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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**FORM 8-K**

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

**Date of Report (Date of Earliest Event Reported): April 7, 2009**

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**THE TJX COMPANIES, INC.**

(Exact Name of Registrant as Specified in its Charter)

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DELAWARE  
(State or Other Jurisdiction  
of Incorporation)

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1-4908  
(Commission File  
Number)

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04-2207613  
(I.R.S. Employer  
Identification No.)

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

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(508) 390-1000  
Registrant's Telephone Number (Including Area Code)

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N/A  
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 7, 2009, Donald G. Campbell retired as Vice Chairman of The TJX Companies, Inc. (TJX). Pursuant to a letter agreement dated as of April 7, 2009, Mr. Campbell resigned from all of his current offices and positions with TJX, effective April 7, 2009, and his employment agreement was amended to continue his employment to provide advisory services as requested by TJX on a *per diem* basis.

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**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

**(d) EXHIBITS.**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Letter Agreement dated as of April 7, 2009 between Donald G. Campbell and The TJX Companies, Inc.

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SIGNATURES

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

THE TJX COMPANIES, INC.

/s/ Jeffrey G. Naylor

Jeffrey G. Naylor

Senior Executive Vice President, Chief Financial and  
Administrative Officer

Dated: April 10, 2009

April 7, 2009

Donald G. Campbell  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Employment Agreement

Dear Don:

I refer to your employment agreement with The TJX Companies, Inc. (the "Company") dated as of June 6, 2008 (your "Employment Agreement"). In accordance with your Employment Agreement and as approved by the Executive Compensation Committee (the "ECC"), you are currently providing services to the Company on a reduced-time basis. You have today requested and received the consent of the ECC to modify your employment relationship with the Company on the following terms:

(a) Effective April 7, 2009 (the "Separation Date") you hereby resign from all offices and other positions, including as a member of fiduciary and other committees, with the Company, the Company's subsidiaries, the Company's benefit plans and trusts and The TJX Foundation, except your employment as an executive advisor to the Company pursuant to your Employment Agreement as amended and supplemented by the terms of this letter.

(b) You will be treated for purposes of each of the Company's employee benefit plans as having separated from the service (as defined for purposes of Section 409A of the Internal Revenue Code) of the Company effective as of the Separation Date. You will nevertheless continue as an employee of the Company following your separation from service until either you or the Company notifies the other on 30 days' advance notice that your employment with the Company is terminated, at which point you will be deemed to have retired with the consent of the ECC.

(c) During the term of your employment following the Separation Date (the "Limited Employment Period"), you will provide only such limited non-officer services (which in no event shall be at a level that is inconsistent with your having separated from service) as the Company may reasonably request, will be paid for those services on a *per diem* basis at a rate that is mutually agreed between you and the Company, and will receive no additional compensation and no fringe benefits, including upon your ultimate retirement, except as specified in Exhibit A or except as the Company and you may otherwise agree in writing.

(d) Except as modified by the foregoing, the terms of your Employment Agreement will continue in force.

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If the foregoing is acceptable to you, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below and returning the same to Greg Flores, whereupon this letter agreement shall take effect as of the date hereof as an agreement under seal.

THE TJX COMPANIES, INC.

By: /s/ Jeffrey G. Naylor

Accepted and agreed:

/s/ Donald G. Campbell  
Donald G. Campbell