

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549  
**FORM 10-K**

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

For the fiscal year ended February 2, 2019

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)

**770 Cochituate Road Framingham, Massachusetts**

(Address of principal executive offices)

**04-2207613**

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

**01701**

(Zip Code)

Registrant's telephone number, including area code: **(508) 390-1000**

Securities registered pursuant to Section 12(b) of the Act:

**Title of each class**

**Name of each exchange on which registered**

Common Stock, par value \$1.00 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES  NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES  NO

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 every Interactive Data File required to be submitted 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 such files). YES  NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

The aggregate market value of the voting common stock held by non-affiliates of the registrant on August 4, 2018, the last business day of the registrant's most recently completed second fiscal quarter, was \$60.5 billion based on the closing sale price as reported on the New York Stock Exchange.

There were 1,214,588,500 shares of the registrant's common stock, \$1.00 par value, outstanding as of March 2, 2019.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Proxy Statement to be filed with the Securities and Exchange Commission in connection with the Annual Meeting of Shareholders to be held on June 4, 2019 (Part III).

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Form 10-K and our 2018 Annual Report to Shareholders contain “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995, including some of the statements in this Form 10-K under Item 1, “Business,” Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and Item 8, “Financial Statements and Supplementary Data,” and in our 2018 Annual Report to Shareholders under our letter to shareholders and our performance graphs. Forward-looking statements are inherently subject to risks, uncertainties and potentially inaccurate assumptions. Such statements give our current expectations or forecasts of future events; they do not relate strictly to historical or current facts. We have generally identified such statements by using words indicative of the future such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “forecast,” “intend,” “looking forward,” “may,” “plan,” “potential,” “project,” “should,” “target,” “will” and “would” or any variations of these words or other words with similar meanings. All statements that address activities, events or developments that we intend, expect or believe may occur in the future are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These “forward-looking statements” may relate to such matters as our future actions, future performance or results of current and anticipated sales, expenses, interest rates, foreign exchange rates and results and the outcome of contingencies such as legal proceedings.

We cannot guarantee that the results and other expectations expressed, anticipated or implied in any forward-looking statement will be realized. The risks set forth under Item 1A of this Form 10-K describe major risks to our business. A variety of factors including these risks could cause our actual results and other expectations to differ materially from the anticipated results or other expectations expressed, anticipated or implied in our forward-looking statements. Should known or unknown risks materialize, or should our underlying assumptions prove inaccurate, actual results could differ materially from past results and those anticipated, estimated or projected in the forward-looking statements. You should bear this in mind as you consider forward-looking statements.

Our forward-looking statements speak only as of the dates on which they are made, and we do not undertake any obligation to update any forward-looking statement, whether to reflect new information, future events or otherwise. You are advised, however, to consult any further disclosures we may make in our future reports to the Securities and Exchange Commission (SEC), on our website, or otherwise.

# PART I

## ITEM 1. Business

### BUSINESS OVERVIEW

The TJX Companies, Inc. (together with its subsidiaries, "TJX", the "Company", "we", or "our") is the leading off-price apparel and home fashions retailer in the United States and worldwide. We have over 4,300 stores that offer a rapidly changing assortment of quality, fashionable, brand name and designer merchandise at prices generally 20% to 60% below full-price retailers' (including department, specialty, and major online retailers) regular prices on comparable merchandise, every day.

Our stores are known for our value proposition of brand, fashion, price and quality. Our opportunistic buying strategies and flexible business model differentiate us from traditional retailers. We offer a treasure hunt shopping experience and a rapid turn of inventories relative to traditional retailers. Our goal is to create a sense of excitement and urgency for our customers and encourage frequent customer visits. We acquire merchandise in a variety of ways to support that goal. We reach a broad range of customers across income levels with our value proposition. Our strategies and operations are synergistic across our retail chains. As a result, we are able to leverage our expertise throughout our business, sharing information, best practices, initiatives and new ideas, and to develop talent across our Company. Further, we can leverage the substantial buying power of our businesses with our global vendor relationships.

In this report, fiscal 2017 means the fiscal year ended January 28, 2017; fiscal 2018 means the fiscal year ended February 3, 2018; fiscal 2019 means the fiscal year ending February 2, 2019 and fiscal 2020 means the fiscal year ending February 1, 2020. Unless otherwise indicated, all store information in this Item 1 is as of February 2, 2019, and references to store square footage are to gross square feet.

### *Our Businesses*

We operate our business in four main segments: Marmaxx and HomeGoods, both in the U.S., TJX Canada and TJX International.

#### *MARMAXX*

Our T.J. Maxx and Marshalls chains in the United States ("Marmaxx") are collectively the largest off-price retailer in the United States with a total of 2,343 stores. We founded T.J. Maxx in 1976 and acquired Marshalls in 1995. Both chains sell family apparel (including footwear and accessories), home fashions (including home basics, decorative accessories and giftware) and other merchandise. We primarily differentiate T.J. Maxx and Marshalls through different product assortment, including an expanded assortment of fine jewelry and accessories and a high-end designer section called The Runway at T.J. Maxx and a full line of footwear, a broader men's offering and a juniors' department called The Cube at Marshalls, as well as varying in-store initiatives. This differentiated shopping experience at T.J. Maxx and Marshalls encourages our customers to shop both chains. Our e-commerce website, [tjmaxx.com](http://tjmaxx.com), was launched in 2013.

#### *HOMEGOODS*

Our HomeGoods segment, introduced in 1992, is the leading off-price retailer of home fashions in the U.S. Through its 749 stores, HomeGoods offers an eclectic assortment of home fashions, including furniture, rugs, lighting, soft home, decorative accessories, tabletop and cookware as well as expanded pet, kids and gourmet food departments. In 2017, we launched Homesense in the U.S. Our 16 Homesense stores complement HomeGoods, offering a differentiated mix and expanded departments, such as large furniture, ceiling lighting and rugs, as well as different departments, such as a general store and an entertaining marketplace.

#### *TJX CANADA*

Our TJX Canada segment operates the Winners, HomeSense and Marshalls chains in Canada. Acquired in 1990, Winners is the leading off-price apparel and home fashions retailer in Canada. The merchandise offering at its 271 stores across Canada is comparable to T.J. Maxx, with select stores offering fine jewelry, and The Runway, a designer section. We opened our HomeSense chain in 2001, bringing the home fashions off-price concept to Canada. HomeSense has 125 stores with a merchandise mix of home fashions similar to HomeGoods in the U.S. We brought Marshalls to Canada in 2011 and operate 88 Marshalls stores in Canada. As with Marshalls in the U.S., our Canadian Marshalls stores offer an expanded footwear department and The Cube juniors' department, differentiating them from Winners stores.

## *TJX INTERNATIONAL*

Our TJX International segment operates the T.K. Maxx and Homesense chains in Europe and the T.K. Maxx chain in Australia. Launched in 1994, T.K. Maxx introduced off-price retail to Europe and remains Europe's only major brick-and-mortar off-price retailer of apparel and home fashions. With 567 stores, T.K. Maxx operates in the U.K., Ireland, Germany, Poland, Austria and the Netherlands. Through its stores and its e-commerce website for the U.K., tkmaxx.com, T.K. Maxx offers a merchandise mix similar to T.J. Maxx. We brought the off-price home fashions concept to Europe, opening Homesense in the U.K. in 2008 and in Ireland in 2017. Its 68 stores offer a merchandise mix of home fashions similar to that of HomeGoods in the U.S. and HomeSense in Canada. We acquired Trade Secret in Australia in 2015 and re-branded it under the T.K. Maxx name during 2017. The merchandise offering at T.K. Maxx in Australia's 44 stores is comparable to T.J. Maxx.

In addition to our four main segments, we operate Sierra, acquired in 2012 and rebranded from Sierra Trading Post in 2018. Sierra is an off-price retailer of brand name and quality outdoor gear, family apparel and footwear, sporting goods and home fashions. Sierra operates sierra.com and 35 retail stores in the U.S.

### ***Flexible Business Model***

Our flexible off-price business model, including our opportunistic buying, inventory management, logistics and flexible store layouts, is designed to deliver our customers a compelling value proposition of fashionable, quality, brand name and designer merchandise at excellent values every day. Our buying and inventory management strategies give us flexibility to adjust our merchandise assortments more frequently than traditional retailers, and the design and operation of our stores and distribution centers support this flexibility. Our buyers have more visibility into consumer, fashion and market trends and pricing when we buy closer to need, which can help us "buy smarter" and reduce our markdown exposure. Our selling floor space is flexible, without walls between departments and largely free of permanent fixtures, so we can easily expand and contract departments to accommodate the merchandise we purchase. Our logistics and distribution operations are designed to support our global buying strategies and to facilitate quick, efficient and differentiated delivery of merchandise to our stores, with a goal of getting the right merchandise to the right stores at the right time.

### ***Opportunistic Buying***

As an off-price retailer, our buying practices, which we refer to as opportunistic buying, differentiate us from traditional retailers. Our overall global buying strategy is to acquire merchandise on an ongoing basis that will enable us to offer a desirable and rapidly changing mix of branded, designer and other quality merchandise in our stores at prices below regular prices for comparable merchandise at full-price retailers, including department, specialty, and major online retailers. We seek out and select merchandise from the broad range of opportunities in the market to achieve this end. Our global buying organization, which numbers approximately 1,100 Associates and has offices across 4 continents in 12 countries, executes this opportunistic buying strategy, buying merchandise from more than 100 countries in a variety of ways, depending on market conditions and other factors.

