of Control Termination.

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control that is also a Change in Control Event, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under MIP or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control, plus (C) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under LRPIP specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to LRPIP cycles completed prior to the Change of Control.

If the Change of Control is not also a Change in Control Event, for the avoidance of doubt, Executive shall continue to participate in MIP and LRPIP (or such other incentive plans, if any, in which Executive was participating) in accordance with their terms, subject to Section C.1. above, and shall not be entitled to the supplemental or accelerated payments described in Section C.2.(i) and Section C.2.(ii) above.

C.3. Payment Adjustment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"); *provided*, that if the total of all payments to or for the benefit of Executive, after reduction for all federal taxes (including the excise tax under Section 4999 of the Code) with respect to such payments ("Executive's total after-tax payments"), would be increased by the limitation or elimination of any payment under Section C.1. or Section C.2. of this Exhibit, or by an adjustment to the vesting of any equity-based awards that would otherwise vest on an accelerated basis in connection with the Change of Control, amounts payable under Section C.1. and Section C.2. of this Exhibit shall be reduced and the vesting of equity-based awards shall be adjusted to the extent, and only to the extent, necessary to maximize Executive's total after-tax payments. Any reduction in payments or adjustment of vesting required by the preceding sentence shall be applied, first, against any benefits payable under Section C.1(a)(i) of this Exhibit, then against any benefits payable under Section C.2. of this Exhibit, then against the vesting of any new PBRS awards that would otherwise have vested in connection with the Change of Control, then against the vesting of any other equity-based awards, if any, that would otherwise have vested in connection with the Change of Control, and finally against all other payments, if any. The

determination as to whether Executive's payments and benefits include "excess parachute payments" and, if so, the amount and ordering of any reductions in payment required by the provisions of this Section C.3. shall be made at the Company's expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the "accounting firm"). In the event of any underpayment or overpayment hereunder, as determined by the accounting firm, the amount of such underpayment or overpayment shall forthwith and in all events within thirty (30) days of such determination be paid to Executive or refunded to the Company, as the case may be, with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., Executive or her legal representative shall be entitled to her Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Awards), and to the payment of her vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans), including any vested benefits under the Company's frozen GDCP.

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of her employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive's benefits under this Exhibit C shall be considered severance pay in consideration of her past service and her continued service from the date of this Agreement, and her entitlement thereto shall neither be governed by any duty to mitigate her damages by seeking further employment nor offset by any compensation which she may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of her employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full. All payments and reimbursements under this Section shall be made consistent with the applicable requirements of Section 409A.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

EXHIBIT D

Competitive Businesses

Part I

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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Part II

Service as a director on the board of directors of the following companies shall not be deemed to violate the provisions of Section 8(b) of the Agreement:

Amscan Holdings, Inc.

Staples, Inc.

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.



PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF APRIL 5, 2008

BETWEEN JEFFREY NAYLOR AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of April 5, 2008 between Jeffrey Naylor ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701 (the "Company").

RECITALS

The Company and Executive intend that Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of April 5, 2008 (the "Effective Date"). Executive's employment hereunder shall continue on the terms provided herein until January 29, 2011 (the "End Date"), subject to earlier termination as provided herein. The period of Executive's employment by the Company from and after the Effective Date, whether under this Agreement or otherwise, is referred to in this Agreement as the "Employment Period," it being understood that nothing in this Agreement shall be construed as entitling Executive to continuation of his employment beyond the End Date and that any such continuation shall be subject to the agreement of the parties.

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform the duties and responsibilities of Senior Executive Vice President, Chief Administrative and Business Development Officer and such additional executive duties and responsibilities as shall from time to time be assigned to him by the Company.

(b) **Extent of Services.** Except for illnesses and vacation periods, Executive shall devote substantially all his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) subject to Board approval (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, or (iii) subject to Board approval (which approval shall not be unreasonably withheld or withdrawn), hold directorships in public companies, except only that the Board shall have the right to limit such services as a director or such participation whenever the Board shall believe that the time spent on such activities infringes in any material respect upon the time

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required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$700,000 per year or such other rate (not less than \$700,000 per year) as the Board may determine after Board review not less frequently than annually.

(b) Existing Awards. Reference is made to outstanding awards of stock options and of performance-based restricted stock made prior to the Effective Date under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2008 under the Company's Management Incentive Plan ("MIP") and to the award opportunity granted to Executive under the Company's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of the foregoing awards shall continue for such period or periods and in accordance with such terms as are set out in the grant and other governing documents relating to such awards and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Stock Awards. Consistent with the terms of the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), during the Employment Period, Executive will be entitled to stock-based awards under the Stock Incentive Plan at levels commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(d) LRPIP. During the Employment Period, Executive shall be eligible to participate in annual grants under LRPIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(e) MIP. During the Employment Period, Executive shall be eligible to participate in annual grants under MIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(f) Qualified Plans; Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's tax-qualified retirement and profit-sharing plans and its nonqualified deferred compensation plans, including the GDGP (with respect to amounts deferred in respect of services rendered prior to January 1, 2008) and ESP (but not including the Supplemental Executive Retirement Plan), in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof).

(g) Policies and Fringe Benefits. Executive shall be subject to Company policies applicable to its executives generally and shall be entitled to receive an automobile allowance commensurate with his position and all such other fringe benefits as the Company shall from time to time make available to other executives generally (subject to the terms of any applicable fringe benefit plan).

(h) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements described above. Upon termination of his employment, Executive shall have no claim against the Company or Parent for loss arising out of ineligibility to exercise any stock options granted to him or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant award document and plan.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) To the extent consistent with applicable law, Executive's employment shall terminate when Executive becomes Disabled. In addition, if by reason of Incapacity Executive is unable to perform his duties for at least six continuous months, upon written notice by the Company to Executive, and to the extent consistent with applicable law, the Employment Period will be terminated for Incapacity.

(c) Whenever his employment shall terminate, Executive shall resign all offices or other positions he shall hold with the Company and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

#### 5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT OR UPON EXPIRATION OF THE AGREEMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (i) death, Disability or Incapacity of Executive, (ii) termination by the Company for any reason other than Cause or (iii) termination by Executive in the event that Executive is relocated more than forty (40) miles from the current corporate headquarters of the Company, in either case without his prior written consent (a "Constructive Termination"), then all compensation and benefits for Executive shall be as follows:

(i) For a period of eighteen (18) months after the Date of Termination (the "termination period"), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment; *provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment over (b) the long-term disability compensation benefits for which Executive is approved under such plan.

(ii) If Executive elects so-called "COBRA" continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage, an amount

(grossed up for federal and state income taxes) equal to the participant cost of such coverage, except to the extent that Executive shall obtain no less favorable coverage from another employer or from self-employment in which case such additional payments shall cease immediately.

(iii) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment *plus* (B) any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination of employment. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iv) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to the sum of (A) Executive's MIP Target Award, if any, for the year of termination, (but only if the performance period in respect of such MIP award began on or before January 1, 2009) multiplied by a fraction the numerator of which is three hundred and sixty-five (365) *plus* the number of days during such year prior to termination, and the denominator of which is seven hundred and thirty (730), *plus*, (B) with respect to each LRPIP cycle in which Executive participated that began on or before January 1, 2009 and that had not ended prior to termination, if any, an amount equal to Executive's LRPIP Target Award for such cycle multiplied by a fraction, the numerator of which is the number of full months in such cycle completed prior to termination and the denominator of which is the number of full months in such cycle. The amount, if any, described in clause (a)(iv)(A) above will be paid not later than MIP awards for the year of termination are paid. The amount, if any, described in clause (a)(iv)(B) above, to the extent measured by the LRPIP Target Award for any cycle, will be paid not later than the date on which LRPIP awards for such cycle are paid or would have been paid. The Company and Executive agree to negotiate in good faith an amendment of this Section 5(a)(iv) in respect of any termination described in this Section 5(a) occurring after January 31, 2009 and on or prior to the End Date, with a view to providing Executive separation pay determined in a manner (taking into account other payments to Executive) that is consistent in approach with the separation pay arrangements made with other senior executive officers of the Company and with the objective of qualifying any MIP, LRPIP or similar awards to Executive that are intended so to qualify with the performance-based compensation exception rules under Section 162(m) of the Code.

(v) In addition, Executive or his legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to the payment of his vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans).

(vi) If termination occurs by reason of Incapacity or Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under (a)(i) above, and if the sum of such payments (the "combined salary/disability benefit") exceeds the payment for such period to which Executive is entitled under (a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(vii) If termination occurs by reason of death, Incapacity or Disability, Executive shall also be entitled to an amount equal to Executive's MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as the amount payable under paragraph (iv) above.

(i) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plan, except that during the termination period the Company shall continue to provide the Executive with an automobile or automobile allowance.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive's employment with the Company shall terminate on the End Date. Unless the Company in connection with such termination shall offer to Executive continued service in a position on reasonable terms, Executive shall be treated as having terminated under Section 5(a) on the day immediately preceding the End Date and shall be entitled to the pay and benefits described therein. If the Company in connection with such termination offers to Executive continued service in a position on reasonable terms, and Executive declines such service, he shall be treated for all purposes of this Agreement as having terminated his employment voluntarily on the End Date and he shall be entitled only to those benefits to which he would be entitled under Section 6(a). For purposes of the two preceding sentences, "service in a position on reasonable terms" shall mean service in a position comparable to the position in which Executive was serving immediately prior to the End Date, as reasonably determined by the Board.

#### 6. OTHER TERMINATION; VIOLATION OF CERTAIN AGREEMENTS.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily, Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans). In addition, the Company will pay to Executive or his legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment, plus any unpaid amounts owing with respect to LRPIC cycles in which Executive participated and which were completed

prior to termination, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause; Violation of Certain Agreements. If the Company should end Executive's employment for Cause or, notwithstanding Section 5 and Section 6(a) above, if Executive should violate the protected persons or noncompetition provisions of Section 8, all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (x) such vested amounts as are credited to Executive's account (but not received) under GDCP and ESP in accordance with the terms of those programs; (y) any vested benefits to which Executive is entitled by law under the Company's tax-qualified plans; and (z) Stock Incentive Plan benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards). The Company does not waive any rights it may have for damages for injunctive relief.

7. **BENEFITS UPON CHANGE OF CONTROL**. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C.

#### 8. AGREEMENT NOT TO SOLICIT OR COMPETE

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less), and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six (6) months prior to termination of the Employment Period. A "protected person" is a person who at the time of termination of the Employment Period, or within six (6) months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A)



employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each “protected person” and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of eighteen (18) months thereafter (the “Noncompetition Period”), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any “competitive business” as hereinafter defined or any Person that engages in any “competitive business” as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities. The term “competitive business” (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Schedule I to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the “first Person”) shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive’s duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive’s

employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that he has returned all such Documents in Executive's possession or under his control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it,

have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall enure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that stock issuable, awards and payments payable to him after his death shall be made to his estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder shall be required to be delayed until six months following separation from service to comply with the "specified employee" rules of Section 409A it shall be so delayed (but not more than is required to comply with such rules).

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

13. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

14. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements between them except to the extent provided herein.

/s/ Jeffrey G. Naylor

Executive

THE TJX COMPANIES, INC.

By: /s/Carol Meyrowitz

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board); gross neglect of duties (other than as a result of Incapacity, Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict; or any fact or circumstance other than Incapacity, Disability or death that prevents Executive from continuing to provide services to the Company.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company’s directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the Company’s directors that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank.

(d) “Change of Control” has the meaning given it in Exhibit B.

(e) “Change of Control Termination” means the termination of Executive’s employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death, Incapacity or Disability.

For purposes of this definition, termination for “good reason” shall mean the voluntary termination by Executive of his employment (A) within one hundred and twenty (120) days after

the occurrence without Executive's express written consent of any one of the events described in clauses (I), (II), (III), (IV), (V) or (VI) below, *provided*, that Executive gives notice to the Company at least thirty (30) days in advance requesting that the pertinent situation described therein be remedied, and the situation remains unremedied upon expiration of such 30-day period; (B) within one hundred and twenty (120) days after the occurrence without Executive's express written consent of the event described in clause (VII), *provided*, that Executive gives notice to the Company at least thirty (30) days in advance of his intent to terminate his employment in respect of such event; or (C) under the circumstances described in clause (VIII) below, *provided*, that Executive gives notice to the Company at least thirty (30) days in advance:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities, other than an insubstantial and inadvertent action which is remedied by the Company promptly after receipt of notice thereof given by Executive; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (d) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or

(VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B); or

(VIII) the voluntary termination by Executive of his employment at any time within one year after the Change of Control. Notwithstanding the foregoing, the Board may expressly waive the application of this clause (VIII) if it waives the applicability of substantially similar provisions with respect to all persons with whom the Company has a written severance agreement (or may condition its application on any additional requirements or employee agreements which the Board shall in its discretion deem appropriate in the circumstances). The determination of whether to waive or impose conditions on the application of this clause (VIII) shall be within the complete discretion of the Board but shall be made prior to the Change of Control.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Committee" means the Executive Compensation Committee of the Board.

(h) "Date of Termination" means the date on which Executive's employment terminates.

(i) "Disabled"/"Disability" has the meaning given it in the Company's long-term disability plan. Executive's employment shall be deemed to be terminated for Disability on the date on which Executive is entitled to receive long-term disability compensation pursuant to such long-term disability plan.

(j) "End Date" has the meaning set forth in Section 1 of the Agreement.

(k) "ESP" means the Company's Executive Savings Plan.

(l) "GDGP" means the Company's General Deferred Compensation Plan, or, if the General Deferred Compensation Plan is no longer maintained by the Company, a nonqualified deferred compensation plan (other than the ESP) or arrangement the terms of which are not less favorable to Executive than the terms of the General Deferred Compensation Plan as in effect on the Effective Date.

(m) "Incapacity" means a disability (other than Disability within the meaning of (i) above) or other impairment of health that renders Executive unable to perform his duties (either with or without reasonable accommodation) to the reasonable satisfaction of the Committee.

(n) "LRPIP" has the meaning set forth in Section 3(c) of the Agreement.

(o) "MIP" has the meaning set forth in Section 3(c) of the Agreement..

(p) "Section 409A" means Section 409A of the Code.

(q) "Standstill Period" means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(r) "Stock" means the common stock, \$1.00 par value, of the Company.

(s) "Stock Incentive Plan" has the meaning set forth in Section 3(c) of the Agreement.

(t) "Subsidiary" means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.



EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute at least 1/4 of the Company’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute at least 1/4 of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as

ownership of Common Stock); and provided, further, that, for purposes of this paragraph (d), if such agreement requires as a condition precedent approval by the Company's shareholders of the agreement or transaction, a Change of Control shall not be deemed to have taken place unless and until such approval is secured (but upon any such approval, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

"Common Stock" shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the "owner" of any Common Stock:

(i) of which such Person would be the "beneficial owner," as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the "Commission") under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the "beneficial owner" for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

"Person" shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An "Executive Related Party" shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms "affiliate" and "associate" shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term "registrant" in the definition of "associate" meaning, in this case, the Company).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay the following to Executive in a lump sum, within thirty (30) days following a Change of Control Termination or on such delayed basis as may be necessary to comply with Section 409A: an amount equal to (A) two times his Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher, plus (B) the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (A) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (A) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) For a period of two years after the Date of Termination, the Company shall make available to Executive the use of any automobile that was made available to Executive prior to the Date of Termination, including ordinary replacement thereof in accordance with the Company's automobile policy in effect immediately prior to the Change of Control (or, in lieu of making such automobile available, the Company may at its option pay to Executive the present value of its cost of providing such automobile).

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under the Company's Management Incentive Plan or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under LRPPI specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to cycles completed prior to the Change of Control.

C.3. Gross-Up Payment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"). If any portion of the payments or benefits to or for the benefit of Executive (including, but not limited to, payments and benefits under this Agreement but determined without regard to this paragraph) constitutes an "excess parachute payment" within the meaning of Section 280G (the aggregate of such payments being hereinafter referred to as the "Excess Parachute Payments"), the Company shall promptly pay to Executive an additional amount (the "gross-up payment") that after reduction for all taxes (including but not limited to the Excise Tax) with respect to such gross-up payment equals the Excise Tax with respect to the Excess Parachute Payments; *provided*, that to the extent any gross-up payment would be considered "deferred compensation" for purposes of Section 409A of the Code, the manner and time of payment, and the provisions of this Section C.3, shall be adjusted to the extent necessary (but only to the extent necessary) to comply with the requirements of Section 409A with respect to such payment so that the payment does not give rise to the interest or additional tax amounts described at Section 409A(a)(1)(B) or Section 409A(b)(4) of the Code (the "Section 409A penalties"); *and further provided*, that if, notwithstanding the immediately preceding proviso, the gross-up payment cannot be made to conform to the requirements of Section 409A of the Code, the amount of the gross-up payment shall be determined without regard to any gross-up for the Section 409A penalties. The determination as to whether Executive's payments and benefits include Excess Parachute Payments and, if so, the amount of such payments, the amount of any Excise Tax owed with respect thereto, and the amount of any gross-up payment shall be made at the Company's expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the "accounting firm"). Notwithstanding the foregoing, if the Internal Revenue Service shall assert an Excise Tax liability that is higher than the Excise Tax (if any) determined by the accounting firm, the Company shall promptly augment the gross-up payment to address such higher Excise Tax liability.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., and C.3., Executive or his legal representative shall be entitled to his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), and to the payment of his vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans).

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of his employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive's benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

SCHEDULE I

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF JANUARY 29, 2010

BETWEEN ERNIE HERRMAN AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of January 29, 2010 between ERNIE HERRMAN ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701(the "Company").

RECITALS

The Company and Executive intend that the Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable and appropriate to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of January 29, 2010 (the "Effective Date"). Upon effectiveness of this Agreement on the Effective Date, the Employment Agreement between the Company and the Executive dated as of September 8, 2006 (as amended, the "Prior Agreement") shall terminate and be of no further force and effect. Subject to earlier termination as provided herein, Executive's employment hereunder shall continue on the terms provided herein until February 2, 2013 (the "End Date"). The period of Executive's employment by the Company from and after the Effective Date, whether under this Agreement or otherwise, is referred to in this Agreement as the "Employment Period," it being understood that nothing in this Agreement shall be construed as entitling Executive to continuation of his employment beyond the End Date and that any such continuation shall be subject to the agreement of the parties. This Agreement is intended to comply with the applicable requirements of Section 409A and shall be construed accordingly.

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform such duties and assume such responsibilities as shall from time to time be specified by the Company.

(b) **Extent of Services.** Except for illnesses and vacation periods, Executive shall devote substantially all his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) subject to approval by the Company (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, or (iii) subject to approval by the Company (which approval shall not be unreasonably withheld or withdrawn), hold directorships in public companies, except only that the Company shall have the right to limit such services as a director or such participation in

charitable or community activities or in trade or professional organizations whenever the Company shall believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$925,000 per year or such other rate (not less than \$925,000 per year) as the Committee may determine after Committee review not less frequently than annually.

(b) Existing Awards. Reference is made to outstanding awards to Executive of stock options and of performance-based restricted stock made prior to the Effective Date under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2010 under the Company's Management Incentive Plan ("MIP"), and to award opportunities granted to Executive under the Company's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of such awards outstanding immediately prior to the Effective Date shall continue for such period or periods and in accordance with such terms as are set out in the applicable grant, award certificate, award agreement and other governing documents relating to such awards and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Stock Awards. Consistent with the terms of the Stock Incentive Plan, during the Employment Period, Executive will be entitled to stock-based awards under the Stock Incentive Plan at levels commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(d) LRPIP. During the Employment Period, Executive will be eligible to participate in annual grants under LRPIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(e) MIP. During the Employment Period, Executive will be eligible to participate in annual awards under MIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(f) Qualified Plans; Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's tax-qualified retirement and profit-sharing plans maintained for the benefit of Company employees, and in the ESP, in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof).

(g) Policies and Fringe Benefits. Executive shall be subject to Company policies applicable to its executives generally and shall be entitled to receive all such fringe benefits as the Company shall from time to time make available to other executives generally (subject to the terms of any applicable fringe benefit plan).

(h) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements described above. Upon termination of his employment, Executive shall have no claim against the Company for loss arising out of ineligibility to exercise any stock options granted to him or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant award document and plan.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) Executive's employment shall terminate upon written notice by the Company to Executive (or, if earlier, to the extent consistent with the requirements of Section 409A, upon the expiration of the twenty-nine (29)-month period commencing upon Executive's absence from work) if, by reason of Disability, Executive is unable to perform his duties for at least six continuous months. Any termination pursuant to this Section 4(b) shall be treated for purposes of Section 5 and the definition of "Change of Control Termination" at subsection (a) of Exhibit A as a termination by reason of Disability.

(c) Whenever his employment shall terminate, Executive shall resign all offices or other positions he shall hold with the Company and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

#### 5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (I) death or Disability of Executive, (II) termination by the Company for any reason other than Cause or (III) a Constructive Termination, then all compensation and benefits for Executive shall be as follows:

(i) For a period of twenty-four (24) months after the Date of Termination (the "termination period"), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment in accordance with its regular payroll practices for executive employees of the Company (but not less frequently than monthly); *provided*, that if Executive is a Specified Employee at the relevant time, the Base Salary that would otherwise be payable during the six-month period beginning on the Date of Termination shall instead be accumulated and paid, without interest, in a lump sum on the date that is six (6) months and one day after such date (or, if earlier, the date of Executive's death); *and further provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment, over (b) the

long-term disability compensation benefits for which Executive is approved under such plan.

(ii) If Executive elects so-called "COBRA" continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage, an amount (grossed up for federal and state income taxes) equal to the participant cost of such coverage, except to the extent that Executive shall obtain no less favorable coverage from another employer or from self-employment in which case such additional payments shall cease immediately.

(iii) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment, *plus* (B) any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iv) For any MIP performance period in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other MIP awards for such performance period are paid, but in no event later than by the 15th day of the third month following the close of the fiscal year to which such MIP award relates, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the MIP award, if any, that Executive would have earned and been paid had he continued in office through the end of such fiscal year, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is three hundred and sixty-five (365) plus the number of days during such fiscal year prior to termination, and the denominator of which is seven hundred and thirty (730); *provided, however*, that if the Employment Period shall have terminated by reason of Executive's death or Disability, this clause (iv) shall not apply and Executive instead shall be entitled to the MIP benefit described in Section 5(a)(viii) below; *and further provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (iv) shall be paid not sooner than six (6) months and one day after termination.

(v) For each LRPIP cycle in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other LRPIP awards for such cycle are paid, but in no event later than by the 15th day of the third month following the close of the last of the Company's fiscal years in such cycle, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the LRPIP award, if any, that Executive would have earned and been paid had he continued in office through the end of such cycle, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is the number of full months

in such cycle completed prior to termination of employment and the denominator of which is the number of full months in such cycle; *provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (v) shall be paid not sooner than six (6) months and one day after termination.

(vi) In addition, Executive or his legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to payment of his vested benefits, if any, under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company's frozen GDCP.

(vii) If termination occurs by reason of Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under Section 5(a)(i) above, and if the sum of such payments (the "combined salary/disability benefit") exceeds the payment for such period to which Executive is entitled under Section 5(a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(viii) If termination occurs by reason of death or Disability, Executive shall also be entitled to an amount equal to Executive's MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as other MIP awards for such performance period are paid.

(ix) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plans, except for continuation of any automobile allowance which shall be added to the amounts otherwise payable under Section 5(a)(i) above during the continuation of such coverage but not beyond the end of the termination period.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive's employment with the Company shall terminate on the End Date. Unless the Company in connection with such termination shall offer to Executive continued service in a position on reasonable terms, Executive shall be treated as having been terminated under Section 5(a)(II) on the day immediately preceding the End Date and shall be entitled to the compensation and benefits described in Section 5(a) in respect of such a termination, subject, for the avoidance of doubt, to the other provisions of this Agreement including, without limitation, Section 8. If the Company in connection with such termination offers to Executive continued service in a position on reasonable terms, and Executive declines such service, he shall be treated for all purposes of this Agreement as having terminated his employment voluntarily on the End Date and he shall be entitled only to those benefits to which

he would be entitled under Section 6(a) (“Voluntary termination of employment”). For purposes of the two preceding sentences, “service in a position on reasonable terms” shall mean service in a position comparable to the position in which Executive was serving immediately prior to the End Date, as reasonably determined by the Committee.

#### 6. OTHER TERMINATION.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily, Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company’s frozen GDCP. In addition, the Company will pay to Executive or his legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive’s termination of employment, plus any unpaid amounts owing with respect to LRPPI cycles in which Executive participated and which were completed prior to termination, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should end Executive’s employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (x) such vested amounts as are credited to Executive’s account (but not received) under the ESP and the frozen GDCP in accordance with the terms of those programs; (y) any vested benefits to which Executive is entitled under the Company’s tax-qualified plans; and (z) Stock Incentive Plan benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards).

7. BENEFITS UPON CHANGE OF CONTROL. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C; *provided*, for the avoidance of doubt, that the provisions of Section 11 of this Agreement shall also apply to the determination and payment of any payments or benefits pursuant to Exhibit C.

#### 8. AGREEMENT NOT TO SOLICIT OR COMPETE.

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the “Nonsolicitation Period”), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any

protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less, and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six (6) months prior to termination of the Employment Period. A "protected person" is a person who at the time of termination of the Employment Period, or within six (6) months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A) employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each "protected person" and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of twenty-four (24) months thereafter (the "Noncompetition Period"), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any "competitive business" as hereinafter defined or any Person that engages in any "competitive business" as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities. The term "competitive business" (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Exhibit D to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a "Person" means an individual, a corporation, a limited liability company,

an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the "first Person") shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive's duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that he has returned all such Documents in Executive's possession or under his control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period or the Nonsolicitation



Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement.

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that stock issuable, awards and payments payable to him after his death shall be made to his estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder that is payable by reason of termination of Executive's employment constitutes "nonqualified deferred compensation" subject to Section 409A and would otherwise have been required to be paid during the six (6)-month period following such termination of employment, it shall instead (unless at the relevant time Executive is no longer a Specified Employee) be delayed and paid, without interest, in a lump sum on the date that is six (6) months and one day after Executive's termination (or, if earlier, the date of Executive's death). Executive acknowledges that he has reviewed the provisions of this Agreement with his advisors and agrees that except for the gross-up entitlement described in Section 5(a)(ii) of this Agreement, the Company shall not be liable to make Executive whole for any taxes that may become due or payable by reason of this Agreement or any payment, benefit or entitlement hereunder.

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

13. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

14. TERMINATION OF EMPLOYMENT AND SEPARATION FROM SERVICE. All references in the Agreement to termination of employment, a termination of the Employment Period, or separation from service, and correlative terms, that result in the payment or vesting of any amounts or benefits that constitute "nonqualified deferred compensation" within the meaning of Section 409A shall be construed to require a Separation from Service, and the Date of Termination in any such case shall be construed to mean the date of the Separation from Service.

15. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements, including, without limitation, the Prior Agreement, between them.

/s/ Ernie Herrman

Executive

THE TJX COMPANIES, INC.

By: /s/ Carol Meyrowitz

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board), gross neglect of duties (other than as a result of Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company’s directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the Company’s directors that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank. The Company shall exercise its discretion under this paragraph consistent with the requirements of Section 409A or the requirements for exemption from Section 409A.

(d) “Change in Control Event” means a “change in control event” (as that term is defined in section 1.409A-3(i)(5) of the Treasury Regulations under Section 409A) with respect to the Company.

(e) “Change of Control” has the meaning given it in Exhibit B.

(f) "Change of Control Termination" means the termination of Executive's employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death or Disability.

For purposes of this definition, termination for "good reason" shall mean the voluntary termination by Executive of his employment within one hundred and twenty (120) days after the occurrence without Executive's express written consent of any one of the events described below, *provided*, that Executive gives notice to the Company within sixty (60) days of the first occurrence of any such event or condition, requesting that the pertinent event or condition described therein be remedied, and the situation remains unremedied upon expiration of the thirty (30)-day period commencing upon receipt by the Company of such notice:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (c) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or

(VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B).

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Committee" means the Executive Compensation Committee of the Board.

(i) "Constructive Termination" means a termination of employment by Executive occurring within one hundred twenty (120) days of a requirement by the Company that Executive relocate, without his prior written consent, more than forty (40) miles from the current corporate headquarters of the Company, but only if (i) Executive shall have given to the Company notice of intent to terminate within sixty (60) days following notice to Executive of such required relocation and (ii) the Company shall have failed, within thirty (30) days thereafter, to withdraw its notice requiring Executive to relocate. For purposes of the preceding sentence, the one hundred twenty (120) day period shall commence upon the end of the thirty (30)-day cure period, if the Company fails to cure within such period.

(j) "Date of Termination" means the date on which Executive's employment terminates.

(k) "Disabled"/"Disability" means a medically determinable physical or mental impairment that (i) can be expected either to result in death or to last for a continuous period of not less than six months and (ii) causes Executive to be unable to perform the duties of his position of employment or any substantially similar position of employment to the reasonable satisfaction of the Committee.

(l) "End Date" has the meaning set forth in Section 1 of the Agreement.

(m) "ESP" means the Company's Executive Savings Plan.

(n) "GDGP" means the Company's General Deferred Compensation Plan.

(o) "LRPIP" has the meaning set forth in Section 3(b) of the Agreement.

(p) "MIP" has the meaning set forth in Section 3(b) of the Agreement.

(q) "Section 409A" means Section 409A of the Code.

(r) "Separation from Service" shall mean a "separation from service" (as that term is defined at Section 1.409A-1(h) of the Treasury Regulations under Section 409A) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of such Treasury Regulations. The Committee may, but need not, elect in writing, subject to the applicable

limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Agreement.

(s) “Specified Employee” shall mean an individual determined by the Committee or its delegate to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Agreement.

(t) “Standstill Period” means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(u) “Stock” means the common stock, \$1.00 par value, of the Company.

(v) “Stock Incentive Plan” has the meaning set forth in Section 3(b) of the Agreement.

(w) “Subsidiary” means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.

EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as



ownership of Common Stock); and *provided, further*, that, for purposes of this paragraph (d), a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger, or consolidation contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger, or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

“Common Stock” shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the “owner” of any Common Stock:

(i) of which such Person would be the “beneficial owner,” as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “Commission”) under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the “beneficial owner” for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

“Person” shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An “Executive Related Party” shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms “affiliate” and “associate” shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term “registrant” in the definition of “associate” meaning, in this case, the Company).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay the following to Executive (i) as hereinafter provided an amount equal to two times his Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher, plus (ii) within thirty (30) days following the Change of Control Termination, the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (i) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (i) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company. If the Change of Control Termination occurs in connection with a Change of Control that is also a Change in Control Event, the amount described in subsection (a)(i) shall be paid in a lump sum on the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), unless the Executive is not a Specified Employee on the relevant date, in which case the amount described in this subsection (a) shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs in connection with a Change of Control that is not a Change in Control Event, the amount described in subsection (a)(i) above shall be paid, except as otherwise required by Section 11 of the Agreement, in the same manner as it would have been paid in the case of a termination by the Company other than for Cause under Section 5(a), and in lieu of the MIP and LRPIP benefits described in Section C.2, Executive shall be entitled to the MIP and LRPIP benefits, if any, described in Section 5(a)(iv) and Section 5(a)(v) of the Agreement, payable in accordance with such Sections.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be

deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) On the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), the Company shall pay to Executive or his estate, in lieu of any automobile allowance, the present value of the automobile allowance (at the rate in effect prior to the Change of Control) it would have paid for the two years following the Change of Control Termination (or until the earlier date of Executive's death, if Executive dies prior to the date of the payment under this Section C.1(c)); *provided*, that if the Change of Control is not a Change of Control Event, such amount shall instead be paid in the same manner as Executive's automobile allowance would have been paid in the case of a termination by the Company other than for Cause under Section 5(a); *and further provided*, that if Executive is not a Specified Employee on the relevant date, any lump sum payable under this Section C.1(c) shall instead be paid within thirty (30) days following the Change of Control Termination.

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control that is also a Change in Control Event, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under MIP or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control, plus (C) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under LRPIP specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to LRPIP cycles completed prior to the Change of Control.

If the Change of Control is not also a Change in Control Event, for the avoidance of doubt, Executive shall continue to participate in MIP and LRPIP (or such other incentive plans, if any, in which Executive was participating) in accordance with their terms, subject to Section C.1. above, and shall not be entitled to the supplemental or accelerated payments described in Section C.2.(i) and Section C.2.(ii) above.

C.3. Payment Adjustment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"); *provided*, that if the total of all payments to or for the benefit of Executive, after reduction for all federal taxes (including the excise tax under Section 4999 of the Code) with respect to such

payments (“Executive’s total after-tax payments”), would be increased by the limitation or elimination of any payment under Section C.1. or Section C.2. of this Exhibit, or by an adjustment to the vesting of any equity-based awards that would otherwise vest on an accelerated basis in connection with the Change of Control, amounts payable under Section C.1. and Section C.2. of this Exhibit shall be reduced and the vesting of equity-based awards shall be adjusted to the extent, and only to the extent, necessary to maximize Executive’s total after-tax payments. Any reduction in payments or adjustment of vesting required by the preceding sentence shall be applied, first, against any benefits payable under Section C.1(a)(i) of this Exhibit, then against any benefits payable under Section C.2. of this Exhibit, then against the vesting of any performance-based restricted stock awards that would otherwise have vested in connection with the Change of Control, then against the vesting of any other equity-based awards, if any, that would otherwise have vested in connection with the Change of Control, and finally against all other payments, if any. The determination as to whether Executive’s payments and benefits include “excess parachute payments” and, if so, the amount and ordering of any reductions in payment required by the provisions of this Section C.3. shall be made at the Company’s expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the “accounting firm”). In the event of any underpayment or overpayment hereunder, as determined by the accounting firm, the amount of such underpayment or overpayment shall forthwith and in all events within thirty (30) days of such determination be paid to Executive or refunded to the Company, as the case may be, with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., Executive or his legal representative shall be entitled to his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), and to the payment of his vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company’s frozen GDGP.

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of his employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive’s benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time

in effect at Bank of America, or its successor, until paid in full. All payments and reimbursements under this Section shall be made consistent with the applicable requirements of Section 409A.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

EXHIBIT D

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF JANUARY 29, 2010

BETWEEN JEROME ROSSI AND THE TJX COMPANIES, INC

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of January 29, 2010 between Jerome Rossi ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701 (the "Company").

RECITALS

The Company and Executive intend that Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable and appropriate to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of January 29, 2010 (the "Effective Date"). Upon effectiveness of this Agreement on the Effective Date, the Employment Agreement between the Company and the Executive dated as of January 28, 2007 (as amended, the "Prior Agreement") shall terminate and be of no further force and effect. Subject to earlier termination as provided herein, Executive's employment hereunder shall continue on the terms provided herein until January 28, 2012 (the "End Date"). The period of Executive's employment by the Company from and after the Effective Date, whether under this Agreement or otherwise, is referred to in this Agreement as the "Employment Period," it being understood that nothing in this Agreement shall be construed as entitling Executive to continuation of his employment beyond the End Date and that any such continuation shall be subject to the agreement of the parties. This Agreement is intended to comply with the applicable requirements of Section 409A and shall be construed accordingly.

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform such duties and assume such responsibilities as shall from time to time be specified by the Company.

(b) **Extent of Services.** Except for illnesses and vacation periods, Executive shall devote substantially all his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) subject to approval by the Company (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, or (iii) subject to approval by the Company (which approval shall not be unreasonably withheld or withdrawn), hold directorships in public companies, except only that the Company shall have the right to limit such services as a director or such participation in

charitable or community activities or in trade or professional organizations whenever the Company shall believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$700,000 per year or such other rate (not less than \$700,000 per year) as the Committee may determine after Committee review not less frequently than annually.