We take advantage of opportunities to acquire merchandise at substantial discounts that regularly arise from the production and flow of inventory in the apparel and home fashions marketplace. These opportunities include, among others, order cancellations, manufacturer overruns, closeouts from brands, manufacturers and other retailers and special production direct from brands and factories. Our global buying strategies are intentionally flexible to allow us to react to frequently changing opportunities and trends in the market and to adjust how and what we source as well as when we source it. Our goal is to operate with lean inventory levels compared to conventional retailers to give us the flexibility to seek out and to take advantage of these opportunities as they arise, close to the time it is needed in our stores and online and when we have more visibility into fashion trends and price. In contrast to traditional retailers, which tend to order most of their goods far in advance of the time the product appears on the selling floor, our merchants generally remain in the marketplace for goods throughout the year, frequently looking for opportunities to buy merchandise. We buy much of our merchandise for the current or immediately upcoming selling season. We also buy some merchandise that is available in the market with the intention of storing it for sale, typically in future selling seasons. We generally make these purchases, referred to as packaway, in response to opportunities to buy merchandise that we believe has the right combination of brand, fashion, price and quality to supplement the product we expect to be available to purchase later for those future seasons. We also acquire some merchandise that we offer under in-house brands or brands that are licensed to us. We develop some of this merchandise ourselves in order to supplement the depth of, or fill gaps in, our expected merchandise assortment.

Manufacturers, retailers and other vendors make up our expansive universe of more than 21,000 vendors, which provides us substantial and diversified access to merchandise. We have not experienced difficulty in obtaining sufficient quality merchandise for our business in either favorable or difficult retail environments and expect this will continue as we continue to grow. We believe a number of factors provide us excellent access on an ongoing basis to leading branded merchandise and make us an attractive channel for many vendors in the market. We are typically willing to purchase less-than-full assortments of items, styles and sizes as well as quantities ranging from small to very large; we are able to disperse merchandise across our geographically diverse network of stores and to target specific markets; we pay promptly; we generally do not ask for typical retail concessions (such as advertising, promotional and markdown allowances), delivery concessions (such as drop shipments to stores or delayed deliveries) or return privileges; and we have financial strength and an excellent credit rating.

### ***Inventory Management***

We offer our customers a rapidly changing selection of merchandise to create a treasure hunt experience in our stores and to spur frequent customer visits. To achieve this, we seek to turn the inventory in our stores rapidly, regularly offering fresh selections of apparel and home fashions at excellent values. Our specialized inventory planning, purchasing, monitoring and markdown systems, coupled with distribution center storage, processing, handling and shipping systems, enable us to tailor the merchandise in our stores to local preferences and demographics, achieve rapid in-store inventory turnover on a vast array of products and generally sell through most merchandise within the period we planned. We make pricing and markdown decisions and store inventory replenishment determinations centrally, using information provided by specialized computer systems designed to move inventory through our stores in a timely and disciplined manner. We continue to invest in our supply chain with the goal of continuing to operate with low inventory levels, to ship more efficiently and quickly, and to more precisely and effectively allocate merchandise to each store.

### ***Pricing***

Our mission is to deliver great value to our customers every day. We do this by offering quality, fashionable, brand name and designer merchandise in our stores with retail prices that are generally 20% to 60% below full-price retailers' (including department, specialty, and major online retailers) regular prices on comparable merchandise, every day. We do not generally engage in promotional pricing activity such as sales or coupons. We have generally been able to react to price fluctuations in the wholesale market to maintain our pricing gap relative to prices offered by traditional retailers as well as our merchandise margins through various economic cycles.

### ***Low Cost Operations***

We operate with a low cost structure compared to many traditional retailers. We focus aggressively on expenses throughout our business. Our advertising is generally focused on promoting our retail banners rather than individual products, including at times promoting multiple banners together, which contributes to our advertising budget (as a percentage of sales) remaining low compared to many traditional retailers. We design our stores to provide a pleasant, convenient shopping environment but, relative to other retailers, do not spend heavily on store fixtures. Additionally, our distribution network is designed to run cost effectively.

### ***Customer Service/Shopping Experience***

We continue to renovate and upgrade our stores across our retail banners to enhance our customers' shopping experience and help drive sales. Although we offer a self-service format, we train our store Associates to provide friendly and helpful customer service and seek to staff our stores to deliver a positive shopping experience. We typically offer customer-friendly return policies. We accept a variety of payment methods including cash, credit cards and debit cards. We also offer TJX-branded credit cards in the U.S. through a bank, but do not own the customer receivables.

### ***Distribution***

We operate distribution centers encompassing approximately 19 million square feet in six countries. These centers are generally large, and built to suit our specific, off-price business model, with a combination of automated systems and manual processes to manage the variety of merchandise we acquire. We ship substantially all of our merchandise to our stores through a network of distribution centers, warehouses and shipping centers operated by third parties.

## Store Growth

Expansion of our business through the addition of new stores continues to be an important part of our global growth strategy. The following table provides store growth information for our four major segments for the two most recently completed fiscal years, as well as our growth estimates for fiscal 2020 and our estimates of the long-term store growth potential of these segments in their current geographies:

	Approximate Average Store Size (square feet)	Number of Stores at Year End			Estimated Store Growth Potential
		Fiscal 2018	Fiscal 2019	Fiscal 2020 (estimated)	
<b>Marmaxx</b>					
T.J. Maxx	28,000	1,223	<b>1,252</b>		
Marshalls	29,000	1,062	<b>1,091</b>		
		2,285	<b>2,343</b>	2,403	3,000
<b>HomeGoods</b>					
HomeGoods	23,000	667	<b>749</b>		
Homesense	27,000	4	<b>16</b>		
		671	<b>765</b>	845 <sup>(1)</sup>	1,400 <sup>(1)</sup>
<b>TJX Canada</b>					
Winners	28,000	264	<b>271</b>		
HomeSense	23,000	117	<b>125</b>		
Marshalls	27,000	73	<b>88</b>		
		454	<b>484</b>	514	600
<b>TJX International</b>					
T.K. Maxx (Europe)	29,000	540	<b>567</b>		
Homesense (Europe)	20,000	55	<b>68</b>		
T.K. Maxx (Australia)	22,000	38	<b>44</b>		
		633	<b>679</b>	729	1,100 <sup>(2)</sup>
<b>TJX Total <sup>(3)</sup></b>		<b>4,070</b>	<b>4,306</b>	<b>4,536 <sup>(1)</sup></b>	<b>6,100 <sup>(1)</sup></b>

(1) HomeGoods and TJX total includes 31 Homesense stores in the U.S. estimated for fiscal 2020 and store growth potential includes 400 Homesense stores.

(2) Reflects store growth potential for T.K. Maxx in current geographies and for Homesense in the United Kingdom and Ireland.

(3) Includes 27 Sierra stores in fiscal 2018, 35 Sierra stores for fiscal 2019, and 45 Sierra stores estimated for fiscal 2020. Sierra stores are not included in estimated store growth potential.

Some of our home fashion stores are co-located with one of our apparel stores in a combo or superstore format. We count each of the stores in the combo or superstore format as a separate store.

## Competition

The retail apparel and home fashion business is highly competitive. We compete on the basis of numerous factors including brand, fashion, price, quality, selection and freshness; in-store and online service and shopping experience; reputation and store location. We compete with local, regional, national and international department, specialty, off-price, discount, warehouse and outlet stores as well as other retailers that sell apparel, home fashions and other merchandise that we sell, whether in stores, online, through catalogs, or other media channels.

## Employees

As of February 2, 2019, we had approximately 270,000 employees, many of whom work less than 40 hours per week. In addition, we hire temporary employees, particularly during the peak back-to-school and holiday seasons. Our full-time, part-time, temporary, and seasonal workforce supports the execution of our flexible off-price business model, including the timing and frequency of store deliveries and the management of a rapidly changing mix of store inventory in over 4,300 retail stores in nine countries.

## **Trademarks**

We have the right to use our principal trademarks and service marks, which are T.J. Maxx, Marshalls, HomeGoods, Winners, Homesense/HomeSense, T.K. Maxx, Sierra and Sierra Trading Post, in relevant countries. We expect our rights in these trademarks and service marks to endure in locations where we use them for as long as we continue to do so.

## **Seasonality**

Our business is subject to seasonal influences. In the second half of the year, which includes the back-to-school and year-end holiday seasons, we generally realize higher levels of sales and income.

## **SEC Filings and Certifications**

Copies of our annual reports on Form 10-K, proxy statements, quarterly reports on Form 10-Q and current reports on Form 8-K filed with or furnished to the SEC, and any amendments to those documents, are available free of charge on our website, [tjx.com](http://tjx.com), under "SEC Filings," as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. They are also available free of charge from TJX Global Communications, 770 Cochituate Road, Framingham, Massachusetts 01701. The SEC maintains a website containing all reports, proxies, information statements, and all other information ([www.sec.gov](http://www.sec.gov)).

Information appearing on [tjx.com](http://tjx.com) is not a part of, and is not incorporated by reference in, this Form 10-K.

## **EXECUTIVE OFFICERS OF THE REGISTRANT**

The following are the executive officers of TJX as of April 3, 2019:

Name	Age	Office and Business Experience
Kenneth Canestrari	57	Senior Executive Vice President, Group President since September 2014. President, HomeGoods from 2012 to September 2014. Executive Vice President, Chief Operating Officer, HomeGoods from 2008 until 2012. Various financial positions with TJX from 1988 to 2008.
Scott Goldenberg	65	Senior Executive Vice President and Chief Financial Officer since April 2014; Executive Vice President and Chief Financial Officer from January 2012 to April 2014. Executive Vice President, Finance from June 2009 to January 2012. Senior Vice President, Corporate Controller from 2007 to 2009 and Senior Vice President, Director of Finance, Marmaxx, from 2000 to 2007. Various financial positions with TJX from 1983 to 1988 and 1997 to 2000.
Ernie Herman	58	Chief Executive Officer since January 2016. Director since October 2015. President since January 2011. Senior Executive Vice President, Group President from August 2008 to January 2011. President, Marmaxx from 2005 to 2008. Senior Executive Vice President, Chief Operating Officer, Marmaxx from 2004 to 2005. Executive Vice President, Merchandising, Marmaxx from 2001 to 2004. Various merchandising positions with TJX since joining in 1989.
Carol Meyrowitz	65	Executive Chairman of the Board since January 2016. Chairman of the Board from June 2015 to January 2016. Chief Executive Officer from January 2007 to January 2016. Director since 2006 and President from 2005 to January 2011. Consultant to TJX from January 2005 to October 2005. Senior Executive Vice President from March 2004 to January 2005. President, Marmaxx from 2001 to January 2005. Executive Vice President of TJX from 2001 to 2004. Various senior management and merchandising positions with Marmaxx and with Chadwick's of Boston and Hit or Miss, former divisions of TJX, from 1983 to 2001.
Douglas Mizzi	59	Senior Executive Vice President, Group President since February 2018. President, TJX Canada from October 2011 to February 2018. Managing Director T.K. Maxx, UK from April 2010 to October 2011. Executive Vice President, Chief Operating Officer, WMI from February 2006 to April 2010. Senior Vice President, Director of Store Operations, WMI from 2004 to 2006. Various store operations positions with TJX from 1988 to 2004.
Richard Sherr	62	Senior Executive Vice President, Group President since January 2012. President, HomeGoods from 2010 to 2012. Chief Operating Officer, Marmaxx from 2007 until 2010. Various merchandising positions at TJX from 1992 to 2007.

The executive officers hold office until the next annual meeting of the Board in June 2019 and until their successors are elected and qualified.

## ITEM 1A. Risk Factors

The statements in this section describe the major risks to our business and should be considered carefully, in connection with all of the other information set forth in this annual report on Form 10-K. The risks that follow are those that we think, individually or in the aggregate, could cause our actual results to differ materially from those stated or implied in forward-looking statements.

### ***Failure to execute our opportunistic buying strategy and inventory management could adversely affect our results.***

Opportunistic buying, operating with lean inventory levels and frequent inventory turns are key elements of our off-price business strategy but subject us to risks related to the pricing, quantity, mix, nature, and timing of inventory flowing to our stores. Our merchants are in the marketplace frequently, as much of our merchandise is purchased for the current or immediately upcoming season, and our focus on buying opportunistically places considerable discretion with them. Our business model expects our merchants to effectively react to frequently changing opportunities and trends in the market, assess the desirability and value of merchandise and generally make determinations of how and what we source as well as when we source it. If we do not obtain the right merchandise at the right times, in the right quantities, at the right prices and in the right mix, our customer traffic, as well as our sales and margins, could be adversely affected.

We base our purchases of inventory, in part, on our sales forecasts. If our sales forecasts do not match customer demand, we may experience higher inventory levels and need to take markdowns on excess or slow-moving inventory or we may have insufficient inventory to meet customer demand, either of which could adversely affect our financial performance.

If we are unable to generally purchase inventory at prices sufficiently below prices paid by conventional retailers, we may not be able to maintain a sufficient overall pricing differential to full-price retailers, including department, specialty, and major online retailers, and our ability to attract customers or sustain our margins may be adversely affected. We may not achieve this pricing differential at various times or in some reporting segments, chains or geographies, which could adversely affect our results.

To respond to customer demand and effectively manage pricing and markdowns, we need to appropriately allocate and deliver merchandise to our stores, maintain an appropriate mix and level of inventory in each store, and be flexible in our allocation of floor space at our stores among product categories. If we are not able to do so, our ability to attract and retain customers and our results could be adversely affected.

### ***Failure to continue to expand our business and operations successfully or to manage our substantial size and scale effectively could adversely affect our financial results.***

Our growth strategy includes successfully expanding within our current markets and into new geographic regions, product lines, and channels and, as appropriate, adding new businesses, whether by development, investment or acquisition. Managing growth effectively can be difficult. If any aspect of our expansion strategy does not achieve the success we expect, in whole or in part, we may fail to meet our financial performance expectations and/or may be required to increase investments, slow our planned growth or close stores or operations. Various circumstances could adversely affect our expansion plans. For example, if we are not able to find and lease appropriate real estate on attractive terms in the locations where we seek to open stores, we may need to change our planned growth in those areas. Similarly, new stores may not achieve the same sales or profit levels as our existing stores, whether in current or new markets; our financial performance in new markets may not be the same as in existing markets; and adding stores or banners to existing markets may otherwise adversely affect our sales and profitability in those markets.

Further, our substantial size can make it challenging to manage our complex operations effectively and to maintain appropriate internal resources and third party providers to support our business effectively. These challenges increase as we grow our business, and may add pressure to management and to various functions across our business, including administration, systems, including information technology systems, merchandising, store operations, distribution, logistics, and compliance. Increasing our size and complexity may also put additional pressure on appropriately staffing and training Associates in these areas and/or managing appropriate third party providers that support these areas. The large size and scale of our operations, our multiple banners and locations across the U.S., Canada, Europe and Australia and the autonomy afforded to the banners in some aspects of the business also increases the risk that our systems, controls, practices and policies may not be implemented effectively or consistently throughout our Company and that information may not be appropriately shared across our operations. These risks may increase as we continue to grow, particularly if we expand into additional countries. If business information is not shared effectively, or if we are otherwise unable to manage our size or growth effectively, our business may be adversely affected or we may need to reduce the rate of expansion or otherwise curtail growth, which may adversely affect our business plans, sales and results.



***Failure to identify consumer trends and preferences to meet customer demand in new or existing markets or channels could negatively impact our performance.***

As our success depends on our ability to meet customer demand and expectations, we work to identify consumer trends and preferences on an ongoing basis and to offer inventory and shopping experiences that meet those trends and preferences. However, we may not do so effectively and on a timely basis across our diverse merchandise categories and in each of the many markets in the U.S., Canada, Europe and Australia in which we do business. Trends and preferences in markets may differ from what we anticipate. Although our business model allows us greater flexibility than many traditional retailers to meet consumer preferences and trends (for example, by expanding and contracting merchandise categories in response to consumers' changing tastes), we may not successfully do so, which could add difficulty in attracting new customers, retaining existing customers and encouraging frequent customer visits and could adversely affect our results.

Customers may also have expectations about how they shop in stores or through e-commerce or more generally engage with businesses across different channels (for example, through various digital platforms), which expectations may vary across demographics and may evolve rapidly. Meeting these expectations effectively involves identifying the right opportunities and making the right investments at the right time and with the right speed, among other things, and failure to do so may impact our financial results.

***If we fail to successfully implement our various marketing efforts or if our competitors' programs are more effective than ours, our revenue or results of operations may be adversely affected.***

Customer traffic and demand for our merchandise may be influenced by our marketing efforts. Although we use marketing to drive customer traffic through various media including television, radio, print, outdoor, digital/social media, email, mobile and direct mail, some of our competitors expend more for their programs than we do, or use different approaches than we do, which may provide them with a competitive advantage. Further, we may not effectively implement strategies with respect to rapidly evolving digital communication channels. Our programs may not be or remain effective or could require increased expenditures, which could have a significant adverse effect on our revenue and results of operations.

***We operate in highly competitive markets, and we may not be able to compete effectively.***

The retail apparel and home fashion businesses are highly competitive. We compete with local, regional, national and international retailers that sell apparel, home fashions and other merchandise that we sell, including retailers that operate through stores, e-commerce, catalogues and/or other media or channels. Some of our competitors are larger than we are or have more experience in selling certain product lines or through certain channels than we do. New competitors frequently enter the market. Existing competitors enter or increase their presence in markets in which we operate and may expand their merchandise offerings, add new sales channels or change their pricing strategies, all of which affect the competitive landscape. Consumer spending online has increased and may continue to increase, while our business is primarily in stores. We compete on the basis of various factors affecting value, meaning the combination of brand, fashion, price, and quality as well as merchandise selection and freshness; banner name recognition and appeal; both in-store and online service and shopping experience; convenience and store location. If we fail to compete effectively, our sales and results of operations could be adversely affected.