(b) Existing Awards. Reference is made to outstanding awards to Executive of stock options and of performance-based restricted stock made prior to the Effective Date under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2010 under the Company's Management Incentive Plan ("MIP"), and to award opportunities granted to Executive under the Company's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of such awards outstanding immediately prior to the Effective Date shall continue for such period or periods and in accordance with such terms as are set out in the applicable grant, award certificate, award agreement and other governing documents relating to such awards and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Stock Awards. Consistent with the terms of the Stock Incentive Plan, during the Employment Period, Executive will be entitled to stock-based awards under the Stock Incentive Plan at levels commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(d) LRPIP. During the Employment Period, Executive will be eligible to participate in annual grants under LRPIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(e) MIP. During the Employment Period, Executive will be eligible to participate in annual awards under MIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(f) Qualified Plans; Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's tax-qualified retirement and profit-sharing plans maintained for the benefit of Company employees, in SERP (Category B or Category C benefits, whichever are greater), and in the ESP, in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof); *provided*, that, subject to the foregoing, Executive's accrued benefit under SERP shall at all times be fully vested, based on his actual years of service; *and further provided*, that, if more favorable to Executive, Executive's benefit upon retirement under SERP Part B shall be determined not under Section 5.3 of SERP but by

determining Executive's "tentative life annuity" under Section 5.2 of SERP commencing on the date of Executive's retirement rather than at age 65 (with Average Compensation, Years of Service, and each of the offsets in subsections (c) through (f) of said Section 5.2 also determined as of the date of Executive's retirement rather than at age 65) and computing the present value of such tentative life annuity using as an interest assumption for purposes of Section 7.2(c)(i) of SERP the average of the Interest Rates for the calendar year in which Executive retires and the two preceding calendar years; *and further provided*, that Executive shall not be entitled to matching credits under ESP.

(g) Policies and Fringe Benefits. Executive shall be subject to Company policies applicable to its executives generally and shall be entitled to receive all such fringe benefits as the Company shall from time to time make available to other executives generally (subject to the terms of any applicable fringe benefit plan).

(h) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements described above. Upon termination of his employment, Executive shall have no claim against the Company for loss arising out of ineligibility to exercise any stock options granted to him or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant award document and plan.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) Executive's employment shall terminate upon written notice by the Company to Executive (or, if earlier, to the extent consistent with the requirements of Section 409A, upon the expiration of the twenty-nine (29)-month period commencing upon Executive's absence from work) if, by reason of Disability, Executive is unable to perform his duties for at least six continuous months. Any termination pursuant to this Section 4(b) shall be treated for purposes of Section 5 and the definition of "Change of Control Termination" at subsection (f) of Exhibit A as a termination by reason of Disability.

(c) Whenever his employment shall terminate, Executive shall resign all offices or other positions he shall hold with the Company and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

#### 5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (I) death or Disability of Executive, (II) termination by the Company for any reason other than Cause or (III) a Constructive Termination, then all compensation and benefits for Executive shall be as follows:

(i) For a period of twenty-four (24) months after the Date of Termination (the “termination period”), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment in accordance with its regular payroll practices for executive employees of the Company (but not less frequently than monthly); *provided*, that if Executive is a Specified Employee at the relevant time, the Base Salary that would otherwise be payable during the six-month period beginning on the Date of Termination shall instead be accumulated and paid, without interest, in a lump sum on the date that is six (6) months and one day after such date (or, if earlier, the date of Executive’s death); *and further provided*, that if Executive is eligible for long-term disability compensation benefits under the Company’s long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment, over (b) the long-term disability compensation benefits for which Executive is approved under such plan.

(ii) If Executive elects so-called “COBRA” continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage, an amount (grossed up for federal and state income taxes) equal to the participant cost of such coverage, except to the extent that Executive shall obtain no less favorable coverage from another employer or from self-employment in which case such additional payments shall cease immediately.

(iii) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive’s termination of employment, *plus* (B) any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iv) For any MIP performance period in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other MIP awards for such performance period are paid, but in no event later than by the 15th day of the third month following the close of the fiscal year to which such MIP award relates, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the MIP award, if any, that Executive would have earned and been paid had he continued in office through the end of such fiscal year, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is three hundred and sixty-five (365) plus the number of days during such fiscal year prior to termination, and the denominator of which is seven hundred and thirty (730); *provided, however*, that if the Employment Period shall have terminated by reason of Executive’s death or Disability, this clause (iv) shall not apply and Executive instead shall be entitled to the MIP benefit described in Section 5(a)(viii) below; *and further*

*provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (iv) shall be paid not sooner than six (6) months and one day after termination.

(v) For each LRPPI cycle in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other LRPPI awards for such cycle are paid, but in no event later than by the 15th day of the third month following the close of the last of the Company's fiscal years in such cycle, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the LRPPI award, if any, that Executive would have earned and been paid had he continued in office through the end of such cycle, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is the number of full months in such cycle completed prior to termination of employment and the denominator of which is the number of full months in such cycle; *provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (v) shall be paid not sooner than six (6) months and one day after termination.

(vi) In addition, Executive or his legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to payment of his vested benefits, if any, under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company's frozen GDCP.

(vii) If termination occurs by reason of Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under Section 5(a)(i) above, and if the sum of such payments (the "combined salary/disability benefit") exceeds the payment for such period to which Executive is entitled under Section 5(a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(viii) If termination occurs by reason of death or Disability, Executive shall also be entitled to an amount equal to Executive's MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as other MIP awards for such performance period are paid.

(ix) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plans, except for continuation of any automobile allowance which shall be added to the amounts otherwise payable under Section 5(a)(i) above

during the continuation of such coverage but not beyond the end of the termination period.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive's employment with the Company shall terminate on the End Date. Except as otherwise hereafter expressly agreed by Executive and the Company, termination of Executive's employment on or after the End Date shall not entitle Executive or any other person to any continued compensation or any benefits under this Agreement except for any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans), and any vested benefits under the Company's frozen GDCP, to which Executive or his legal representative may then be entitled, in each case in accordance with and subject to the terms of the applicable arrangement. For the avoidance of doubt, Section 8 shall continue to apply following a termination of employment described in this Section 5(b).

#### 6. OTHER TERMINATION.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily, Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company's frozen GDCP. In addition, the Company will pay to Executive or his legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment, plus any unpaid amounts owing with respect to LRPPI cycles in which Executive participated and which were completed prior to termination, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should end Executive's employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (x) such vested amounts as are credited to Executive's account (but not received) under the ESP and the frozen GDCP in accordance with the terms of those programs; (y) any vested benefits to which Executive is entitled under the Company's tax-qualified plans; and (z) Stock Incentive Plan benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards).

7. BENEFITS UPON CHANGE OF CONTROL. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C; *provided*, for the avoidance of doubt, that the provisions of Section 11 of this Agreement shall also apply to the determination and payment of any payments or benefits pursuant to Exhibit C.

## 8. AGREEMENT NOT TO SOLICIT OR COMPETE

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less), and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six (6) months prior to termination of the Employment Period. A "protected person" is a person who at the time of termination of the Employment Period, or within six (6) months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A) employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each "protected person" and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of twenty-four (24) months thereafter (the "Noncompetition Period"), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any "competitive business" as hereinafter defined or any Person that engages in any "competitive business" as hereinafter

defined, nor shall Executive undertake any planning to engage in any such activities. The term “competitive business” (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Exhibit D to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the “first Person”) shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive’s duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive’s employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies (“Documents”), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive’s possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that he has returned all such Documents in Executive’s possession or under his control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company’s obligation, if any, to pay benefits under Section 5 hereof, including without limitation any SERP benefits, shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5, including without limitation any SERP benefits; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting



plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period or the Nonsolicitation Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement.

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that stock issuable, awards and payments payable to him after his death shall be made to his estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder that is payable by reason of termination of Executive's employment constitutes "nonqualified deferred compensation" subject to Section 409A and would otherwise have been required to be paid during the six (6)-month period following such termination of employment, it shall instead (unless at the relevant time Executive is no longer a Specified Employee) be delayed and paid, without interest, in a lump sum on the date that is six (6) months and one day after Executive's termination (or, if earlier, the date of Executive's death). Executive acknowledges that he has reviewed the provisions of this Agreement with his advisors and agrees that except for the gross-up entitlement described in Section 5(a)(ii) of this Agreement, the Company shall not be liable to make Executive whole for any taxes that may become due or payable by reason of this Agreement or any payment, benefit or entitlement hereunder.

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

13. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

14. TERMINATION OF EMPLOYMENT AND SEPARATION FROM SERVICE. All references in the Agreement to termination of employment, a termination of the Employment Period, or separation from service, and correlative terms, that result in the payment or vesting of any amounts or benefits that constitute "nonqualified deferred compensation" within the meaning of Section 409A shall be construed to require a Separation from Service, and the Date of Termination in any such case shall be construed to mean the date of the Separation from Service.

15. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements, including, without limitation, the Prior Agreement, between them.

/s/ Jerome R. Rossi

Executive

THE TJX COMPANIES, INC.

By: /s/ Carol Meyrowitz

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board), gross neglect of duties (other than as a result of Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company’s directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however,* that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the Company’s directors that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank. The Company shall exercise its discretion under this paragraph consistent with the requirements of Section 409A or the requirements for exemption from Section 409A.

(d) “Change in Control Event” means a “change in control event” (as that term is defined in section 1.409A-3(i)(5) of the Treasury Regulations under Section 409A) with respect to the Company.”

(e) “Change of Control” has the meaning given it in Exhibit B.

(f) "Change of Control Termination" means the termination of Executive's employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death or Disability.

For purposes of this definition, termination for "good reason" shall mean the voluntary termination by Executive of his employment within one hundred and twenty (120) days after the occurrence without Executive's express written consent of any one of the events described below, *provided*, that Executive gives notice to the Company within sixty (60) days of the first occurrence of any such event or condition, requesting that the pertinent event or condition described therein be remedied, and the situation remains unremedied upon expiration of the thirty (30)-day period commencing upon receipt by the Company of such notice:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (c) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or

(VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B).

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Committee" means the Executive Compensation Committee of the Board.

(i) "Constructive Termination" means a termination of employment by Executive occurring within one hundred twenty (120) days of a requirement by the Company that Executive relocate, without his prior written consent, more than forty (40) miles from the current corporate headquarters of the Company, but only if (i) Executive shall have given to the Company notice of intent to terminate within sixty (60) days following notice to Executive of such required relocation and (ii) the Company shall have failed, within thirty (30) days thereafter, to withdraw its notice requiring Executive to relocate. For purposes of the preceding sentence, the one hundred twenty (120) day period shall commence upon the end of the thirty (30)-day cure period, if the Company fails to cure within such period.

(j) "Date of Termination" means the date on which Executive's employment terminates.

(k) "Disabled"/"Disability" means a medically determinable physical or mental impairment that (i) can be expected either to result in death or to last for a continuous period of not less than six months and (ii) causes Executive to be unable to perform the duties of his position of employment or any substantially similar position of employment to the reasonable satisfaction of the Committee.

(l) "End Date" has the meaning set forth in Section 1 of the Agreement.

(m) "ESP" means the Company's Executive Savings Plan.

(n) "GDCCP" means the Company's General Deferred Compensation Plan.

(o) "LRPIP" has the meaning set forth in Section 3(b) of the Agreement.

(p) "MIP" has the meaning set forth in Section 3(b) of the Agreement.

(q) "Section 409A" means Section 409A of the Code.

(r) "Separation from Service" shall mean a "separation from service" (as that term is defined at Section 1.409A-1(h) of the Treasury Regulations under Section 409A) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of such Treasury Regulations. The Committee may, but need not, elect in writing, subject to the applicable

limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Agreement.

(s) “SERP” means the Company’s Supplemental Executive Retirement Plan.

(t) “Specified Employee” shall mean an individual determined by the Committee or its delegate to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Agreement.

(u) “Standstill Period” means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(v) “Stock” means the common stock, \$1.00 par value, of the Company.

(w) “Stock Incentive Plan” has the meaning set forth in Section 3(b) of the Agreement.

(x) “Subsidiary” means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.

EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as



ownership of Common Stock); and *provided, further*, that, for purposes of this paragraph (d), a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger, or consolidation contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger, or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

“Common Stock” shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the “owner” of any Common Stock:

(i) of which such Person would be the “beneficial owner,” as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “Commission”) under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the “beneficial owner” for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

“Person” shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An “Executive Related Party” shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms “affiliate” and “associate” shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term “registrant” in the definition of “associate” meaning, in this case, the Company).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay to Executive following a Change of Control Termination:

(i) (A) as hereinafter provided, an amount equal to two times his Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher, plus (B) within thirty (30) days following the Change of Control Termination, the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (A) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (A) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(ii) as hereinafter provided, and in lieu of any other benefits under SERP, an amount equal to the present value of the payments that Executive would have been entitled to receive under SERP as a Category B or Category C participant (determined after taking into account Section 3(f) of the Agreement), whichever is greater, applying the following rules and assumptions:

(A) the monthly benefit under SERP determined using the foregoing criteria shall be multiplied by 12 to determine an annual benefit; and

(B) the present value of such annual benefit shall be determined by multiplying the result in (A) by the appropriate actuarial factor, using the most recently published interest and mortality rates published by the Pension Benefit Guaranty Corporation which are effective for plan terminations occurring on the Date of Termination, using Executive's age to the nearest year determined as of that date. If, as of the Date of Termination, the Executive has previously satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be that based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred to Age 60 and Payable for Life Thereafter — Healthy Lives," except that if the Executive's

age to the nearest year is more than 60, then such higher age shall be substituted for 60. If, as of the Date of Termination, the Executive has not satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred To Age 65 And Payable For Life Thereafter — Healthy Lives."

(C) the benefit determined under (B) above shall be reduced by the value of any portion of Executive's SERP benefit already paid or provided to him in cash or through the transfer of an annuity contract.

If the Change of Control Termination occurs in connection with a Change of Control that is also a Change in Control Event, the amounts described in clause (i)(A) and clause (ii) of this Section C.1.(a) shall be paid in a lump sum on the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), unless the Executive is not a Specified Employee on the relevant date, in which case the amount described in this subsection (a) shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs in connection with a Change of Control that is not a Change in Control Event, the amounts described in clause (i) and clause (ii) of this Section C.1(a) shall be paid, except as otherwise required by Section 11 of the Agreement, in the same manner as they would have been paid in the case of a termination by the Company other than for Cause under Section 5(a), and in lieu of the MIP and LRPIP benefits described in Section C.2, Executive shall be entitled to the MIP and LRPIP benefits, if any, described in Section 5(a)(iv) and Section 5(a)(v) of the Agreement, payable in accordance with such Sections.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) On the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), the Company shall pay to Executive or his estate, in lieu of any automobile allowance, the present value of the automobile allowance (at the rate in effect prior to the Change of Control) it would have paid for the two years following the Change of Control Termination (or until the earlier date of Executive's death, if Executive dies prior to the date of the payment under this Section C.1(c)); *provided*, that if the Change of Control is not a Change of Control Event, such amount shall instead be paid in the same manner as Executive's automobile allowance would have been paid in the case of a termination by the Company other than for Cause under Section 5(a); *and further provided*, that

if Executive is not a Specified Employee on the relevant date, any lump sum payable under this Section C.1(c) shall instead be paid within thirty (30) days following the Change of Control Termination.

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control that is also a Change in Control Event, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under MIP or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control, plus (C) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under LRPIP specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to LRPIP cycles completed prior to the Change of Control.

If the Change of Control is not also a Change in Control Event, for the avoidance of doubt, Executive shall continue to participate in MIP and LRPIP (or such other incentive plans, if any, in which Executive was participating) in accordance with their terms, subject to Section C.1. above, and shall not be entitled to the supplemental or accelerated payments described in Section C.2.(i) and Section C.2.(ii) above.

C.3. Payment Adjustment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"); *provided*, that if the total of all payments to or for the benefit of Executive, after reduction for all federal taxes (including the excise tax under Section 4999 of the Code) with respect to such payments ("Executive's total after-tax payments"), would be increased by the limitation or elimination of any payment under Section C.1. or Section C.2. of this Exhibit, or by an adjustment to the vesting of any equity-based awards that would otherwise vest on an accelerated basis in connection with the Change of Control, amounts payable under Section C.1. and Section C.2. of this Exhibit shall be reduced and the vesting of equity-based awards shall be adjusted to the extent, and only to the extent, necessary to maximize Executive's total after-tax payments. Any reduction in payments or adjustment of vesting required by the preceding sentence shall be applied, first, against any benefits payable under Section C.1(a)(i) of this Exhibit, then against any benefits payable under Section C.2. of this Exhibit, then against the vesting of any performance-based restricted stock awards that would otherwise have vested in connection with the Change of Control, then against the vesting of any other equity-based awards, if any, that would otherwise have vested in connection with the Change of Control, and finally against all

other payments, if any. The determination as to whether Executive's payments and benefits include "excess parachute payments" and, if so, the amount and ordering of any reductions in payment required by the provisions of this Section C.3. shall be made at the Company's expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the "accounting firm"). In the event of any underpayment or overpayment hereunder, as determined by the accounting firm, the amount of such underpayment or overpayment shall forthwith and in all events within thirty (30) days of such determination be paid to Executive or refunded to the Company, as the case may be, with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., Executive or his legal representative shall be entitled to his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), and to the payment of his vested benefits under the plans (other than SERP) described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company's frozen GDCP.

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of his employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive's benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full. All payments and reimbursements under this Section shall be made consistent with the applicable requirements of Section 409A.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

EXHIBIT D

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF JANUARY 29, 2010

BETWEEN AND AMONG

PAUL SWEETENHAM, TJX UK, AND THE TJX COMPANIES, INC.

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## EMPLOYMENT AGREEMENT

AGREEMENT dated as of January 29, 2010 between and among Paul Sweetenham ("Executive"), TJX UK (the "Company"), and The TJX Companies, Inc. ("Parent").

RECITALS

The Company and Executive intend that Executive shall be employed by the Company and be entitled to receive compensation and benefits from the Company and Parent on the terms set forth below and, to that end, deem it desirable and appropriate to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of January 29, 2010 (the "Effective Date"). Upon effectiveness of this Agreement on the Effective Date, the Employment Agreement between the Company and the Executive dated as of January 28, 2007 (as amended, the "Prior Agreement") shall terminate and be of no further force and effect. Subject to earlier termination as provided herein, Executive's employment hereunder shall continue on the terms provided herein until February 2, 2013 (the "End Date"). The period of Executive's employment by the Company from and after the Effective Date, whether under this Agreement or otherwise, is referred to in this Agreement as the "Employment Period," it being understood that nothing in this Agreement shall be construed as entitling Executive to continuation of his employment beyond the End Date and that any such continuation shall be subject to the agreement of the parties. Executive's previous employment with the Company shall count as part of his continuous employment, which therefore began on November 15, 1993. This Agreement is intended to comply with the applicable requirements of Section 409A and shall be construed accordingly.

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform such duties and assume such responsibilities as shall from time to time be specified by the Company Board.

(b) **Extent of Services.** Except for illnesses and vacation periods, Executive shall devote substantially all his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) subject to approval by Parent's Chief Executive Officer (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, and (iii) subject to approval by Parent's Chief Executive Officer (which approval shall not be unreasonably withheld or withdrawn), hold directorships in

public companies, except only that Parent's Chief Executive Officer shall have the right to limit such services as a director or such participation in charitable or community activities or in trade or professional organizations whenever Parent's Chief Executive Officer shall believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. Executive's Base Salary shall be £462,000 per year. Effective as of February 1, 2010 (the "Designated Date"), Executive's Base Salary shall be \$850,000 per year (subject to conversion as described below) or such other amount (not less than \$850,000 per year and subject to conversion as described below) as the Company Board with the approval of the Committee may determine from time to time, after review not less frequently than annually (any such Base Salary that is denominated in U.S. dollars, the "U.S. Reference Salary"). On the Designated Date, the U.S. Reference Salary shall be converted into an amount in pounds sterling based on the U.S. dollar/pound exchange rate of \$1 to £0.6177 (i.e., £525,045). If effective as of any date following the Designated Date the Company Board, with the approval of the Committee, determines to adjust the U.S. Reference Salary (to an amount not less than \$850,000 per year), such Base Salary, as so adjusted, shall be converted into an amount in pounds sterling based on the U.S. dollar/pound exchange rate in effect on the effective date of the salary adjustment (such date, a "Determination Date"); it being understood that if the rate of Executive's Base Salary in pounds sterling on any Determination Date would be less than the rate of Executive's Base Salary in pounds sterling immediately prior to such Determination Date solely as a result of the U.S. dollar/pound exchange rate in effect on the applicable Determination Date, the U.S. Reference Salary shall be increased to a level that will provide Executive with a rate of Base Salary in pounds sterling equal to the rate of Executive's Base Salary in pounds sterling immediately prior to such Determination Date. All determinations necessary to construe or effectuate the foregoing, including, without limitation, the determination of the exchange rate, shall be made by the Parent.

(b) Existing Awards. Reference is made to outstanding awards to Executive of stock options and of performance-based restricted stock made prior to the Effective Date under Parent's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2010 under Parent's Management Incentive Plan ("MIP"), and to award opportunities granted to Executive under Parent's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of such awards outstanding immediately prior to the Effective Date shall continue for such period or periods and in accordance with such terms as are set out in the applicable grant, award certificate, award agreement, and other governing documents relating to such awards, and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein.

(c) New Stock Awards. Consistent with the terms of the Stock Incentive Plan, during the Employment Period, Executive will be entitled to stock-based awards under the Stock Incentive

Plan at levels commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(d) LRPIP. During the Employment Period, Executive will be eligible to participate in annual grants under LRPIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(e) MIP. During the Employment Period, Executive will be eligible to participate in annual awards under MIP at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee.

(f) Retirement and Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's retirement and profit-sharing plans, in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof). In particular, Executive shall be entitled to participate in The T.K. Maxx Pension Plan (the "Company Pension") and the Company shall match Executive's contributions to the Company Pension, up to an amount equivalent to 8.0% of Executive's pensionable salary, subject to its rule from time to time in force and any statutory limits imposed from time to time. The Company reserves the right to vary the benefits payable under the Company Pension or terminate or substitute another pension scheme for the existing Company Pension at any time.

(g) Policies and Fringe Benefits. Executive shall be subject to policies of Parent and/or the Company applicable to executives generally, and shall be entitled to receive all such fringe benefits as shall from time to time be made available to other executives of Parent and its Subsidiaries generally (subject to the terms of any applicable fringe benefit plan). In addition, in connection with Executive's performance of services in the United States for Parent and its affiliates, Executive shall be entitled to receive the benefits described in Exhibit E (subject to the limitations set forth therein).

(h) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements described above. Upon termination of his employment, Executive shall have no claim against the Company or Parent for loss arising out of ineligibility to exercise any stock options granted to him or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant award document and plan.

#### 4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) Executive's employment shall terminate upon written notice by the Company to Executive (or, if earlier, to the extent consistent with the requirements of Section 409A, upon the expiration of the twenty-nine (29)-month period commencing upon Executive's absence from work) if, by reason of Disability, Executive is unable to perform his duties for at least six continuous months. Any termination pursuant to this Section 4(b) shall be treated for purposes

of Section 5 and the definition of "Change of Control Termination" at subsection (e) of Exhibit A as a termination by reason of Disability.

(c) Whenever his employment shall terminate, Executive shall resign all offices or other positions he shall hold with the Company, Parent and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

(d) During any period following notice of termination of employment (whether given by the Company or Executive), the Company shall be under no obligation to assign any duties to Executive and shall be entitled to exclude him from its premises, and require Executive not to contact any customers, suppliers or employees, *provided* that this shall not affect Executive's entitlement, if any, during such period of exclusion to receive his Base Salary in accordance with Section 3(a) and benefits in accordance with Section 3(g). During any such period of exclusion Executive will continue to be bound by all of the provisions of this Agreement and shall at all times conduct himself with good faith towards the Company, Parent, and its Subsidiaries.

#### 5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (I) death or Disability of Executive, (II) termination by the Company for any reason other than Cause or (III) a Constructive Termination, then all compensation and benefits for Executive shall be as follows:

(i) For a period of twelve (12) months after the Date of Termination (the "termination period"), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at a rate equal to Executive's U.S. Reference Salary in effect at termination of employment (without regard to the rate of Executive's Base Salary in pounds sterling at such time), which U.S. Reference Salary shall be converted to pounds sterling based on the U.S. dollar/pound exchange rate in effect on the Date of Termination, such Base Salary to be paid in accordance with its regular payroll practices for executive employees of the Company (but not less frequently than monthly); *provided*, that if Executive is a Specified Employee at the relevant time, the Base Salary that would otherwise be payable during the six-month period beginning on the Date of Termination shall instead be accumulated and paid, without interest, in a lump sum on the date that is six (6) months and one day after such date (or, if earlier, the date of Executive's death); *and further provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary determined as provided above in this Section 5(a)(i), over (b) the long-term disability compensation benefits for which Executive is approved under such plan.

(ii) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of Parent ended immediately prior to Executive's termination of employment, *plus* (B) any unpaid

amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iii) For any MIP performance period in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other MIP awards for such performance period are paid, but in no event later than by the 15th day of the third month following the close of the fiscal year to which such MIP award relates, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the MIP award, if any, that Executive would have earned and been paid had he continued in office through the end of such fiscal year, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is three hundred and sixty-five (365) plus the number of days during such fiscal year prior to termination, and the denominator of which is seven hundred and thirty (730); *provided, however*, that if the Employment Period shall have terminated by reason of Executive's death or Disability, this clause (iii) shall not apply and Executive instead shall be entitled to the MIP benefit described in Section 5(a)(vii) below; *and further provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (iii) shall be paid not sooner than six (6) months and one day after termination.

(iv) For each LRPIP cycle in which Executive participates that begins before and ends after the Date of Termination, and at the same time as other LRPIP awards for such cycle are paid, but in no event later than by the 15th day of the third month following the close of the last of Parent's fiscal years in such cycle, the Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to (A) the LRPIP award, if any, that Executive would have earned and been paid had he continued in office through the end of such cycle, determined without regard to any adjustment for individual performance factors, multiplied by (B) a fraction, the numerator of which is the number of full months in such cycle completed prior to termination of employment and the denominator of which is the number of full months in such cycle; *provided*, that if Executive is a Specified Employee at the relevant time, the amounts described in this clause (iv) shall be paid not sooner than six (6) months and one day after termination.

(v) In addition, Executive or his legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to payment of his vested benefits, if any, under the plans described in Section 3(f) (Retirement and Other Deferred Compensation Plans).

(vi) If termination occurs by reason of Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under Section 5(a)(i) above, and if the sum of such payments (the "combined salary/disability

benefit”) exceeds the payment for such period to which Executive is entitled under Section 5(a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive’s combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(vii) If termination occurs by reason of death or Disability, Executive shall also be entitled to an amount equal to Executive’s MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as other MIP awards for such performance period are paid.

(viii) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plans, except for continuation of any automobile allowance which shall be added to the amounts otherwise payable under Section 5(a)(i) above during the continuation of such coverage but not beyond the end of the termination period.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive’s employment with the Company shall terminate on the End Date. Unless the Company in connection with such termination shall offer to Executive continued service in a position on reasonable terms, Executive shall be treated as having been terminated under Section 5(a)(II) on the day immediately preceding the End Date and shall be entitled to the compensation and benefits described in Section 5(a) in respect of such a termination, subject, for the avoidance of doubt, to the other provisions of this Agreement including, without limitation, Section 8. If the Company in connection with such termination offers to Executive continued service in a position on reasonable terms, and Executive declines such service, he shall be treated for all purposes of this Agreement as having terminated his employment voluntarily on the End Date and he shall be entitled only to those benefits to which he would be entitled under Section 6(a) (“Voluntary termination of employment”). For purposes of the two preceding sentences, “service in a position on reasonable terms” shall mean service in a position comparable to the position in which Executive was serving immediately prior to the End Date, as reasonably determined by the Committee.

#### 6. OTHER TERMINATION.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily, Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Retirement and Other Deferred Compensation Plans). In addition, the Company will pay to Executive or his legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive’s termination of employment, plus any unpaid amounts owing with respect to LRPPI cycles in which Executive participated and which were completed prior to termination, in each case at the same time as other awards for such prior year or cycle are

paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should end Executive's employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (i) any vested benefits to which Executive is entitled by law under the Company's retirement plans; and (ii) Stock Incentive Plan benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards).

7. BENEFITS UPON CHANGE OF CONTROL. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C; *provided*, for the avoidance of doubt, that the provisions of Section 11 of this Agreement shall also apply to the determination and payment of any payments or benefits pursuant to Exhibit C.

8. AGREEMENT NOT TO SOLICIT OR COMPETE.

(a) During the Employment Period and for a period of twelve (12) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than Parent and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with Parent or its Subsidiaries, or recommend to any protected person any employment or engagement other than with Parent or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities.

Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less, and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six months prior to termination of the Employment Period.

A "protected person" is a person who at the time of termination of the Employment Period, or within six months prior thereto, is or was employed by Parent or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group.

As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A) employment or other

engagement, (B) solicitation and (C) unsolicited acceptance of services, of each “protected person” and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of Parent and its Subsidiaries and will have access to confidential and proprietary information and business plans of Parent and its Subsidiaries. Therefore, during the Employment Period and for a period of twelve (12) months thereafter (the “Noncompetition Period”), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any “competitive business” as hereinafter defined or any Person that engages in any “competitive business” as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities; *provided, however*, that this restriction shall apply only in North America (including, for the avoidance of doubt, Mexico) and Europe, and in such countries outside of North America and Europe if Parent or any Subsidiary was engaged, with Executive’s involvement, in business in such country at any time during the 12-month period immediately preceding the Date of Termination.

The term “competitive business” (i) shall mean any business (however organized or conducted) that competes with a business in which Parent or any of its Subsidiaries was engaged, or in which Parent or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Exhibit D to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by Parent or any of its Subsidiaries at the termination of the Employment Period.

For purposes of this subsection (b), a “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than Parent or its Subsidiaries.

For purposes of this subsection (b), reference to any Person (the “first Person”) shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person.

If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be



unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of Parent or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive's duties and responsibilities to Parent and its Subsidiaries. This restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of Parent and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of Parent and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that he has returned all such Documents in Executive's possession or under his control. This Section 8(c) shall only bind Executive to the extent allowed by the applicable law of the jurisdiction in which enforcement is sought, and nothing in this Section 8(c) shall prevent Executive from making a statutory disclosure.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, or in the case of any stock-based benefits to Parent, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company and Parent immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period or the Nonsolicitation Period, and shall provide to the Company and Parent such details concerning such employment or self-employment as either of them may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of Parent and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them.

Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing.

Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to Parent and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company and/or Parent shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder.

Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

Finally, Executive agrees that the Nonsolicitation Period and the Noncompetition Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. The Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company, Parent and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement.

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and

shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company and Parent shall inure to the benefit of and shall be binding upon their respective successors and assigns. The rights and obligations of Executive are not assignable, except only that stock issuable, awards and payments payable to him after death shall be made to his estate, except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company, the same shall be mailed to the Company, with a copy to Parent, in each case at 770 Cochrane Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or such other address as the Company (with respect to the Company) or Parent (with respect to Parent) may hereafter designate by notice to Executive; and, if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company with a copy to Parent.

11. WITHHOLDING; CERTAIN TAX MATTERS; CERTAIN DEDUCTIONS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder that is payable by reason of termination of Executive's employment constitutes "nonqualified deferred compensation" subject to Section 409A and would otherwise have been required to be paid during the six (6)-month period following such termination of employment, it shall instead (unless at the relevant time Executive is no longer a Specified Employee) be delayed and paid, without interest, in a lump sum on the date that is six (6) months and one day after Executive's termination (or, if earlier, the date of Executive's death). Executive acknowledges that he has reviewed the provisions of this Agreement with his advisors and agrees that except for any benefit under any tax equalization policy or program maintained by Parent or the Company in which Executive participates, as any such policy or program may be amended and in effect from time to time, neither the Company nor Parent shall be liable to make Executive whole for any taxes that may become due or payable by reason of this Agreement or any payment, benefit or entitlement hereunder.

Without limiting any other provision of this agreement, Executive hereby authorizes the Company, Parent, and any of their affiliates to deduct from his remuneration, to the extent consistent with the offset-limitation and related provisions of Section 409A, any sums then due from him to the Company, Parent, or any of their affiliates, including, without limitation, any overpayments of salary, overpayments of holiday pay whether in respect of holiday taken in excess of that accrued during the holiday year or otherwise, loans or advances (if any) permitted under applicable law (including without limitation U.S. law) to be made to him by the Company, Parent, or any of their affiliates, any fines incurred by Executive and paid by the Company, Parent, or any of their affiliates, the cost of repairing any damage or loss to the property of the Company, Parent, or any of their affiliates caused by him and all losses suffered by the

Company, Parent, or any of their affiliates as a result of any negligence or breach of duty by Executive.

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed, except as provided in Section 13, by the laws of the England.

13. CERTAIN STOCK-BASED RIGHTS. Executive acknowledges that the stock-based rights to which reference is made under Section 8 of this Agreement consist currently of awards made under the Stock Incentive Plan or a predecessor plan of Parent and may include awards made in the future under the Stock Incentive Plan (the "subject awards"). Executive agrees that, notwithstanding any provision of this Agreement to the contrary, the provisions of Section 8(d), insofar as they pertain to the subject awards, as well as the provisions of this Section 13, shall be construed and shall be enforceable under, and shall be subject to, the laws of the Commonwealth of Massachusetts, applied without regard to the choice of laws provisions thereof. Executive further agrees that he will not assert as a defense to any attempted enforcement of Section 8(d) or this Section 13, or otherwise, the purported applicability of the laws of any other jurisdiction. The provisions of this Section 13 shall survive the termination of the Employment Period.

14. TERMINATION OF EMPLOYMENT AND SEPARATION FROM SERVICE. All references in the Agreement to termination of employment, a termination of the Employment Period, or separation from service, and correlative terms, that result in the payment or vesting of any amounts or benefits that constitute "nonqualified deferred compensation" within the meaning of Section 409A shall be construed to require a Separation from Service, and the Date of Termination in any such case shall be construed to mean the date of the Separation from Service.

15. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements, including, without limitation, the Prior Agreement, between them.

/s/ Paul Sweetenham

Executive

TJX UK

By: /s/ Jeffrey G. Naylor

THE TJX COMPANIES, INC.

By: /s/ Carol Meyrowitz

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Cause” means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company or Parent offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Company Board or the Parent Board), gross neglect of duties (other than as a result of Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the directors of the Parent Board at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the directors of the Parent Board that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank. The Company shall exercise its discretion under this paragraph consistent with the requirements of Section 409A or the requirements for exemption from Section 409A.

(c) “Change in Control Event” means a “change in control event” (as that term is defined in section 1.409A-3(i)(5) of the Treasury Regulations under Section 409A) with respect to the Company.

(d) “Change of Control” has the meaning given it in Exhibit B.

(e) "Change of Control Termination" means the termination of Executive's employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death or Disability.

For purposes of this definition, termination for "good reason" shall mean the voluntary termination by Executive of his employment within one hundred and twenty (120) days after the occurrence without Executive's express written consent of any one of the events described below, *provided*, that Executive gives notice to the Company within sixty (60) days of the first occurrence of any such event or condition, requesting that the pertinent event or condition described therein be remedied, and the situation remains unremedied upon expiration of the thirty (30)-day period commencing upon receipt by the Company of such notice:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive's employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities; or
- (II) if Executive's rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive's total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of Parent or its Subsidiaries to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless Parent or its Subsidiaries provide Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by Parent or its Subsidiaries that would adversely affect Executive's participation in or materially reduce Executive's benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive's employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (b) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or
- (VI) any other breach by the Company of any provision of this Agreement; or

(VII) Parent sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of Parent determined in accordance with generally accepted accounting principles consistently applied) or earning power of Parent (on an individual basis) or Parent and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B)..

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Committee" means the Executive Compensation Committee of the Parent Board.

(h) "Company" means TJX UK.

(i) "Company Board" means the Board of Directors of the Company.

(j) "Constructive Termination" means a termination of employment by Executive occurring within one hundred twenty (120) days of a requirement by the Company that Executive relocate, without his prior written consent, more than forty (40) miles from the current corporate headquarters of the Company, but only if (i) Executive shall have given to the Company notice of intent to terminate within sixty (60) days following notice to Executive of such required relocation and (ii) the Company shall have failed, within thirty (30) days thereafter, to withdraw its notice requiring Executive to relocate. For purposes of the preceding sentence, the one hundred twenty (120) day period shall commence upon the end of the thirty (30)-day cure period, if the Company fails to cure within such period.