***Failure to employ quality Associates in appropriate numbers and to retain key Associates and management could adversely affect our performance.***

Our performance depends on recruiting, hiring, developing, training and retaining talented Associates in key areas such as buying and management. We also need to hire capable, engaged Associates in large numbers for our stores and distribution centers and for other areas of our business, including information technology functions. We must constantly recruit new Associates to fill entry level and part-time positions with historically high rates of turnover and at times find seasonal talent in sufficient numbers. Availability and skill of Associates may differ across markets in which we do business and in new markets we enter, and we may be unable to manage our labor needs effectively. In addition, because of the distinctive nature of our off-price model, we must provide significant internal training and development for key Associates across the Company, including within our buying organization. Similar to other retailers, we face challenges in securing and retaining sufficient talent in management and other key areas for many reasons, including competition for talent in the retail industry and in various geographic markets. If we do not effectively attract qualified individuals, train them in our business model, support their development and retain them in sufficient numbers and at appropriate levels of the organization, our growth could be limited and our performance could be adversely affected.

***Labor costs, including wage, pension and healthcare costs, and other challenges from our large workforce may adversely affect our results and profitability.***

We have a large workforce, and our ability to meet our labor needs and control labor costs is subject to various factors such as minimum wage laws and benefits requirements; market pressures, including prevailing wage rates and benefit levels and unemployment levels; changing demographics; economic conditions; interest rate changes; actuarial assumptions and methods; the costs of providing and managing retirement, health and other employee benefits, including health and insurance costs; and a dynamic regulatory and policy environment, including with respect to health care, immigration, labor, employment, pension and other employee benefits, and taxes. Any of these factors could increase our labor costs.

Increased labor costs may adversely affect our results of operations. In addition, when wage rates or benefit levels increase in a market, increasing our wages or benefits may negatively impact our earnings (as they did during the past several fiscal years). Conversely, failing to offer competitive wages or benefits could adversely affect our ability to attract or retain sufficient or quality Associates, causing our customer service or performance to suffer, which could impact our results.

Many Associates in our distribution centers are members of unions, and therefore we are subject to the risk of labor actions of various kinds as well as risks and potential material expenses associated with multiemployer plans, including from pension plan underfunding, benefit cuts, increased contribution requirements, changes in plan terms, withdrawal liability, increased premium costs, or insolvency of other participating employers or governmental insurance programs. Other Associates in Europe are members of works councils, which may subject us to additional requirements, actions or expense.

***Compromises of our data security, disruptions in our information technology systems, or failure to satisfy the information technology needs of our business could result in material loss or liability, materially impact our operating results or materially harm our reputation.***

Our business depends on our information technology systems, which collect and process information of customers, Associates and other persons, as well as information of our business and of our suppliers and service providers. We rely heavily on information technology systems, including those of suppliers and service providers, to manage all key aspects of our business, including planning, purchasing, sales, supply chain management, inventory management, point-of-sale processing, e-commerce, human resources, financial management, communications, safeguarding information, and compliance with legal obligations. This reliance requires us to accurately anticipate our current and future information technology needs and successfully develop and implement appropriate systems that can provide the right support at the right time. Our ongoing operations and successful growth are dependent on the doing so, as well as the ongoing integrity, security and consistent operations of these systems, including related back-up systems.

As is common in the retail industry, our information technology systems, as well as those of our suppliers and service providers, are targeted by attempts to access personal or sensitive information, attempts to steal money, and attempts to disrupt business. These attempts could include use of malware, ransomware, phishing, social engineering, denial-of-service attacks, exploitation of software or product vulnerabilities, employee malfeasance, skimmers and shimmers, and other forms of cyber attacks. These attempts are becoming increasingly sophisticated, heightening the risk of compromise or disruption. Our and our suppliers' and service providers' information technology systems also may be damaged or disrupted, or personal or sensitive information compromised, from a number of other causes, including power outages, system failures, catastrophic events, or employee inadvertence. Such damage or interruption could materially impair our ability to operate our business or otherwise result in material impacts on our operating results. In addition, the global regulatory environment surrounding information security and privacy is increasingly demanding, and unauthorized access of personal or sensitive information could result in regulatory enforcement actions, class actions, contract liability, or other forms of material legal liability. Any successful compromise or disruption of our information technology systems could result in material reputational harm and impact our customers' willingness to shop in our stores or online and/or our suppliers' willingness to do business with us.

We maintain policies, procedures, and controls designed to reduce the risk of data security compromises and information technology failures or disruptions. While we have implemented measures designed to further strengthen these policies, procedures and controls since the unauthorized intrusions into our network discovered late in 2006, we may suffer a similar event in the future. These measures also require costly and ongoing investment in technologies, hiring, training, and compliance.

There is a risk of material business disruption, liability and reputational damage associated with ongoing actions intended to update, enhance, modify or replace our systems and infrastructure, including from not accurately capturing and maintaining data, efficiently testing and implementing changes, realizing the expected benefit of the change and managing the potential disruption of the actions and diversion of internal teams' attention as the changes are implemented.

***Economic conditions, on a global level or in particular markets, may adversely affect our financial performance.***

Global financial markets can experience volatility, disruption and credit contraction, which could adversely affect global economic conditions. Turmoil in the financial, equity and credit markets or other changes in economic conditions could adversely affect sources of liquidity available to us or our costs of capital and could adversely affect plan asset values and investment performance, and increase our pension liabilities, expenses and funding requirements and other related financial exposure with respect to company-sponsored and multiemployer pension plans. Our strategies for managing these financial risks and exposures may not be effective or sufficient. Economic conditions, both on a global level and in particular markets, including unemployment levels; availability of disposable income and actual and perceived wealth; energy and health care costs; costs of oil, gas and other commodities; interest and tax rates and policies; weakness in the housing market; volatility in capital markets; credit availability; inflation and deflation, as well as political or other factors beyond our control such as threats or possibilities of war, terrorism, global or national unrest; actual or threatened epidemics; geopolitical instability or uncertainty; and regulatory volatility or uncertainty, including in areas such as international trade (for example, the ongoing discussions and uncertainty related to Brexit, the U.K.'s decision to withdraw from the European Union) may also have significant effects on consumer confidence and spending that would, in turn, affect our business or the retail industry generally. These conditions and factors could adversely affect discretionary consumer spending or shift trends in consumer spending and, although we believe our flexible off-price model helps us react, they may adversely affect our sales, cash flows and results of operations and performance.

***Damage to our corporate reputation or those of our retail banners could adversely affect our sales and operating results.***

We believe that building the brand reputation of our company and our retail banners is important to our continuing success. In the many different markets in which we do business, we work to build relationships with our customers through our various marketing campaigns and other activities. These relationships and our reputation are based, in part, on perceptions of subjective qualities. Incidents involving us, our retail banners, our executives or other Associates, our policies and practices, our third party providers, our vendors, the merchandise and brands (including our licensed or owned brands) that we carry or our industry more generally that erode trust or confidence could adversely affect our reputation and our business, particularly if the incidents result in rapid or significant adverse publicity, litigation or governmental inquiry. Information about us, our retail banners, our executives and other Associates, our board of directors, our policies and practices, our third party providers, our vendors, and the merchandise and brands we sell, including our licensed or owned brands, that is publicized through traditional or digital media platforms, including blogs, websites and other forums that facilitate rapid, broad communications to an audience of consumers and other interested persons, may adversely affect our reputation and brand, even if the information is inaccurate, incomplete or unverified. The reputation of our company and our retail banners may be damaged in a market or markets in which we do business by adverse events at the corporate level or at our retail banners, or by a director or an executive or other Associate acting outside of company policies and practices. Similarly, challenges or reactions to action (or inaction), perceived action (or inaction), by our company on issues like social policies, privacy, merchandising, compensation, compliance related to social, product, labor and environmental standards or other sensitive topics, and any perceived lack of transparency about such matters, could harm our reputation, particularly as expectations of companies and of companies' corporate responsibility obligations may continue to change. Damage to the reputation of our company and our banners could result in declines in customer loyalty and sales; affect our vendor relationships, business development opportunities and our ability to attract and retain quality Associates; divert attention and resources from management, including to respond to inquiries or additional regulatory scrutiny; and otherwise adversely affect our results.

***Quality, safety or other issues with merchandise we sell could damage our reputation, sales and financial results.***

Various governmental authorities in the jurisdictions where we do business regulate the quality and safety of the merchandise we sell to consumers. Regulations and standards in this area, including federal regulations related to the U.S. Consumer Product Safety Improvement Act of 2008 and the U.S. Food Safety Modernization Act, state regulations like California's Proposition 65, and similar legislation in other countries in which we operate, impose restrictions and requirements on the merchandise we sell in our stores and through e-commerce. These regulations change from time to time and new federal, state, provincial or local regulations in the U.S. and other countries that may affect our business are contemplated and enacted with some regularity. If we or our merchandise vendors are unable to comply with regulatory requirements on a timely basis or at all, or to adequately monitor new regulations that may apply to existing or new merchandise categories or in new geographies, we could incur significant fines or penalties or we could have to curtail some aspects of our sales or operations, which could have an adverse effect on our financial results. We rely on our vendors to provide quality merchandise that complies with applicable product safety laws, labeling requirements and other applicable laws, but they may not comply with their obligations to do so. Although our arrangements with our vendors frequently provide for indemnification for product liabilities, the vendors may fail to honor those obligations to an extent we consider sufficient or at all. Concerns or issues with the quality and safety of merchandise raised publicly, particularly with products subject to increased levels of regulation, or the genuineness of merchandise, regardless of whether verified or our fault, could cause damage to our reputation and could result in lost sales; uninsured claims or losses; merchandise recalls and increased costs; and regulatory, civil or criminal fines or penalties, any of which could have an adverse effect on our financial results.