(k) "Date of Termination" means the date on which Executive's employment terminates.

(l) "Disabled"/"Disability" means a medically determinable physical or mental impairment that (i) can be expected either to result in death or to last for a continuous period of not less than six months and (ii) causes Executive to be unable to perform the duties of his position of employment or any substantially similar position of employment to the reasonable satisfaction of the Committee.

(m) "End Date" has the meaning set forth in Section 1 of the Agreement.

(n) "LRPIP" has the meaning set forth in Section 3(b) of the Agreement.

(o) "MIP" has the meaning set forth in Section 3(b) of the Agreement.

(p) "Parent" means The TJX Companies, Inc.

(q) "Parent Board" means the Board of Directors of Parent.

(r) "Section 409A" means Section 409A of the Code.

(s) "Separation from Service" shall mean a "separation from service" (as that term is defined at Section 1.409A-1(h) of the Treasury Regulations under Section 409A) from the

Company and from all other corporations and trades or businesses, if any, that would be treated as a single “service recipient” with the Company under Section 1.409A-1(h)(3) of such Treasury Regulations. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Agreement.

(t) “Specified Employee” shall mean an individual determined by the Committee or its delegate to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A. The Committee may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Agreement.

(u) “Standstill Period” means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(v) “Stock” means the common stock, \$1.00 par value, of the Company.

(w) “Stock Incentive Plan” has the meaning set forth in Section 3(b) of the Agreement.

(x) “Subsidiary” means any corporation in which Parent owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.



EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of Parent of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than Parent, any wholly-owned subsidiary of Parent, or any employee benefit plan of Parent or such a subsidiary becomes the owner of 20% or more of Parent’s Common Stock and thereafter individuals who were not directors of Parent prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of Parent’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than Parent’s Board of Directors and thereafter individuals who were not directors of Parent prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of Parent’s Board of Directors; or

(d) Parent executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of Parent shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of Parent when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of Parent owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of Parent immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as ownership of Common Stock); and *provided, further*, that, for purposes of this paragraph (d), a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger, or consolidation

contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger, or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

“Common Stock” shall mean the then outstanding Common Stock of Parent plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of Parent shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the “owner” of any Common Stock:

(i) of which such Person would be the “beneficial owner,” as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “Commission”) under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the “beneficial owner” for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

“Person” shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An “Executive Related Party” shall mean any affiliate or associate of Executive other than Parent or a majority-owned subsidiary of Parent. The terms “affiliate” and “associate” shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term “registrant” in the definition of “associate” meaning, in this case, Parent).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay the following to Executive (i) as hereinafter provided an amount equal to two times his Base Salary for one year at the rate equal to Executive's U.S. Reference Salary in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher (and without regard to the rate of Executive's Base Salary in pounds sterling at such times), which U.S. Reference Salary shall be converted to pounds sterling based on the U.S. dollar/pound exchange rate in effect on the Date of Termination, plus (ii) within thirty (30) days following the Change of Control Termination, the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (i) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (i) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company. If the Change of Control Termination occurs in connection with a Change of Control that is also a Change in Control Event, the amount described in subsection (a)(i) shall be paid in a lump sum on the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), unless the Executive is not a Specified Employee on the relevant date, in which case the amount described in this subsection (a) shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs in connection with a Change of Control that is not a Change in Control Event, the amount described in subsection (a)(i) above shall be paid, except as otherwise required by Section 11 of the Agreement, in the same manner as it would have been paid in the case of a termination by the Company other than for Cause under Section 5(a), and in lieu of the MIP and LRPPI benefits described in Section C.2, Executive shall be entitled to the MIP and LRPPI benefits, if any, described in Section 5(a)(iii) and Section 5(a)(iv) of the Agreement, payable in accordance with such Sections.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon

comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) On the date that is six (6) months and one day following the date of the Change of Control Termination (or, if earlier, the date of Executive's death), the Company shall pay to Executive or his estate, in lieu of any automobile allowance, the present value of the automobile allowance (at the rate in effect prior to the Change of Control) it would have paid for the two years following the Change of Control Termination (or until the earlier date of Executive's death, if Executive dies prior to the date of the payment under this Section C.1(c)); *provided*, that if the Change of Control is not a Change of Control Event, such amount shall instead be paid in the same manner as Executive's automobile allowance would have been paid in the case of a termination by the Company other than for Cause under Section 5(a); *and further provided*, that if Executive is not a Specified Employee on the relevant date, any lump sum payable under this Section C.1(c) shall instead be paid within thirty (30) days following the Change of Control Termination.

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control that is also a Change in Control Event, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under MIP or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control, plus (C) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under LRPIP specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to LRPIP cycles completed prior to the Change of Control.

If the Change of Control is not also a Change in Control Event, for the avoidance of doubt, Executive shall continue to participate in MIP and LRPIP (or such other incentive plans, if any, in which Executive was participating) in accordance with their terms, subject to Section C.1. above, and shall not be entitled to the supplemental or accelerated payments described in Section C.2.(i) and Section C.2.(ii) above.

C.3. Payment Adjustment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code ("Section 280G") and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on

certain “excess parachute payments” under Section 4999 of the Code (the “Excise Tax”); *provided*, that if the total of all payments to or for the benefit of Executive, after reduction for all federal taxes (including the excise tax under Section 4999 of the Code) with respect to such payments (“Executive’s total after-tax payments”), would be increased by the limitation or elimination of any payment under Section C.1. or Section C.2. of this Exhibit, or by an adjustment to the vesting of any equity-based awards that would otherwise vest on an accelerated basis in connection with the Change of Control, amounts payable under Section C.1. and Section C.2. of this Exhibit shall be reduced and the vesting of equity-based awards shall be adjusted to the extent, and only to the extent, necessary to maximize Executive’s total after-tax payments. Any reduction in payments or adjustment of vesting required by the preceding sentence shall be applied, first, against any benefits payable under Section C.1(a)(i) of this Exhibit, then against any benefits payable under Section C.2. of this Exhibit, then against the vesting of any performance-based restricted stock awards that would otherwise have vested in connection with the Change of Control, then against the vesting of any other equity-based awards, if any, that would otherwise have vested in connection with the Change of Control, and finally against all other payments, if any. The determination as to whether Executive’s payments and benefits include “excess parachute payments” and, if so, the amount and ordering of any reductions in payment required by the provisions of this Section C.3. shall be made at the Company’s expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the “accounting firm”). In the event of any underpayment or overpayment hereunder, as determined by the accounting firm, the amount of such underpayment or overpayment shall forthwith and in all events within thirty (30) days of such determination be paid to Executive or refunded to the Company, as the case may be, with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., Executive or his legal representative shall be entitled to his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), and to the payment of his vested benefits under the plans described in Section 3(f) (Retirement and Other Deferred Compensation Plans).

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with Parent and its Subsidiaries subsequent to the termination of his employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive’s benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a

Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full. All payments and reimbursements under this Section shall be made consistent with the applicable requirements of Section 409A.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.

(e) Continued Affiliation With Parent A Condition Precedent. The provisions of this Exhibit C shall not apply unless, at the time of the Change of Control, the Company is a Subsidiary of Parent.

EXHIBIT D

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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EXHIBIT E

Certain International Benefits and Related Provisions

E.1. From and after the Effective Date, and for so long as Executive's duties and responsibilities include the performance of services in the United States for Parent or its affiliates, Executive shall be eligible to receive the following compensation and benefits from Parent or its affiliates in respect of such services:

- (a) the provision of rental housing in the Boston area, the cost of which is paid by Parent or its affiliates and subject to a cap of \$7,200 per month or such higher amount, if any, as may be approved in writing by Parent or its affiliates to reflect reasonable increases in the cost of rental housing in such area;
- (b) the payment of immigration expenses associated with Executive's visa enabling him to work in the United States.

All benefits under this Section E.1 shall cease upon the termination of Executive's employment for any reason.

E.2. The Company or its affiliates shall provide, in accordance with any tax equalization policy or program maintained by Parent or its affiliates, as any such policy or program may be amended and in effect from time to time, (i) tax equalization assistance for any additional tax liability Executive incurs in respect of his services in the United States that Executive would not have incurred had he only provided services and remained located in the United Kingdom, (ii) a tax-gross-up payment or payments for applicable U.S. federal, state, and local and U.K. taxes paid by Executive in connection with the compensation and benefits paid to Executive under Section E.1, and (iii) tax preparation assistance to Executive for filing his U.S. federal and Massachusetts tax returns. Payments under this Section E.2 are intended to be consistent with the requirements of Section 409A or an exemption from Section 409A; *provided*, that in no event shall Parent or its affiliates be liable by reason of any failure of such arrangements, or any of them, to comply with Section 409A or the requirements for an exemption from Section 409A. Any tax equalization payments under this Section E.2 with respect to Executive's compensation for a particular year (a "compensation year") shall be paid no later than the end of the second calendar year following the calendar year in which Executive's U.S. federal tax return is required to be filed (including any extensions) for the compensation year, or at such other time consistent with the requirements for an exemption from Section 409A under Treasury Regulation § 1.409A-1(b)(8)(iii). Any tax gross-up payments under this Section E.2 shall be paid no later than the end of the calendar year following the calendar year in which the underlying taxes were paid by Executive. Executive shall cooperate with the Company to provide any documentation necessary for the determination of any tax equalization assistance due to Executive under this Section E.2.

E.3. Parent's 409A Reimbursement Policy is hereby incorporated by reference. For the avoidance of doubt, all reimbursements, benefits, and payments under this Exhibit E shall be subject to the terms of Parent's 409A Reimbursement Policy, as amended and in effect from time to time, to the extent applicable.



**SETTLEMENT AGREEMENT**

**Dated April 2, 2008**

**by and between**

**MASTERCARD INTERNATIONAL INCORPORATED**

**and**

**THE TJX COMPANIES, INC.**

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Exhibit 2	Accounting Statement
Exhibit 3.1	Form of Alternative Recovery Acceptance
Exhibit 7.1	Form of TJX Release
Exhibit 10.15A	TJX Press Release
Exhibit 10.15B	MasterCard Press Release

## SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT dated as of April 2, 2008 (together with the attached Exhibits called this "Settlement Agreement"), by and between MASTERCARD INTERNATIONAL INCORPORATED, a Delaware corporation ("MasterCard"), and THE TJX COMPANIES, INC., a Delaware corporation ("TJX").

WHEREAS, on January 17, 2007, TJX publicly announced that prior to December 19, 2006, the portion of TJX's computer system that processes and stores information related to certain customer transactions at certain TJX-operated stores was subjected to one or more unauthorized intrusions (further defined collectively below as the TJX Intrusion), during which certain payment card account data were stolen;

WHEREAS, certain issuers of payment cards bearing the "MasterCard," "MasterCard Electronic," "Maestro," and/or "Cirrus" brand names may have certain rights under the MasterCard Operating Regulations (as defined below) to recover certain amounts (which amounts may be indemnifiable by TJX) by reason of losses and costs associated with the TJX Intrusion allegedly incurred by those issuers; and

WHEREAS, in order to settle claims and resolve other disputes among TJX and its acquiring banks, on the one hand, and MasterCard and certain MasterCard issuers, on the other hand, with respect to the possible rights of MasterCard issuers described above and actual and potential associated claims by MasterCard and MasterCard issuers asserting such possible rights, TJX and MasterCard have entered into this Settlement Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants set forth in this Settlement Agreement and subject to all the terms and conditions set forth in this Settlement Agreement, MasterCard and TJX agree as follows:

### 1. DEFINITIONS; CERTAIN RULES OF CONSTRUCTION.

1.1. Definitions. The following capitalized terms and non-capitalized words and phrases have the meanings respectively assigned to them below, which meanings are applicable equally to the singular and plural forms of the terms so defined:

"Acceptance Deadline" has the meaning set forth in Section 8.1.

"Acceptance Delivery Date" has the meaning set forth in Section 4.4.

"Accepting Issuer" has the meaning set forth in Section 3.1.

"Accounting Statement" means a written statement (i) which sets forth MasterCard's calculation of the aggregate numbers of the Eligible MasterCard Issuers' Alerted-On Accounts and Claimed-On Accounts (including MasterCard's calculation of how many of the Eligible MasterCard Issuers' Claimed-On Accounts constitute Reissued Accounts and how many constitute Specially Monitored Accounts), and which contains detail sufficient to confirm the accuracy of the MasterCard representation and warranty contained in clauses (i), (ii) and (iii) of

the second sentence of Section 2, and (ii) which includes an issuer-by-issuer breakdown identifying each Eligible MasterCard Issuer by means of a numerical identifier, rather than by name; setting forth, as to each Eligible MasterCard Issuer, its number of Alerted-On Accounts and its number of Claimed-On Accounts; and setting forth, as to each Eligible MasterCard Issuer's Claimed-On Accounts, how many of the Claimed-On Accounts of each Eligible MasterCard Issuer are Reissued Accounts and how many are Specially Monitored Accounts.

“Adjusted Settlement Amount” has the meaning set forth in Section 3.4.

“Adjusted Worksheet Account Total” means, as to any Issuer Claim, the number appearing in Item 4.1 of the Worksheet for such Issuer Claim after eliminating any duplicate MasterCard Accounts that were originally included in the number used by MasterCard to populate such Item 4.1.

“Affiliated Issuer” means, with respect to any MasterCard Issuer, any other MasterCard Issuer that controls, is controlled by, or is under common control with, such MasterCard Issuer.

“Affiliated Person” means, as to any Person, the past, present, and future representatives, attorneys, agents, accountants, assigns, insurers, administrators, officers, directors, trustees, employees, retained contractors, parents, affiliates, subsidiaries, predecessors, and successors of the Person, and any other Persons acting on behalf of the Person, all in their capacities as such.

“Aggregate Non-Accepted Offers Amount” has the meaning set forth in Section 3.4.

“Alerted-On Account” means (i) in general, any MasterCard Account with respect to which MasterCard issued an alert in connection with the TJX Intrusion, and (ii) with respect to any MasterCard Issuer, any MasterCard Account issued by that particular MasterCard Issuer, or by a Sponsored Issuer of that particular MasterCard Issuer, with respect to which MasterCard issued such an alert.

“Alleged Non-Compliance” has the meaning set forth in Section 6.

“Alternative Recovery Acceptance” has the meaning set forth in Section 3.1.

“Alternative Recovery Acceptance Report” has the meaning set forth in Section 4.2.

“Alternative Recovery Amount” has the meaning set forth in Section 3.

“Alternative Recovery Offer” has the meaning set forth in Section 3.

“Business Day” means any day other than any Saturday, Sunday or other day on which commercial banks are authorized or required to close in Boston or New York City.

“Claimed-On Account” means (i) in general, any Alerted-On Account with respect to which a MasterCard Issuer has made an Issuer Claim, and (ii) with respect to any particular Eligible MasterCard Issuer, any Alerted-On Account issued by that particular Eligible

MasterCard Issuer, or by a Sponsored Issuer of that particular Eligible MasterCard Issuer, with respect to which that particular Eligible MasterCard Issuer or an Affiliated Issuer of that particular Eligible MasterCard Issuer has made an Issuer Claim.

“Claiming Sponsored Issuer” means, with respect to any Eligible MasterCard Issuer, a Sponsored Issuer (a) that (i) issued one or more of such Eligible MasterCard Issuer’s Claimed-On Accounts and (ii) is identified as one of such Eligible MasterCard Issuer’s Claiming Sponsored Issuers in such Eligible MasterCard Issuer’s Alternative Recovery Acceptance, or (b) that is an Affiliated Issuer of such Eligible MasterCard Issuer.

“Consummation Date” has the meaning set forth in Section 7.2.

“Eligible MasterCard Issuer” means a MasterCard Issuer that is listed by MasterCard in the Accounting Statement as a MasterCard Issuer entitled to receive an Alternative Recovery Offer under the terms of this Settlement Agreement; provided, however, that no MasterCard Issuer shall be an Eligible MasterCard Issuer if such MasterCard Issuer is a Sponsored Issuer of an Eligible MasterCard Issuer.

“Extended Acceptance Deadline” has the meaning set forth in Section 8.1.

“Issuer Claim” means a compliance claim and/or a timely operating expense reimbursement claim made with MasterCard by a MasterCard Issuer under the MasterCard Operating Regulations with respect to one or more of the Alerted-On Accounts that under the applicable MasterCard Operating Regulations were eligible to be made the subject of such a claim, in each case regardless of whether such claim has been waived by the MasterCard Issuer in question after such claim was made with MasterCard, but otherwise giving effect to any amendment of such claim by such MasterCard Issuer as of the date of the Settlement Agreement.

“MasterCard Account” means a payment card account utilized by a payment card bearing the MasterCard symbol or MasterCard brand mark, the MasterCard Electronic symbol or MasterCard Electronic brand mark, the Maestro symbol or Maestro brand mark, and/or the Cirrus symbol or Cirrus brand mark, and issued by or through a member of MasterCard (or by or through some other entity sponsored directly or indirectly by an Affiliated Person of a member of MasterCard), that enables the purchase of goods from a merchant.

“MasterCard Issuer” means an issuer of a MasterCard Account.

“MasterCard Operating Regulations” means the governing bylaws, rules and regulations, published policies, and any other manuals of MasterCard prepared in connection with any program or service or activity of MasterCard and published to the members of MasterCard from time to time, for example, and not by way of limitation, the Bylaws and Rules manual, the Security Rules and Procedures manual, the Chargeback Guide manual, the Operations Manual, and the Authorization System Manual.

“Maximum Settlement Amount” has the meaning set forth in Section 3.3.

“Mistaken Issuer Claim” means any Issuer Claim as to which the number of Claimed-On Accounts exceeds the Adjusted Worksheet Account Total.

“Non-Accepted Offer Amount” has the meaning set forth in Section 3.4.

“Non-Accepting Issuers” has the meaning set forth in Section 3.4.

“Opt-In Threshold Condition” has the meaning set forth in Section 8.1.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, governmental authority or other entity of any kind.

“Reissued Account” means an Alerted-On Account with respect to which an Eligible MasterCard Issuer (or an Affiliated Issuer of such Eligible MasterCard Issuer) has submitted an Issuer Claim asserting that the MasterCard card of the accountholder of that particular Alerted-On Account was reissued as a result of the TJX Intrusion.

“Release” has the meaning set forth in Section 7.1.

“Reports on Compliance” means the following four reports prepared for TJX in conjunction with the annual assessment of TJX’s compliance with the Payment Card Industry Data Security Standards and/or other then existing data security standards: the 2007 Level 1 — PCI Data Security Standards Report on Compliance dated October 16, 2007 prepared for TJX by VeriSign Inc.; the 2006 Report of Compliance (RoC) of TJX dated September 29, 2006 prepared for TJX by Cybertrust, Inc.; the 2005 Report of Compliance (RoC) of TJX dated September 30, 2005 prepared for TJX by Cybertrust, Inc.; and the 2004 Report of Compliance dated September 29, 2004 prepared for TJX by VeriSign Inc.

“Settlement Agreement” has the meaning set forth in the preamble hereto.

“Specially Monitored Account” means an Alerted-On Account with respect to which an Eligible MasterCard Issuer (or an Affiliated Issuer of such Eligible MasterCard Issuer) has submitted an Issuer Claim asserting that special monitoring procedures were implemented with respect to that particular Alerted-On Account as a result of the TJX Intrusion.

“Sponsored Issuer” means (A) in general, any MasterCard Issuer (i) that is an Affiliated Issuer of an Eligible MasterCard Issuer, or (ii) that is sponsored directly or indirectly by an Eligible MasterCard Issuer or by an Affiliated Issuer of an Eligible MasterCard Issuer, or (iii) on behalf of which an Eligible MasterCard Issuer or an Affiliated Issuer of an Eligible MasterCard Issuer made an Issuer Claim, and (B) with respect to any Eligible MasterCard Issuer, any MasterCard Issuer (i) that is an Affiliated Issuer of such Eligible MasterCard Issuer, or (ii) that is sponsored directly or indirectly by such Eligible MasterCard Issuer or by an Affiliated Issuer of such Eligible MasterCard Issuer, or (iii) on behalf of which such Eligible MasterCard Issuer or an Affiliated Issuer of such Eligible MasterCard Issuer made an Issuer Claim.



“Termination Date” has the meaning set forth in Section 8.2.

“TJX Acquirers” means, in their capacities as acquiring banks for TJX or an Affiliated Person of TJX, Fifth Third Bank, Chase Paymentech Solutions LLC (formerly known as Chase Merchant Services LLC), First Data Loan Company, Canada, National Westminster Bank plc and Banco Popular de Puerto Rico.

“TJX Intrusion” means TJX computer systems intrusion(s) referenced in the MasterCard Alerts having main case numbers MCA024-US-07, MCA024-CAN-07, MCA024-LAC-07, and MCA106-EU-07, including all of their subparts.

“Unsatisfied Threshold Event” means that the Eligible MasterCard Issuers that validly accept their Alternative Recovery Offers by the Acceptance Deadline, or, if applicable, by the Extended Acceptance Deadline, did not issue (together with their Claiming Sponsored Issuers), in the aggregate, at least 90% of the Claimed-On Accounts of all the Eligible MasterCard Issuers.

“Worksheet” means, with respect to any Issuer Claim, the MasterCard Online Issuer Claim for Reimbursement Worksheet for such Issuer Claim, the form of which is attached hereto as Exhibit 1.1.

1.2. Certain Rules of Construction. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Exhibit or Schedule means a Section of, or Schedule or Exhibit to, this Settlement Agreement, unless another agreement or document is specified, (b) the word “including” will be construed as “including without limitation,” (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively and (e) references to a particular Person include such Person’s successors and assigns to the extent not expressly prohibited by this Settlement Agreement.

2. ACCOUNTING STATEMENT. Prior to the execution and delivery of this Settlement Agreement, MasterCard has delivered to TJX the Accounting Statement, a copy of which is attached as Exhibit 2 to this Settlement Agreement. MasterCard hereby represents and warrants to TJX that (i) the Alerted-On Accounts constitute not more than 26.1 million unique MasterCard Accounts; (ii) the Eligible MasterCard Issuers’ Alerted-On Accounts constitute, in the aggregate, not less than 86% of all MasterCard Issuers’ Alerted-On Accounts; (iii) the Claimed-On Accounts that are the subject of the operating expense reimbursement Issuer Claims filed with MasterCard by Eligible MasterCard Issuers and their Affiliated Issuers in connection with the TJX Intrusion constitute, in the aggregate, 13,354,885 MasterCard Accounts and include, in the aggregate, 3,537,530 Reissued Accounts and 9,817,355 Specially Monitored Accounts; (iv) except for the Mistaken Issuer Claims, MasterCard has no reason to believe that any Eligible MasterCard Issuer or any Affiliated Issuer of any Eligible MasterCard Issuer has failed to comply with the “one-claim-per-account” provisions of Section 10.3.4 of the MasterCard Security Rules and Procedures manual in its operating expense reimbursement Issuer Claim relative to its Claimed-On Accounts; and (v) each entity identified in the Accounting Statement as an Eligible MasterCard Issuer is a MasterCard Issuer and no

MasterCard Issuer identified in the Accounting Statement as an Eligible MasterCard Issuer is a Sponsored Issuer of any other MasterCard Issuer identified in the Accounting Statement as an Eligible MasterCard Issuer. MasterCard hereby further represents and warrants to TJX that (i) the Accounting Statement correctly sets forth the information required to be set forth therein by the terms of the definition of the term "Accounting Statement"; (ii) except with respect to the Mistaken Issuer Claims (as to which the number of Claimed-On Accounts evidenced by each Mistaken Issuer Claim has been reduced by the number of such Accounts in excess of the Adjusted Worksheet Account Total for such Claim), the calculations and the numbers set forth in the Accounting Statement with respect to the Eligible MasterCard Issuers' Claimed-On Accounts, Reissued Accounts, and Specially Monitored Accounts accurately reflect the numerical information provided to MasterCard by the Eligible MasterCard Issuers and their Affiliated Issuers in the Issuer Claims; (iii) the numerical information included in any Issuer Claim was included by MasterCard once and only once in the calculations and numbers set forth in the Accounting Statement; and (iv) the Mistaken Issuer Claims were filed by the Eligible MasterCard Issuers (or by Affiliated Issuers of the Eligible MasterCard Issuers) indicated by a check mark on the Accounting Statement, and the aggregate number of Claimed-On Accounts evidenced by all Mistaken Issuer Claims is less than 70,000 and does not exceed the aggregate number of all Adjusted Worksheet Account Totals evidenced by all Mistaken Issuer Claims by more than 1,000. MasterCard shall in no event be deemed to be in breach of the representations and warranties contained in clause (iv) of the second sentence of this Section 2 and clause (iii) of the first sentence of Section 4.3 merely because, in regard to the Issuer Claim in question, MasterCard failed to notify the MasterCard Issuer that filed such Issuer Claim that MasterCard populated Item 4.1 of the Worksheet for such Issuer Claim with a number of MasterCard Accounts that was not fully deduplicated and/or failed to determine whether (i) the number of Claimed-On Accounts in such Issuer Claim before deducting the number of MasterCard Accounts, if any, appearing in Items 5.2-5.4 and 6.2-6.3 of the Worksheet for such Issuer Claim was greater than (ii) the Adjusted Worksheet Account Total for such Issuer Claim minus the number of MasterCard Accounts, if any, appearing in Items 4.2-4.5 of the Worksheet for such Issuer Claim.

3. **ALTERNATIVE RECOVERY OFFER.** MasterCard hereby agrees to send to each Eligible MasterCard Issuer an offer of a certain specified dollar amount (which amount shall be determined by MasterCard, as to each Eligible MasterCard Issuer, in its sole discretion) (the amount so determined by MasterCard for each Eligible MasterCard Issuer is herein called the "Alternative Recovery Amount") as an alternative to any recovery in connection with such Eligible MasterCard Issuer's Claimed-On Accounts that such Eligible MasterCard Issuer and its Claiming Sponsored Issuers might be entitled to under the MasterCard Operating Regulations by reason of losses or costs allegedly incurred by such Eligible MasterCard Issuer and its Claiming Sponsored Issuers by reason of the TJX Intrusion (each such offer to an Eligible MasterCard Issuer is called an "Alternative Recovery Offer"), and MasterCard agrees to recommend acceptance by each Eligible MasterCard Issuer of its Alternative Recovery Offer. In communicating the Alternative Recovery Offers to Eligible MasterCard Issuers, MasterCard shall provide each Eligible MasterCard Issuer with a copy of this Settlement Agreement (without Exhibit 2) and with full and fair disclosure regarding the pros and cons of accepting its Alternative Recovery Offer.

3.1. Alternative Recovery Acceptance. Any Eligible MasterCard Issuer which desires to accept its Alternative Recovery Offer must, on or before the Acceptance Deadline (or the Extended Acceptance Deadline, if applicable) duly execute and deliver to MasterCard an "Alternative Recovery Acceptance" of such Eligible MasterCard Issuer in the form attached as Exhibit 3.1 to this Settlement Agreement or in such other form as may be approved in writing by TJX and MasterCard as to such Eligible MasterCard Issuer (an Eligible MasterCard Issuer's "Alternative Recovery Acceptance") (each such Eligible MasterCard Issuer is herein called an "Accepting Issuer"). No Eligible MasterCard Issuer shall be deemed to have validly accepted its Alternative Recovery Offer and thereby have become an Accepting Issuer unless such Eligible MasterCard Issuer shall have duly executed and timely delivered to MasterCard its Alternative Recovery Acceptance and such duly executed Alternative Recovery Acceptance shall have been timely delivered to TJX by MasterCard.

3.2. Alternative Recovery Amount. Effective on the Consummation Date, each Accepting Issuer shall be entitled to receive from MasterCard the Alternative Recovery Amount as calculated by MasterCard for such Accepting Issuer.

3.3. Maximum Settlement Amount. The aggregate amount of TJX's payment obligation under this Settlement Agreement shall not in any event exceed \$23,989,750 (the "Maximum Settlement Amount"), which amount is subject to reduction as provided in Section 3.4 below.

3.4. Reduction for Non-Acceptances. The Maximum Settlement Amount was agreed upon by the parties based upon an assumed 100% acceptance of the Alternative Recovery Offers by all Eligible MasterCard Issuers. Accordingly, in the event the Opt-In Threshold Condition shall have been satisfied but one or more Eligible MasterCard Issuers shall not have validly accepted its or their Alternative Recovery Offer(s) (the "Non-Accepting Issuers"), the Maximum Settlement Amount shall be reduced by the "Aggregate Non-Accepted Offers Amount," which shall be determined as follows: for each Non-Accepting Issuer, that Non-Accepting Issuer's "Non-Accepted Offer Amount" shall be an amount equal to the sum of (x) the number of such Non-Accepting Issuer's Reissued Accounts as shown in the Accounting Statement multiplied by \$0.50, plus (y) the number of such Non-Accepting Issuer's Specially Monitored Accounts as shown in the Accounting Statement multiplied by \$0.125; the "Aggregate Non-Accepted Offers Amount" shall be the aggregate amount of the Non-Accepted Offer Amounts of all Non-Accepting Issuers up to but not exceeding a maximum aggregate amount of \$400,000 for all such Non-Accepted Offer Amounts; and the "Adjusted Settlement Amount" shall be the amount obtained by subtracting the Aggregate Non-Accepted Offers Amount from the Maximum Settlement Amount.

#### 4. UNSATISFIED THRESHOLD EVENT; ALTERNATIVE RECOVERY ACCEPTANCE REPORT; MASTERCARD REPRESENTATIONS; DELIVERY OF ACCEPTANCES.

4.1. Unsatisfied Threshold Event. In the event that the Unsatisfied Threshold Event shall occur, MasterCard shall deliver (as provided in clause (a), (b) or (d) of Section 10.1) to TJX a written certification to that effect not later than 5:00 p.m., Eastern time, three (3) Business Days following the Acceptance Deadline or, if applicable, the Extended Acceptance

Deadline, and the delivery of such written certification shall constitute a representation and warranty by MasterCard, and MasterCard shall be deemed to represent and warrant by such delivery, that the information contained therein is true and correct.

4.2. Alternative Recovery Acceptance Report. If the Unsatisfied Threshold Event shall not have occurred, and, accordingly, the Opt-In Threshold Condition shall have been satisfied, MasterCard shall deliver (as provided in clause (a), (b) or (d) of Section 10.1) to TJX not later than 5:00 p.m., Eastern Time three (3) Business Days following the Acceptance Deadline or, if applicable, the Extended Acceptance Deadline, a written report (the "Alternative Recovery Acceptance Report") identifying by name and MasterCard BID number (and by the numerical identifier used for such Eligible MasterCard Issuer in the Accounting Statement) each Eligible MasterCard Issuer that validly accepted its Alternative Recovery Offer and is thereby an Accepting Issuer. The Alternative Recovery Acceptance Report shall set forth (i) MasterCard's calculation of the Accepting Issuers' aggregate number of Alerted-On Accounts and Claimed-On Accounts, such calculation to be broken down on an issuer-by-issuer basis that sets forth for each Accepting Issuer (together with the name and MasterCard BID number of such Accepting Issuer and the numerical identifier used for such Accepting Issuer in the Accounting Statement) the number of its Alerted-On Accounts and Claimed-On Accounts, and how many of its Claimed-On Accounts constitute Reissued Accounts and how many constitute Specially Monitored Accounts, (ii) MasterCard's calculation demonstrating that the Opt-In Threshold Condition has been satisfied as provided in Section 8.1, and (iii) MasterCard's calculation of the Adjusted Settlement Amount as provided in Section 3.4.

4.3. MasterCard Representations. The delivery of the Alternative Recovery Acceptance Report by MasterCard shall constitute a representation and warranty by MasterCard, and MasterCard shall be deemed to represent and warrant by such delivery, that (i) except with respect to the Mistaken Issuer Claims (as to which the number of Claimed-On Accounts evidenced by each Mistaken Issuer Claim has been reduced by the number of such Accounts in excess of the Adjusted Worksheet Account Total for such Claim), MasterCard has in the Alternative Recovery Acceptance Report correctly set forth the names and MasterCard BID numbers of the Accepting Issuers and the number of each Accepting Issuer's Alerted-On Accounts and Claimed-On Accounts (including the number of each Accepting Issuer's Reissued Accounts and Specially Monitored Accounts), (ii) each Accepting Issuer identified as such in the Alternative Recovery Acceptance Report has timely provided MasterCard with a complete and duly executed Alternative Recovery Acceptance, (iii) except for the Mistaken Issuer Claims, MasterCard has no reason to believe that any Accepting Issuer or any Affiliated Issuer of any Accepting Issuer failed to comply with the "one-claim-per-account" provisions of Section 10.3.4 of the MasterCard Security Rules and Procedures manual in its operating expense reimbursement Issuer Claim relative to such Accepting Issuer's Claimed-On Accounts, (iv) MasterCard has in the Alternative Recovery Acceptance Report correctly calculated that the Opt-In Threshold Condition has been satisfied as provided in Section 8.1 and has correctly calculated the Adjusted Settlement Amount as provided in Section 3.4, and (v) the numerical information contained in the Alternative Recovery Acceptance Report with respect to the Accepting Issuers' Claimed-On Accounts accurately reflects such numerical information as it was provided to MasterCard by the Accepting Issuers in their Alternative Recovery Acceptances and matches such numerical information as it was provided to MasterCard by the Accepting Issuers and their Affiliated Issuers in their Issuer Claims and as it was set forth as to the Accepting Issuers in the Accounting

Statement. MasterCard's liability for breach of the representation and warranty contained in clause (iii) of the preceding sentence shall be limited to the extent provided in the last sentence of Section 2.

4.4. Delivery of Alternative Recovery Acceptances. In the event that the Unsatisfied Threshold Event shall not have occurred and, accordingly, the Opt-In Threshold Condition shall have been satisfied, not later than five (5) Business Days after MasterCard has delivered the Alternative Recovery Acceptance Report to TJX, MasterCard shall deliver to TJX a true and correct copy of each of the Alternative Recovery Acceptances executed and delivered by each of the Accepting Issuers that is identified as an Accepting Issuer in the Alternative Recovery Acceptance Report. The delivery of the Alternative Recovery Acceptances by MasterCard shall constitute a representation and warranty by MasterCard, and MasterCard shall be deemed to represent and warrant by such delivery, that Schedule I of each Alternative Recovery Acceptance accurately sets forth, as shown in MasterCard's records at December 31, 2007, the Sponsored Issuer(s), including any Affiliated Issuer(s), of the Accepting Issuer that executed such Alternative Recovery Acceptance. The date on which MasterCard has delivered all of such Alternative Recovery Acceptances to TJX as required by this Section 4.4 is defined herein as the "Acceptance Delivery Date."

5. PAYMENT AND POST-CONSUMMATION COVENANT BY TJX. In the event that the Unsatisfied Threshold Event shall not have occurred and, accordingly, the Opt-In Threshold Condition shall have been satisfied, TJX agrees to pay the Adjusted Settlement Amount to MasterCard in same day funds on the Consummation Date (by federal wire transfer to a bank account specified by MasterCard on not less than two (2) Business Days advance written notice), provided that (i) the Alternative Recovery Acceptance Report shall have been delivered to TJX by MasterCard as provided in Section 4.2; (ii) copies of all of the Alternative Recovery Acceptances shall have been delivered to TJX by MasterCard as provided in Section 4.4; and (iii) the other conditions to consummation of the Settlement Agreement and to the occurrence of the Consummation Date set forth herein shall have been satisfied. TJX agrees that, upon and subject to the Consummation Date having occurred, TJX and the TJX Acquirers and its and their Affiliated Persons shall have no claim against any Accepting Issuer based upon an alleged breach of the representation and warranty contained in clause (iv) of the first sentence of the second paragraph of such Accepting Issuer's Alternative Recovery Acceptance to the extent, and only to the extent, that the misrepresentation in question was made innocently and occurred as a result of MasterCard's having populated Item 4.1 of the Worksheet for such Issuer Claim with a number of MasterCard Accounts that was not fully deduplicated; provided, however, that this sentence shall not prevent TJX or any of the TJX Acquirers or any of its or their Affiliated Persons from raising any such misrepresentation as a defense, offset, or counterclaim to any claim such Accepting Issuer may assert against any of them.