***Failure to comply with laws, rules, regulations and orders and applicable accounting principles and interpretations could negatively affect our business operations and financial performance.***

We are subject to federal, state, provincial, regional and local laws, rules and regulations as well as government orders in various countries in which we operate. These legal, regulatory and administrative requirements collectively affect multiple aspects of our business, including the cost of providing health care and retirement benefits, workforce management, logistics, marketing, import/export, sourcing and manufacturing, tax, data protection and others. If we, or third parties that perform services on our behalf, fail to comply with applicable laws, rules, regulations and orders, we may be subject to judgments, fines or other costs or penalties, which could adversely affect our operations and our financial results and condition.

Complying with applicable laws, rules, regulations, orders and our own internal policies may also require us to spend additional time and resources to implement new procedures and financial and other controls, conduct audits, train Associates and third parties on our compliance methods or take other actions, particularly as we continue to grow globally and enter new markets or countries, any of which could adversely impact our results.

We must also comply with new and changing laws, rules and regulations, evolving interpretations of existing laws by judicial and regulatory authorities, and reforms in jurisdictions where we do business. These changes could increase our costs of compliance or of doing business and could adversely affect our operating results, including such changes involving:

- labor and employment practices and benefits, including for labor unions and works councils;
- climate change, energy and waste;
- supply chain, trade restrictions and logistics, including resulting from changes to requirements or policies from the outcome of Brexit discussions;
- health and welfare regulations;
- consumer protection and product safety;
- financial regulations;
- data protection and privacy, such as to comply with, or fines and penalties related to, the General Data Protection Regulation in Europe;
- Internet regulations, including e-commerce, electronic communications and privacy; and
- protection of intellectual property rights.

Particularly in a dynamic regulatory environment, anticipated changes to laws and regulations may require us to invest in compliance efforts or otherwise expend resources before changes are certain. For example, the ongoing uncertainty around Brexit, including relating to timing and the range of possible outcomes, has required us to consider and in some cases implement strategies for mitigating potential disruptions to our supply chain.

Further, applicable accounting principles and interpretations may change from time to time, and the changes could have material effects on our future or previously reported financial results.

***Our results may be adversely affected by serious disruptions or catastrophic events, as well as adverse or unseasonable weather.***

Natural or other disasters, such as hurricanes, tornadoes, floods, earthquakes and other extreme weather; climate conditions; unforeseen public health issues, such as pandemics and epidemics; or fires, explosions and acts of war or terrorism could disrupt our operations in a number of ways, including severely damaging or destroying one or more of our stores, distribution facilities or data centers, or could disrupt the operations of one or more of our vendors or other parts of our supply chain located in the affected areas. Day-to-day operations, including our ability to receive products from our vendors or third party service providers or transport products to our stores or to our e-commerce customers could be adversely affected, transportation to and from our stores (by customers or Associates) could be limited, or we could be required to close stores or distribution centers in the affected areas or in areas served by affected distribution centers for a short or extended period of time (as we did in areas of the U.S., including Puerto Rico, after severe hurricanes during fiscal 2018).

Adverse weather can similarly affect our operations in impacted areas. Adverse or unseasonable weather, such as storms, severe cold or heat or unseasonable temperatures (even if not extreme) may also affect customers' buying patterns and willingness to shop certain categories we offer or at all, and accordingly, can adversely affect the demand for the merchandise in our stores, particularly in apparel and seasonal merchandise, possibly impacting our sales, customer satisfaction with our stores and increasing markdowns. As a result, our business could be adversely affected.

***Our expanding international operations expose us to risks inherent in operating in new countries.***

We have a significant retail presence in Canada and in countries in Europe, and have expanded our retail operations into Australia. We also operate buying offices around the world. Our goal is to continue to expand our operations into other countries in the future. It can be costly and complex to establish, develop and maintain international operations and promote business in new international jurisdictions, which may differ significantly from other countries in which we currently operate.

Just as with our current operations, there are risks inherent in opening and developing operations in new countries, such those related to compliance under the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Additional risks include, among others, understanding the local retail climate and trends, local customs and cultures, seasonal differences, business practices and competitive conditions; complying with relevant laws, rules and regulations; developing the appropriate infrastructure; identifying suitable partners for local operations and for integration with our global operations and effectively communicating and implementing company policies and practices in new, possibly remote, jurisdictions. There are also financial, regulatory and other risks associated with international operations, including currency exchange fluctuations; potentially adverse tax consequences; limitations on the repatriation and investment of funds outside of the country where earned; trade regulations; the risk of sudden policy or regulatory changes; the risk of political, economic and civil instability and labor unrest; and uncertainties regarding interpretation, application and enforceability of laws and agreements. Any of these risks could adversely impact our operations, profitability or liquidity.

***We are subject to risks associated with sourcing merchandise from others, particularly where sourcing from other countries and moving merchandise internationally.***

We are subject to various risks of sourcing merchandise from others, particularly other countries, including risks related to moving merchandise internationally. Many of the products sold in our stores are sourced by our vendors and, to a lesser extent, by us, in locations, particularly southeastern Asia, which are outside of the country where they will be sold. Where we are the importer of record, we may be subject to regulatory or other requirements, including those similar to requirements imposed upon the manufacturer of such products. These risk include:

- potential disruptions in manufacturing and supply;
- changes in duties, tariffs, trade restrictions, sanctions, quotas and voluntary export restrictions on imported merchandise, including, for example, tariffs and border adjustment taxes; changes to the North American Free Trade Agreement or successor or other trade agreements; or changes to trade requirements resulting from Brexit;
- transport capacity and costs;
- information technology challenges;
- problems in third-party distribution and warehousing, logistics, transportation and other supply chain interruptions;
- strikes, threats of strikes and other events affecting delivery;
- consumer perceptions of the safety or quality of imported merchandise;
- product and international trade compliance with laws and regulations of the destination country;

- compliance with laws and regulations including changing labor, environmental, international trade and other laws in those countries and those concerning ethical business practices, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act;
- product liability claims from customers or penalties from government agencies relating to products that are recalled, defective or otherwise noncompliant or alleged to be harmful;
- intellectual property enforcement and infringement issues;
- concerns about human rights, working conditions and other labor rights and conditions in countries where merchandise is produced;
- concerns about transparent sourcing and supply chains;
- currency exchange rates, financial or economic instability; and
- political or other disruptions in countries from, to or through which merchandise is imported.

These and other factors relating to sourcing, international trade and imported merchandise could affect the availability and the price of our inventory and our operating costs. Furthermore, although we have implemented policies and procedures designed to facilitate compliance with laws and regulations relating to production of merchandise, international operations and importing merchandise, there can be no assurance that our Associates and our contractors, agents, vendors or other third parties with whom we do business or to whom we outsource business operations will not violate such laws and regulations or our policies, which could subject us to liability and could adversely affect our reputation, operations or operating results.

***Our results may be adversely affected by reduced availability of, or increases in, the price of oil or other fuels, increased costs of other commodities, or other increases in utility, transportation or logistics costs.***

Energy and fuel costs can fluctuate dramatically and, at times, have resulted in significant cost increases, particularly for the price of oil and gasoline. An increase in the price of oil increases our transportation costs for distribution, utility costs for our retail stores and costs to purchase our products from suppliers. Although we typically enter into derivative instruments designed to manage a portion of our transportation costs (a hedging strategy), any such strategy may not be effective or sufficient and could result in increased operating costs. Increased regulation related to environmental costs, including cap and trade, carbon taxes or other emissions management systems could also adversely affect our costs of doing business, including utility, transportation and logistics costs, as could other shortages or disruptions impacting transportation, such as those relating to trucking and freight hauling. For example, in recent years, increased freight cost related to labor and equipment shortages, as well as other factors, had an impact on our margins. Similarly, other commodity prices can fluctuate dramatically. Such increases can increase the cost of merchandise, which could adversely affect our performance through potentially reduced consumer demand or reduced margins.

***Fluctuations in currency exchange rates may lead to lower revenues and earnings.***

Sales made by our stores outside the United States are denominated in the currency of the country in which the store is located, and changes in currency exchange rates affect the translation of the sales and earnings of these businesses into U.S. dollars for financial reporting purposes. Because of this, movements in currency exchange rates have had and are expected to continue to have a significant impact on our consolidated and segment results from time to time. Changes in currency exchange rates can also increase the cost of inventory purchases that are denominated in a currency other than the local currency of the business buying the merchandise. When exchange rates change significantly in a short period or move unfavorably over an extended period, as in recent years, it can be difficult for us to adjust retail prices accordingly, and gross margin can be adversely affected. In addition, a significant amount of merchandise we offer for sale is made in China and accordingly, a revaluation of Chinese currency, or increased market flexibility in the exchange rate for that currency, increasing its value relative to the U.S. dollar or currencies in which our stores are located, could be significant.

Additionally, we routinely enter into inventory-related derivative instruments (a hedging strategy) to mitigate the impact of currency exchange rates on merchandise margins of merchandise purchases by our segments denominated in currencies other than their local currencies. In accordance with GAAP, we evaluate the fair value of these derivative instruments and make mark-to-market adjustments at the end of each accounting period. These adjustments are of a much greater magnitude when there is significant volatility in currency exchange rates and may have a significant impact on our earnings.

Although we implement foreign currency hedging and risk management strategies to reduce our exposure to fluctuations in earnings and cash flows associated with changes in currency exchange rates, we expect that currency exchange rate fluctuations could have a material adverse effect on our sales and results of operations from time to time. In addition, fluctuations in currency exchange rates may have a greater impact on our earnings and operating results if a counterparty to one of our hedging arrangements fails to perform.

***Our quarterly operating results fluctuate and may fall short of prior periods, our projections or the expectations of securities analysts or investors, which could adversely affect our stock price.***

Our operating results have fluctuated from quarter to quarter at points in the past, and they may do so in the future. If we fail to increase our results over prior periods, to achieve our projected results or to meet the expectations of securities analysts or investors, our stock price may decline, and the decrease in the stock price may be disproportionate to the shortfall in our financial performance. Results may be affected by various factors, including those described in these risk factors. We maintain a forecasting process that seeks to plan sales and align expenses. If we do not control costs or appropriately adjust costs to actual results, or if actual results differ significantly from our forecast, our financial performance could be adversely affected. In addition, if we do not repurchase the number of shares we contemplated pursuant to our stock repurchase programs, our earnings per share may be adversely affected.

***If we engage in mergers or acquisitions or investments in new businesses, or divest, close or consolidate any of our current businesses, our business will be subject to additional risks.***

We may acquire new businesses (as we did with our Australia business in fiscal 2016 and Sierra in fiscal 2013), invest in or enter into joint ventures with other businesses, develop new businesses internally (as with Homesense, our U.S. home store concept launched in fiscal 2018) and divest, close or consolidate businesses. Failure to execute on mergers, acquisitions, investments, divestitures, closings and consolidations in a satisfactory manner could adversely affect our future results of operations and financial condition. Acquisition, investment or divestiture activities may divert attention of management from operating the existing businesses, and we may not effectively evaluate target companies, investments or investment partners or assess the risks, benefits and costs of buying, investing in or closing businesses or of the integration of acquired businesses, all of which can be difficult, time-consuming and dilutive. These activities may not meet our performance and other expectations and may expose us to unexpected or greater-than-expected costs, liabilities and risks. In addition, we recorded intangible assets and goodwill and the value of the tradenames in connection with our last acquisitions and may similarly do so in the future in connection with other acquisitions. If we are unable to realize the anticipated benefits from acquisitions, we may be required to impair some or all of the goodwill associated with an acquisition, which would adversely impact our results of operations and balance sheet, such as with the impairment charge related to Sierra taken during fiscal 2018. Divestitures, closings and consolidations could involve risks such as significant costs and obligations of closure, including exposure on leases, owned real estate and other contractual, employment, pension and severance obligations, and potential liabilities that may arise under law as a result of the disposition or the subsequent failure of an acquirer.

***Our results may be materially adversely affected by the outcomes of litigation, legal proceedings and other legal or regulatory matters.***

We are involved, or may in the future become involved, in legal proceedings, regulatory reviews, audits and other legal matters. These may involve inquiries, investigations, lawsuits and other proceedings by local, provincial, state and federal governmental entities (in the United States and other countries) and private plaintiffs, including with respect to employment and employee benefits (such as classification, employment rights, discrimination, wage and hour and retaliation); whistle blower claims; tax; securities; disclosure; real estate; environmental matters; tort; business practices; consumer protection; privacy/data security; product safety and compliance; advertising; and intellectual property. There continue to be employment-related and consumer protection lawsuits, including putative class actions, in the United States, and we are subject to these types of suits. We cannot predict the results of legal and regulatory proceedings with certainty, and actual results may differ from any reserves we establish estimating the probable outcome. Regardless of merit or outcome, these proceedings can be both time-consuming and disruptive to our operations and may cause significant expense and diversion of management attention. Legal, regulatory and other proceedings could expose us to significant defense costs, fines, penalties and liability to private parties and governmental entities for monetary recoveries and other amounts and attorneys' fees and/or require us to change aspects of our operations, any of which could have a material adverse effect on our business and results of operations.

***Tax matters could adversely affect our results of operations and financial condition.***

We are subject to income and other taxes in the United States and numerous foreign jurisdictions. Our effective income tax rate and future tax liability could be adversely affected by numerous factors including the results of tax audits and examinations, income before taxes being lower than anticipated in countries with lower statutory income tax rates and higher than anticipated in countries with higher statutory income tax rates, changes in income tax rates, changes in transfer pricing, changes in the valuation of deferred tax assets and liabilities, changes in applicable tax legislation, regulations, treaties and other guidance, and changes in accounting principles and interpretations relating to tax matters, any of which could adversely impact our results of operations and financial condition in future periods. The U.S. Tax Cut and Jobs Act of 2017 (the “2017 Tax Act”) significantly revised the previous federal income tax code. It is expected that additional interpretive guidance will be issued with respect to the 2017 Tax Act and such guidance may be different from our interpretation and thus adversely affect our results. In addition, it is uncertain if and to what extent various states will conform to the newly enacted federal tax law, which could also impact our tax obligations. Significant judgment is required in evaluating and estimating our worldwide provision and accruals for taxes, and actual results may differ from our estimations.

In addition, we are subject to the continuous examination of our tax returns and reports by federal, state, provincial and local tax authorities in the U.S. and foreign countries, and the examining authorities may challenge positions we take. We are engaged in various proceedings, which are at various stages, with such authorities with respect to assessments, claims, deficiencies and refunds. We regularly assess the likely outcomes of these proceedings to determine the adequacy and appropriateness of our provision for income taxes, and increase and decrease our provision as a result of these assessments. However, the developments in and actual results of proceedings or the result of rulings by or settlements with tax authorities and courts or due to changes in facts, law or legal interpretations, expiration of applicable statutes of limitations or other resolutions of tax positions could differ from the amounts we have accrued for such proceedings in either a positive or a negative manner, which could materially affect our effective income tax rate in a given financial period, the amount of taxes we are required to pay and our results of operations. In addition, we are subject to tax audits and examinations for payroll, value added, sales-based and other taxes relating to our businesses.

***As our business is subject to seasonal influences, a decrease in sales or margins, a severe disruption or other significant event that impacts our business during the second half of the year could have a disproportionately adverse effect on our operating results.***

Our business is subject to seasonal influences; we generally realize higher levels of sales and earnings in the second half of the year, which includes the back-to-school and year-end holiday seasons. Any decrease in sales or margins or any significant adverse event during this period including those described in the factors in this section, could have a disproportionately adverse effect on our results of operations.

***Our real estate leases generally obligate us for long periods, which subjects us to financial risks.***

We lease virtually all of our store locations and either own or lease for long periods our primary distribution centers and administrative offices. Accordingly, we are subject to the risks associated with leasing and owning real estate, which can adversely affect our results. While we have the right to terminate some of our leases under specified conditions, including by making specified payments, we may not be able to terminate a particular lease if or when we would like to do so. If we decide to close stores, we are generally required to continue to perform obligations under the applicable leases, which generally include, among other things, paying rent and operating expenses for the balance of the lease term, or paying to exercise rights to terminate, and the performance of any of these obligations may be expensive. When we assign leases or sublease space to third parties, or if we sell a business, we can remain liable on the lease obligations if the assignee or sublessee does not perform (as was the case with some of our former operations). In addition, when the lease terms for the stores in our ongoing operations expire, we may be unable to negotiate renewals, either on commercially reasonable terms or at all, which could cause us to close stores or to relocate stores within a market on less favorable terms or in a less favorable location.

***Failure to protect our inventory or other assets from loss and theft may impact our financial results.***

Risk of loss or theft of assets, including inventory shrinkage, is inherent in the retail business. Loss may be caused by error or misconduct of Associates, customers, vendors or third parties. Our inability to effectively combat and/or minimize the loss or theft of assets, or to effectively reduce the impact of those losses, could adversely affect our financial performance.



*We depend upon strong cash flows from our operations to supply capital to fund our operations, growth, stock repurchases and dividends and interest and debt repayment.*

Our business depends upon our operations to continue to generate strong cash flow to supply capital to support our general operating activities, to fund our growth and our return of cash to stockholders through our stock repurchase programs and dividends, and to pay our interest and debt repayments. Our inability to continue to generate sufficient cash flows to support these activities or to repatriate cash from our international operations in a manner that is cost effective could adversely affect our growth plans and financial performance including our earnings per share. We borrow on occasion to finance our activities and if financing were not available to us in adequate amounts and on appropriate terms when needed, it could also adversely affect our financial performance.