6. FINE APPEALS/MASTERCARD RELEASE. Upon and subject to the Consummation Date having occurred, TJX shall cause the appropriate TJX Acquirers to withdraw with prejudice their pending appeals of the non-compliance assessments previously imposed on and collected from the TJX Acquirers in connection with the TJX Intrusion, which non-compliance assessments aggregate \$1,210,250 in amount. Subject to the Consummation Date occurring as provided herein, MasterCard hereby agrees that no further non-compliance assessments will be imposed or collected and no changes in interchange fee rates will be

imposed by MasterCard in connection with the TJX Intrusion, and MasterCard hereby releases and agrees not to assert any claim or assessment of any kind (including any claim or assessment seeking to recover any amount that MasterCard may award or allow on, or otherwise asserting any rights or obligations or demanding any payment in connection with or by reason of, any issuer compliance or operating expense reimbursement claim asserted under the MasterCard Operating Regulations by or on behalf of any MasterCard Issuer before or after the date of this Settlement Agreement) that otherwise might be asserted by MasterCard against TJX or any of the TJX Acquirers or any of its or their Affiliated Persons (a) with respect to the TJX Intrusion (whether or not such claim or assessment or the facts, events, or occurrences giving rise thereto were known, suspected, or anticipated by MasterCard as of the date of this Settlement Agreement and may have materially affected MasterCard's decision to agree to this Settlement Agreement if known) or (b) by reason of any alleged non-compliance by TJX or the TJX Acquirers or any of its or their Affiliated Persons with any of the data security requirements of the MasterCard Operating Regulations on or before the date of this Settlement Agreement (an "Alleged Non-Compliance") to the extent such Alleged Non-Compliance relates to the TJX Intrusion (whether or not such Alleged Non-Compliance was known, suspected or anticipated by MasterCard as of the date of this Settlement Agreement and may have materially affected MasterCard's decision to agree to this Settlement Agreement if known) or was known to MasterCard as of the date of this Settlement Agreement, or had been disclosed in one of the Reports on Compliance (whether or not such Alleged Non-Compliance relates to the TJX Intrusion); provided, however, that the release and agreement not to assert certain claims or assessments contained in clause (b) shall not be interpreted to extend to any claim or assessment by MasterCard (i) where an Alleged Non-Compliance is alleged to have continued after the date of this Settlement Agreement and such claim or assessment is asserted or imposed with respect to that portion of the Alleged Non-Compliance that is alleged to have occurred or continued after the date of this Settlement Agreement, (ii) where an Alleged Non-Compliance is alleged to have resulted in an actual or possible account data compromise event and such alleged account data compromise event was not known to MasterCard as of the date of this Settlement Agreement and such claim or assessment is asserted or imposed with respect to such account data compromise event, (iii) where such claim or assessment is the return of a transaction by a MasterCard Issuer to a TJX Acquirer as a chargeback pursuant to Chapters 1 and 3 of the MasterCard Chargeback Guide manual, or (iv) where such claim or assessment is based upon an Alleged Non-Compliance by a TJX Acquirer that concerns a merchant other than TJX and its Affiliated Persons.

7. RELEASE; CONSUMMATION DATE.

7.1. Release. On the Consummation Date, upon and subject to the satisfaction of all of the other conditions set forth in Section 7.2 below, TJX hereby agrees that it shall deliver to MasterCard a duly executed version of the form of release attached to this Settlement Agreement as Exhibit 7.1 (the "Release").

7.2. Conditions to Consummation; Consummation Date. It is a condition to the consummation of the settlement contemplated by this Settlement Agreement that the Opt-In Threshold Condition shall have been satisfied and a termination notice pursuant to Section 8.2 shall not have been given by TJX or MasterCard. In the event that the Opt-In Threshold Condition shall have been satisfied and such a termination notice has not been given, this

Settlement Agreement shall be consummated on the date that is five (5) Business Days after the Acceptance Delivery Date (the "Consummation Date") by TJJ paying MasterCard the Adjusted Settlement Amount as required by Section 5 and delivering the Release to MasterCard as required by Section 7.1, provided that all of the following additional conditions to consummation of the settlement contemplated by this Settlement Agreement shall have also been satisfied:

(a) MasterCard shall have delivered to TJJ (i) the Alternative Recovery Acceptance Report as required by Section 4.2 and (ii) copies of the Alternative Recovery Acceptances as required by Section 4.4; and

(b) The representations and warranties of MasterCard shall be true and correct in all material respects on the Consummation Date with the same force and effect as if made as of the Consummation Date and MasterCard shall have performed and complied with all agreements, obligations and covenants contained in this Settlement Agreement that are required to be performed or complied with by it.

**8. OPT-IN THRESHOLD CONDITION; TERMINATION, ETC.**

8.1. Opt-In Threshold Condition. The obligations of TJJ to pay MasterCard the Adjusted Settlement Amount and to deliver the Release to MasterCard as set forth in Section 7 are subject to the condition that at or before 5:00 p.m., Eastern time, on May 2, 2008 (the "Acceptance Deadline") the Alternative Recovery Offers shall have been validly accepted by Eligible MasterCard Issuers that (together with their Claiming Sponsored Issuers) in the aggregate issued not less than ninety percent (90%) of the Claimed-On Accounts of all the Eligible MasterCard Issuers (such percentage acceptance by Eligible MasterCard Issuers is herein called the "Opt-In Threshold Condition"); provided, however, that in the event that as of the Acceptance Deadline Eligible MasterCard Issuers that (together with their Claiming Sponsored Issuers) in the aggregate issued at least 80% (but less than 90%) of the Claimed-On Accounts of all the Eligible MasterCard Issuers have validly accepted their Alternative Recovery Offers, MasterCard may, by written notice to TJJ delivered not later than 5:00 p.m., Eastern Time, on the day after the Acceptance Deadline, extend the Acceptance Deadline by five (5) Business Days (as so extended, the "Extended Acceptance Deadline").

8.2. Termination. This Agreement shall automatically terminate in the event that the Opt-In Threshold Condition shall not have been satisfied, and this Agreement may also be terminated (the date on which the Agreement is terminated, the "Termination Date") at any time prior to the Consummation Date

8.2.1. by mutual written consent of TJJ and MasterCard;

8.2.2. by TJJ, by written notice to MasterCard, if either (i) there has been or will be a material breach of, or inaccuracy in, any representation or warranty of MasterCard contained in this Settlement Agreement as of the date of this Settlement Agreement or as of any subsequent date (other than representations or warranties that expressly speak only as of a specific date or time, with respect to which TJJ's right to terminate will arise only in the event of a breach of, or inaccuracy in, such representation or warranty as of such specified date

or time), or (ii) MasterCard has breached or violated any of its covenants and agreements contained in this Settlement Agreement; and

8.2.3. by MasterCard, by written notice to TJX, if either (i) there has been or will be a material breach of, or inaccuracy in, any representation or warranty of TJX contained in this Settlement Agreement as of the date of this Settlement Agreement or as of any subsequent date (other than representations or warranties that expressly speak only as of a specific date or time, with respect to which MasterCard's right to terminate will arise only in the event of a breach of, or inaccuracy in, such representation or warranty as of such specified date or time), or (ii) TJX has breached or violated any of its covenants and agreements contained in this Settlement Agreement.

Effective upon the occurrence of the Unsatisfied Threshold Event and effective upon the giving of any such notice (delivered as provided in Section 10.1), this Settlement Agreement shall terminate and be void and shall be of no further force or effect, except as provided in Section 8.3.

8.3. Effect of Termination. If this Settlement Agreement is terminated as provided by or pursuant to the provisions of Section 8.2, such termination shall be effective as against both parties to this Settlement Agreement and shall be without liability of either party to the other party to this Settlement Agreement, except for liabilities arising in respect of breaches of representations and warranties and covenants under this Agreement by either party on or prior to the Termination Date. In the event of such termination it is agreed by the parties that, as provided in Section 10.14, none of MasterCard's agreement to present the Alternative Recovery Offers to Eligible MasterCard Issuers, TJX's agreement to pay the Adjusted Settlement Amount, or any other provision of this Settlement Agreement shall be cited in any way by MasterCard or TJX, or be deemed evidence of an admission on the part of either of the parties, in any subsequent dispute regarding the propriety of the standard compliance or issuer reimbursement processes under the MasterCard Operating Regulations or in any other subsequent dispute other than a dispute relative to the enforcement of this Settlement Agreement. The provisions of this Section 8.3 and Section 10 shall survive any termination pursuant to Section 8.2.

#### 9. REPRESENTATIONS AND WARRANTIES; MASTERCARD AND TJX INDEMNIFICATION.

9.1. Representations and Warranties. Each of the parties to this Settlement Agreement hereby makes the following representations and warranties to the other party:

9.1.1. Representations and Warranties of MasterCard. In addition to its representations and warranties made (i) in Section 2, and (ii) in connection with either the delivery of the certification regarding the Unsatisfied Threshold Event as provided in Section 4.1 or the delivery of the Alternative Recovery Acceptance Report and the Alternative Recovery Acceptances as provided in Section 4.3 and Section 4.4, MasterCard hereby represents and warrants that:

(a) The execution, delivery and performance of this Settlement Agreement, including the Exhibits to which MasterCard is a party, and the consummation by MasterCard of the transactions contemplated hereby and



thereby, are within its corporate powers and have been duly authorized by all necessary corporate action. This Settlement Agreement constitutes, and each of the Exhibits to which MasterCard is a party when executed and delivered by it will constitute, a valid and binding agreement of MasterCard, enforceable against MasterCard in accordance with its terms, except to the extent such enforceability may be limited to bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally and general principles of equity.

(b) The execution, delivery and performance by MasterCard of this Settlement Agreement and the Exhibits to which MasterCard is a party (a) do not and will not (i) violate the certificate of incorporation or by-laws of MasterCard, or (ii) require any consent that has not been given or other action that has not been taken by any Person under any instrument binding upon MasterCard, and (b) do not require any action by or filing with any domestic or foreign, federal, state or local governmental authority, department, court or agency.

9.1.2. Representations and Warranties of TJX. TJX hereby represents and warrants that:

(a) The execution, delivery and performance of this Settlement Agreement, including the Exhibits to which TJX is a party, and the consummation by TJX of the transactions contemplated hereby and thereby, are within its corporate powers and have been duly authorized by all necessary corporate action. This Settlement Agreement constitutes, and each of the Exhibits to which TJX is a party when executed and delivered by it will constitute, a valid and binding agreement of TJX, enforceable against TJX in accordance with its terms, except to the extent such enforceability may be limited to bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally and general principles of equity.

(b) The execution, delivery and performance by TJX of this Settlement Agreement and the Exhibits to which TJX is a party (a) do not and will not (i) violate the certificate of incorporation or by-laws of TJX, or (ii) require any consent that has not been given or other action that has not been taken by any Person under any instrument binding upon TJX, and (b) do not require any action by or filing with any domestic or foreign, federal, state or local governmental authority, department, court or agency.

(c) The 2007 Level 1 — PCI Data Security Standards Report on Compliance dated October 16, 2007 prepared for TJX by VeriSign Inc. found all applicable requirements of the Payment Card Industry Data Security Standards to be "in place."

9.2. MasterCard Indemnification. MasterCard agrees to indemnify TJX and the TJX Acquirers and its and their respective Affiliated Persons against and shall hold each of them harmless from any and all damage, loss, liability, fines, penalties and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection

with any action, suit or proceeding whether involving a third party claim or a claim solely between the parties hereto) incurred or suffered by TJX or any of the TJX Acquirers or any of its or their respective Affiliated Persons arising out of any misrepresentation or breach of warranty or breach of covenant or agreement made or to be performed by MasterCard pursuant to this Settlement Agreement.

9.3. **TJX Indemnification.** TJX agrees to indemnify MasterCard and its Affiliated Persons against and shall hold each of them harmless from any and all damage, loss, liability, fines, penalties and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding whether involving a third party claim or a claim solely between the parties hereto) incurred or suffered by MasterCard or any of its Affiliated Persons arising out of any misrepresentation or breach of warranty or breach of covenant or agreement made or to be performed by TJX pursuant to this Settlement Agreement.

#### 10. MISCELLANEOUS.

10.1. **Notices.** All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Settlement Agreement must be in writing and must be delivered, given or otherwise provided:

- (a) by hand (in which case, it will be effective upon delivery);
- (b) by facsimile (in which case, it will be effective upon receipt of confirmation of good transmission);
- (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the Business Day after being deposited with such courier service); or
- (d) by electronic mail (in which case it will be effective on transmission to each representative of a party for whom an email address is listed below, unless the party making delivery is notified that it was not received by such a representative of the other party);

in each case, to the address (or facsimile number or e-mail address) listed below:

If to MasterCard, to it at:

MasterCard International Incorporated  
2000 Purchase Street  
Purchase, NY 10577  
Facsimile Number: (914) 249-3040  
joshua\_peirez@mastercard.com  
Attention: Joshua Peirez

with a copy to:

Mastercard International Incorporated  
2000 Purchase Street  
Purchase, NY 10577  
Facsimile Number: (914) 249-4262  
Attention: Noah Hanft, Esq., General Counsel

Golenbock Eiseman Assor Bell & Peskoe LLP  
437 Madison Avenue, 35th Floor  
New York, NY 10022  
Facsimile number: (212) 754-0777  
mhyman@golenbock.com  
Attention: Martin S. Hyman, Esq.

If to TJX, to it at:

770 Cochituate Road  
Framingham, Massachusetts 01701  
Facsimile number: (508) 390-5022  
Ann\_McCauley@tjx.com  
Attention: Ann McCauley, Esq., Senior Vice President and General Counsel

with a copy to:

Ropes & Gray LLP  
One International Place  
Boston, Massachusetts 02110  
Facsimile number: (617) 951-7050  
Douglas.Meal@ropesgray.com  
Attention: Douglas H. Meal, Esq.

Each of the parties to this Settlement Agreement may specify a different address or facsimile number or email address by giving notice in accordance with this Section 10.1 to each of the other parties. Any party delivering, giving, or otherwise providing any notice pursuant to clause (b) or (d) above shall follow up such notice by delivering a hard copy of such notice to the other party pursuant to clause (a) or (c) above; provided, however, that the failure of such party to deliver such a follow-up hard copy to the other party shall not affect the effectiveness of the notice in question.

10.2. Succession and Assignment; No Third-Party Beneficiary. This Settlement Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party for all purposes of this Settlement Agreement. No party may assign, delegate or otherwise transfer either this Settlement Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. This Settlement

Agreement is for the sole benefit of the parties and nothing in this Settlement Agreement (whether expressed or implied) will give or be construed to give any Person (including without limitation Eligible MasterCard Issuers), other than the parties, any legal or equitable rights in connection with this Settlement Agreement except that (i) the TJX Acquirers and their Affiliated Persons and the Affiliated Persons of TJX are intended beneficiaries of the provisions of Section 6 and Section 9.2 to the extent of enforcing the release and covenant provided to them in Section 6, (ii) the TJX Acquirers and their Affiliated Persons and the Affiliated Persons of TJX are the intended beneficiaries of the Alternative Recovery Acceptances to the extent of enforcing the release and covenant not to sue and indemnity provided to them therein, (iii) the Affiliated Persons of MasterCard are intended beneficiaries of the Alternative Recovery Acceptances to the extent of enforcing the release and covenant not to sue and indemnity provided to them therein and the provisions of Section 9.3 to the extent of enforcing the release provided to them in the Release, and (iv) the Released Parties (as that term is defined in the Release) are intended beneficiaries of the Release to the extent of enforcing the release provided to them therein.

10.3. Amendments and Waivers. No amendment or waiver of any provision of this Settlement Agreement will be valid and binding unless it is in writing and signed, in the case of an amendment, by MasterCard and TJX, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of or, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will extend to any prior or subsequent breach or violation of, default under, or inaccuracy in, any such representation, warranty or covenant or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Settlement Agreement will operate as a waiver thereof.

10.4. Entire Agreement. This Settlement Agreement, together with any documents, instruments and certificates explicitly referred to herein, constitutes the entire agreement among the parties with respect to the subject matter of this Settlement Agreement and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, with respect such subject matter (other than the parties' existing confidentiality obligations to one another with respect to such subject matter).

10.5. Counterparts; Effectiveness. This Settlement Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. A facsimile signature shall be deemed an original for purposes of this Settlement Agreement. This Settlement Agreement will become effective when duly executed by each party hereto.

10.6. Non-Severability. The parties to this Settlement Agreement have negotiated the provisions of this Settlement Agreement as an integral whole and would not have entered into this Settlement Agreement if the provisions hereof had not been written as they appear herein. Accordingly, if at any time, whether before or after the Consummation Date, any term or provision of this Settlement Agreement or any document delivered pursuant to this Settlement Agreement should be held invalid or unenforceable by any court of competent jurisdiction, the parties intend that this Settlement Agreement may be terminated by written notice to the other party referencing this Section 10.6 and delivered in accordance with Section

10.1, which notice shall have the same effect as if a termination notice pursuant to Section 8.2 had been delivered, as provided in Section 8.3, and that each party shall thereafter take such action as may be necessary to restore the other party to its position immediately prior to its execution of this Settlement Agreement.

10.7. Headings. The headings contained in this Settlement Agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

10.8. Construction. The parties have participated jointly in the negotiation and drafting of this Settlement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Settlement Agreement. The parties intend that each representation, warranty and covenant contained herein will have independent significance. If any party has breached or violated, or if there is an inaccuracy in, any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached or violated, or in respect of which there is not an inaccuracy, will not detract from or mitigate the fact that the party has breached or violated, or there is an inaccuracy in, the first representation, warranty or covenant.

10.9. Survival of Covenants, Reliance, etc. All covenants, agreements, representations and warranties made in this Settlement Agreement shall survive the execution and delivery of this Agreement, the delivery of the other instruments referenced herein as Exhibits, and if it should occur, the Consummation Date, provided that representations and warranties shall not be required to be true and correct on and as of any date after the Consummation Date. No investigation made by any party and no knowledge of any breach of the other party obtained by any party or on its behalf shall impair the materiality or enforceability of any covenant, agreement, representation or warranty contained in this Settlement Agreement or the right of such party to rely upon each such covenant, agreement, representation and warranty notwithstanding such party's investigation or knowledge.

10.10. Governing Law. This Settlement Agreement, and the rights of the parties and all actions arising in whole or in part under it, will be governed by and construed in accordance with the domestic substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

10.11. Jurisdiction; Venue and Limitation on Actions; Service of Process.

10.11.1. Jurisdiction. Each party to this Settlement Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts located in the Borough of Manhattan of the State of New York and the United States District Court located in the Southern District of New York for the purpose of any action between the parties arising in whole or in part under or in connection with this Settlement Agreement, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally

to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Settlement Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence any such action other than before one of the above-named courts. Notwithstanding the previous sentence a party may commence any action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

10.11.2. Venue and Limitation on Actions. Each party agrees that for any action between the parties arising in whole or in part under or in connection with this Settlement Agreement, such party may bring actions only in the state courts located in the Borough of Manhattan or in the United States District Court for the Southern District of New York. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction. Notwithstanding anything to the contrary in any otherwise applicable law or statute, no action arising in whole or in part under or in connection with this Settlement Agreement may be brought unless such action is commenced within two years after the accrual of the claim that is the basis for such action.

10.11.3. Service of Process. Each party hereby (a) consents to service of process in any action between the parties arising in whole or in part under or in connection with this Settlement Agreement in any manner permitted by New York law, (b) agrees that service of process made in accordance with clause (a) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10.1, will constitute good and valid service of process in any such action and (c) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

10.12. Specific Performance. The parties will have such entitlement as may be provided under applicable law to seek and obtain an injunction or injunctions to prevent breaches or violations of the provisions of this Settlement Agreement and to enforce specifically this Settlement Agreement and the terms and provisions hereof in any action instituted in accordance with Section 10.11, in addition to any other remedy to which the parties may be entitled, at law or in equity.

10.13. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS SETTLEMENT AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT

AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS SETTLEMENT AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

10.14. No Admission of Liability. Neither this Settlement Agreement nor the Alternative Recovery Offers, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Alternative Recovery Offers: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any claim or right of recovery or cause of action against or by, or of any wrongdoing or liability of either of the parties to this Settlement Agreement, the TJX Acquirers or the Affiliated Persons of each of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of either of the parties to this Settlement Agreement, the TJX Acquirers or the Affiliated Persons of each of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Either of the parties to this Settlement Agreement may file this Settlement Agreement, the Release, and/or the Alternative Recovery Acceptances in any action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.15. SEC Filings; Public Announcements. The parties agree that, in the event this Settlement Agreement is filed by either of them with the Securities and Exchange Commission, such filing will not include Exhibit 2. The parties further agree that their public announcement of this Settlement Agreement will be made by means of a press release by TJX (in the form attached hereto as Exhibit 10.15A), and by public disclosure by MasterCard (in the form attached hereto as Exhibit 10.15B).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Settlement Agreement as an agreement under seal as of the date first above written.

MASTERCARD INTERNATIONAL INCORPORATED

By: /s/ Eileen S. Simon  
Name: Eileen S. Simon  
Title: Group Executive, Associate General Counsel

THE TJX COMPANIES, INC.

By: /s/ Donald G. Campbell  
Name: Donald G. Campbell  
Title: Vice Chairman

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**[Issuer's Letterhead]**  
**Issuer Claim for Reimbursement Worksheet**

Issuers must ensure that the claim worksheet includes all of the following items and is completed accurately. MasterCard may audit the claim worksheet for accuracy. Inaccurate or incomplete information may lead to a claim being reduced or rejected by MasterCard.

1.	MasterCard Alerts case number <sup>a</sup>		_____
2	Issuing member ID/ICA number: <sup>b</sup>		_____
3.	E-mail address of the issuer's Security Contact: <sup>c</sup>		_____
4.1	Number of accounts reported to the issuer via MasterCard Alerts: <sup>d</sup>		_____
4.2	Number of accounts closed before the date of the MasterCard Alerts notification:		_____
4.3	Number of accounts sold or transferred to another issuer's member ID/ICA number before the MasterCard Alerts notification, or within 60 calendar days after such notification:		_____
4.4	Number of accounts reissued that had prior fraudulent activity or that the issuer reissued as a result of a compromise event for which the issuer bore responsibility, except for those cards reissued with a new expiration date before the MasterCard Alerts notification date:		_____
4.5	Number of accounts that the issuer scheduled for the reissuance under the normal course of business:		_____
4.6	Add lines 4.2, 4.3, 4.4, and 4.5:	<b>SUBTOTAL:</b>	_____
4.7	Line 4.1 less line 4.6:	<b>TOTAL:</b>	_____
5.1.	Of the Total accounts resulting from the calculation set forth in item 4.7 above, the number of accounts closed and reissued with a new account number:		_____
5.2	Number of accounts reissued with the same account number and the same expiration date:		_____
5.3	Number of accounts reissued with a new account number for reasons unrelated to the event reported by MasterCard Alerts:		_____
5.4	Number of accounts reissued more than 60 calendar days after the MasterCard Alerts notification date (unless the issuer submitted to MasterCard within the 60-day period a written statement of the issuer's intent to reissue a large volume of cards after the 60-day period): <sup>e</sup>		_____
	<i>Provide proof (insert a copy of e-mail or certified Letter in the text box below) that the issuer has submitted a written statement to MasterCard within the 60-day period after the MasterCard Alerts notification stating the issuer's intent to reissue a large volume of cards for the compromised accounts.</i>		
	Position TEXT BOX here		
5.5	Add lines 5.2, 5.3, and 5.4:	<b>SUBTOTAL:</b>	_____
5.6	Line 5.1 less line 5.5:	<b>TOTAL:</b>	_____
6.1	Of the Total accounts resulting from the calculation set forth in item 4.7 above, determine the number of accounts for which the issuer implemented special monitoring procedures in response to the MasterCard Alerts notification:		_____
6.2	Number of accounts that were not subject to special monitoring procedures initialed specifically as a result of the above MasterCard Alerts notification:		_____
6.3	Number of accounts not monitored during all of the 60 calendar days following the MasterCard Alerts notification date:		_____
6.4	Add lines 6.2 and 6.3:	<b>SUBTOTAL:</b>	_____
6.5	Line 6.3 less 6.4:	<b>TOTAL:</b>	_____
7.	Provide a description of the special monitoring, the card reissuance process initiated in response to the MasterCard Alerts notification, or both. Include analysts, system initiatives, and reporting. Indicate the criteria used to reissue the accounts specified in item 5.6 above. Describe specifically how the process differs from the "normal" monitoring and reissuance process.		
8.	Provide a quantification of the incremental monitoring procedure or card reissuance cost to the issuer regarding the case. These costs must be incremental to "normal" monitoring and card reissuance cost and apply only to the monitored and reissued accounts as reported in the Total of lines 5.6 and 6.5. Identify the specific, direct cost components attributed to the process described above and include; manual processing, cardholder communications, automated systems costs, card reissuance costs, and other relevant costs.		



9. Summarize the costs indicated in item 8 above on a per-account basis for both monitoring and reissuance. <sup>f</sup>

**Monitored Accounts:**

9.1 Number of accounts monitored (line 6.5):	_____	—
9.2 Unit cost per monitored account (USD):	_____	—
9.3 Total monitoring costs {Multiply line 9.1 by 9.2):	<b>SUBTOTAL:</b>	<b>\$</b> _____

**Reissued Accounts:**

9.4 Number of accounts reissued (line 5.6):	_____	—
9.5 Unit cost per reissued account (USD):	_____	—
9.6 Total reissuing costs (Multiply line 9.4 by 9.5):	<b>SUBTOTAL:</b>	<b>\$</b> _____

**Total:**

9.7 Total monitor and reissuance costs associated with the MasterCard Alerts case number (Add lines 9.3 and 9.6):	<b>TOTAL:</b>	<b>\$</b> _____
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**Notes:**

- a Use the main MasterCard Alerts Case Number in this field Members need only submit one Issuer Claim for Reimbursement Worksheet for a group of related MasterCard Alerts case numbers for all affected accounts related to this specific case.
- b Use the member's parent member ID/ICA number under which MasterCard reported the account numbers to the issuer via MasterCard Alerts. Do not list a child member or affiliate ID/ICA number, BIN, or processor ID. Parent members must aggregate all child, affiliate, or processor claims and submit a single claim under the parent member ID/ICA number.
- c Provide the e-mail address of the issuer's Security Contact This is the member contact responsible for the claim.
- d The number of MasterCard accounts affected as a result of the specific compromise event. This count may include only those accounts reported to the issuer via MasterCard Alerts. Issuers must ensure that the number of accounts submitted for reimbursement does not exceed the number of accounts MasterCard reported to the issuer via MasterCard Alerts.
- e An issuer may include in its claim the applicable recovery cose for cards reissued 60 calendar days or more after the MasterCard Alerts notification date only if the issuer submits a written statement to MasterCard within the 60-day period after the MasterCard Alerts notification stating the issuer's intent to reissue a large volume of cards for the compromised accounts and providing the reason why cards cannot be issued within the 60-day period MasterCard will use its sole discretion to determine whether to permit any reissuance cost reimbursement amount for cards issued after the 60-day time frame.
- f An issuer's claim for reimbursement can reflect only the costs related to reissuance of a card or monitoring of a potentially compromised account that remains open. For example, if an account was monitored, and then subsequently a card was reissued, the member only may seek reimbursement of the reissuance cost and not submit a claim seeking reimbursement for both monitoring and reissuance costs.

**CONFIDENTIAL**

**TJX  
Accounting Statement**

	# of Unique Accounts Published via MC Alerts
<b>Total Unique MC Accounts Published to Issuers That Submitted Claims (“Eligible Issuers’ Alerted-On Accounts”)</b>	<b>22,453,626</b>
<b>Total Unique MC Accounts Published to Issuers That Did Not Submit Claims</b>	<b>3,597,168</b>
<b>Total Unique MC Accounts Published to All Issuers (“Alerted-On Accounts”)</b>	<b>26,050,794</b>
<b>Total Unique MC Accounts Published to Issuers That Submitted Claims/Total Unique MC Accounts Published to All Issuers</b>	<b>86.19%</b>
<i>22,453,626 (Total Unique MC Accounts Published to Issuers That Submitted Claims) = 86.19%</i>	
<i>26,050,794 (Total Unique MC Accounts Published to All Issuers)</i>	
<b>Total Unique MC Accts Published to Issuers That Did Not Submit Claims/Total Unique MC Accts Published to All Issuers</b>	<b>13.81%</b>
<i>3,597,168 (Total Unique MC Accounts Published to Issuers That Did Not Submit Claims) = 13.81%</i>	
<i>26,050,794 (Total Unique MC Accounts Published to All Issuers)</i>	

**TJX  
Issuer Claims  
(With Adjustments for Mistaken Issuer Claims)**

<b>Member Name</b>	<b># Accounts Specially Monitored</b>	<b># Accounts Reissued</b>	<b>Total Accounts Claimed</b>	<b># Unique Accounts Pub. via MC Alerts</b>
Bank 1	1,226,143	2,057,527	3,283,670	5,852,479
Bank 2	1,826,730	3,298	1,830,028	2,015,730
Bank 3	1,539,474	113,354	1,652,828	2,321,876
Bank 4	1,333,070	4,054	1,337,124	1,919,667
Bank 5	1,148,016	3,954	1,151,970	1,388,270
Bank 6	1,008,374	66,189	1,074,563	2,331,598
Bank 7	695,938	17,682	713,620	804,379
Bank 8	540,408	34,543	574,951	575,003
Bank 9	0	446,251	446,251	797,089
Bank 10	122,416	874	123,290	239,717
Bank 11	0	87,611	87,611	97,373
Bank 12	77,861	114	77,975	134,435
Bank 13	5,754	68,503	74,257	88,323
Bank 14	38,352	34,800	73,152	158,250
Bank 15	0	71,781	71,781	76,167
Bank 16	0	70,870	70,870	128,011
Bank 17	70,862	0	70,862	83,300
Bank 18	10,297	59,285	69,582	238,822
Bank 19	34,353	11,017	45,370	45,373
Bank 20	2,752	35,399	38,151	213,827
Bank 21	0	31,999	31,999	32,008
Bank 22	15,579	15,579	31,158	46,139
Bank 23	0	30,339	30,339	153,409
Bank 24	0	30,242	30,242	67,912
Bank 25	26,680	106	26,786	49,359
Bank 26	0	26,752	26,752	1,327,992
Bank 27	19,716	0	19,716	24,576
Bank 28	0	18,978	18,978	33,440
Bank 29	0	17,965	17,965	28,880
Bank 30	0	16,173	16,173	16,173
Bank 31	95	14,356	14,451	84,329
Bank 32	0	13,903	13,903	27,306
Bank 33	12,783	497	13,280	27,696
Bank 34	11,890	0	11,890	11,904
Bank 35	0	11,296	11,296	91,607
Bank 36	0	10,623	10,623	11,804
Bank 37	0	10,299	10,299	28,756
Bank 38	979	9,097	10,076	53,194
Bank 39	0	9,452	9,452	14,437
Bank 40	8,762	0	8,762	229,863
Bank 41	0	8,582	8,582	12,790
Bank 42	5,628	2,322	7,950	54,666
Bank 43	7,853	0	7,853	10,517
Bank 44	2,053	5,008	7,061	8,752
Bank 45	4,263	1,756	6,019	8,443
Bank 46	0	5,685	5,685	46,843

**TJX**  
**Issuer Claims**  
**(With Adjustments for Mistaken Issuer Claims)**

<b>Member Name</b>	<b># Accounts Specially Monitored</b>	<b># Accounts Reissued</b>	<b>Total Accounts Claimed</b>	<b># Unique Accounts Pub. via MC Alerts</b>
Bank 47	0	4,864	4,864	7,502
Bank 48	3,164	1,565	4,729	10,682
Bank 49	0	4,402	4,402	6,130
Bank 50	2,078	2,078	4,156	18,426
Bank 51	2,283	1,753	4,036	8,915
Bank 52	3,704	39	3,743	12,101
Bank 53	838	2,773	3,611	13,714
Bank 54	101	3,230	3,331	28,685
Bank 55	0	3,261	3,261	4,696
Bank 56	0	3,234	3,234	6,374
Bank 57	0	3,196	3,196	6,113
Bank 58	128	2,963	3,091	3,713
Bank 59	96	2,882	2,978	3,169
Bank 60	2,884	35	2,919	3,608
Bank 61	2,036	876	2,912	3,062
Bank 62	63	2,273	2,336	2,490
Bank 63	0	2,215	2,215	2,215
Bank 64	0	2,176	2,176	2,584
Bank 65	0	2,083	2,083	14,113
Bank 66	874	775	1,649	2,171
Bank 67	0	1,610	1,610	1,610
Bank 68	0	1,409	1,409	5,270
Bank 69	0	1,341	1,341	2,505
Bank 70	703	524	1,227	1,711
Bank 71	0	1,184	1,184	1,937
Bank 72	0	958	958	2,204
Bank 73	0	927	927	1,311
Bank 74	0	812	812	1,597
Bank 75	236	349	585	1,187
Bank 76	0	548	548	933
Bank 77	23	453	476	16,239
Bank 78	395	41	436	514
Bank 79	100	327	427	432
Bank 80	0	319	319	427
Bank 81	0	285	285	415
Bank 82	0	253	253	308
Bank 83	0	240	240	465
Bank 84	211	23	234	115,022
Bank 85	0	226	226	1,005
Bank 86	0	221	221	694
Bank 87	128	9	137	190
Bank 88	31	102	133	6,008
Bank 89	0	116	116	197
Bank 90	0	96	96	107
Bank 91	0	89	89	227
Bank 92	0	87	87	87

**TJX**  
**Issuer Claims**  
**(With Adjustments for Mistaken Issuer Claims)**

<u>Member Name</u>	<u># Accounts Specially Monitored</u>	<u># Accounts Reissued</u>	<u>Total Accounts Claimed</u>	<u># Unique Accounts Pub. via MC Alerts</u>
Bank 93	72	3	75	97
Bank 94	29	27	56	4,865
Bank 95	43	0	43	86,707
Bank 96	7	34	41	41
Bank 97	0	39	39	88
Bank 98	0	27	27	31
Bank 99	26	0	26	65
Bank 100	7	13	20	33
Bank 101	0	17	17	17
Bank 102	14	2	16	711
Bank 103	0	9	9	12
Bank 104	0	9	9	32
Bank 105	0	7	7	7
Bank 106	0	3	3	25,368
Bank 107	0	3	3	3
<b>Total</b>	<b><u>9,817,355</u></b>	<b><u>3,537,530</u></b>	<b><u>13,354,885</u></b>	
<b>Total Unique MC Accounts Published to Issuers That Submitted Claims</b>				<b><u>22,453,626</u></b>

**[MasterCard to list names of Issuer’s Sponsored Issuers and to identify which Sponsored Issuers are Affiliated Issuers; Issuer to identify which of its Sponsored Issuers, if any, are not one of its “Claiming Sponsored Issuers”]**

Issuer:

Sponsored Issuers of the Issuer (Affiliated Issuers Indicated by an Asterisk):

Above-Listed Sponsored Issuers that Are Not Claiming Sponsored Issuers of the Issuer:



Acceptance of Alternative Recovery Offer

**[Name of accepting MasterCard issuer]** (the "Issuer"), on its own behalf and on behalf of each of its Claiming Sponsored Issuers (as defined below), hereby accepts the Alternative Recovery Offer contained in the communication from MasterCard International Incorporated ("MasterCard") dated [\_\_\_], 2008, which communication in turn references the Settlement Agreement dated April 2, 2008 (the "Settlement Agreement") between MasterCard and The TJX Companies, Inc. ("TJX"), a copy of which (other than Exhibit 2) was previously provided to the Issuer by MasterCard. Capitalized terms not otherwise defined herein shall have the same meanings as in the Settlement Agreement.