#### **ITEM 1B. Unresolved Staff Comments**

None.

#### **ITEM 2. Properties**

We lease virtually all of our store locations. Leases in the U.S. and Canada are generally for an initial term of ten years with options to extend the lease term for one or more five year periods. Leases in Europe generally have an initial term of ten to fifteen years and leases in Australia generally have an initial lease term of seven to ten years. Some of the leases in Europe and Australia have options to extend. We have the right to terminate some of these leases before the expiration date under specified circumstances and some with specified payments.

## STORE LOCATIONS

Our chains operated stores in the following locations at the end of fiscal 2019; store counts below include both banners within a combo or a superstore:

### United States

	T.J. Maxx	Marshalls	HomeGoods	Homesense	Sierra
Alabama	25	6	6	—	—
Arizona	17	18	14	—	—
Arkansas	14	4	5	—	—
California	121	145	89	—	—
Colorado	17	11	10	—	5
Connecticut	28	24	18	—	1
Delaware	3	5	4	—	—
District of Columbia	4	4	—	—	—
Florida	95	94	67	—	—
Georgia	50	34	27	—	—
Hawaii	6	—	—	—	—
Idaho	7	2	2	—	1
Illinois	51	45	31	—	3
Indiana	23	14	8	—	—
Iowa	11	7	5	—	—
Kansas	9	6	7	—	—
Kentucky	16	5	5	—	—
Louisiana	15	12	8	—	—
Maine	9	3	3	—	—
Maryland	25	29	20	2	—
Massachusetts	52	57	37	4	2
Michigan	41	27	19	—	3
Minnesota	17	16	12	—	2
Mississippi	10	5	4	—	—
Missouri	19	17	10	—	—
Montana	6	—	1	—	—
Nebraska	5	4	4	—	1
Nevada	9	11	7	—	1
New Hampshire	16	10	10	—	1
New Jersey	40	51	42	4	2
New Mexico	5	4	2	—	—
New York	80	83	49	3	2
North Carolina	37	27	18	—	—
North Dakota	5	1	1	—	—
Ohio	47	35	22	—	1
Oklahoma	12	6	3	—	—
Oregon	12	9	8	—	3
Pennsylvania	51	40	32	2	—
Puerto Rico	8	21	6	—	—
Rhode Island	6	6	6	—	—
South Carolina	22	12	9	—	—
South Dakota	2	1	1	—	—
Tennessee	26	18	9	—	—
Texas	70	91	50	—	—
Utah	14	4	7	—	1
Vermont	5	1	1	—	1
Virginia	37	30	23	1	—
Washington	19	21	13	—	2
West Virginia	7	3	2	—	—
Wisconsin	23	11	12	—	1
Wyoming	3	1	—	—	2
<b>Total Stores</b>	<b>1,252</b>	<b>1,091</b>	<b>749</b>	<b>16</b>	<b>35</b>



## Canada

	Winners	HomeSense	Marshalls
Alberta	34	20	15
British Columbia	36	18	7
Manitoba	9	3	3
New Brunswick	4	3	2
Newfoundland	3	1	1
Nova Scotia	11	2	2
Ontario	118	55	42
Prince Edward Island	1	1	—
Quebec	49	19	14
Saskatchewan	6	3	2
Total Stores	271	125	88

## Europe

	T.K. Maxx	Homesense
United Kingdom	345	66
Republic of Ireland	26	2
Germany	131	—
Poland	43	—
Austria	12	—
The Netherlands	10	—
Total Stores	567	68

## Australia

	T.K. Maxx
Australian Capital Territory	2
New South Wales	15
Queensland	18
Victoria	9
Total Stores	44

## DISTRIBUTION CENTERS

The following is a summary of our primary owned and leased distribution and fulfillment centers and primary administrative office locations as of February 2, 2019. Square footage information for the distribution and fulfillment centers represents total “ground cover” of the facility. Square footage information for office space represents total space owned or leased.

<b>Marmaxx</b>		
T.J. Maxx	Worcester, Massachusetts	494,000 s.f.—owned
	Evansville, Indiana	989,000 s.f.—owned
	Las Vegas, Nevada	1,110,000 s.f.—owned
	Charlotte, North Carolina	595,000 s.f.—owned
	Pittston Township, Pennsylvania	1,017,000 s.f.—owned
	Memphis, Tennessee	800,000 s.f.—leased
	San Antonio, Texas	1,215,000 s.f.—owned
<b>Marshalls</b>		
Marshalls	Atlanta, Georgia	780,000 s.f.—owned
	Wobum, Massachusetts	472,000 s.f.—leased
	Bridgewater, Virginia	562,000 s.f.—leased
	Philadelphia, Pennsylvania	1,001,000 s.f.—leased
	Phoenix, Arizona	1,139,000 s.f.—owned
<b>Sierra</b>		
Sierra	Cheyenne, Wyoming	780,000 s.f.—owned
<b>HomeGoods</b>		
HomeGoods	Brownsburg, Indiana	805,000 s.f.—owned
	Bloomfield, Connecticut	803,000 s.f.—owned
	Jefferson, Georgia	801,000 s.f.—owned
	Tucson, Arizona	858,000 s.f.—owned
	Carteret, New Jersey	460,000 s.f.—leased
<b>TJX Canada</b>		
TJX Canada	Brampton, Ontario	506,000 s.f.—leased
	Mississauga, Ontario	679,000 s.f.—leased
	Torbram, Ontario	445,000 s.f.—leased
	Delta, British Columbia	432,000 s.f.—leased
<b>TJX International</b>		
TJX International	Wakefield, England	641,000 s.f.—leased
	Stoke, England	261,000 s.f.—leased
	Walsall, England	277,000 s.f.—leased
	Bergheim, Germany	322,000 s.f.—leased
	Wroclaw, Poland	303,000 s.f.—leased
	Chullora, Australia	154,000 s.f.—leased

## OFFICE SPACE

Corporate, Mamaxx, HomeGoods, Sierra	Framingham and Marlborough, Massachusetts	1,958,000 s.f.—owned and leased in several buildings
Sierra	Cheyenne, Wyoming	120,000 s.f. —owned
TJX Canada	Mississauga, Ontario	434,000 s.f.—leased
TJX International	Watford, England	282,000 s.f.—owned and leased
	Dusseldorf, Germany	46,000 s. f.—leased
	Mascot, Australia	44,000 s. f.—leased

In addition to the office space listed above, we also occupy smaller office locations in various countries.

### ITEM 3. Legal Proceedings

TJX is subject to certain legal proceedings, lawsuits, disputes and claims that arise from time to time in the ordinary course of our business. In addition, TJX is a defendant in several lawsuits filed in federal and state courts brought as putative class or collective actions on behalf of various groups of current and former salaried and hourly Associates in the U.S. The lawsuits allege violations of the Fair Labor Standards Act and of state wage and hour and other labor statutes. TJX is also a defendant in a putative class action on behalf of customers relating to compare at pricing. The lawsuits are in various procedural stages and seek monetary damages, injunctive relief and attorneys' fees.

### ITEM 4. Mine Safety Disclosures

Not applicable.

## PART II

### ITEM 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

During fiscal 2019, we completed a two-for-one stock split in the form of a stock dividend, paid on November 6, 2018 to the shareholders of record at the close of business on October 30, 2018. All historical share and per share information, as well as basic and diluted earnings per share amounts, have been retroactively adjusted to reflect the two-for-one stock split. Our common stock is listed on the New York Stock Exchange (Symbol: TJX).

The approximate number of common shareholders of record at February 2, 2019 was 2,196.

#### Information on Share Repurchases

The number of shares of common stock repurchased by TJX during the fourth quarter of fiscal 2019 and the average price paid per share are as follows:

	Total Number of Shares Repurchased <sup>(1)</sup>	Average Price Paid Per Share <sup>(2)</sup>	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs <sup>(3)</sup>
November 4, 2018 through December 1, 2018	2,629,102	\$51.35	2,629,102	\$2,400,789,659
December 2, 2018 through January 5, 2019	3,594,376	\$45.91	3,594,376	\$2,235,789,672
January 6, 2019 through February 2, 2019	11,544,855	\$48.07	11,544,855	\$3,180,789,706
Total:	17,768,333		17,768,333	

(1) Consists of shares repurchased under publicly announced stock repurchase programs.

(2) Includes commissions for the shares repurchased under stock repurchase programs.

(3) In February 2018, TJX announced a stock repurchase program authorizing an additional \$3.0 billion in repurchases, from time to time, under which approximately \$1.7 billion remained available as of February 2, 2019. In February 2019, the Company announced that its Board of Directors had approved a new stock repurchase program that authorizes the repurchase of up to an additional \$1.5 billion of TJX common stock from time to time.