The Issuer represents and warrants that (i) this acceptance has been duly authorized, executed and delivered by the Issuer, (ii) Schedule I hereto contains a complete and accurate list of the Issuer's Sponsored Issuers and accurately identifies which of the Sponsored Issuers are Affiliated Issuers, and the Issuer has accurately identified on Schedule I hereto any of its Sponsored Issuers that is not one of the Issuer's "Claiming Sponsored Issuers" (the term Claiming Sponsored Issuers being defined herein as those of the Issuer's Sponsored Issuers that either issued one or more of the Issuer's Claimed-On Accounts or are Affiliated Issuers of the Issuer), (iii) the Issuer is authorized to execute and deliver this acceptance on behalf of its Claiming Sponsored Issuers, (iv) the Issuer's Claimed-On Accounts constitute **[MasterCard to fill in the number of Issuer's Claimed-On Accounts as shown on the Accounting Statement]** unique MasterCard Accounts and include **[MasterCard to fill in the number of Issuer's Reissued Accounts as shown on the Accounting Statement]** unique MasterCard Accounts with respect to which the Issuer (or a Claiming Sponsored Issuer) reissued the accountholder's MasterCard card as a result of the TJX Intrusion (the "Reissued Cards") and **[MasterCard to fill in the number of Issuer's Specially Monitored Accounts as shown on the Accounting Statement]** unique MasterCard Accounts with respect to which the Issuer (or a Claiming Sponsored Issuer) implemented special monitoring procedures as a result of the TJX Intrusion (the "Monitored Accounts"); (v) each operating expense reimbursement claim that the Issuer and its Affiliated Issuers made with MasterCard with respect to the Issuer's Claimed-On Accounts quantifies with reasonable accuracy the incremental unit costs that the Issuer (or a Claiming Sponsored Issuer) incurred to reissue the Reissued Cards and to monitor the Monitored Accounts; and (vi) none of the Issuer's Claimed-On Accounts was issued by any of the Issuer's Sponsored Issuers that the Issuer identified on Schedule I hereto as not being one of the Issuer's Claiming Sponsored Issuers.

This acceptance shall become effective when, and only if, the Consummation Date has occurred. Subject to this acceptance having become effective, the Issuer, on its own behalf and on behalf of each of its Claiming Sponsored Issuers and on behalf of its and their Affiliated Persons, irrevocably waives any right to assert against MasterCard, TJX, the TJX Acquirers, and the Affiliated Persons of each of them (collectively, the "Releasees"), and fully and finally releases the Releasees from, the following (collectively, the "Released Issuer Claims") (whether or not any Released Issuer Claims, any injury or harm, including injury or harm that arises or occurs after the date of this acceptance, and/or any facts, events, or occurrences giving rise thereto are known, suspected, or anticipated as of the date of this acceptance, including those which if known may have materially affected the Issuer's decision to execute this acceptance):

(a) any claim or right of recovery the Issuer or any Claiming Sponsored Issuer or any of its or their Affiliated Persons might otherwise have had in respect of any of its or their Alerted-On Accounts under the MasterCard Operating Regulations (whether under the compliance rules contained in said Regulations, the operating expense reimbursement rules contained in said Regulations, or otherwise) by reason of any matter, occurrence, or event pertaining to the TJX Intrusion,

(b) any dispute or objection the Issuer or any Claiming Sponsored Issuer or any of its or their Affiliated Persons might otherwise be entitled to raise or make with respect to the amount or the calculation of the amount by MasterCard of its Alternative Recovery Amount as shown in the Alternative Recovery Offer, and

(c) any claim or right the Issuer or any Claiming Sponsored Issuer or any of its or their Affiliated Persons might be entitled to assert, and any monetary recovery or other relief that the Issuer or any Claiming Sponsored Issuer or any of its or their Affiliated Persons might be entitled to seek or receive in any litigation or other proceeding (including without limitation the pending putative class action proceedings consolidated under the caption entitled In re TJX Companies Retail Security Breach Litigation, No. 07-2828, currently pending before the United States Court of Appeals for the First Circuit and the pending putative class action proceedings captioned AmeriFirst Bank et al v. TJX Companies, Inc. et al, No. 08-0229, currently pending before the Massachusetts Superior Court for Middlesex County), under any applicable laws, rules or regulations, in connection with any injury or harm the Issuer or any Claiming Sponsored Issuer or any of its or their Affiliated Persons may have incurred in its or their capacity as a MasterCard Issuer by reason any of its or their Alerted-On Accounts, or by reason of any matter, occurrence, or event pertaining to the TJX Intrusion.

Subject to this acceptance having become effective, the Issuer covenants and agrees that neither it nor any of its Claiming Sponsored Issuers nor any of its or their respective Affiliated Persons will assert any of the Released Issuer Claims against, or otherwise seek to obtain any monetary recovery or other relief by reason of any of the Released Issuer Claims from, MasterCard or TJX or any of the TJX Acquirers or any of the Affiliated Persons of each of them.

Subject to this acceptance having become effective, the Issuer agrees to indemnify MasterCard, TJX, the TJX Acquirers, and each of their respective Affiliated Persons against and shall hold each of them harmless from any and all damage, loss, liability, fines, penalties and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding whether involving a third party claim or a claim solely between the parties hereto), incurred or suffered by MasterCard, TJX, the TJX Acquirers, or any of each of their respective Affiliated Persons arising out of any misrepresentation or breach of warranty made by the Issuer in this acceptance or any breach of any covenant or agreement made or to be performed by the Issuer or any of its Claiming Sponsored Issuers or any of its or their respective Affiliated Persons pursuant to this acceptance.

This acceptance, the rights of any person or entity hereunder, and any action arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other jurisdiction.

Dated: [ \_\_\_\_\_ ], 2008

[Name of Accepting MasterCard Issuer]

By: \_\_\_\_\_

**TJX's Release of MasterCard Relating to TJX Intrusion**

The TJX Companies, Inc. ("**TJX**") hereby grants the full, complete and final release, discharge, and covenant not to sue set forth in detail below, on its own behalf and, to the extent any of the following persons or entities purports to assert any Claim(s) (as defined below) of TJX, on behalf of each of its past, present and future representatives, attorneys, associates, parents, subsidiaries, affiliates, agents, assigns, insurers, administrators, trustees, officers, directors, employees, retained contractors, predecessors, successors, and any other person or entity claiming on behalf of either of them. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement dated April 2, 2008 between TJX and MasterCard International Incorporated (the "**Settlement Agreement**").

For purposes of this release, the "**Released Parties**" are MasterCard International Incorporated ("**MasterCard**"), and (in their capacities as MasterCard Issuers) Eligible MasterCard Issuers that validly accept their Alternative Recovery Offers and their Claiming Sponsored Issuers (such Eligible MasterCard Issuers and their Claiming Sponsored Issuers, collectively, in their capacities as MasterCard Issuers, the "**Released MasterCard Issuers**"), and (in their capacities as such) MasterCard's and any Released MasterCard Issuer's past, present, and future representatives, attorneys, agents, accountants, assigns, insurers, administrators, officers, directors, trustees, employees, retained contractors, parents, affiliates, subsidiaries, predecessors, successors, and any other person or entity acting on behalf of any of them; provided, however, that the Released Parties do not include (i) MasterCard Issuers that are not eligible to receive or that do not validly accept their Alternative Recovery Offers, or (ii) any Sponsored Issuer that is not a Claiming Sponsored Issuer of an Accepting Issuer.

For purposes of this release, the term "**Claims**" shall mean any and all claims, causes of action, suits at law or in equity, assertions of wrongdoing or fault, liabilities, awards, judgments, demands, debts, defenses, losses and expenses, damages, obligations, attorney fees, costs and/or sanctions, of whatever kind or nature, whether now known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, including even those Claims that, if known as of the date of this release, may have materially affected TJX's decision to agree to the Settlement Agreement.

By this release, TJX releases the Released Parties from any and all Claims that TJX ever had, now has, or may have in the future against MasterCard, or any of the other Released Parties in their capacities as such, by reason of any act, omission or occurrence before the date of the Settlement Agreement on the part of MasterCard or any Released MasterCard Issuer related to the TJX Intrusion, whether those Claims are (a) affirmatively made against MasterCard or any Released MasterCard Issuer, (b) made as a defense to any acts or omissions by MasterCard or any Released MasterCard Issuer relating to the MasterCard Operating Regulations, or (c) assertions of MasterCard's or a Released MasterCard Issuer's fault as a defense to allegations by a third party, including but not limited to MasterCard Issuers that are not Released Parties (all the Claims described in this sentence as having been released being defined herein as the "**Released Claims**").

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Notwithstanding anything to the contrary in the preceding paragraphs, the Released Claims do not include (i) any objection, dispute, or Claim TJX might otherwise be entitled to assert with respect to (A) any Claim with respect to the TJX Intrusion that may be submitted to MasterCard by a MasterCard Issuer after the date of the Settlement Agreement under the MasterCard Operating Regulations or (B) any ruling made by MasterCard with respect to any such Claim described in clause (i)(A) of this sentence; (ii) any right TJX otherwise would have to assert or seek to establish, as a defense to any Claim asserted against it by a MasterCard Issuer in litigation or otherwise, the facts or results of any actions or inactions involving MasterCard or a Released MasterCard Issuer, provided that TJX does not seek to establish that any such actions or inactions, or the results thereof, constituted legal wrongdoing on MasterCard's or a Released MasterCard Issuer's part or created legal liability on MasterCard's or a Released MasterCard Issuer's part; or (iii) any of the rights and obligations created by or under the Settlement Agreement or any document delivered pursuant thereto.

This release, the rights of any person or entity hereunder, and any action arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other jurisdiction.

Dated: [            ], 2008

By: Officer's Signature  
Officer's Name and Title

On behalf of The TJX Companies, Inc.

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NEWS RELEASE

**CONTACT:**

Sherry Lang  
Senior Vice President  
Investor and Public Relations  
(508) 390-2323

**FOR IMMEDIATE RELEASE**

Wednesday, April 2, 2008

**THE TJX COMPANIES, INC. ANNOUNCES SETTLEMENT AGREEMENT WITH MASTERCARD; ESTIMATED COSTS ALREADY REFLECTED IN PREVIOUSLY ANNOUNCED RESERVE**

Framingham, MA — The TJX Companies, Inc. (NYSE: TJX) today announced that it has entered into a Settlement Agreement with MasterCard International Incorporated. Under the agreement, alternative recovery offers will be made by MasterCard to eligible MasterCard issuers worldwide that issued payment cards claimed by them to have been affected by TJX's previously announced unauthorized computer intrusion(s), and MasterCard will recommend that eligible MasterCard issuers accept such offers.

TJX has agreed to fund up to a maximum of \$24 million pre-tax in alternative recovery payments depending on the extent of acceptance. The settlement is conditioned on issuers of at least 90% of the claimed-on MasterCard accounts accepting their alternative recovery offers by May 2, 2008. The estimated costs of this settlement are already reflected in the reserve related to the computer intrusion(s) that TJX established during fiscal 2008.

Carol Meyrowitz, President and Chief Executive Officer of The TJX Companies, Inc., stated, "We believe this Settlement Agreement provides a fair resolution for MasterCard and its issuing banks and look forward to a high level of issuer acceptance. Providing a secure shopping environment for our customers remains a priority for TJX. Beyond the many millions of dollars we have spent to add significant security to our computer system, we are installing security measures which exceed those of many other retailers and current industry requirements."

Accepting issuers will release and indemnify TJX and its acquiring banks with respect to claims of such issuers, their affiliated issuers, and their sponsored issuers as MasterCard issuers with respect to the intrusion(s), including any claims in putative class actions in federal and Massachusetts state courts.

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**THE TJX COMPANIES, INC. ANNOUNCES SETTLEMENT AGREEMENT WITH MASTERCARD; ESTIMATED COSTS ALREADY REFLECTED IN PREVIOUSLY ANNOUNCED RESERVE**

Wednesday, April 2, 2008

Page 2

The TJX Companies, Inc. is the leading off-price retailer of apparel and home fashions in the U.S. and worldwide. The Company operates 848 T.J. Maxx, 776 Marshalls, 291 HomeGoods, and 129 A.J. Wright stores, as well as 34 Bob's Stores, in the United States. In Canada, the Company operates 191 Winners and 71 HomeSense stores, and in Europe, 226 T.K. Maxx stores. TJX's press releases and financial information are also available on the Internet at [www.tjx.com](http://www.tjx.com).

SAFE HARBOR STATEMENTS UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: Various statements made in this release are forward-looking and involve a number of risks and uncertainties. All statements that address activities, events or developments that we intend, expect or believe may occur in the future are forward-looking statements. The following are some of the factors that could cause actual results to differ materially from the forward-looking statements: matters relating to the computer intrusion(s) including completion of the MasterCard settlement, potential losses that could exceed our reserve, potential effects on our reputation and sales and other consequences to the value of our Company and related value of our stock; our ability to successfully expand our store base and increase same store sales; risks of expansion and costs of contraction; risks inherent in foreign operations; our ability to successfully implement our opportunistic buying strategies and to manage our inventories effectively; successful advertising and promotion; consumer confidence, demand, spending habits and buying preferences; effects of unseasonable weather; competitive factors; availability of store and distribution center locations on suitable terms; our ability to recruit and retain associates; factors affecting expenses; success of our acquisition and divestiture activities; our ability to successfully implement technologies and systems and protect data; our ability to continue to generate adequate cash flows; our ability to execute our share repurchase program; availability and cost of financing; general economic conditions, including fluctuations in the price of oil; potential disruptions due to wars, natural disasters and other events beyond our control; changes in currency and exchange rates; issues with merchandise quality and safety; import risks; adverse outcomes for any significant litigation; compliance with and changes in laws and regulations and accounting rules and principles; adequacy of reserves; closing adjustments; failure to meet market expectations; and other factors that may be described in our filings with the Securities and Exchange Commission. We do not undertake to publicly update or revise our forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied in such statements will not be realized.

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News Release

**MasterCard Reaches Agreement with TJX to Provide  
Issuers Worldwide up to \$24 million for  
Data Breach Claims**

**Purchase, NY, April 2, 2008** — MasterCard Worldwide today announced it has reached an agreement with The TJX Companies Inc. (TJX) to offer an Alternative Recovery Program to MasterCard issuers affected by the previously announced data breach of TJX.

The agreement calls for TJX to provide up to \$24 million to support an Alternative Recovery Program to settle claims made by issuers to recover costs and losses they claimed to have incurred in connection with the breach. Issuers must have previously filed claims and agree to the Alternative Recovery Program's terms to be eligible for compensation funded by the agreement.

"This agreement reflects MasterCard's continuing commitment to working with merchants and our customers to reach appropriate and fair resolutions of data breach events," said Joshua Peirez, chief payment system integrity officer for MasterCard Worldwide. "We believe that by working closely and cooperatively with issuers and merchants we can reduce the overall impact and costs of security breaches, while protecting consumers and accelerating fair and equitable resolutions of claims."

Under the terms of the agreement, MasterCard card issuers that filed claims for operational expenses related to accounts designated by MasterCard in alerts to issuers or for reimbursement of fraud losses on such accounts used at TJX stores during time periods identified by MasterCard will be eligible to receive financial restitution in Q2 2008, provided they choose to participate in the optional program.

The agreement is contingent upon the acceptance of issuing financial institutions representing at least 90 percent of the claimed-on MasterCard accounts.

Issuers that choose to participate in the Alternative Recovery Program must agree not to seek or participate in any other recoveries that may be available to issuers and must also release MasterCard, TJX and TJX's acquirers from all legal and financial liability associated with the TJX data breach.

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All eligible issuers will soon receive notification from MasterCard with further details about the Alternative Recovery Program and the steps necessary to participate. To facilitate and expedite payment, eligible issuers will have 30 days from the date of the Settlement Agreement (April 2, 2008) to decide whether to opt-in to the program before the offer expires.

**About MasterCard Worldwide**

MasterCard Worldwide advances global commerce by providing a critical economic link among financial institutions, businesses, cardholders and merchants worldwide. As a franchisor, processor and advisor, MasterCard develops and markets payment solutions, processes more than 18 billion transactions each year, and provides industry-leading analysis and consulting services to financial institution customers and merchants. Through its family of brands, including MasterCard®, Maestro® and Cirrus®, MasterCard serves consumers and businesses in more than 210 countries and territories. For more information go to [www.mastercard.com](http://www.mastercard.com).

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Contact: Chris Monteiro  
[Chris\\_monteiro@mastercard.com](mailto:Chris_monteiro@mastercard.com)  
914-249-5826

PORTIONS OF CERTAIN EXHIBITS TO THIS AGREEMENT HAVE BEEN OMITTED AND WILL BE FILED SEPARATELY  
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST

EMPLOYMENT AGREEMENT

DATED AS OF JUNE 6, 2008

BETWEEN DONALD G. CAMPBELL AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated as of June 6, 2008 between Donald G. Campbell ("Executive") and The TJX Companies, Inc., a Delaware corporation whose principal office is in Framingham, Massachusetts 01701 (the "Company").

RECITALS

The Company and Executive intend that Executive shall be employed by the Company on the terms set forth below and, to that end, deem it desirable to enter into this Agreement.

AGREEMENT

The parties hereto, in consideration of the mutual agreements hereinafter contained, agree as follows:

1. **EFFECTIVE DATE; TERM OF AGREEMENT.** This Agreement shall become effective as of June 6, 2008 (the "Effective Date"). Executive's employment hereunder shall continue on the terms provided herein until January 29, 2011 (the "End Date"), subject to earlier termination as provided herein (such period of employment being hereinafter called the "Employment Period").

2. **SCOPE OF EMPLOYMENT.**

(a) **Nature of Services.** Executive shall diligently perform such duties and responsibilities as shall from time to time be assigned to him by the Company.

(b) **Extent of Services.** Except for illnesses and vacation periods, and subject to Section 2(c) below, Executive shall devote substantially all his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement. However, Executive may (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) participate in charitable or community activities or in trade or professional organizations, or (iii) subject to Board approval (which approval shall not be unreasonably withheld or withdrawn), hold directorships in public companies, except only that the Board shall have the right to limit such services as a director or such participation whenever the Board shall believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties.

(c) **Reduced Time.** Executive may at any time, by notice to the Committee given pursuant to Section 10 below, request that his full-time commitment to the Company under this Agreement as described in Section 2(b), or any modification thereof as described in this Section 2(c), be modified or further modified. The Committee shall consider any such request in

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good faith and, subject to such changes to Executive's request and to such other conditions (including, without limitation, a change in the effective date of any such modification to Executive's commitment) as it may reasonably impose, shall approve Executive's request unless it determines that to do so would substantially and adversely affect the business of the Company. Executive may withdraw any request under this Section 2(c) if he does not agree with the any changes or conditions imposed by the Committee. Any modification of Executive's commitment as described in Section 2(b), or of any prior modification thereof, that is approved by the Committee pursuant to this Section 2(c) shall be referred to herein as Executive's "Modified Schedule." In no event shall Executive's Modified Schedule be such as to result in a level of services performed by Executive for the Company and its Subsidiaries that could reasonably be anticipated to be permanently equal to or less than twenty (20%) percent or less of the average level of bona fide services performed by Executive for the Company and its Subsidiaries over the preceding thirty six (36) months. For the avoidance of doubt, employment under a Modified Schedule shall not, without more, constitute a termination of Executive's employment under this Agreement.

### 3. COMPENSATION AND BENEFITS.

(a) Base Salary. Executive shall be paid a base salary at the rate hereinafter specified, such Base Salary to be paid in the same manner and at the same times as the Company shall pay base salary to other executive employees. The rate at which Executive's Base Salary shall be paid shall be \$785,000 per year or such other rate (not less than \$785,000 per year) as the Committee may determine after Committee review not less frequently than annually. Notwithstanding the foregoing, during any period during which Executive is providing services hereunder under a Modified Schedule, the foregoing provisions of this Section 3(a) shall not apply and Executive shall instead be entitled to receive, as basic cash remuneration for his services under the Modified Schedule, such amounts and in such form (which may include an hourly, daily or other periodic rate) as shall be specified in connection with approval of the Modified Schedule under Section 2(b) above.

(b) Existing Awards. Reference is made to outstanding awards of stock options and of performance-based restricted stock made prior to the Effective Date under the Company's Stock Incentive Plan (including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2009 under the Company's Management Incentive Plan ("MIP") and to award opportunities granted to Executive under the Company's Long Range Performance Incentive Plan ("LRPIP") for cycles beginning before the Effective Date. Each of the foregoing awards shall continue for such period or periods and in accordance with such terms as are set out in the grant and other governing documents relating to such awards and shall not be affected by the terms of this Agreement except as otherwise expressly provided herein; *provided*, that in connection with its approval of any Modified Schedule, the Committee may equitably adjust, in a manner consistent with continued qualification for the performance-based compensation exception under Section 162(m) of the Code of any LRPIP award intended to qualify for such exception, payments under any LRPIP award described in this Section 3(c) to reflect the portion, if any, of the performance period applicable to such award during which Executive is providing services under a Modified Schedule.

(c) New Stock Awards. Consistent with the terms of the Stock Incentive Plan, during the Employment Period Executive will be entitled to stock-based awards under the Stock Incentive Plan at levels commensurate with his position and responsibilities (taking into account any Modified Schedule) and subject to such terms as shall be established by the Committee.

(d) LRPIP. During the Employment Period, Executive shall be eligible to participate in annual grants under LRPIP at a level commensurate with his position and responsibilities (taking into account any Modified Schedule) and subject to such terms as shall be established by the Committee.

(e) MIP. During the Employment Period, Executive shall be eligible to participate in annual grants under MIP at a level commensurate with his position and responsibilities (taking into account any Modified Schedule) and subject to such terms as shall be established by the Committee.

(f) Qualified Plans; Other Deferred Compensation Plans. Executive shall be entitled during the Employment Period to participate in the Company's tax-qualified retirement and profit-sharing plans and its nonqualified deferred compensation plans, in each case in accordance with the terms of the applicable plan (including, for the avoidance of doubt and without limitation, the amendment and termination provisions thereof). For the avoidance of doubt, Executive is entitled to Category B benefits under SERP and shall at all times have a fully vested right to his accrued benefit, including any future accruals, under SERP based on his actual years of service; *provided*, that Executive shall not be entitled to matching credits under ESP.

(g) Policies and Fringe Benefits. Executive shall be subject to Company policies applicable to its executives generally and shall be entitled to receive an automobile allowance commensurate with his position and all such other fringe benefits as the Company shall from time to time make available to other executives generally (subject to the terms of any applicable fringe benefit plan). For the avoidance of doubt, if during any period of service under a Modified Schedule Executive's level of service would render Executive ineligible for any Company benefit program, Executive shall be ineligible to participate in such program during such period. In any case described in the preceding sentence, at Executive's request the Company shall in good faith consider providing to Executive, or facilitating Executive's obtaining from another provider, alternative programs that can provide coverage to Executive on a basis that is cost-neutral to the Company (taking into account its reduced remuneration obligations to Executive under the Modified Schedule).

(h) Other. The Company is entitled to terminate Executive's employment notwithstanding the fact that Executive may lose entitlement to benefits under the arrangements described above. Upon termination of his employment, Executive shall have no claim against the Company or Parent for loss arising out of ineligibility to exercise any stock options granted to him or otherwise in relation to any of the stock options or other stock-based awards granted to Executive, and the rights of Executive shall be determined solely by the rules of the relevant award document and plan. For the avoidance of doubt, nothing herein shall be construed as limiting such rights as Executive may have under the terms of any Stock Incentive Plan award to the acceleration of vesting or the extension of exercise rights under such award upon a termination of employment that qualifies him for such benefits under such terms.

4. TERMINATION OF EMPLOYMENT; IN GENERAL.

(a) The Company shall have the right to end Executive's employment at any time and for any reason, with or without Cause.

(b) To the extent consistent with applicable law, Executive's employment shall terminate when Executive becomes Disabled. In addition, if by reason of Incapacity Executive is unable to perform his duties for at least six continuous months, upon written notice by the Company to Executive, and to the extent consistent with applicable law, the Employment Period will be terminated for Incapacity.

(c) Whenever his employment shall terminate, Executive shall resign all offices or other positions he shall hold with the Company and any affiliated corporations. For the avoidance of doubt, the Employment Period shall terminate upon termination of Executive's employment for any reason.

5. BENEFITS UPON NON-VOLUNTARY TERMINATION OF EMPLOYMENT OR UPON EXPIRATION OF THE AGREEMENT.

(a) Certain Terminations Prior to the End Date. If the Employment Period shall have terminated prior to the End Date by reason of (i) death, Disability or Incapacity of Executive, (ii) termination by the Company for any reason other than Cause or (iii) termination by Executive in the event that Executive is required to relocate more than forty (40) miles from the current corporate headquarters of the Company, in either case without his prior written consent (a "Constructive Termination"), then all compensation and benefits for Executive shall be as follows:

(i) For a period of eighteen (18) months after the Date of Termination (the "termination period"), the Company will pay to Executive or his legal representative, without reduction for compensation earned from other employment or self employment, continued Base Salary at the rate in effect at termination of employment; *provided*, that if Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under this clause shall be paid at a rate equal to the excess of (a) the rate of Base Salary in effect at termination of employment over (b) the long-term disability compensation benefits for which Executive is approved under such plan. If the Date of Termination occurs during a period of service under a Modified Schedule, Executive's rate of Base Salary for purposes of this Section 5(a)(i) shall be deemed to be the base cash remuneration that Executive was receiving immediately prior to the Date of Termination, expressed as an annualized rate (as reasonably determined by the Board).

(ii) If Executive elects so-called "COBRA" continuation of group health plan coverage provided pursuant to Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, there shall be added to the amounts otherwise payable under Section 5(a)(i) above, during the continuation of such coverage, an amount (grossed up for federal and state income taxes) equal to the participant cost of such coverage, except to the extent that Executive shall obtain no less favorable coverage from

another employer or from self-employment in which case such additional payments shall cease immediately.

(iii) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, (A) any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive's termination of employment *plus* (B) any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination of employment. These amounts will be paid at the same time as other awards for such prior year or cycle are paid.

(iv) The Company will pay to Executive or his legal representative, without offset for compensation earned from other employment or self-employment, an amount equal to the sum of (A) Executive's MIP Target Award, if any, for the year of termination, (but only if the performance period in respect of such MIP award began on or before January 1, 2009) multiplied by a fraction the numerator of which is three hundred and sixty-five (365) *plus* the number of days during such year prior to termination, and the denominator of which is seven hundred and thirty (730), *plus*, (B) with respect to each LRPIP cycle in which Executive participated that began on or before January 1, 2009 and that had not ended prior to termination, if any, an amount equal to Executive's LRPIP Target Award for such cycle multiplied by a fraction, the numerator of which is the number of full months in such cycle completed prior to termination and the denominator of which is the number of full months in such cycle. The amount, if any, described in clause (a)(iv)(A) above will be paid not later than MIP awards for the year of termination are paid. The amount, if any, described in clause (a)(iv)(B) above, to the extent measured by the LRPIP Target Award for any cycle, will be paid not later than the date on which LRPIP awards for such cycle are paid or would have been paid. The Company and Executive agree to negotiate in good faith an amendment of this Section 5(a)(iv) in respect of any termination described in this Section 5(a) occurring after January 31, 2009 and on or prior to the End Date, with a view to providing Executive separation pay determined in a manner (taking into account other payments to Executive) that is consistent in approach with the separation pay arrangements made with other senior executive officers of the Company and with the objective of qualifying any MIP, LRPIP or similar awards to Executive that are intended so to qualify with the performance-based compensation exception rules under Section 162(m) of the Code.

(v) In addition, Executive or his legal representative shall be entitled to the Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), in each case in accordance with and subject to the terms of the applicable arrangement, and to the payment of his vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans).

(vi) If termination occurs by reason of Incapacity or Disability, Executive shall also be entitled to such compensation, if any, as is payable pursuant to the Company's long-term disability plan. If for any period Executive receives long-term disability



compensation payments under a long-term disability plan of the Company as well as payments under (a)(i) above, and if the sum of such payments (the “combined salary/disability benefit”) exceeds the payment for such period to which Executive is entitled under (a)(i) above (determined without regard to the proviso set forth therein), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive’s combined salary/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company.

(vii) If termination occurs by reason of death, Incapacity or Disability, Executive shall also be entitled to an amount equal to Executive’s MIP Target Award for the year of termination, without proration. This amount will be paid at the same time as the amount payable under paragraph (iv) above.

(i) Except as expressly set forth above or as required by law, Executive shall not be entitled to continue participation during the termination period in any employee benefit or fringe benefit plan, except that during the termination period the Company shall continue to provide the Executive with an automobile or automobile allowance.

(b) Termination on the End Date. Unless earlier terminated or except as otherwise mutually agreed by Executive and the Company, Executive’s employment with the Company shall terminate on the End Date and Executive shall be treated for all purposes of this Agreement as having terminated his employment voluntarily on the End Date and he shall be entitled only to those benefits to which he would be entitled under Section 6(a) (“Voluntary termination of employment”).

#### 6. OTHER TERMINATION; VIOLATION OF CERTAIN AGREEMENTS.

(a) Voluntary termination of employment. If Executive terminates his employment voluntarily, Executive or his legal representative shall be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) to any Stock Incentive Plan benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Stock Awards) and to any vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans). In addition, the Company will pay to Executive or his legal representative any unpaid amounts to which Executive is entitled under MIP for the fiscal year of the Company ended immediately prior to Executive’s termination of employment, plus any unpaid amounts owing with respect to LRPIP cycles in which Executive participated and which were completed prior to termination, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid under this Agreement upon a voluntary termination of employment.

(b) Termination for Cause; Violation of Certain Agreements. If the Company should end Executive’s employment for Cause or, notwithstanding Section 5 and Section 6(a) above, if Executive should violate the protected persons or noncompetition provisions of Section 8, all compensation and benefits otherwise payable pursuant to this Agreement shall cease, other than (x) such vested amounts as are credited to Executive’s account (but not received) under any nonqualified deferred compensation plan of the Company and its Subsidiaries in accordance with

the terms of those programs; (y) any vested benefits to which Executive is entitled by law under the Company's tax-qualified plans; and (z) Stock Incentive Plan benefits, if any, to which Executive may be entitled (in each case in accordance with and subject to the terms of the applicable arrangement) under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards). The Company does not waive any rights it may have for damages for injunctive relief.

7. BENEFITS UPON CHANGE OF CONTROL. Notwithstanding any other provision of this Agreement, in the event of a Change of Control, the determination and payment of any benefits payable thereafter with respect to Executive shall be governed exclusively by the provisions of Exhibit C.

8. AGREEMENT NOT TO SOLICIT OR COMPETE

(a) During the Employment Period and for a period of twenty-four (24) months thereafter (the "Nonsolicitation Period"), Executive shall not, and shall not direct any other individual or entity to, directly or indirectly (including as a partner, shareholder, joint venturer or other investor) (i) hire, offer to hire, attempt to hire or assist in the hiring of, any protected person as an employee, director, consultant, advisor or other service provider, (ii) recommend any protected person for employment or other engagement with any person or entity other than the Company and its Subsidiaries, (iii) solicit for employment or other engagement any protected person, or seek to persuade, induce or encourage any protected person to discontinue employment or engagement with the Company or its Subsidiaries, or recommend to any protected person any employment or engagement other than with the Company or its Subsidiaries, (iv) accept services of any sort (whether for compensation or otherwise) from any protected person, or (v) participate with any other person or entity in any of the foregoing activities. Any individual or entity to which Executive provides services (as an employee, director, consultant, advisor or otherwise) or in which Executive is a shareholder, member, partner, joint venturer or investor, excluding interests in the common stock of any publicly traded corporation of one percent (1%) or less), and any individual or entity that is affiliated with any such individual or entity, shall, for purposes of the preceding sentence, be irrebuttably presumed to have acted at the direction of Executive with respect to any "protected person" who worked with Executive at any time during the six (6) months prior to termination of the Employment Period. A "protected person" is a person who at the time of termination of the Employment Period, or within six (6) months prior thereto, is or was employed by the Company or any of its Subsidiaries either in a position of Assistant Vice President or higher, or in a salaried position in any merchandising group. As to (I) each "protected person" to whom the foregoing applies, (II) each subcategory of "protected person," as defined above, (III) each limitation on (A) employment or other engagement, (B) solicitation and (C) unsolicited acceptance of services, of each "protected person" and (IV) each month of the period during which the provisions of this subsection (a) apply to each of the foregoing, the provisions set forth in this subsection (a) shall be deemed to be separate and independent agreements. In the event of unenforceability of any one or more such agreement(s), such unenforceable agreement(s) shall be deemed automatically reformed in order to allow for the greatest degree of enforceability authorized by law or, if no such reformation is possible, deleted from the provisions hereof entirely, and such reformation or deletion shall not affect the enforceability of any other provision of this subsection (a) or any other term of this Agreement.

(b) During the course of his employment, Executive will have learned vital trade secrets of the Company and its Subsidiaries and will have access to confidential and proprietary information and business plans of the Company and its Subsidiaries. Therefore, during the Employment Period and for a period of eighteen (18) months thereafter (the "Noncompetition Period"), Executive will not, directly or indirectly, be a shareholder, member, partner, joint venturer or investor (disregarding in this connection passive ownership for investment purposes of common stock representing one percent (1%) or less of the voting power or value of any publicly traded corporation) in, serve as a director or manager of, be engaged in any employment, consulting, or fees-for-services relationship or arrangement with, or advise with respect to the organization or conduct of, or any investment in, any "competitive business" as hereinafter defined or any Person that engages in any "competitive business" as hereinafter defined, nor shall Executive undertake any planning to engage in any such activities. The term "competitive business" (i) shall mean any business (however organized or conducted) that competes with a business in which the Company or any of its Subsidiaries was engaged, or in which the Company or any Subsidiary was planning to engage, at any time during the 12-month period immediately preceding the date on which the Employment Period ends, and (ii) shall conclusively be presumed to include, but shall not be limited to, (A) any business specified on Schedule I to this Agreement, and (B) any other off-price, promotional, or warehouse-club-type retail business, however organized or conducted, that sells apparel, footwear, home fashions, home furnishings, jewelry, accessories, or any other category of merchandise sold by the Company or any of its Subsidiaries at the termination of the Employment Period. For purposes of this subsection (b), a "Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or its Subsidiaries, and reference to any Person (the "first Person") shall be deemed to include any other Person that controls, is controlled by or is under common control with the first Person. If, at any time, pursuant to action of any court, administrative, arbitral or governmental body or other tribunal, the operation of any part of this subsection shall be determined to be unlawful or otherwise unenforceable, then the coverage of this subsection shall be deemed to be reformed and restricted as to substantive reach, duration, geographic scope or otherwise, as the case may be, to the extent, and only to the extent, necessary to make this paragraph lawful and enforceable to the greatest extent possible in the particular jurisdiction in which such determination is made.

(c) Executive shall never use or disclose any confidential or proprietary information of the Company or its Subsidiaries other than as required by applicable law or during the Employment Period for the proper performance of Executive's duties and responsibilities to the Company and its Subsidiaries. This restriction shall continue to apply after Executive's employment terminates, regardless of the reason for such termination. All documents, records and files, in any media, relating to the business, present or otherwise, of the Company and its Subsidiaries and any copies ("Documents"), whether or not prepared by Executive, are the exclusive property of the Company and its Subsidiaries. Executive must diligently safeguard all Documents, and must surrender to the Company at such time or times as the Company may specify all Documents then in Executive's possession or control. In addition, upon termination of employment for any reason other than the death of Executive, Executive shall immediately return all Documents, and shall execute a certificate representing and warranting that he has returned all such Documents in Executive's possession or under his control.

(d) If, during the Employment Period or at any time following termination of the Employment Period, regardless of the reason for such termination, Executive breaches any provision of this Section 8, the Company's obligation, if any, to pay benefits under Section 5 hereof shall forthwith cease and Executive shall immediately forfeit and disgorge to the Company, with interest at the prime rate in effect at Bank of America, or its successor, all of the following: (i) any benefits theretofore paid to Executive under Section 5; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with termination of the Employment Period, whether occurring prior to, simultaneously with, or following such breach, or subsequent to such breach and prior to termination of the Employment Period, the value of such stock-based award at time of vesting plus any additional gain realized on a subsequent sale or disposition of the award or the underlying stock; and (iv) in respect of each stock option or stock appreciation right exercised by Executive within six (6) months prior to any such breach or subsequent thereto and prior to the forfeiture and disgorgement required by this Section 8(d), the excess over the exercise price (or base value, in the case of a stock appreciation right) of the greater of (A) the fair market value at time of exercise of the shares of stock subject to the award, or (B) the number of shares of stock subject to such award multiplied by the per-share proceeds of any sale of such stock by Executive.

(e) Executive shall notify the Company immediately upon securing employment or becoming self-employed at any time within the Noncompetition Period, and shall provide to the Company such details concerning such employment or self-employment as it may reasonably request in order to ensure compliance with the terms hereof.

(f) Executive hereby advises the Company that Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on Executive under this Section 8, and agrees without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, confidential information and other legitimate business interests of the Company and its Subsidiaries, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by them. Executive agrees that Executive will never assert, or permit to be asserted on his behalf, in any forum, any position contrary to the foregoing. Executive also acknowledges and agrees that, were Executive to breach any of the provisions of this Section 8, the harm to the Company and its Subsidiaries would be irreparable. Executive therefore agrees that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and will additionally be entitled to an award of attorney's fees incurred in connection with enforcing its rights hereunder. Executive further agrees that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, Executive agrees that the Noncompetition Period and the Nonsolicitation Period shall be tolled, and shall not run, during any period of time in which Executive is in violation of any of the terms

of this Section 8, in order that the Company shall have the agreed-upon temporal protection recited herein.

(g) Executive agrees that if any of the restrictions in this Section 8 is held to be void or ineffective for any reason but would be held to be valid and effective if part of its wording were deleted, that restriction shall apply with such deletions as may be necessary to make it valid and effective. Executive further agrees that the restrictions contained in each subsection of this Section 8 shall be construed as separate and individual restrictions and shall each be capable of being severed without prejudice to the other restrictions or to the remaining provisions.

(h) Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company and its Subsidiaries, and any successor or permitted assign to whose employ Executive may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer. Executive further agrees that no changes in the nature or scope of his employment with the Company will operate to extinguish the terms and conditions set forth in Section 8, or otherwise require the parties to re-sign this Agreement

(i) The provisions of this Section 8 shall survive the termination of the Employment Period and the termination of this Agreement, regardless of the reason or reasons therefor, and shall be binding on Executive regardless of any breach by the Company of any other provision of this Agreement.

9. ASSIGNMENT. The rights and obligations of the Company shall enure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights and obligations of Executive are not assignable except only that stock issuable, awards and payments payable to him after his death shall be made to his estate except as otherwise provided by the applicable plan or award documentation, if any.

10. NOTICES. All notices and other communications required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If sent to the Company the same shall be mailed to the Company at 770 Cochituate Road, Framingham, Massachusetts 01701, Attention: Chairman of the Executive Compensation Committee, or other such address as the Company may hereafter designate by notice to Executive; and if sent to Executive, the same shall be mailed to Executive at his address as set forth in the records of the Company or at such other address as Executive may hereafter designate by notice to the Company.

11. WITHHOLDING; CERTAIN TAX MATTERS. Anything to the contrary notwithstanding, (a) all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation, and (b) to the extent any payment hereunder shall be required to be delayed until six months following separation from service to comply with the "specified employee" rules of Section 409A it shall be so delayed (but not more than is required to comply with such rules).

12. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

13. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, and the parties hereto shall not have resolved such claim or dispute within sixty (60) days after written notice from one party to the other setting forth the nature of such claim or dispute, then such claim or dispute shall be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the Rules Governing Resolutions of Employment Disputes of the American Arbitration Association by an arbitrator mutually agreed upon by the parties hereto or, in the absence of such agreement, by an arbitrator selected according to such Rules. Notwithstanding the foregoing, if either the Company or Executive shall request, such arbitration shall be conducted by a panel of three arbitrators, one selected by the Company, one selected by Executive and the third selected by agreement of the first two, or, in the absence of such agreement, in accordance with such Rules. Judgment upon the award rendered by such arbitrator(s) shall be entered in any Court having jurisdiction thereof upon the application of either party.

14. ENTIRE AGREEMENT. This Agreement, including Exhibits, represents the entire agreement between the parties relating to the terms of Executive's employment by the Company and supersedes all prior written or oral agreements between them except to the extent provided herein.

/s/ Donald Campbell  
Executive

THE TJX COMPANIES, INC.

By: /s/ Carol Meyrowitz

EXHIBIT A

Certain Definitions

(a) “Base Salary” means, for any period, the amount described in Section 3(a).

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means dishonesty by Executive in the performance of his duties, conviction of a felony (other than a conviction arising solely under a statutory provision imposing criminal liability upon Executive on a *per se* basis due to the Company offices held by Executive, so long as any act or omission of Executive with respect to such matter was not taken or omitted in contravention of any applicable policy or directive of the Board); gross neglect of duties (other than as a result of Incapacity, Disability or death), or conflict of interest which conflict shall continue for thirty (30) days after the Company gives written notice to Executive requesting the cessation of such conflict; or any fact or circumstance other than Incapacity, Disability or death that prevents Executive from continuing to provide services to the Company; *provided*, for the avoidance of doubt, that neither a request by Executive for a Modified Schedule nor the provision of services by Executive under a Modified Schedule and in accordance with the terms thereof shall, in and of itself, constitute “Cause” hereunder.

In respect of any termination during a Standstill Period, Executive shall not be deemed to have been terminated for Cause until the later to occur of (i) the 30th day after notice of termination is given and (ii) the delivery to Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Company’s directors at a meeting called and held for that purpose (after reasonable notice to Executive), and at which Executive together with his counsel was given an opportunity to be heard, finding that Executive was guilty of conduct described in the definition of “Cause” above, and specifying the particulars thereof in detail; *provided, however*, that the Company may suspend Executive and withhold payment of his Base Salary from the date that notice of termination is given until the earliest to occur of (A) termination of Executive for Cause effected in accordance with the foregoing procedures (in which case Executive shall not be entitled to his Base Salary for such period), (B) a determination by a majority of the Company’s directors that Executive was not guilty of the conduct described in the definition of “Cause” effected in accordance with the foregoing procedures (in which case Executive shall be reinstated and paid any of his previously unpaid Base Salary for such period), or (C) ninety (90) days after notice of termination is given (in which case Executive shall then be reinstated and paid any of his previously unpaid Base Salary for such period). If Base Salary is withheld and then paid pursuant to clause (B) or (C) of the preceding sentence, the amount thereof shall be accompanied by simple interest, calculated on a daily basis, at a rate per annum equal to the prime or base lending rate, as in effect at the time, of the Company’s principal commercial bank.

(d) “Change of Control” has the meaning given it in Exhibit B.

(e) “Change of Control Termination” means the termination of Executive’s employment during a Standstill Period (1) by the Company other than for Cause, or (2) by Executive for good reason, or (3) by reason of death, Incapacity or Disability.

For purposes of this definition, termination for “good reason” shall mean the voluntary termination by Executive of his employment (A) within one hundred and twenty (120) days after the occurrence without Executive’s express written consent of any one of the events described in clauses (I), (II), (III), (IV), (V) or (VI) below, *provided*, that Executive gives notice to the Company at least thirty (30) days in advance requesting that the pertinent situation described therein be remedied, and the situation remains unremedied upon expiration of such 30-day period; (B) within one hundred and twenty (120) days after the occurrence without Executive’s express written consent of the event described in clause (VII), *provided*, that Executive gives notice to the Company at least thirty (30) days in advance of his intent to terminate his employment in respect of such event; or (C) under the circumstances described in clause (VIII) below, *provided*, that Executive gives notice to the Company at least thirty (30) days in advance:

- (I) the assignment to him of any duties inconsistent with his positions, duties, responsibilities, and status with the Company immediately prior to the Change of Control, or any removal of Executive from or any failure to reelect him to such positions, except in connection with the termination of Executive’s employment by the Company for Cause or by Executive other than for good reason, or any other action by the Company which results in a diminishment in such position, authority, duties or responsibilities, other than an insubstantial and inadvertent action which is remedied by the Company promptly after receipt of notice thereof given by Executive; or
- (II) if Executive’s rate of Base Salary for any fiscal year is less than 100% of the rate of Base Salary paid to Executive in the completed fiscal year immediately preceding the Change of Control or if Executive’s total cash compensation opportunities, including salary and incentives, for any fiscal year are less than 100% of the total cash compensation opportunities made available to Executive in the completed fiscal year immediately preceding the Change of Control; or
- (III) the failure of the Company to continue in effect any benefits or perquisites, or any pension, life insurance, medical insurance or disability plan in which Executive was participating immediately prior to the Change of Control unless the Company provides Executive with a plan or plans that provide substantially similar benefits, or the taking of any action by the Company that would adversely affect Executive’s participation in or materially reduce Executive’s benefits under any of such plans or deprive Executive of any material fringe benefit enjoyed by Executive immediately prior to the Change of Control; or
- (IV) any purported termination of Executive’s employment by the Company for Cause during a Standstill Period which is not effected in compliance with paragraph (d) above; or
- (V) any relocation of Executive of more than forty (40) miles from the place where Executive was located at the time of the Change of Control; or



(VI) any other breach by the Company of any provision of this Agreement; or

(VII) the Company sells or otherwise disposes of, in one transaction or a series of related transactions, assets or earning power aggregating more than 30% of the assets (taken at asset value as stated on the books of the Company determined in accordance with generally accepted accounting principles consistently applied) or earning power of the Company (on an individual basis) or the Company and its Subsidiaries (on a consolidated basis) to any other Person or Persons (as those terms are defined in Exhibit B); or

(VIII) the voluntary termination by Executive of his employment at any time within one year after the Change of Control. Notwithstanding the foregoing, the Board may expressly waive the application of this clause (VIII) if it waives the applicability of substantially similar provisions with respect to all persons with whom the Company has a written severance agreement (or may condition its application on any additional requirements or employee agreements which the Board shall in its discretion deem appropriate in the circumstances). The determination of whether to waive or impose conditions on the application of this clause (VIII) shall be within the complete discretion of the Board but shall be made prior to the Change of Control.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Committee" means the Executive Compensation Committee of the Board.

(h) "Date of Termination" means the date on which Executive's employment terminates.

(i) "Disabled"/"Disability" has the meaning given it in the Company's long-term disability plan. Executive's employment shall be deemed to be terminated for Disability on the date on which Executive is entitled to receive long-term disability compensation pursuant to such long-term disability plan.

(j) "End Date" has the meaning set forth in Section 1 of the Agreement.

(k) "ESP" means the Company's Executive Savings Plan.

(l) "Incapacity" means a disability (other than Disability within the meaning of (i) above) or other impairment of health that renders Executive unable to perform his duties (either with or without reasonable accommodation) to the reasonable satisfaction of the Committee.

(m) "LRPIP" has the meaning set forth in Section 3(c) of the Agreement.

(n) "MIP" has the meaning set forth in Section 3(c) of the Agreement..

(o) "Section 409A" means Section 409A of the Code.

(p) "SERP" means the Company' Supplement Executive Retirement Plan as from time to time amended and in effect.

(q) "Standstill Period" means the period commencing on the date of a Change of Control and continuing until the close of business on the earlier of the day immediately preceding the End Date or the last business day of the 24th calendar month following such Change of Control.

(r) "Stock" means the common stock, \$1.00 par value, of the Company.

(s) "Stock Incentive Plan" has the meaning set forth in Section 3(c) of the Agreement.

(t) "Subsidiary" means any corporation in which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock.

EXHIBIT B

Definition of “Change of Control”

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; *provided, however*, that no transaction shall be deemed to be a Change of Control (i) if the person or each member of a group of persons acquiring control is excluded from the definition of the term “Person” hereunder or (ii) unless the Committee shall otherwise determine prior to such occurrence, if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring control; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute at least 1/4 of the Company’s Board of Directors; *provided, however*, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control if Executive or an Executive Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute at least 1/4 of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in the agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; *provided, however*, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control if, immediately after such transaction, Executive or any Executive Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by Executive and any Executive Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as

ownership of Common Stock); and provided, further, that, for purposes of this paragraph (d), if such agreement requires as a condition precedent approval by the Company's shareholders of the agreement or transaction, a Change of Control shall not be deemed to have taken place unless and until such approval is secured (but upon any such approval, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit B the following terms have the meanings set forth below:

"Common Stock" shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the "owner" of any Common Stock:

(i) of which such Person would be the "beneficial owner," as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the "Commission") under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the "beneficial owner" for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989), has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

"Person" shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

An "Executive Related Party" shall mean any affiliate or associate of Executive other than the Company or a majority-owned subsidiary of the Company. The terms "affiliate" and "associate" shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term "registrant" in the definition of "associate" meaning, in this case, the Company).

EXHIBIT C

Change of Control Benefits

C.1. Benefits Upon a Change of Control Termination.

(a) The Company shall pay the following to Executive in a lump sum, within thirty (30) days following a Change of Control Termination or on such delayed basis as may be necessary to comply with Section 409A:

(i) an amount equal to (A) two times his Base Salary for one year at the rate in effect immediately prior to the Date of Termination or the Change of Control, whichever is higher, plus (B) the accrued and unpaid portion of his Base Salary through the Date of Termination, subject to the following. If Executive is eligible for long-term disability compensation benefits under the Company's long-term disability plan, the amount payable under (A) shall be reduced by the annual long-term disability compensation benefit for which Executive is eligible under such plan for the two-year period over which the amount payable under (A) is measured. If for any period Executive receives long-term disability compensation payments under a long-term disability plan of the Company as well as payments under the first sentence of this subsection (a), and if the sum of such payments (the "combined Change of Control/disability benefit") exceeds the payment for such period to which Executive is entitled under the first sentence of this subsection (a) (determined without regard to the second sentence of this subsection (a)), he shall promptly pay such excess in reimbursement to the Company; *provided*, that in no event shall application of this sentence result in reduction of Executive's combined Change of Control/disability benefit below the level of long-term disability compensation payments to which Executive is entitled under the long-term disability plan or plans of the Company. If the Date of Termination occurs during a period of service under a Modified Schedule, Executive's rate of Base Salary for purposes of clause (A) of this Section C.1.(a)(i) shall be deemed to be the base cash remuneration that Executive was receiving immediately prior to the Change of Control or the Date of Termination, whichever is higher, expressed as an annualized rate (as reasonably determined by the Board).

(ii) In lieu of any other benefits under SERP, an amount equal to the present value of the payments that Executive would have been entitled to receive under SERP as a Category B or Category C participant, whichever is greater, applying the following rules and assumptions:

(A) the monthly benefit under SERP determined using the foregoing criteria shall be multiplied by 12 to determine an annual benefit; and

(B) the present value of such annual benefit shall be determined by multiplying the result in (A) by the appropriate actuarial factor, using the most recently published interest and mortality rates published by the Pension Benefit Guaranty Corporation which are effective for plan terminations occurring on the Date of Termination, using Executive's age to the nearest year determined as of

that date. If, as of the Date of Termination, the Executive has previously satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be that based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred to Age 60 and Payable for Life Thereafter — Healthy Lives," except that if the Executive's age to the nearest year is more than 60, then such higher age shall be substituted for 60. If, as of the Date of Termination, the Executive has not satisfied the eligibility requirements for Early Retirement under The TJX Companies, Inc. Retirement Plan, then the appropriate factor shall be based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred To Age 65 And Payable For Life Thereafter — Healthy Lives."

(C) the benefit determined under (B) above shall be reduced by the value of any portion of Executive's SERP benefit already paid or provided to him in cash or through the transfer of an annuity contract.

(b) Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect for the continued benefit of Executive and his family all life insurance and medical insurance plans and programs in which Executive was entitled to participate immediately prior to the Change of Control, provided, that Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that Executive is ineligible to participate in such plans or programs, the Company shall arrange upon comparable terms to provide Executive with benefits substantially similar to those which he is entitled to receive under such plans and programs. Notwithstanding the foregoing, the Company's obligations hereunder with respect to life or medical coverage or benefits shall be deemed satisfied to the extent (but only to the extent) of any such coverage or benefits provided by another employer.

(c) For a period of two years after the Date of Termination, the Company shall make available to Executive the use of any automobile that was made available to Executive prior to the Date of Termination, including ordinary replacement thereof in accordance with the Company's automobile policy in effect immediately prior to the Change of Control (or, in lieu of making such automobile available, the Company may at its option pay to Executive the present value of its cost of providing such automobile).

C.2. Incentive Benefits Upon a Change of Control. Within thirty (30) days following a Change of Control, whether or not Executive's employment has terminated or been terminated, the Company shall pay to Executive, in a lump sum, the sum of (i) and (ii), where:

(i) is the sum of (A) the "Target Award" under the Company's Management Incentive Plan or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change of Control occurs, plus (B) an amount equal to such Target Award prorated for the period of active employment during such fiscal year through the Change of Control; and

(ii) the sum of (A) for Performance Cycles not completed prior to the Change of Control, an amount with respect to each such cycle equal to the maximum Award under

LRPIP specified for Executive for such cycle, plus (B) any unpaid amounts owing with respect to cycles completed prior to the Change of Control.

C.3. Gross-Up Payment. Payments under Section C.1. and Section C.2. of this Exhibit shall be made without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of Executive) would be limited or precluded by Section 280G of the Code (“Section 280G”) and without regard to whether such payments (or any other payments or benefits) would subject Executive to the federal excise tax levied on certain “excess parachute payments” under Section 4999 of the Code (the “Excise Tax”). If any portion of the payments or benefits to or for the benefit of Executive (including, but not limited to, payments and benefits under this Agreement but determined without regard to this paragraph) constitutes an “excess parachute payment” within the meaning of Section 280G (the aggregate of such payments being hereinafter referred to as the “Excess Parachute Payments”), the Company shall promptly pay to Executive an additional amount (the “gross-up payment”) that after reduction for all taxes (including but not limited to the Excise Tax) with respect to such gross-up payment equals the Excise Tax with respect to the Excess Parachute Payments; *provided*, that to the extent any gross-up payment would be considered “deferred compensation” for purposes of Section 409A of the Code, the manner and time of payment, and the provisions of this Section C.3, shall be adjusted to the extent necessary (but only to the extent necessary) to comply with the requirements of Section 409A with respect to such payment so that the payment does not give rise to the interest or additional tax amounts described at Section 409A(a)(1)(B) or Section 409A(b)(4) of the Code (the “Section 409A penalties”); *and further provided*, that if, notwithstanding the immediately preceding proviso, the gross-up payment cannot be made to conform to the requirements of Section 409A of the Code, the amount of the gross-up payment shall be determined without regard to any gross-up for the Section 409A penalties. The determination as to whether Executive’s payments and benefits include Excess Parachute Payments and, if so, the amount of such payments, the amount of any Excise Tax owed with respect thereto, and the amount of any gross-up payment shall be made at the Company’s expense by PricewaterhouseCoopers LLP or by such other certified public accounting firm as the Committee may designate prior to a Change of Control (the “accounting firm”). Notwithstanding the foregoing, if the Internal Revenue Service shall assert an Excise Tax liability that is higher than the Excise Tax (if any) determined by the accounting firm, the Company shall promptly augment the gross-up payment to address such higher Excise Tax liability.

C.4. Other Benefits. In addition to the amounts described in Sections C.1. and C.2., and C.3., Executive or his legal representative shall be entitled to his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Stock Awards), and to the payment of his vested benefits under the plans described in Section 3(f) (Qualified Plans; Other Deferred Compensation Plans).

C.5. Noncompetition; No Mitigation of Damages; etc.

(a) Noncompetition. Upon a Change of Control, any agreement by Executive not to engage in competition with the Company subsequent to the termination of his employment, whether contained in an employment agreement or other agreement, shall no longer be effective.

(b) No Duty to Mitigate Damages. Executive's benefits under this Exhibit C shall be considered severance pay in consideration of his past service and his continued service from the date of this Agreement, and his entitlement thereto shall neither be governed by any duty to mitigate his damages by seeking further employment nor offset by any compensation which he may receive from future employment.

(c) Legal Fees and Expenses. The Company shall pay all legal fees and expenses, including but not limited to counsel fees, stenographer fees, printing costs, etc. reasonably incurred by Executive in contesting or disputing that the termination of his employment during a Standstill Period is for Cause or other than for good reason (as defined in the definition of Change of Control Termination) or obtaining any right or benefit to which Executive is entitled under this Agreement following a Change of Control. Any amount payable under this Agreement that is not paid when due shall accrue interest at the prime rate as from time to time in effect at Bank of America, or its successor, until paid in full.

(d) Notice of Termination. During a Standstill Period, Executive's employment may be terminated by the Company only upon thirty (30) days' written notice to Executive.



SCHEDULE I

Competitive Businesses

The following businesses (together with any subsidiaries and affiliates) are the specified businesses referred to in Section 8(b)(ii)(A) of the Agreement:

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[\*\*\*\*\*] INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE TJX COMPANIES, INC.  
MANAGEMENT INCENTIVE PLAN

Amendment

Pursuant to Section 17 of The TJX Companies, Inc. Management Incentive Plan (as amended, the "Plan"), the Plan is hereby amended as follows:

1. Section 2(d) is hereby amended to read in its entirety as follows, effective as of September 18, 2009:

“‘Fiscal Year’ shall mean the fifty-two or fifty-three week period ending on the Saturday nearest to the last day of January, and commencing on the Sunday following the Saturday nearest to the last day of January of the preceding calendar year.”

2. The first paragraph of Section 7(a) is hereby amended to read in its entirety as follows, effective for Performance Periods commencing after January 29, 2010 in the case of any award subject to the provisions of Section 21 of the Plan, and otherwise effective to award determinations made after the date hereof:

“Upon completion of each Performance Period, the E.C.C. shall review performance relative to Performance Goals, as adjusted from time to time in accordance with paragraph (b) of Section 6 above, and determine the value of the awards for each Performance Period, subject to the approval of the President of TJX and/or the Chairman of the E.C.C.”

3. Subsection (b) of Section 21 is hereby amended, effective for Performance Periods commencing after January 29, 2010, by replacing “(as determined by the E.C.C. based on advice from its outside auditors)” in clause (ii) and “(as determined by the E.C.C. based on advice from the Company’s outside auditor)” in clause (iii), in each case, with “(as objectively determined by the E.C.C.)”.

IN WITNESS WHEREOF, The TJX Companies, Inc. has caused this Amendment to be executed in its name and behalf by its officer thereunto duly authorized.

THE TJX COMPANIES, INC.

By: /s/ Jeffrey G. Naylor

Title: Chief Financial and Administrative Officer

Dated: February 2, 2010

**THE TJX COMPANIES, INC.**  
**MANAGEMENT INCENTIVE PLAN**  
**(As amended and restated effective as of March 5, 2010)**

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**THE TJX COMPANIES, INC.**  
**MANAGEMENT INCENTIVE PLAN**

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**THE TJX COMPANIES, INC.  
MANAGEMENT INCENTIVE PLAN**

**1. Purpose**

The purpose of The TJX Companies, Inc. ("TJX") Management Incentive Plan (the "Plan") is to provide officers and other employees who are key to the annual growth and profitability of TJX with reward opportunities commensurate with their performance relative to annual objectives.

**2. Definitions**

Unless the context requires otherwise, the following expressions as used in the Plan shall have the meanings ascribed to each below, it being understood that masculine, feminine, and neuter pronouns are used interchangeably, and that each comprehends the others.

- (a) "Change of Control" shall have the meaning set forth in the Company's 1986 Stock Incentive Plan, as in effect from time to time.
- (b) "Company" shall mean TJX and its subsidiaries.
- (c) "Disability" shall mean disability as determined in accordance with the standards and procedures similar to those used under the Company's long term disability program, and subject to any applicable legal or regulatory requirements in the relevant jurisdictions.
- (d) "E.C.C." shall mean the Executive Compensation Committee of the Board of Directors of TJX. A member of the E.C.C. shall not be eligible to participate in the Plan while serving as a member of the E.C.C. or one year prior to becoming a member of the E.C.C.
- (e) "Fiscal Year" shall mean the fifty-two or fifty-three week period ending on the Saturday nearest to the last day of January, and commencing on the Sunday following the Saturday nearest to the last day of January of the preceding calendar year.

- (f) "Participant" shall mean any officer or other employee of TJX or any subsidiary of TJX who is designated a Participant pursuant to Section 5 below.
- (g) "Performance Criteria" shall mean the standards of measurement of performance by the Company, performance by any division or subsidiary of the Company, and/or individual performance for each Performance Period as established by the E.C.C. pursuant to paragraph (a) of Section 6 below.
- (h) "Performance Goal" shall mean the level of performance with respect to each Performance Criterion at which awards are payable pursuant to this Plan. Performance Goals are established by the E.C.C. pursuant to paragraph (b) of Section 6 below.
- (i) "Performance Period" shall mean one Fiscal Year.
- (j) "Section 162(m)" shall mean Section 162(m) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.
- (k) "Section 409A" shall mean Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

**3. Effective Date**

The effective date of the Plan shall be January 28, 1979. The effective date of this amendment and restatement of the Plan shall be March 5, 2010.

**4. Administration**

This Plan shall be administered by the E.C.C. The E.C.C. shall have full authority to interpret the Plan; to establish, amend, and rescind rules for carrying out the Plan; to administer the Plan; to determine the terms and provisions of any agreements pertaining to the Plan; and to make all other determinations necessary or advisable for its administration. The E.C.C. shall not be bound to any standards of uniformity or similarity of action, interpretation, or conduct in the discharge of its duties hereunder, regardless of the apparent similarity of the matters coming before it. Its determination shall be binding on all parties.

No member or former member of the E.C.C. or the Board of Directors of TJX shall be liable for any action or determination made in good faith with respect to the Plan or any award or payment made under the Plan.

**5. Eligibility**

For each Performance Period, the E.C.C. shall designate those Participants who may be entitled to receive annual management incentive awards, subject to the terms and conditions of the Plan.

**6. Description of Awards**

No Participant (or beneficiary or estate of a Participant) shall be entitled to an award under the Plan until the E.C.C. has approved all of the terms of the award applicable to such Participant for the Performance Period, including as set forth in this Section 6, and then any such entitlement shall be only in accordance with such terms and the Plan.

(a) Designation of Performance Criteria

At the commencement of each Performance Period, the E.C.C. shall determine the Performance Criteria for said Performance Period and the relative weight to be given to each Performance Criterion. Performance Criteria and the weighing thereof may vary by Participant and may be different for different Performance Periods. Such Performance Criteria may include, but shall not be limited to, measures such as pre-tax income, pre-tax income as a percentage of sales, return on investment, or other measures specific to a Participant's annual performance objectives. These criteria may be based on Company, divisional, subsidiary and/or individual performance as designated by the E.C.C.

(b) Performance Goals

At the commencement of each Performance Period, the E.C.C. shall determine a range of Performance Goals from minimum to target to maximum for each Performance Criterion for said Performance Period, based upon the Company, divisional or subsidiary Business Plan for said Fiscal Year. Performance Goals are subject to the approval of the President of TJX. Performance Goals may vary by Participant and may be different for different Performance Periods.

At any time designated by the E.C.C. during a Performance Period or thereafter, but prior to award payment, appropriate adjustments in the Performance Goals may be made to avoid undue windfalls or hardships due to external conditions



outside the control of management, changes in method of accounting, nonrecurring or abnormal items, or other matters as the E.C.C. shall, in its sole discretion, determine.

(c) Award Opportunity

At the commencement of each Performance Period, the E.C.C. shall assign to each Participant the minimum, target and maximum opportunity to be earned for said Performance Period, based upon the Participant's position and ability to affect annual performance relative to goals during the Performance Period. Award opportunity may be expressed as a fixed amount or as a percentage of the Participant's actual base salary earned for the Performance Period (as determined by the Company in a manner consistent with and subject to the applicable legal and regulatory requirements and payroll practices in the relevant jurisdictions).

From time to time, discretionary awards, in addition to the annual management incentive awards, may be made by the E.C.C. to any Participant in recognition of outstanding performance or extraordinary circumstances which occur during the Performance Period. Recommendations of Participants to receive discretionary awards shall be made by the President of TJX.

**7. Determination of Awards**

- (a) Upon completion of each Performance Period, the E.C.C. shall review performance relative to Performance Goals, as adjusted from time to time in accordance with paragraph (b) of Section 6 above, and determine the value of the awards for each Performance Period, subject to the approval of the President of TJX and/or the Chairman of the E.C.C.

Achievement of Performance Goals shall result in payment of the target award. Failure to achieve Performance Goals will result in a decrease or elimination of the Participant's award. Exceeding Performance Goals will result in an increased award.

Performance Goal awards may be adjusted upward or downward by the E.C.C. due to special circumstances or individual performance review. Without limiting the generality of the foregoing, the E.C.C. may reduce or eliminate (i) awards to Participants receiving "Needs Improvement" performance ratings and (ii) awards otherwise payable to Participants who were on a leave of absence for any portion of the applicable Performance Period.

- (b) If an employee becomes a Participant after the beginning of a Performance Period, the award payable to him or her shall be prorated in accordance with the portion of the Performance Period in which he or she is a Participant.
- (c) In the event of termination of employment of a Participant for any reason prior to the last day of the Performance Period, a Participant thereafter shall have no further rights under the Plan and shall not be entitled to payment of any award, except as follows (and subject to the last sentence of this Section 7):
- (i) If, prior to the last day of the Performance Period, a Participant's employment terminates by reason of death, the beneficiary or estate of the Participant (as determined under Section 10) shall be entitled to a prorated award under Section 7(c)(iv).
  - (ii) If, prior to the last day of the Performance Period, a Participant's employment is terminated by the Company by reason of Disability, the Participant (or, if the Participant is deceased, the beneficiary or estate of a Participant, as determined under Section 10) shall be entitled to a prorated award under Section 7(c)(iv).
  - (iii) If termination of employment occurs (A) by reason of normal retirement under a retirement plan of the Company, (B) with the consent of the Company, or (C) after the commencement of a Performance Period but before an award was (or would have been) granted to the Participant for such Performance Period, the E.C.C. may, in its sole discretion, value and direct that all or some portion of the award that was (or would have been) granted to the Participant with respect to the Performance Period be deemed earned and payable, taking into account the duration of employment during the Performance Period, the Participant's performance, and other matters as the E.C.C. shall deem appropriate. Notwithstanding the foregoing, no Participant will be deemed to have a nonforfeitable right to payment of any prorated award under this Section 7(c)(iii) until the end of such Performance Period, and then only to the extent provided under the terms of such award.
  - (iv) Unless otherwise provided by the E.C.C. (including, without limitation, pursuant to Section 7(a)), a prorated award under subsections (i), (ii), or (iii) of this Section 7(c) shall be the award, if any, that the Participant would have earned and been paid had he or she continued in employment through the end of the Performance Period, determined without regard to any individual performance factors, and (except in the case of an award opportunity expressed as a percentage of actual base salary earnings

during the Performance Period) multiplied by a fraction, the numerator of which is the number of days for which the Participant was employed during such Performance Period and the denominator of which is the total number of days in the Performance Period, and further reduced, as applicable, under Section 7(b). Any such prorated award shall be paid, if at all, at the same time other awards for such Performance Period are paid, in accordance with Section 8.

- (v) In the event of termination of employment for cause, as defined and determined by the E.C.C. in its sole discretion, no payment shall be made with regard to any prior or current Performance Period.

The provisions in this Section 7 are subject to the terms of any employment agreement, severance agreement or severance plan applicable to any one or more participants and in the event of any conflict, such terms shall control payment.

#### **8. Payment of Awards**

As soon as practicable after the end of each Performance Period and the valuation of the award for such Performance Period, but in no event later than two and one-half (21/2) months after the later of the end of the calendar year or the fiscal year of the Company in which such Performance Period ends, payment (including, for the avoidance of doubt, any prorated payment made pursuant to Section 7) shall be made in cash with respect to the award earned by each Participant for such Performance Period. Any such payment shall be subject to applicable withholding as set forth in Section 16 below. Payments hereunder are intended to constitute short-term deferrals exempt from Section 409A and shall be construed and administered accordingly.

#### **9. Deferral of Award**

Participants who are designated by the E.C.C. as being eligible to participate in the TJX General Deferred Compensation Plan or the Executive Savings Plan may elect under such plan to defer all or a portion of their awards solely to the extent (1) permitted under the terms of the General Deferred Compensation Plan and the Executive Savings Plan at the time a deferral election with respect to amounts otherwise payable hereunder is required to be irrevocably made under the terms of such plans, and (2) consistent with the requirements of Section 409A. If a Participant has an effective salary reduction agreement in place under the Company's General Savings/Profit Sharing Plan, any similar U.S. tax-qualified pension plan, or any pension or retirement plan maintained outside the U.S. for the benefit of any employees of the Company, amounts will be withheld from any payment made hereunder to the extent, and solely to the extent,

provided in such plan and consistent with the requirements, to the extent applicable, of Section 409A.

**10. Designation of Beneficiary**

- (a) Subject to applicable law, each Participant shall have the right to file with the human resources/benefits administrator in the relevant jurisdiction who has been appointed by the Company to administer the provisions of this Section 10 for such jurisdiction (the “applicable administrator”) a written designation of one or more persons as the beneficiary(ies) who shall be entitled to receive the amount, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her beneficiary by filing a new designation with the applicable administrator. The last such designation received by the applicable administrator shall be controlling, provided, however, that no designation change or revocation thereof shall be effective unless received by the applicable administrator prior to the Participant’s death and in no event shall it be effective as of a date prior to receipt.
- (b) If no such beneficiary designation is in effect at the time of a Participant’s death, or if no designated beneficiary survives the Participant, or if such designation conflicts with law, the payment of the amount, if any, payable under the Plan upon his or her death shall be made to the Participant’s estate. If the applicable administrator is in doubt as to the right of any person to receive any amount, the applicable administrator may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the applicable administrator may pay such amount into any court of appropriate jurisdiction, and such payment shall be a complete discharge of the liability of the Plan, the Company, and the applicable administrator therefor.

All determinations necessary to construe or effectuate this Section 10 shall be made by the Company.

**11. Notices**

Each Participant whose employment relationship with the Company has terminated, either voluntarily or involuntarily, shall be responsible for furnishing the human resources/benefits administrator in the relevant jurisdiction who has been appointed by the Company to administer the provisions of this Section 11 for such jurisdiction with the current and proper address for the mailing of notices and the delivery of agreements and payments. Any notice required or permitted to be given shall be deemed given if directed to the person to whom addressed at such address and mailed by regular United States

mail, first-class and prepaid. If any item mailed to such address is returned as undeliverable to the addressee, mailing shall be suspended until the Participant furnishes the proper address.

**12. Rights of Participants**

Nothing contained in the Plan and no action taken pursuant to the Plan shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant or his or her legal representative or designated beneficiary, or other persons.

If and to the extent that any Participant or his or her legal representative or designated beneficiary, as the case may be, acquires a right to receive any payment from the Company pursuant to the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

**13. No Employment Rights**

Nothing in this Plan or any other document describing or referring to this Plan shall be deemed to confer on any Participant the right to continue in the employ of the Company or his or her respective employer or affect the right of such employer to terminate the employment of any such person with or without cause.

**14. Certain Payments Upon a Change of Control**

If, upon a Change of Control of TJX, amounts payable or that would or might be payable in respect of an individual under the Plan instead are paid to such individual or his or her estate or beneficiary pursuant to any change of control severance plan or agreement, or any similar plan, agreement or arrangement, to which the Company is a party, payments in respect of such individual hereunder shall be reduced pro tanto.

**15. Nonalienation of Award**

No amounts or other rights under the Plan shall be sold, transferred, assigned, pledged, or otherwise disposed of or encumbered by a Participant, except as provided herein, and shall not be subject to attachment, garnishment, execution, or other creditor's processes.

**16. Withholding Taxes**

The Company shall have the right to deduct withholding taxes from any payments made pursuant to the Plan, or make such other provisions as it deems necessary or appropriate to satisfy its obligations to withhold federal, state, or local income or other taxes incurred by reason of payments pursuant to the Plan.

**17. Termination, Amendment and Modification**

The E.C.C. or the Board of Directors of TJX may from time to time amend, modify, or discontinue the Plan or any provision hereof. No amendment to or discontinuance or termination of the Plan, shall, without the written consent of the Participant, adversely affect any rights of such Participant that have vested. This Plan shall continue until terminated by the E.C.C. or the Board of Directors of TJX.

**18. Headings and Captions**

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

**19. Controlling Law**

This Plan shall be construed and enforced according to the laws of the Commonwealth of Massachusetts, to the extent not preempted by Federal law, which shall otherwise control.

**20. Miscellaneous Provisions**

- (a) All costs and expenses involved in administering the Plan as provided herein, or incident thereto, shall be borne by the Company.
- (b) The E.C.C. may, in its sole discretion, reduce or eliminate awards granted or money payable to any Participant or all Participants if it determines that such awards or payment may cause the Company to violate any applicable law, regulation, controls, or guidelines. Such reduction or elimination may be made notwithstanding that the possible violation might be eliminated by reducing or not increasing compensation or benefits of other associates, it being the intent of the Plan not to inhibit the discretion of the Company to provide such forms and amounts of compensation and benefits to employees as it deems advisable.

## 21. Awards to Certain Officers

The provisions of this Section 21 shall apply, notwithstanding any other provision of the Plan to the contrary, in the case of any award made to a person expected to be described in Section 162(m) at the time the award is to be paid, as determined by the E.C.C. at the time of the award. In the case of any such award: (a) Performance Criteria shall be based on any one or more of the following (on a consolidated, divisional, line of business, geographical or area of executive's responsibilities basis): one or more items of or within (i) sales, revenues, assets or expenses; (ii) earnings, income or margins, before or after deduction for all or any portion of interest, taxes, depreciation, amortization, or such other items as the E.C.C. may determine at the time the Performance Criteria are preestablished (within the meaning of Section 162(m)), whether or not on a continuing operations and aggregate or per share basis; (iii) return on investment, capital, assets, sales or revenues; and (iv) stock price; (b) unless otherwise determined by the E.C.C. in a manner that is consistent with the requirement that the Performance Goals be preestablished within the meaning of, and that the Award otherwise comply with the performance-based compensation exemption under, Section 162(m), the specific Performance Goals established by the E.C.C. with respect to any Award shall be subject to mandatory adjustment where such Performance Goal is affected by any of the following objectively determinable factors occurring after the Performance Goal has been established by the E.C.C., such that performance with respect to such Performance Goal for such Award shall be determined without regard to such factor: (i) any change in, or elimination or addition of, an accounting standard or principle, or any change in the interpretation thereof, whether identified as a change, error, correction or otherwise denominated, by the FASB, the SEC or its staff, the PCAOB, or other competent accounting or regulatory body, as determined by the E.C.C., (ii) any change in laws, rules, regulations or other interpretations or guidance issued by a competent regulatory body if the effect of such change would be to affect the financial measure by more than 1% (as objectively determined by the E.C.C.), (iii) any acquisition or disposition by the Company of a business or portion thereof, however structured, if the effect of such acquisition or disposition would be to affect the financial measure by more than 1% (as objectively determined by the E.C.C.), and (iv) any other objectively determinable factor that is specified by the E.C.C. within 90 days of the commencement of the applicable performance period (or within the first one-quarter of the applicable performance period, if shorter); (c) the maximum amount payable under any Plan award to any such individual shall be \$5,000,000; (d) no payment shall be made under the award unless the applicable Performance Goals, which shall have been preestablished within the meaning of Section 162(m), have been met, nor shall any such payment be made until the E.C.C. certifies in accordance with Section 162(m) that such Goals have been met; and (e) those provisions of the Plan generally applicable to awards hereunder which give to the E.C.C. or any other person discretion to modify the award after the establishment and grant of the award, or which if applied to an award described in this Section 21 might otherwise

cause such award to fail to qualify as a performance-based award under Section 162(m) shall be deemed inapplicable to the extent (but only to the extent) the retention of such discretion by such person or the application of such provision would be deemed inconsistent with qualification of the award as performance-based under Section 162(m).

IN WITNESS WHEREOF, the Company has caused the Plan to be executed, effective as of March 5, 2010.

ATTEST/WITNESS

/s/Julio C. Mantilla

Print Name: Julio C. Mantilla

THE TJX COMPANIES, INC

By: /s/ Greg Flores

Print Name: Greg Flores

Title: Executive Vice President, Chief Human Resources Officer

Date: May 26, 2010



THE TJX COMPANIES, INC.  
LONG RANGE PERFORMANCE INCENTIVE PLAN

Amendment

Pursuant to Section 12 of The TJX Companies, Inc. Long Range Performance Incentive Plan (as amended, the "Plan"), the Plan is hereby amended as follows:

1. The first paragraph of Section 7(a) is hereby amended to read in its entirety as follows, effective for Performance Cycles commencing after January 29, 2010 in the case of any Award subject to the provisions of Section 16 of the Plan, and otherwise effective as to Award determinations made after the date hereof:

"Upon completion of each Performance Cycle, the Committee shall review performance relative to Performance Goals, and determine the value of the Awards for each Performance Cycle, subject to the approval of the President of TJX and/or the Chairman of the Committee."

2. Subsection (b) of Section 16 is hereby amended, effective for Performance Cycles commencing after January 29, 2010, by replacing "(as determined by the Committee based on advice from its outside auditors)" in clause (ii) and "(as determined by the Committee based on advice from the Company's outside auditor)" in clause (iii), in each case, with "(as objectively determined by the Committee)".

IN WITNESS WHEREOF, The TJX Companies, Inc. has caused this Amendment to be executed in its name and behalf by its officer thereunto duly authorized.

THE TJX COMPANIES, INC.

By: /s/ Jeffrey G. Naylor

\_\_\_\_\_  
Title: Chief Financial and Administrative Officer

Dated: February 2, 2010

**THE TJX COMPANIES, INC.**  
**LONG RANGE PERFORMANCE INCENTIVE PLAN**  
**(As amended and restated effective as of March 5, 2010)**

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**THE TJX COMPANIES, INC.**  
**LONG RANGE PERFORMANCE INCENTIVE PLAN**

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**THE TJX COMPANIES, INC.**  
**LONG RANGE PERFORMANCE INCENTIVE PLAN**

**1. Purpose**

The purpose of The TJX Companies, Inc. Long Range Performance Incentive Plan (the "Plan") is to promote the long-term success of The TJX Companies, Inc. (the "Company") and its shareholders by providing competitive incentive compensation to those officers and selected employees upon whose judgment, initiative, and efforts the Company depends for its profitable growth.

**2. Definitions**

Reference is hereby made to the Company's 1986 Stock Incentive Plan (the "1986 Plan"). Terms defined in the 1986 Plan and not otherwise defined herein are used herein with the meanings so defined.

**3. Term**

The plan shall be effective as of January 25, 1992 (the start of fiscal year 1993), and the Plan shall remain in effect until terminated by the Company's Board of Directors (the "Board"). The effective date of this amendment and restatement of the Plan shall be March 5, 2010.

**4. Plan Administration**

The Plan shall be administered by the same Committee that administers the 1986 Plan. The Committee shall have full and exclusive power to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper, consistent with the 1986 Plan.

**5. Eligibility and Target Award**

Any key employee (an "Employee") of the Company or any of its Subsidiaries who could receive an award under the 1986 Plan shall be eligible to receive awards under the Plan.

At the commencement of each performance cycle (the "Performance Cycle"), which shall be a two-year or a three-year cycle as specified by the Committee at the commencement of such Performance Cycle, the Committee shall designate those who will participate in the Plan (the "Participants") and their target awards (the "Awards").

Subsequent to the commencement of a Performance Cycle, the Committee may, in special circumstances, designate additional Participants and their target Awards for such Performance Cycle.

**6. Award Goals**

At the commencement of each Performance Cycle, the Committee shall set one or more performance goals (the "Performance Goals") for such Performance Cycle, the relative weight to be given to each Performance Goal, and a schedule for determining payments if actual performance is above or below the goal. For the Performance Cycles for fiscal years 1995-1997 and thereafter, Awards shall not provide for any minimum payment; however, the Committee for each such Cycle shall establish a maximum (not to exceed 150%) of the Award which may be earned. No Participant (or beneficiary or estate of a Participant) shall be entitled to an award under the Plan until the Committee has approved all of the terms of the award applicable to such Participant for the Performance Cycle, including as set forth in this Section 6, and then any such entitlement shall be only in accordance with such terms and the Plan.

At any time designated by the Committee during a Performance Cycle or thereafter, but prior to Award payment, appropriate adjustments in the goals may be made by the Committee to avoid undue windfalls or hardships due to external conditions outside the control of management, nonrecurring or abnormal items, or other matters as the Committee shall, in its sole discretion, determine appropriate to avoid undue windfalls or hardships.

As soon as practicable after the end of the Performance Cycle, the Committee shall determine what portion of each Award has been earned in accordance with Section 7(a). The Award payment shall be paid in cash in accordance with Section 8.

**7. Determination of Awards**

(a) Upon completion of each Performance Cycle, the Committee shall review performance relative to Performance Goals, and determine the value of the Awards for each Performance Cycle, subject to the approval of the President of TJX and/or the Chairman of the Committee.

Achievement of Performance Goals shall result in payment of the target Award. Failure to achieve Performance Goals will result in a decrease or elimination of the Participant's Award. Exceeding Performance Goals will result in an increased Award.

Performance Goal Awards may be adjusted upward or downward by the Committee due to special circumstances or individual performance review. Without limiting the generality of the foregoing, the Committee may reduce or eliminate (i) Awards to Participants receiving "Needs Improvement" performance

ratings, and (ii) awards otherwise payable to Participants who were on a leave of absence for any portion of the applicable Performance Cycle.

- (b) If an employee becomes a Participant after the beginning of a Performance Cycle, the Award payable to him or her shall be prorated in accordance with the portion of the Performance Cycle in which he or she is a Participant.
- (c) In the event of termination of employment of a Participant for any reason prior to the last day of the Performance Cycle, a Participant thereafter shall have no further rights under the Plan and shall not be entitled to payment of any Award, except as follows (and subject to the last sentence of this Section 7):
  - (i) If, prior to the last day of the Performance Cycle, a Participant's employment terminates by reason of death, the beneficiary or estate of the Participant (as determined under Section 10) shall be entitled to a prorated Award under Section 7(c)(iv).
  - (ii) If, prior to the last day of the Performance Cycle, a Participant's employment is terminated by the Company by reason of Disability, the Participant (or, if the Participant is deceased, the beneficiary or estate of a Participant, as determined under Section 10) shall be entitled to a prorated Award under Section 7(c)(iv). "Disability" shall mean disability as determined in accordance with the standards and procedures similar to those used under the Company's long term disability program, and subject to any applicable legal or regulatory requirements in the relevant jurisdictions.
  - (iii) If termination of employment occurs (A) by reason of normal retirement under a retirement plan of the Company, (B) with the consent of the Company, or (C) after the commencement of a Performance Cycle but before an award was (or would have been) granted to the Participant for such Performance Cycle, the Committee may, in its sole discretion, value and direct that all or some portion of the Award that was (or would have been) granted to the Participant for the Performance Cycle be deemed earned and payable, taking into account the duration of employment during the Performance Cycle, the Participant's performance, and other matters as the Committee shall deem appropriate. Notwithstanding the foregoing, no participant will be deemed to have a nonforfeitable right to payment of any prorated Award under this section 7(c)(iii) until the end of such Performance Cycle, and then only to the extent provided under the terms of such Award.
  - (iv) Unless otherwise provided by the Committee (including, without limitation, pursuant to Section 7(a)), a prorated Award under subsections (i), (ii), or (iii) of this Section 7(c) shall be the Participant's target Award,

if any, for each Performance Cycle that begins before and ends after the date of termination, and multiplied by a fraction, the numerator of which is the number of full months in such Cycle completed prior to such termination and the denominator of which is the total number of full months in such Cycle, and further reduced, as applicable, under Section 7(b). Any such prorated Award shall be paid, if at all, in accordance with Section 8.

- (v) In the event of termination of employment for cause, as defined and determined by the Committee in its sole discretion, no payment shall be made with regard to any prior or current Performance Cycle.

The provisions in this Section 7 are subject to the terms of any employment agreement, severance agreement or severance plan applicable to any one or more participants and in the event of any conflict, such terms shall control payment.

#### **8. Payment**

As soon as practicable after the end of each Performance Cycle and the valuation of the award for such Performance Cycle, but in no event later than two and one-half (2 1/2) months after the later of the end of the calendar year or the fiscal year of the Company in which such Performance Cycle ends, payment (including, for the avoidance of doubt, any prorated payment made pursuant to Section 7 that is based on actual performance for a Performance Cycle) shall be made in cash with respect to the award earned by each Participant for such Performance Cycle; *provided*, that any prorated target Award under Section 7(c)(iv) shall be paid at the same time other Awards are paid for the next completed Performance Cycle following termination of employment (without regard to the Performance Cycle to which such Award relates). Any such payment shall be subject to applicable withholding as set forth in Section 13 below. Payments hereunder are intended to constitute short-term deferrals exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and shall be construed and administered accordingly.

#### **9. Transferability**

Awards under the Plan will be nontransferable and shall not be assignable, alienable, saleable or otherwise transferable by the Participant other than by will or the laws of descent and distribution.

#### **10. Designation of Beneficiary**

- (a) Subject to applicable law, each Participant shall have the right to file with the human resources/benefits administrator in the relevant jurisdiction who has been appointed by the Company to administer the provisions of this Section 10 for such jurisdiction (the "applicable administrator") a written designation of one or more

persons as the beneficiary(ies) who shall be entitled to receive the amount, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her beneficiary by filing a new designation with the applicable administrator. The last such designation received by the applicable administrator shall be controlling, provided, however, that no designation change or revocation thereof shall be effective unless received by the applicable administrator prior to the Participant's death and in no event shall it be effective as of a date prior to receipt.

- (b) If no such beneficiary designation is in effect at the time of a Participant's death, or if no designated beneficiary survives the Participant, or if such designation conflicts with law, the payment of the amount, if any, payable under the Plan upon his or her death shall be made to the Participant's estate. If the applicable administrator is in doubt as to the right of any person to receive any amount, the applicable administrator may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the applicable administrator may pay such amount into any court of appropriate jurisdiction, and such payment shall be a complete discharge of the liability of the Plan, the Company, and the applicable administrator therefor.

All determinations necessary to construe or effectuate this Section 10 shall be made by the Company.

#### **11. Change of Control; Mergers, etc.**

- (a) In the event the Company undergoes a Change of Control as defined in the 1986 Plan, this Plan shall automatically terminate and within 30 days following such Change of Control, whether or not a Participant's employment has been terminated, the Company shall pay to the Participant the following in a lump sum in full payment of his or her Award:

An amount with respect to each Performance Cycle for which the Participant has been designated as a Plan Participant equal to 50 percent of the product of (i) the maximum Award for the Participant for such Performance Cycle and (ii) a fraction, the denominator of which is the total number of fiscal years in the Performance Cycle and the numerator of which is the number of fiscal years which have elapsed in such Performance Cycle prior to the Change of Control (for purposes of this fraction, if the Change of Control occurs during the first quarter of a fiscal year, then one quarter of the fiscal year shall be deemed to have lapsed prior to the Change of Control, and if the Change of Control occurs after the first quarter of the fiscal year, then the full fiscal year shall be deemed to have elapsed prior to the Change of Control). For purposes of this paragraph (a), the Valuation Date shall be the day preceding the date of the Change of Control. This paragraph (a) shall not apply to any Participant whose rights under this Plan upon a Change of Control are governed by another agreement or plan.



(b) In the event of a merger or consolidation with another company or in the event of a liquidation or reorganization of the Company, other than any merger, consolidation, reorganization or other event that constitutes a Change of Control, the Committee may in its sole discretion determine whether to provide for adjustments and settlements of Awards. The Committee may make such determination at the time of the Award or at a subsequent date.

**12. Amendment and Modification**

The Board may from time to time amend, modify, or discontinue the Plan or any provision hereof. No such amendment to, or discontinuance, or termination of the Plan shall, without the written consent of a Participant, adversely affect any rights of such Participant under an outstanding Award.

**13. Withholding Taxes**

The Company shall have the right to deduct withholding taxes from any payments made pursuant to the Plan, or make such other provisions as it deems necessary or appropriate to satisfy its obligations for withholding federal, state, or local income or other taxes incurred by reason of payments pursuant to the Plan.

Participants may elect in a writing furnished to the Committee prior to the Valuation Date to satisfy their federal tax obligations with respect to any shares paid hereunder by directing the Company to withhold an equivalent value of shares.

**14. Future Rights**

No person shall have any claim or rights to be granted an Award under the Plan, and no Participant shall have any rights under the Plan to be retained in the employ of the Company.

If and to the extent that any Participant or his or her legal representative or designated beneficiary, as the case may be, acquires a right to receive any payment from the Company pursuant to the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

**15. Controlling Law**

This Plan shall be construed and enforced according to the laws of the Commonwealth of Massachusetts, to the extent not preempted by Federal law, which shall otherwise control.

**16. Awards to Certain Officers**

The provisions of this Section 16 shall apply, notwithstanding any other provision of the Plan to the contrary, in the case of any Award made to a person expected to be described

in Section 162(m) of the Internal Revenue Code (“Section 162(m)”) at the time the Award is to be paid, as determined by the Committee at the time of the Award. In the case of any such Award: (a) Performance Goals shall be based on any one or more of the following (on a consolidated, divisional, line of business, geographical or area of executive’s responsibilities basis): one or more items of or within (i) sales, revenues, assets or expenses; (ii) earnings, income or margins, before or after deduction for all or any portion of interest, taxes, depreciation, amortization, or such other items as the Committee may determine at the time the Performance Goals are preestablished (within the meaning of Section 162(m)), whether or not on a continuing operations and aggregate or per share basis; (iii) return on investment, capital, assets, sales or revenues; and (iv) stock price; (b) unless otherwise determined by the Committee in a manner that is consistent with the requirement that the Performance Goals be preestablished within the meaning of, and that the Award otherwise comply with the performance-based compensation exemption under, Section 162(m), the specific Performance Goals established by the Committee with respect to any Award shall be subject to mandatory adjustment where such Performance Goal is affected by any of the following objectively determinable factors occurring after the Performance Goal has been established by the Committee, such that performance with respect to such Performance Goal for such Award shall be determined without regard to such factor: (i) any change in, or elimination or addition of, an accounting standard or principle, or any change in the interpretation thereof, whether identified as a change, error, correction or otherwise denominated, by the FASB, the SEC or its staff, the PCAOB, or other competent accounting or regulatory body, as determined by the Committee, (ii) any change in laws, rules, regulations or other interpretations or guidance issued by a competent regulatory body if the effect of such change would be to affect the financial measure by more than 1% (as objectively determined by the Committee), (iii) any acquisition or disposition by the Company of a business or portion thereof, however structured, if the effect of such acquisition or disposition would be to affect the financial measure by more than 1% (as objectively determined by the Committee), and (iv) any other objectively determinable factor that is specified by the Committee within 90 days of the commencement of the applicable performance period (or within the first one-quarter of the applicable performance period, if shorter); (c) the maximum amount payable under any Plan Award to any such individual shall be \$5,000,000; (d) no payment shall be made under the Award unless the applicable Performance Goals, which shall have been preestablished within the meaning of Section 162(m), have been met, nor shall any such payment be made until the Committee certifies in accordance with Section 162(m) that such Goals have been met; and (e) those provisions of the Plan generally applicable to Awards hereunder which give to the Committee or any other person discretion to modify the Award after the establishment and grant of the Award, or which if applied to an Award described in this Section 16 might otherwise cause such Award to fail to qualify as a performance-based award under Section 162(m), shall be deemed inapplicable to the extent (but only to the extent) the retention of such discretion by such person or the application of such provision would be deemed inconsistent with qualification of the Award as performance-based within the meaning of Section 162(m).

IN WITNESS WHEREOF, the Company has caused the Plan to be executed, effective as of March 5, 2010.

ATTEST/WITNESS

/s/Julio C. Mantilla

THE TJX COMPANIES, INC

Print Name: Julio C. Mantilla

By: /s/ Greg Flores

Print Name: Greg Flores

Title: Executive Vice President, Chief Human Resources Officer

Date: May 26, 2010

**THE TJX COMPANIES, INC.  
EXECUTIVE SAVINGS PLAN  
(2010 Restatement)**

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THE TJX COMPANIES, INC.  
EXECUTIVE SAVINGS PLAN

PURPOSE; BACKGROUND

The TJX Companies, Inc. Executive Savings Plan (the "Plan") is intended to provide a means whereby eligible employees and directors may defer compensation that would otherwise be received on a current basis and the Employer may credit certain additional amounts on a deferred basis for the benefit of participating Employees. The Plan, as it applies to Employees, is intended to be an unfunded "top-hat" plan under sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. The Plan consists of two parts: The TJX Companies, Inc. 409A Executive Savings Plan (the "409A Plan") and The TJX Companies, Inc. Executive Savings Plan as restated effective October 1, 1998 and as in effect on October 3, 2004 (the "Grandfathered Plan"). The 409A Plan was previously restated effective as of January 1, 2008, and is further amended, restated, and continued, effective as of January 1, 2010, as provided herein.

The 409A Plan is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and guidance issued thereunder and shall be interpreted and administered in a manner consistent with such requirements. For the avoidance of doubt, the terms of the 409A Plan shall apply to benefits accrued on or after January 1, 2005 and benefits accrued but not vested as of December 31, 2004 under the Grandfathered Plan. The terms of the 409A Plan are set forth as Part A below.

All benefits accrued and vested as of December 31, 2004 and not materially modified after October 3, 2004, plus notional earnings thereon (the "Grandfathered Benefit Amount") shall be grandfathered for purposes of Code Section 409A and shall be governed by The TJX Companies, Inc. Executive Savings Plan as it was in effect on October 3, 2004. The Grandfathered Plan is frozen as of December 31, 2004. No additional benefit shall accrue after December 31, 2004 under the Grandfathered Plan (except, for the avoidance of doubt, the continued deferral of any previously deferred Grandfathered Benefit Amounts) and no individual not a Participant as of December 31, 2004 shall thereafter become a Participant in the Grandfathered Plan. The Grandfathered Plan has not been materially modified after October 3, 2004, and a copy of the Grandfathered Plan as it was in effect immediately prior to the Effective

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Date is attached as Part B. Part B memorializes the methodology for calculating, in accordance with applicable provisions of the Grandfathered Plan, the Grandfathered Benefit Amount credited to each Participant under the Grandfathered Plan.

**PART A**

**THE TJX COMPANIES, INC. 409A EXECUTIVE SAVINGS PLAN**

Article 1. Definitions

- 1.1. "Account" means any or all, as the context requires, of a Participant's or Beneficiary's Basic Deferral Account, Bonus Deferral Account and/or Employer Credit Account.
- 1.2. "Administrator" means the Executive Compensation Committee of the Board of Directors of the Company. The Executive Compensation Committee may delegate to one or more Employees, including a committee, such powers and responsibilities hereunder as it deems appropriate, in which case the term "Administrator" shall include the person or persons to whom such delegation has been made, in each case during the continuation of and to the extent of such delegation.
- 1.3. "Basic Deferral Account" means the unfunded book-entry account maintained by the Administrator to reflect that portion of a Participant's balance under the Plan which is attributable to his or her Elective Deferrals attributable to deferred Eligible Basic Compensation.
- 1.4. "Bonus Deferral Account" means the unfunded book-entry account maintained by the Administrator to reflect that portion of a Participant's balance under the Plan which is attributable to his or her Elective Deferrals attributable to deferred Eligible Bonuses.
- 1.5. "Beneficiary" means a Participant's beneficiary determined in accordance with the provisions of Article 7.
- 1.6. "Change of Control" means a Change of Control as defined in Exhibit A hereto.
- 1.7. "Company" means The TJX Companies, Inc.
- 1.8. "Code" means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.
- 1.9. "Designated Executive" means a Participant, of any age, who is a Senior Executive Vice President of the Company or above, or any other Participant designated by the Administrator as a "Designated Executive" hereunder from time to time.
- 1.10. "Director" means a member of the Board of Directors of the Company.
- 1.11. "Disability" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to

result in death or can be expected to last for a continuous period of not less than twelve (12) months, all within the meaning of Section 409A.

1.12. "Effective Date" means January 1, 2010.

1.13. "Elective Deferral" is defined in Section 3.1.

1.14. "Eligible Basic Compensation" means, with respect to any Plan Year: (i) the base salary payable by the Employer to an Employee Participant during the Plan Year in respect of services performed during the Plan Year, determined before reduction for deferrals under any qualified or nonqualified plan (including, without limitation, the Plan); (ii) in the case of Directors, annual retainers and/or meeting fees payable in the Plan Year in respect of services performed during the Plan Year; and (iii) to the extent provided by the Administrator, other cash compensation payable in the Plan Year in respect of services performed during the Plan Year.

1.15. "Eligible Bonus" means a cash bonus payable on or after January 1, 2009 pursuant to one or more of the Company's annual and long-term incentive bonus plans, subject to such exceptions as the Administrator may determine prior to the deadline for any Elective Deferral that might be affected by such determination.

1.16. "Eligible Deferrals" means (a) in the case of any Participant who is an Employee, who is a Vice President or higher, Elective Deferrals attributable to Eligible Basic Compensation with respect to a Plan Year not in excess of ten percent (10%) of the Participant's Eligible Basic Compensation, and (b) in the case of any Participant who is an Employee with a title of Assistant Vice President or Buyer III, and any Participant who is an Employee with a title below Assistant Vice President or Buyer III who previously held the title of Assistant Vice President or Buyer III and has been selected by the Administrator (in its sole discretion) for eligibility for Employer Credits under the Plan, Elective Deferrals attributable to Eligible Basic Compensation with respect to a Plan Year not in excess of five percent (5%) of the Participant's Eligible Basic Compensation. Notwithstanding the preceding, in the case of any Participant who is a Director, any Participant who is an Employee and who is eligible for Category A Key Employee Benefits or Category B Key Employee Benefits under the Company's Supplemental Executive Retirement Plan, as from time to time in effect, and any Participant who is an Employee with a title below Assistant Vice President or Buyer III who is eligible to participate in the Plan but not described in subclause (b) above, none of the Elective Deferrals deferred under the Plan shall

constitute Eligible Deferrals. For the avoidance of doubt, no Elective Deferral shall constitute an Eligible Deferral to the extent it relates to remuneration other than Eligible Basic Compensation.

1.17. "Eligible Individual" means, for any Plan Year (or applicable portion thereof) commencing on or after the Effective Date, an Employee or a Director who is determined by the Administrator to be eligible to participate in the Plan consistent with the intended purpose of the Plan as set forth in the "RECITALS" above.

1.18. "Employee" means an employee of an Employer.

1.19. "Employer" means The TJX Companies, Inc. and its subsidiaries.

1.20. "Employer Credit Account" means the unfunded book-entry account maintained by the Administrator to reflect that portion, if any, of a Participant's balance under the Plan which is attributable to Employer Credits allocable to the Participant.

1.21. "Employer Credits" is defined in Section 3.3.

1.22. "Enhanced Matching Credits" means those Employer Credits allocated to Participants under subsections (a) and (b) of Sections 3.3, either (A) by reason of a Participant having a specified title and having attained age 50 or above, or (B) by reason of a Participant being a Designated Executive.

1.23. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.24. "MIP (Corporate)" means (i) in the case of Participants other than those whose compensation is expected to be subject to Section 162(m) (as determined by the Administrator) ("Section 162(m) Employees"), the Management Incentive Plan award program for a fiscal year of the Company as applied to Employees (other than Section 162(m) Employees) whose performance is measured by corporate-level performance of the Company and its subsidiaries, and (ii) in the case of Section 162(m) Employees, the Management Incentive Plan award program for a fiscal year of the Company as applied to Section 162(m) Employees whose performance is measured by corporate-level performance of the Company and its subsidiaries.

1.25. "Participant" means any Eligible Individual who participates in the Plan.

1.26. "Period of Participation" means, with respect to any Participant, the period commencing with the commencement of participation in the Plan and ending on the earlier of (A) the date of a Participant's Separation from Service, or (B) the date on which the Participant's Accounts have been completely distributed, withdrawn or forfeited. For the avoidance of doubt,

“Period of Participation” will commence on the date that any amounts (including, for the avoidance of doubt, any Supplemental Employer Credits) are first credited to the Account of a Participant, and can include periods before or after the Effective Date.

1.27. “Plan” means The TJX Companies, Inc. Executive Savings Plan as set forth herein and as the same may be amended from time to time.

1.28. “Plan Year” means the calendar year.

1.29. “Section 162(m)” means Section 162(m) of the Code.

1.30. “Section 409A” means Section 409A of the Code.

1.31. “Separation from Service” and correlative terms mean a “separation from service” from the Employer, determined in accordance with Treas. Regs. § 1.409A-1(h). The Administrator may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Treas. Regs. § 1.409A-1(h) for purposes of determining whether a “separation from service” has occurred. Any such written election shall be deemed part of the Plan.

1.32. “Specified Employee” means an individual determined by the Administrator or its delegate to be a specified employee as defined in Section 409A(a)(2)(B)(i). The Administrator may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Treas. Regs. § 1.409A-1(i) for purposes of determining “specified employee” status. Any such written election shall be deemed part of the Plan.

1.33. “Supplemental Employer Credits” is defined in Section 3.3(c).

1.34. “Unforeseeable Emergency” shall mean an unforeseeable emergency as defined in Section 409A(a)(2)(B)(ii), including a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, or a dependent (as defined in Section 152(a) of the Code) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

Article 2. Eligibility and Participation

2.1. Eligibility to Participate. Each Employee or Director who is an Eligible Individual may participate in the Plan.

2.2. Termination of Eligibility. An individual shall cease to be eligible to participate in the Plan when he or she is no longer an Eligible Individual (whether by reason of a Separation from Service or by reason of a change in job classification or otherwise) but shall again become eligible to participate if he or she again becomes an Eligible Individual. No termination of eligibility shall affect Elective Deferrals for which the applicable election deadline has passed.

Article 3. Credits

3.1. Timing and Form of Compensation Deferrals.

(a) In General. A Participant may elect to defer Eligible Basic Compensation and Eligible Bonuses (any such deferral accomplished in accordance with this Section 3.1, an "Elective Deferral") by making a timely written election in accordance with this Section 3.1. Each such election shall become irrevocable not later than the applicable election deadline. The applicable election deadline for a deferral election is such deadline as the Administrator shall establish, which deadline shall in no event be later than (except as provided at Section 3.1(b) below) the following:

(i) with respect to Eligible Basic Compensation or Eligible Bonuses other than those described in subsection (ii) below, the last day of the calendar year preceding the calendar year in which any services relating to the deferred Eligible Basic Compensation or deferred Eligible Bonuses, as the case may be, are to be performed; and

(ii) with respect to an Eligible Bonus, if in the Administrator's judgment the Eligible Bonus will qualify under Section 409A as "performance-based compensation" that has not yet become readily ascertainable, the date that is six (6) months before the end of the performance period, but only if the Participant has been in continuous employment with the Employer since the later of the beginning of the performance period or the date the performance criteria are established.

In order to participate in the Plan for any Plan Year, an Eligible Individual must make an affirmative written election pursuant to this Section 3.1(a) (or Section 3.1(b), if applicable) in respect of such Plan Year by the applicable election deadline for such Plan Year; provided, however, that the Administrator may permit an Eligible Individual or Eligible Individuals to make an affirmative election in writing that remains in effect for such Plan Year and future Plan Years, unless changed or revoked prior to the applicable election deadline for the relevant Plan Year, in accordance with such rules and procedures as the Administrator may establish from time to time and consistent, in the Administrator's judgment, with the requirements of Section 409A.

(b) Special Election for Certain Newly Eligible Individuals. Notwithstanding Section 3.1(a) above, an individual who first becomes an Eligible Individual after the beginning of a calendar year by reason of (i) the commencement of employment by the Company, (ii) the promotion to a position, or a designation by the Administrator, that results in the individual becoming an Eligible Individual or (iii) an election or appointment to the Board of Directors, may, if permitted by the Administrator, become a Participant for the remainder of such calendar year by executing an irrevocable deferral election (on a form prescribed by the Administrator) with respect to his or her Eligible Basic Compensation and Eligible Bonuses in respect of services to be performed following such election, provided that such election is submitted to the Administrator within thirty (30) days of the date that he or she becomes an Eligible Individual. The amount that a Participant may defer under this Section 3.1(b) with respect to Eligible Bonuses based on a specified performance period may not exceed an amount equal to the total amount of the Eligible Bonuses for the applicable performance period multiplied by the ratio of the number of days remaining in the performance period after the effective date of the election over the total number of days in the performance period applicable to the Eligible Bonuses. An individual who already participates or is eligible to participate in (including, except to the extent otherwise provided in Section 1.409A-2(a)(7) of the Treasury Regulations, an individual who has any entitlement, vested or unvested, to payments under) any other nonqualified deferred compensation plan that would be required to be aggregated with the Plan for purposes of Section 1.409A-1(c)(2) of the Treasury Regulations shall not be treated as eligible for the mid-year election rules of this Section 3.1(b) with respect to the Plan, even if he or she had never previously been eligible to participate in the Plan itself. For the avoidance of doubt, nothing in this Section 3.1(b) shall limit the availability of an election under Section 3.1(a) to the extent consistent with the requirements of Section 409A.

3.2. Limit on Elective Deferrals. With respect to an Employee, no more than twenty percent (20%) of a Participant's Eligible Basic Compensation for any pay period may be deferred pursuant to an election under Section 3.1. A Director who participates in the Plan may elect to defer up to one hundred percent (100%) of his or her Eligible Basic Compensation. Subject to



the foregoing, a Participant's deferral election in respect of Eligible Basic Compensation may specify different deferral percentages for different pay periods. Up to one hundred percent (100%) of a Participant's Eligible Bonuses may be deferred pursuant to an election under Section 3.1. The Administrator shall establish and maintain a Basic Deferral Account and Bonus Deferral Account in the name of each Participant to which shall be credited amounts equal to the Participant's Elective Deferrals attributable to deferred Eligible Basic Compensation and deferred Eligible Bonuses, respectively, and which shall be further adjusted as provided in Article 4 to reflect any withdrawals or distributions and any deemed earnings, losses or other charges allocable to such Account. Elective Deferrals shall be credited to a Participant's Compensation Deferral Account or Bonus Deferral Account as soon as practicable following the date the related Eligible Basic Compensation or Eligible Bonuses, as the case may be, would have been payable absent deferral. A Participant shall at all times be 100% vested in his or her Basic Deferral Account and Bonus Deferral Account, subject to adjustment pursuant to Article 4.

3.3. Employer Credits. The Administrator shall establish and maintain a separate Employer Credit Account in the name of each Participant to which shall be credited amounts equal to the employer credits, if any, allocable to the Participant (any such amounts credited in accordance with this Section 3.3, "Employer Credits") and which shall be further adjusted as provided in Article 4 to reflect any withdrawals, distributions or forfeitures and any deemed earnings, losses or other charges allocable to the Employer Credit Account. The Employer Credits allocable to a Participant shall be determined as follows:

(a) Non-Performance-Based Employer Credits. For each Plan Year, for each Participant (i) who is an Assistant Vice President, Buyer III or Vice President, (ii) who is a Senior Vice President or above under age fifty (50), or (iii) who is not eligible for the Enhanced Matching Credits described in the next sentence, the Administrator shall credit to the Participant's Employer Credit Account an amount equal to ten percent (10%) of the Participant's Eligible Deferrals for the Plan Year. In lieu of the credits set forth in the preceding sentence and subject to the following sentence, for each Plan Year, for each Participant who is: (i) a Senior Vice President or above, and age fifty (50) or older, or (ii) a Designated Executive, the Administrator shall credit to the Participant's Employer Credit Account an Enhanced Matching Credit equal to the following percentage of the

Participant's Eligible Deferrals for the Plan Year, based on the Participant's title and age (or, if applicable, status as a Designated Executive) as of the effective time of such credit:

<u>Category</u>	<u>Percentage of Eligible Deferrals</u>
Designated Executive	100%
Division President (age 50 or older) (other than a Designated Executive)	25%
Executive Vice President (age 50 or older) (other than a Designated Executive)	20%
Senior Vice President (age 50 or older) (other than a Designated Executive)	15%

The maximum number of Plan Years in respect of which any Participant shall be entitled to the Enhanced Matching Credits set forth in the immediately preceding sentence shall be fifteen (15). For each Plan Year after the fifteenth Plan Year for which any Participant has received such Enhanced Matching Credits, the Administrator shall credit to the Participant's Employer Credit Account an amount equal to ten percent (10%) of the Participant's Eligible Deferrals for the Plan Year. The non-performance-based matching credits described in this subsection (a) shall be credited to the Participant's Employer Credit Account as of the same dates as the Eligible Deferrals to which such matching credits relate and based on the age and title or status as a Designated Executive (to the extent applicable) of the Participant as of such date; provided, however, that any Employer Credits to which a Participant, by reason of being a Designated Executive, is entitled under this subsection (a) with respect to Eligible Deferrals credited to such Participant's Account on or after the Effective Date and prior to April 30, 2010 shall be credited (without interest) as of April 30, 2010.

(b) Performance-Based Employer Credits at 90% or Greater Payout of MIP (Corporate) Awards.

(i) In General. For each Plan Year ending within a fiscal year of the Company for which MIP (Corporate) performance produces a payout at or above 90% of MIP (Corporate) target award opportunities as determined by the Administrator, the Administrator shall credit to the Employer Credit Account of each eligible Participant with a title of Assistant Vice President or Buyer III or above an amount (in addition to the credit described at Section 3.3(a) above) equal to the following percentage of the Participant's Eligible Deferrals for the Plan Year, in each case based (to the extent applicable) on the age and title of the Participant, or status as a Designated Executive, as of the date the Eligible Deferrals to which such matching credits relate were credited pursuant to Section 3.2 above:

Category	Age	Percentage of Eligible Deferrals (based on the percentage payout of MIP (Corporate) target award opportunities)		
		90% Payout for MIP (Corporate) awards	100% Payout for MIP (Corporate) awards	125% Payout for MIP (Corporate) awards
Designated Executive	N/A	50%	100%	150%
Division President (other than a Designated Executive)	50 or older	25%	50%	75%
	Under 50	7.5%	15%	30%
Executive Vice President (other than a Designated Executive)	50 or older	15%	30%	50%
	Under 50	7.5%	15%	30%
Senior Vice President (other than a Designated Executive)	50 or older	12.5%	25%	40%
	Under 50	7.5%	15%	30%
Vice President (other than a Designated Executive)	50 or older	10%	20%	35%
	Under 50	7.5%	15%	30%
Assistant Vice President or Buyer III (other than a Designated Executive)	50 or older	7.5%	15%	20%
	Under 50	7.5%	15%	15%

The maximum number of Plan Years in respect of which any Participant shall be entitled to an Enhanced Matching Credit pursuant to the immediately preceding

sentence shall be fifteen (15). For each Plan Year after the fifteenth Plan Year for which any Participant has received such Enhanced Matching Credits, the Administrator shall credit to the Participant's Employer Credit Account an amount equal to the percentage of the Participant's Eligible Deferrals for the Plan Year indicated in the table above for a Participant with the same title as such individual (or, in the case of a Designated Executive with the title of Senior Executive Vice President or higher, the title of Division President) and an age under 50.

(ii) Pro-ration. If MIP (Corporate) performance produces a payout between ninety percent (90%) and one hundred percent (100%) of MIP (Corporate) target award opportunities, the Employer Credit described in this Section 3.2(b) shall be an amount equal to: (A) the percentage of the Participant's Eligible Deferrals specified in the table under subsection (i) above for a ninety percent (90%) payout of MIP (Corporate) awards; *plus* (B) an additional amount equal to the Participant's Eligible Deferrals, multiplied by the product of (1) the percentage-point excess of the percentage specified in such table above for a one hundred percent (100%) payout of MIP (Corporate) awards over the percentage specified for a ninety percent (90%) payout of MIP (Corporate) awards, (2) the percentage-point excess of the actual payout percentage of MIP (Corporate) target award opportunities over ninety percent (90%), and (3) ten (10). For example, if MIP (Corporate) performance is such to produce payouts equal to ninety-five percent (95%) of the MIP (Corporate) target award opportunities, the performance-based Employer Credit described in this Section 3.3(b) for a Participant under age fifty (50) (other than Designated Executives) shall be equal to the Participant's Eligible Deferrals multiplied by 11.25% (7.5%, plus 3.75% (7.5% (15% less 7.5%), multiplied by 5% (95% less 90%), multiplied by 10)).

If MIP (Corporate) performance produces a payout between one hundred percent (100%) and one hundred twenty-five percent (125%) of MIP (Corporate) target award opportunities, the Employer Credit described in this Section 3.2(b) shall be an amount equal to: (A) the percentage of the Participant's Eligible Deferrals specified in the table under subsection (i) above for a one hundred percent (100%) payout of MIP (Corporate) awards; *plus* (B) an additional amount

equal to the Participant's Eligible Deferrals, multiplied by the product of (1) the percentage-point excess of the percentage specified in such table above for a one hundred twenty-five percent (125%) payout of MIP (Corporate) awards over the percentage specified for a one hundred percent (100%) payout of MIP (Corporate) awards, (2) the percentage-point excess of the actual payout percentage of MIP (Corporate) target award opportunities over one hundred percent (100%), and (3) four (4). For example, if MIP (Corporate) performance is such to produce payouts equal to one hundred twenty percent (120%) of the MIP (Corporate) target award opportunities, the performance-based Employer credit described in this Section 3.3(b) for a Participant under age fifty (50) with a title of Vice President or above (other than Designated Executives) shall be equal to the Participant's Eligible Deferrals multiplied by 27% (15%, plus 12% (15% (30% less 15%) multiplied by 20% (120% less 100%), multiplied by 4)).

(iii) Timing of Performance-Based Employer Credits. The performance-based Employer Credit described in this Section 3.3(b) shall be credited as soon as practicable following the close of the fiscal year and only to the Employer Credit Accounts of those Participants who were employed by the Employer on the last day of such fiscal year.

(c) Supplemental Employer Credits. The Administrator may credit such additional amounts (whether or not such amounts are described as a percentage of Eligible Deferrals or are otherwise related to any Elective Deferrals under the Plan) to the Employer Credit Account of any Participant as the Administrator may determine in its sole discretion from time to time, and on such terms and conditions as the Administrator may specify from time to time (any such Employer Credits under this Section 3.3(c), "Supplemental Employer Credits"). Except as provided by the Administrator, any Supplemental Employer Credits shall be subject to the same vesting and payment terms and conditions that apply to all other Employer Credits allocated to Participants under the Plan. Any alternative vesting or payment terms shall be established by the Administrator at the time such Supplemental Employer Credits are allocated to a Participant, to the extent required by Section 409A.

3.4. Vesting of Employer Credit Accounts. A Participant shall become vested in the balance of his or her Employer Credit Account, subject to adjustment pursuant to Article 4, in accordance with the following vesting schedule:

Completed Period of Participation	Vested Percentage
Fewer than five years	0%
Five years or more, but fewer than ten years	50%
Ten or more years	100%

Notwithstanding the foregoing, if a Participant who is 50% but not 100% vested in his or her Employer Credit Account takes an in-service withdrawal under Section 5.2, the Participant's vested interest in his or her Employer Credit Account as of any subsequent date prior to full vesting (the "determination date") shall be

$$\frac{1}{2}(AB+W) - W$$

where "AB" is the balance of the Employer Credit Account as of the determination date and "W" is that portion of the withdrawal (or withdrawals, if more than one) under Section 5.2 that was attributable to the Employer Credit Account.

In addition, a Participant will become immediately vested in his or her Employer Credit Account, subject to adjustment pursuant to Article 4, upon attainment by the Participant of age fifty-five (55), upon Separation from Service by reason of Disability or death, or upon the earlier occurrence of a Change of Control. For purposes of this Section 3.4 and for all other purposes under the Plan, a Participant shall be deemed to have Separated from Service by reason of Disability upon the earlier of the Participant's termination of employment or the expiration of the twenty-nine (29)-month period commencing upon such Participant's absence from work.

Any vesting terms and conditions established by the Administrator with respect to any Supplemental Employer Credits that are different from, supplement, or otherwise modify those set forth in this Section 3.4 shall apply in lieu of the provisions of this Section 3.4 to the extent that any portion of the Participant's Employer Credit Account is attributable to such Supplemental Employer Credits.

Article 4. Adjustments to Accounts; Deemed Investments

4.1. Deemed Investment Experience. Each Account shall be adjusted on such periodic basis and subject to such rules as the Administrator may prescribe to reflect the investment performance of the notional investments in which the Account is deemed invested pursuant to Section 4.3, including without limitation any interest, dividends or other distributions deemed to have been received with respect to such notional investments.

4.2. Distributions and Withdrawals. As of the date of any distribution or withdrawal hereunder, the Administrator shall reduce the affected Participant's Accounts to reflect such distribution or withdrawal. Any such adjustment shall reduce ratably each affected Account's share of each of the notional investments in which the Account is deemed to be invested, except as the Administrator may otherwise determine.

4.3. Notional Investment of Accounts. The Administrator shall from time to time specify one or more mutual funds or other investment alternatives that shall be available as measures of notional investment return for Accounts under the Plan (each such specified alternative, a "measuring investment option"). Subject to such rules and limitations as the Administrator may from time to time prescribe, each Participant shall have the right to have the balance of his or her Accounts treated for all purposes of the Plan as having been notionally invested in one or more measuring investment options and to change the notional investment of his or her Accounts from time to time. The Administrator shall have complete discretion at any time and from time to time to eliminate or add a measuring investment option. The Administrator may designate one or more measuring investment options as the default in which a Participant's Accounts shall be deemed to be invested to the extent the Participant does not affirmatively, timely and properly provide other notional investment directions.

Nothing in this Section 4.3 shall be construed as giving any Participant the right to cause the Administrator, the Employer or any other person to acquire or dispose of any investment, to set aside (in trust or otherwise) money or property to meet the Employer's obligations under the Plan, or in any other way to fund the Employer's obligations under the Plan. The sole function of the notional investment provisions of this Section 4.3 is to provide a computational mechanism for measuring the Employer's unfunded contractual deferred compensation

obligation to Participants. Consistent with the foregoing, the Employer may (although it shall not be obligated to do any of the following): (i) establish and fund a so-called “rabbi” trust or similar trust or account to hold and invest amounts to help the Employer meet its obligations under the Plan; and (ii) if it establishes and funds such a trust or account, cause the trustee or other person holding the assets in such trust or account to invest them in a manner that is consistent with the notional investment directions of Participants under the Plan.

Each reference in this Section 4.3 to a Participant shall be deemed to include, where applicable, a reference to a Beneficiary.

4.4. Expenses. All expenses associated with the Plan shall be paid by the Employer; but if a trust or account is established as described at Section 4.3 above, the Employer may provide that expenses associated with that trust or account shall be paid out of the assets held therein.



Article 5. Entitlement to and Timing of Distributions

5.1. Timing of Distributions as a result of Separation from Service, Death.

(a) Basic Deferral Account and Bonus Deferral Account. A Participant's Basic Deferral Account and Bonus Deferral Account will be distributed, in the form and amount specified in Article 6, upon the earlier to occur of (i) the date specified by the Participant pursuant to a distribution election made under this Section 5.1, or (ii) the Participant's Separation from Service for any reason. When the Participant makes a deferral election in respect of Eligible Basic Compensation for a Plan Year beginning on or after January 1, 2008 or Eligible Bonuses payable on or after January 1, 2009 under Sections 3.1 and 3.2, he or she shall also elect the time at which payment of the amounts credited to the Basic Deferral Account and Bonus Deferral Account, respectively, established in respect of such Plan Year shall commence. The earliest time a Participant may elect to have payment commence in respect of any such amounts credited to the Participant's Basic Deferral Account or Bonus Deferral Account shall be January 1st of the second calendar year commencing after the date such amounts were credited to such Accounts. A Participant may subsequently elect to change his or her prior election of the date of commencement of payments from his or her Basic Deferral Account or Bonus Deferral Account, as the case may be, but only if such change (i) shall not take effect for at least twelve (12) months after the date on which the subsequent election is made; (ii) is made at least twelve (12) months prior to the date on which the first payment was scheduled to be made ("prior election payment date"); and (iii) results in a new payment date that is delayed by at least five (5) years, as measured from the prior election payment date. Any such change of the time of commencement of payment shall be made in the manner specified by the Administrator. In the absence of a timely and proper election as to the time of distribution pursuant to this Section 5.1(a) on a form acceptable to the Administrator, the Participant shall be deemed to have elected distribution under this Section 5.1(a) upon Separation from Service. Distribution of the Participant's Basic Deferral Account and Bonus Deferral Account shall be made (or commence, if installments have been properly elected under Section 6.2(b)(ii) below) upon the date specified, or deemed to have been specified, in this Section 5.1(a), subject to subsections

(c) and (d) of this Section 5.1. With respect to amounts credited to a Participant's Basic Deferral Account for Plan Years commencing on or after January 1, 2005 and before January 1, 2008, the Administrator may, in its sole discretion, provide an opportunity to elect distribution upon a date specified by the Participant, to the extent that such date occurs prior to the Participant's Separation from Service, pursuant to an election permitted under applicable transition relief rules promulgated by the Internal Revenue Service under Section 409A of the Code. Any such election shall be made, if at all, by the deadline and on the form prescribed by the Administrator.

(b) Employer Credit Account. A Participant's vested Employer Credit Account will be valued and paid in accordance with the provisions of Article 6 upon the earliest to occur of (i) the Participant's death, (ii) the Participant's Separation from Service by reason of Disability (as determined under Section 3.4), or (iii) the later of (A) the Participant's Separation from Service for any reason, and (B) the Participant's attainment of age 55; provided, that if the Participant's Separation from Service is for cause (as determined by the Administrator), no portion of the Participant's Employer Credit Account shall be paid and the entirety of the Employer Credit Account shall instead be immediately forfeited; and further provided, that a current or former Designated Executive's right to receive and/or retain any portion of his or her Employer Credit Account attributable to the additional Employer Credits earned by reason of his or her status as a Designated Executive (such portion, the "Restricted Portion") is conditioned on the Participant's full and continued compliance with any applicable confidentiality, noncompetition, or nonsolicitation agreement, or any similar or related agreement, with the Employer, and upon any breach or threatened breach of any covenant contained in such agreements, in addition to the remedies set forth in such agreement, the Company shall have the right to immediately cease making any payment with respect to the Restricted Portion and shall have the right to require a Participant who has so breached or threatened to breach such covenant or agreement to repay the Company, with interest at the prime rate in effect at Bank of America, or its successor, any amount or amounts previously paid with respect to the Restricted Portion. Distribution of the Participant's vested Employer Credit Account in accordance with the previous sentence shall be made (or commence, if installments have been properly elected under Section

6.2(b)(ii) below) upon the date specified in Section 5.1(b), subject to subsections (c) and (d) of this Section 5.1.

(c) Notwithstanding any provision of this Section 5.1 or any other provision of the Plan to the contrary, in the case of a Participant who is an individual determined by the Administrator or its delegate to be a Specified Employee, payment of such Participant's benefit as a result of a Separation from Service (other than by reason of death) shall not commence until the date which is six (6) months and one (1) day after the date of such Separation from Service or, if earlier than the end of such period, the date of death of such Participant.

(d) Notwithstanding any provision of this Section 5.1 or any other provision of the Plan to the contrary, the Company may delay distributions to any Participant under the Plan to the extent permitted under Treas. Regs. §1.409A-2(b)(7)(i) to the extent that the Company reasonably anticipates that if the distribution were made at the time specified in Section 5.1(a) above, the Company's deduction with respect to such distribution would not be permitted due to the application of Section 162(m), provided that the distribution is made either during the Participant's first taxable year in which the Company reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, the deduction of such payment will not be barred by application of Section 162(m) or during the period beginning with the date of the Participant's Separation from Service (or such later date as required under Treas. Regs. §1.409A-2(b)(7)(i)) and ending on the later of the last day of the taxable year of the Company in which such date occurs or the 15th day of the third month following such date. For the avoidance of doubt, the Participant shall have no election with respect to the timing of the payment under this paragraph.

5.2. Unforeseeable Emergency. In the event of an Unforeseeable Emergency, the Participant may apply to the Administrator for the distribution of all or any part of his or her vested Account. The Administrator shall consider the circumstances of each case and shall have the right, in its sole discretion, subject to compliance with Section 409A, to allow or disallow the application in whole or in part. The Administrator shall have the right to require such Participant to submit such documentation as it deems appropriate for the purpose of determining the existence of an Unforeseeable Emergency, the amount reasonably necessary to satisfy the

emergency need, and other related matters. Distributions under this Section 5.2 in connection with the occurrence of an Unforeseeable Emergency shall be made as soon as practicable after the Administrator's determination under this Section 5.2, which shall be made in accordance with the rules of Section 1.409A-3(i)(3) of the Treasury Regulations.

Article 6. Amount and Form of Distributions

6.1. Amount of Distributions.

(a) Basic Deferral Account. The amount distributable to the Participant under Section 5.1(a) in respect of his or her Basic Deferral Account shall be the balance of the Participant's Basic Deferral Account determined as of the date of distribution, unless a timely installment election has been submitted pursuant to Section 6.2 below in which case the amount of each installment shall be calculated in accordance with Section 6.2 below.

(b) Bonus Deferral Account. The amount distributable to the Participant under Section 5.1(a) in respect of his or her Bonus Deferral Account shall be the balance of the Participant's Bonus Deferral Account determined as of the date of distribution, unless a timely installment election has been submitted pursuant to Section 6.2 below in which case the amount of each installment shall be calculated in accordance with Section 6.2 below.

(c) Employer Credit Account. The amount distributable to the Participant under Section 5.1(b) in respect of his or her Employer Credit Account shall be the balance of the Participant's Employer Credit Account determined as of the date of distribution, unless a timely installment election has been submitted pursuant to Section 6.2 below in which case the amount of each installment shall be calculated in accordance with Section 6.2 below.

(d) Distributions upon Unforeseeable Emergency. The amount of a distribution to the Participant under Section 5.2 shall be determined by the Administrator, provided that in no event shall the aggregate amount of any distribution under Section 5.2 exceed the lesser of the vested portion of the Participant's Account or the amount determined by the Administrator to be necessary to alleviate the Participant's Unforeseeable Emergency (including any taxes or penalties reasonably anticipated to result from the distribution) and which is not reasonably available from other resources of the Participant. A withdrawal under Section 5.2 shall be allocated between the Participant's Basic Deferral Account, Bonus Deferral Account and the vested portion of

the Participant's Employer Credit Account pro rata based on the balance credited to the vested portion of each such Account immediately prior to the hardship distribution.

6.2. Form of Payment.

(a) Cash Payment. All payments under the Plan shall be made in cash.

(b) Lump sums; installments.

(i) Except as provided at (ii) immediately below, all distributions under the Plan shall be made in the form of a lump sum payment.

(ii) A Participant who Separates from Service (other than by reason of death or for cause (as determined by the Administrator)) upon or after attaining age 55 may elect, in accordance with this Section 6.2(b)(ii), to have amounts distributable under Section 6.1 paid either as a lump sum or in annual installments over a period of not more than ten years. In the absence of a proper advance election to have such amounts paid in installments, amounts distributable under Section 6.1 shall be paid as a lump sum. With respect to amounts deferred for any Plan Year beginning on or after January 1, 2005 and prior to January 1, 2009, any election by a Participant to have amounts distributable under Section 6.1 paid in installments (an "installment election") must be delivered to the Administrator, in a form acceptable to the Administrator, not later than the earlier of the date prescribed by the Administrator or the latest date permissible under transition relief promulgated by the Internal Revenue Service under Section 409A. With respect to amounts deferred for any Plan Year beginning on or after January 1, 2009, any election by a Participant to have amounts distributable under Section 6.1 paid in installments (an "installment election") must be delivered to the Administrator, in a form acceptable to the Administrator, not later than the "applicable election deadline" for such Plan Year (as defined in Section 3.1). A Participant may subsequently elect to change his or her prior election to have amounts distributable under Section 6.1 paid in a lump sum or in annual installments, as the case may be, but only if such change (i) shall not take effect for at least twelve (12) months after the date on which the subsequent election is made; (ii) is made at least twelve (12) months prior to the date on which the first payment was scheduled to be made ("prior election payment date"); and (iii)

results in a new payment date that is delayed by at least five (5) years, as measured from the prior election payment date. Any such change of the time of commencement of payment shall be made in the manner specified by the Administrator.

(iii) Where an Account is payable in installments, the amount of each installment shall be determined by dividing the vested portion of the Account (as adjusted through the date of such installment distribution) by the number of installments remaining to be paid. The Administrator may, in its sole discretion, require that, at the time payment of a Participant's Account for which an installment election is made is scheduled to commence under Article 5, the total balance in all such Participant's Accounts must exceed, together with any other amounts payable to a Participant pursuant to any other nonqualified deferred compensation plan of the Company (and all other all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Treas. Regs. § 1.409A-1(h)(3)) that is an account balance plan described in Treas. Regs. § 1.409A-1(c)(2)(i)(A) or § 1.409A-1(c)(2)(i)(B), the dollar amount in effect under Code section 402(g)(1)(B). For the avoidance of doubt, any installments payable hereunder shall be treated as a single payment pursuant to Treas. Regs. § 1.409A-2(b)(2)(iii).

(c) Employer's Obligation. All payments under the Plan not made from a trust or account described in Section 4.3 above shall be made by the Employer.

6.3. Death Benefits. Notwithstanding any other provision of the Plan, if a Participant dies before distribution of his or her Account has occurred or (if payable in installments) has been completed, the entire value of the Participant's vested Account shall be paid, as soon as practicable following the Participant's death, in a lump sum to the Participant's Beneficiary or Beneficiaries.

Article 7. Beneficiaries; Participant Data

7.1. Designation of Beneficiaries. Subject to such rules and limitations as the Administrator may prescribe, each Participant from time to time may designate one or more persons (including a trust) to receive benefits payable with respect to the Participant under the Plan upon or after the Participant's death, and may change such designation at any time. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Administrator, and will be effective only when filed in writing with the Administrator during the Participant's lifetime.

In the absence of a valid Beneficiary designation, or if, at the time any benefit payment is due to a Beneficiary there is no living Beneficiary validly named by the Participant, the Administrator shall cause such benefit to be paid to the Participant's estate. In determining the existence or identity of anyone entitled to a benefit payment, the Administrator may rely conclusively upon information supplied by the Participant's personal representative, executor or administrator.

7.2. Available Information; Missing Persons. Any communication, statement or notice addressed to a Participant or to a Beneficiary at his or her last post office address as shown on the Administrator's records shall be binding on the Participant or Beneficiary for all purposes of the Plan. A benefit shall be deemed forfeited if, after diligent effort, the Administrator is unable to locate the Participant or Beneficiary to whom payment is due; provided, however, that the Administrator shall have the authority (but not the obligation) to reinstate such benefit upon the later discovery of a proper payee for such benefit, but solely to the extent permitted under Section 409A. Mailing of a notice in writing, by certified or registered mail, to the last known address of the Participant and the Beneficiaries (if the addresses of such Beneficiaries are known to the Administrator) shall be considered a diligent effort for this purpose. The Administrator shall not be obliged to search for any Participant or Beneficiary beyond the sending of a registered letter to such last known address. If a benefit payable to an un-located Participant or Beneficiary is subject to escheat pursuant to applicable state law, neither the Administrator, the Company, nor the Employer shall be liable to any person for any payment made in accordance with such law.



Article 8. Administration

8.1. Administrative Authority. Except as otherwise specifically provided herein, the Plan shall be administered by the Administrator. The Administrator shall have full discretionary authority to construe and administer the terms of the Plan and its actions under the Plan shall be binding on all persons. Without limiting the foregoing, the Administrator shall have full discretionary authority, consistent with the requirements of Section 409A, to:

- (a) Resolve and determine all disputes or questions arising under the Plan, and to remedy any ambiguities, inconsistencies or omissions in the Plan.
- (b) Adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan.
- (c) Implement the Plan in accordance with its terms and the rules and regulations adopted as above.
- (d) Make determinations with respect to the eligibility of any person to participate in the Plan or derive benefits hereunder and make determinations concerning the crediting and adjustment of Accounts.
- (e) Appoint such persons or firms, or otherwise act to obtain such advice or assistance, as it deems necessary or desirable in connection with the administration and operation of the Plan, and the Administrator shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such firms or persons.

8.2. Litigation. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such action shall be binding on all persons interested in, or claiming under, the Plan.

8.3. Claims Procedure. The Administrator shall establish claims procedures under the Plan consistent with the requirements of Section 503 of ERISA.

Article 9. Amendment

9.1. Right to Amend. The Administrator, by written instrument executed by a duly authorized representative, shall have the right to amend the Plan, at any time and with respect to any provisions hereof; provided, however, that no such amendment shall materially or adversely affect the rights of any Participant with respect to Elective Deferrals and Employer Credits already made under the Plan as of the date of such amendment, except as permitted under Section 409A.

9.2. Amendments to Ensure Proper Characterization of Plan. The Plan, as it applies to Employees, is intended to be an unfunded “top-hat” plan under sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and therefore participation in the Plan by Employees shall be limited to Employees who (i) qualify for inclusion in a “select group of management or highly compensated employees” within the meaning of sections 201(2), 301(a)(3), 401(a)(1) and 4021(b)(6) of ERISA and (ii) are designated by the Company as being eligible to participate. If the Administrator determines that a Participant no longer qualifies as being a member of a select group of management or highly compensated employees, then the compensation deferral elections made by such Participant in accordance with the provisions of the Plan will continue for the remainder of the Plan Year. However, no additional amounts shall be deferred and credited to the Account of such individual under the Plan for any future Plan Year until such time as the individual is again determined to be eligible to participate in the Plan and makes a new election under the provisions of the Plan; except that all prior amounts credited to the Account of such individual shall continue to be adjusted for earnings or losses pursuant to the other provisions of the Plan until fully distributed.

Article 10. Termination

10.1. Right of the Company to Terminate or Suspend Plan. The Company reserves the right at any time to terminate the Plan or to suspend the operation of the Plan for a fixed or indeterminate period of time, by action of the Administrator. In the event of a suspension of the Plan, the Administrator shall continue all aspects of the Plan, other than any elections to make Elective Deferrals that have not yet become irrevocable pursuant to Section 3.1(a) and Employer Credits, during the period of the suspension, in which event accounts as they then exist shall continue to be credited in accordance with respect to Article 3 and payments hereunder will continue to be made during the period of the suspension in accordance with Articles 5 and 6.

10.2. Allocation and Distribution. This Section 10.2 shall become operative on a complete termination of the Plan. The provisions of this Section 10.2 shall also become operative in the event of a partial termination of the Plan, as determined by the Administrator, but only with respect to that portion of the Plan attributable to the Participants to whom the partial termination is applicable. Upon the effective date of any such event, notwithstanding any other provisions of the Plan, no persons who were not theretofore Participants shall be eligible to become Participants. Each Participant's Accounts as they then exist will be maintained, credited and paid pursuant to the provisions of this Plan and the Participant's elections. Notwithstanding the foregoing, the Company may provide for the accelerated distribution of all accounts upon termination of the Plan as a whole or with respect to any Participant or group of Participants, but only to the extent the Company determines this to be permissible under Section 409A.

Article 11. Miscellaneous

11.1. Limitation on Liability of Employer. The Employer's sole liability under the Plan shall be to pay benefits under the Plan as expressly set forth herein and subject to the terms hereof. Subject to the preceding sentence, neither the establishment or administration of the Plan, nor any modification nor the termination or suspension of the Plan, nor the creation of any account under the Plan, nor the payment of any benefits under the Plan, nor any other action taken by the Employer or the Administrator with respect to the Plan shall be construed as giving to any Participant, any Beneficiary or any other person any legal or equitable right against the Administrator, the Employer, or any officer or employer thereof. Without limiting the foregoing, neither the Administrator nor the Employer in any way guarantees any Participant's or Beneficiary's Account from loss or decline for any reason.

11.2. Construction. If any provision of the Plan is held to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but the illegal or void provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or void provision had never been inserted herein. For all purposes of the Plan, where the context admits, the singular shall include the plural, and the plural shall include the singular. Headings of Articles and Sections herein are inserted only for convenience of reference and are not to be considered in the construction of the Plan. The laws of the Commonwealth of Massachusetts shall govern, control and determine all questions of law arising with respect to the Plan and the interpretation and validity of its respective provisions, except where those laws are preempted by the laws of the United States. Participation under the Plan will not give any Participant the right to be retained in the service of the Employer, nor shall any loss or claimed loss of present or future benefits, whether accrued or unaccrued, constitute an element of damages in any claim brought in connection with a Participant's Separation from Service.

No provision of the Plan shall be interpreted so as to give any individual any right in any assets of the Employer which right is greater than the rights of a general unsecured creditor of the Employer.

11.3. Taxes. Notwithstanding any other provision of the Plan, all distributions and withdrawals hereunder shall be subject to reduction for applicable income tax withholding and other legally or contractually required withholdings. To the extent amounts credited under the

Plan are includible in “wages” for purposes of Chapter 21 of the Code, or are otherwise includible in taxable income, prior to distribution or withdrawal the Employer may deduct the required withholding with respect to such wages or income from compensation currently payable to the Participant or the Administrator may reduce the Participant’s Accounts hereunder or require the Participant to make other arrangements satisfactory to the Administrator for the satisfaction of the Employer’s withholding obligations. If at any time this Plan is found to fail to meet the requirements of Section 409A, the Administrator may distribute the amount required to be included in the Participant’s income as a result of such failure. Any amount distributed under the immediately preceding sentence will be charged against amounts owed to the Participant hereunder and offset against future payments hereunder. For the avoidance of doubt, the Participant will have no discretion, and will have no direct or indirect election, as to whether a payment will be accelerated under this Section 11.3.

11.4. Section 409A Transition Relief. The Company may, by action of the Administrator, authorize changes to time and form of payment elections made under the Plan to the extent consistent with the transition rules, and during the transition relief period, provided under Section 409A and guidance issued thereunder by the Internal Revenue Service.

11.5. Spendthrift Provision. No amount payable to a Participant or a Beneficiary under the Plan will, except as otherwise specifically provided by law, be subject in any manner to anticipation, alienation, attachment, garnishment, sale, transfer, assignment (either at law or in equity), levy, execution, pledge, encumbrance, charge or any other legal or equitable process, and any attempt to do so will be void; nor will any benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled thereto. Nothing herein shall be construed as limiting the Employer’s right to cause its obligations hereunder to be assumed by a successor to all or a portion of its business or assets.

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed, effective as of the 1st day of January, 2010.

ATTEST/WITNESS

/s/ Camillo Davis

THE TJX COMPANIES, INC

Print Name: Camillo Davis

By: /s/ Greg Flores

Print Name: Greg Flores

Title: Executive Vice President, Chief Human Resources Officer

Date: May 26, 2010

**EXHIBIT A**

**Definition of “Change of Control”**

“Change of Control” shall mean the occurrence of any one of the following events:

(a) there occurs a change of control of the Company of a nature that would be required to be reported in response to Item 5.01 of the Current Report on Form 8-K (as amended in 2004) pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) or in any other filing under the Exchange Act; provided, however, that if the Participant or a Participant Related Party is the Person or a member of a group constituting the Person acquiring control, a transaction shall not be deemed to be a Change of Control as to a Participant unless the Committee shall otherwise determine prior to such occurrence; or

(b) any Person other than the Company, any wholly-owned subsidiary of the Company, or any employee benefit plan of the Company or such a subsidiary becomes the owner of 20% or more of the Company’s Common Stock and thereafter individuals who were not directors of the Company prior to the date such Person became a 20% owner are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; provided, however, that unless the Committee shall otherwise determine prior to the acquisition of such 20% ownership, such acquisition of ownership shall not constitute a Change of Control as to a Participant if the Participant or a Participant Related Party is the Person or a member of a group constituting the Person acquiring such ownership; or

(c) there occurs any solicitation or series of solicitations of proxies by or on behalf of any Person other than the Company’s Board of Directors and thereafter individuals who were not directors of the Company prior to the commencement of such solicitation or series of solicitations are elected as directors pursuant to an arrangement or understanding with, or upon the request of or nomination by, such Person and constitute a majority of the Company’s Board of Directors; or

(d) the Company executes an agreement of acquisition, merger or consolidation which contemplates that (i) after the effective date provided for in such agreement, all or substantially all of the business and/or assets of the Company shall be owned, leased or otherwise controlled by another Person and (ii) individuals who are directors of the Company when such agreement is executed shall not constitute a majority of the board of directors of the survivor or successor entity immediately after the effective date provided for in such agreement; provided, however, that unless otherwise determined by the Committee, no transaction shall constitute a Change of Control as to a Participant if, immediately after such transaction, the Participant or any Participant Related Party shall own equity securities of any surviving corporation (“Surviving Entity”) having a fair value as a percentage of the fair value of the equity securities of such Surviving Entity greater than 125% of the fair value of the equity securities of the Company owned by the Participant and any Participant Related Party immediately prior to such transaction, expressed as a percentage of the fair value of all equity securities of the Company

immediately prior to such transaction (for purposes of this paragraph ownership of equity securities shall be determined in the same manner as ownership of Common Stock); and provided, further, that, for purposes of this paragraph (d), if such agreement requires as a condition precedent approval by the Company's shareholders of the agreement or transaction, a Change of Control shall not be deemed to have taken place unless and until the acquisition, merger, or consolidation contemplated by such agreement is consummated (but immediately prior to the consummation of such acquisition, merger, or consolidation, a Change of Control shall be deemed to have occurred on the date of execution of such agreement).

In addition, for purposes of this Exhibit A the following terms have the meanings set forth below:

"Common Stock" shall mean the then outstanding Common Stock of the Company plus, for purposes of determining the stock ownership of any Person, the number of unissued shares of Common Stock which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) upon the exercise of conversion rights, exchange rights, warrants or options or otherwise. Notwithstanding the foregoing, the term Common Stock shall not include shares of Preferred Stock or convertible debt or options or warrants to acquire shares of Common Stock (including any shares of Common Stock issued or issuable upon the conversion or exercise thereof) to the extent that the Board of Directors of the Company shall expressly so determine in any future transaction or transactions.

A Person shall be deemed to be the "owner" of any Common Stock:

(i) of which such Person would be the "beneficial owner," as such term is defined in Rule 13d-3 promulgated by the Securities and Exchange Commission (the "Commission") under the Exchange Act, as in effect on March 1, 1989; or

(ii) of which such Person would be the "beneficial owner" for purposes of Section 16 of the Exchange Act and the rules of the Commission promulgated thereunder, as in effect on March 1, 1989; or

(iii) which such Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated by the Commission under the Exchange Act, as in effect on March 1, 1989) has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise.

"Person" shall have the meaning used in Section 13(d) of the Exchange Act, as in effect on March 1, 1989.

A "Participant Related Party" shall mean, with respect to a Participant, any affiliate or associate of the Participant other than the Company or a Subsidiary of the Company. The terms "affiliate" and "associate" shall have the meanings ascribed thereto in Rule 12b-2 under the Exchange Act (the term "registrant" in the definition of "associate" meaning, in this case, the Company).



“Subsidiary” shall mean any corporation or other entity (other than the Company) in an unbroken chain beginning with the Company if each of the entities (other than the last entity in the unbroken chain) owns stock or other interests possessing 50% or more of the total combined voting power of all classes of stock or other interests in one of the other corporations or other entities in the chain.

“Committee” shall mean the Executive Compensation Committee of the Board of Directors of the Company.

Initially capitalized terms not defined above shall have the meanings assigned to those terms in Article I of the Plan.

Notwithstanding the foregoing, in any case where the occurrence of a Change of Control could affect the vesting or payment of amounts subject to the requirements of Section 409A, the term “Change of Control” shall mean an occurrence that both (i) satisfies the requirements set forth above in this Exhibit A, and (ii) is a “change in control event” as that term is defined in the regulations under Section 409A.

## Section 302 Certification

CERTIFICATION

I, Carol Meyrowitz, certify that:

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

Date: May 28, 2010

/s/ Carol Meyrowitz

Name: Carol Meyrowitz

Title: President and Chief Executive Officer

## Section 302 Certification

CERTIFICATION

I, Jeffrey G. Naylor, certify that:

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

Date: May 28, 2010

/s/ Jeffrey G. Naylor

Name: Jeffrey G. Naylor

Title: Senior Executive Vice President,  
Chief Financial and Administrative Officer

**CERTIFICATION PURSUANT TO  
SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned, as Chief Executive Officer of The TJX Companies, Inc. (the "Company"), does hereby certify that to my knowledge:

1. the Company's Form 10-Q for the fiscal quarter ended May 1, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Company's Form 10-Q for the fiscal quarter ended May 1, 2010 fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Carol Meyrowitz

Name: Carol Meyrowitz

Title: President and Chief Executive Officer

Dated: May 28, 2010

**CERTIFICATION PURSUANT TO  
SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned, as Chief Financial Officer of The TJX Companies, Inc. (the "Company"), does hereby certify that to my knowledge:

1. the Company's Form 10-Q for the fiscal quarter ended May 1, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Company's Form 10-Q for the fiscal quarter ended May 1, 2010 fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jeffrey G. Naylor

\_\_\_\_\_  
Name: Jeffrey G. Naylor

Title: Senior Executive Vice President,  
Chief Financial and Administrative Officer

Dated: May 28, 2010