## ITEM 6. Selected Financial Data

Amounts in millions, except per share amounts	Fiscal Year Ended				
	February 2, 2019 <sup>(1)</sup>	February 3, 2018 <sup>(2)</sup>	January 28, 2017 <sup>(1)</sup>	January 30, 2016	January 31, 2015
	(53 Weeks)				
<b>Income statement and per share data:</b>					
Net sales	\$ 38,973	\$ 35,865	\$ 33,184	\$ 30,945	\$ 29,078
Net income	\$ 3,060	\$ 2,608	\$ 2,298	\$ 2,278	\$ 2,215
Weighted average common shares for diluted earnings per share calculation (in thousands) <sup>(3)</sup>	1,259,252	1,292,209	1,328,864	1,366,502	1,407,090
Diluted earnings per share <sup>(3)</sup>	\$ 2.43	\$ 2.02	\$ 1.73	\$ 1.67	\$ 1.57
Cash dividends declared per share <sup>(3)</sup>	\$ 0.78	\$ 0.625	\$ 0.52	\$ 0.42	\$ 0.35
<b>Balance sheet data:</b>					
Cash and cash equivalents	\$ 3,030	\$ 2,758	\$ 2,930	\$ 2,095	\$ 2,494
Working capital	\$ 2,938	\$ 3,360	\$ 2,993	\$ 2,370	\$ 2,648
Total assets	\$ 14,326	\$ 14,058	\$ 12,884	\$ 11,490	\$ 10,978
Capital expenditures	\$ 1,125	\$ 1,058	\$ 1,025	\$ 889	\$ 912
Long-term obligations <sup>(4)</sup>	\$ 2,234	\$ 2,231	\$ 2,228	\$ 1,615	\$ 1,613
Shareholders' equity	\$ 5,049	\$ 5,148	\$ 4,511	\$ 4,307	\$ 4,264
<b>Other financial data:</b>					
After-tax return on average shareholders' equity	60.1%	54.0%	52.1%	53.1%	52.2%
Total debt as a percentage of total capitalization <sup>(5)</sup>	30.7%	30.2%	33.1%	27.3%	27.4%
<b>Stores in operation</b>	<b>4,306</b>	<b>4,070</b>	<b>3,812</b>	<b>3,614</b>	<b>3,395</b>
<b>Selling square footage (in thousands)</b>	<b>91,075</b>	<b>87,548</b>	<b>83,798</b>	<b>80,480</b>	<b>76,537</b>

(1) Fiscal 2019 and Fiscal 2017 include a pension settlement charge and Fiscal 2017 includes a loss on early extinguishment of debt.

(2) Fiscal 2018 includes an impairment charge of \$99.3 million and a net benefit from the enactment of the 2017 Tax Act described in Item 7 under "Tax Cuts and Jobs Act of 2017."

(3) Fiscal 2018 and prior periods have been restated to reflect the two-for-one stock split completed in November 2018.

(4) Defined as long-term debt, exclusive of current installments.

(5) Defined as shareholders' equity, short-term debt, and long-term debt including current maturities.

## ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

TJX provides projections and other forward-looking statements in the following discussions particularly relating to the Company's future financial performance. These forward-looking statements are estimates based on information currently available to the Company, are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, and subject to the cautionary statements set forth on page 2 of this Form 10-K. The Company's results are subject to risks and uncertainties including, but not limited to, those described in Part I, Item 1A, Risk Factors, and those identified from time to time in our other filings with the Securities and Exchange Commission. TJX undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future developments or otherwise.

The discussion that follows relates to our 52-week fiscal year ended February 2, 2019 (fiscal 2019), our 53-week fiscal year ended February 3, 2018 (fiscal 2018), and our 52-week fiscal year ended January 28, 2017 (fiscal 2017).



## OVERVIEW

We are the leading off-price apparel and home fashions retailer in the U.S. and worldwide. We sell a rapidly changing assortment of apparel, home fashions and other merchandise at prices generally 20% to 60% below full-price retailers' (including department, specialty, and major online retailers) regular prices on comparable merchandise, every day. We operate over 4,300 stores through our four main segments: in the U.S., Marmaxx (which operates T.J. Maxx, Marshalls and tjmaxx.com) and HomeGoods (which operates HomeGoods and Homesense); TJX Canada (which operates Winners, HomeSense and Marshalls in Canada); and TJX International (which operates T.K. Maxx, Homesense and tkmaxx.com in Europe, and T.K. Maxx in Australia). We also operate Sierra, formerly known as Sierra Trading Post that operates sierra.com and retail stores in the U.S. The results of Sierra are reported in our Marmaxx segment.

During the fourth quarter of fiscal 2018, the Tax Cuts and Jobs Act of 2017 referred to as "tax reform" or the "2017 Tax Act" was enacted. The 2017 Tax Act, along with the related reinvestments made by the Company, had a significant impact on our fiscal 2019 and fiscal 2018 results (see "*Tax Cuts and Jobs Act of 2017*" below).

During fiscal 2019, we completed a two-for-one stock split of our common stock; as such, all share and related data, as well as basic and diluted earnings per share amounts have been adjusted to reflect the split.

Highlights of our financial performance for fiscal 2019 include the following:

- Net sales increased to \$39 billion for fiscal 2019, up 9% over fiscal 2018. At February 2, 2019, the number of stores in operation increased 6% and selling square footage increased 4% over the end of fiscal 2018.
- Comp sales increased 6% in fiscal 2019 over an increase of 2% in fiscal 2018 and an increase of 5% in fiscal 2017. The fiscal 2019 increase was driven primarily by an increase in customer traffic at each of our four segments.
- Diluted earnings per share for fiscal 2019 were \$2.43 compared to \$2.02 per share in fiscal 2018.
- Our fiscal 2019 pre-tax margin (the ratio of pre-tax income to net sales) was 10.7%, a 0.1 percentage point decrease compared to 10.8% in fiscal 2018.
- Our cost of sales, including buying and occupancy costs, ratio for fiscal 2019 was 71.4% a 0.3 percentage point increase compared to 71.1% in fiscal 2018.
- Our selling, general and administrative ("SG&A") expense ratio for fiscal 2019 was 17.8%, which was flat to fiscal 2018.
- Our consolidated average per store inventories, including inventory on hand at our distribution centers (which excludes inventory in transit) and excluding our e-commerce businesses, increased 1% on a reported basis and increased 3% on a constant currency basis at the end of fiscal 2019 as compared to the prior year.
- During fiscal 2019, we repurchased 51.8 million shares of our common stock for \$2.5 billion, on a "trade date basis". Earnings per share reflect the benefit of our stock repurchase programs. In February 2019, our Board of Directors approved a repurchase program that authorizes the repurchase of up to an additional \$1.5 billion of TJX common stock.

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

### *Tax Cuts and Jobs Act of 2017*

On December 22, 2017, the 2017 Tax Act was enacted into law which included a reduction of the U.S. corporate income tax rate to 21 percent, effective January 1, 2018 and had a significant impact on our fiscal 2019 and fiscal 2018 operating results. The tax benefits recognized due to the 2017 Tax Act resulted in a net benefit to net income of \$0.34 per share for fiscal 2019. In fiscal 2018, the Company reinvested a portion of the tax benefits through a discretionary bonus to eligible non-bonus plan Associates globally and an incremental contribution to the Company's defined contribution retirement plans for eligible Associates in the U.S. and internationally, as well as making contributions to the Company's charitable foundations, collectively referred to as "incremental investments related to the 2017 Tax Act." The tax benefits recognized due to the 2017 Tax Act, offset by the after-tax impact of incremental investments we made related to the 2017 Tax Act, resulted in a net benefit to net income of \$0.09 per share for fiscal 2018.

## Impact of Brexit

The U.K.'s decision to leave the European Union ("EU"), commonly referred to as "Brexit", remains unsettled. Should the U.K. exit the EU, there are several possible outcomes each of which creates risks for TJX, especially in our European operations. Our TJX Europe management team has evaluated a range of possible outcomes, sought to identify areas of concern and implemented strategies to mitigate them. Our current European operations benefit from the free movement of goods and labor between the U.K. and EU. As a result, we believe Brexit could have a negative impact on our ability to efficiently move merchandise between the U.K. and the EU. Brexit could also have a negative impact on our talent in the region, both by impacting current Associates, who are either EU citizens working in the U.K. or U.K. citizens working in the EU, and potentially impacting recruitment and retention for our European operations in the future.

If the U.K. does exit the EU, this would require additional regulatory and compliance requirements for merchandise that flows between the U.K. and the EU. We have developed a plan to realign our European division's supply chain to reduce the volume of merchandise flowing between the U.K. and the EU and have established resources and systems to support this plan. In addition, we continue to communicate with our Associates about Brexit including by providing relevant information about additional procedures that may be required post-Brexit.

We believe these steps will help us mitigate the operational risks that we expect could result from Brexit. If, however, Brexit happens without a comprehensive withdrawal agreement between the U.K. and the EU and therefore, without a longer transitional period, our European operations could be significantly impacted, particularly in the short term. We believe that over time we would implement appropriate strategies to address that outcome.

## Net Sales

Consolidated net sales for fiscal 2019 totaled \$39 billion, a 9% increase over \$35.9 billion in fiscal 2018. The increase reflected a 6% increase from comp stores and a 3% increase from non-comp sales. Foreign currency had a neutral impact in fiscal 2019. Net sales from our e-commerce businesses combined amounted to approximately 2% of total sales and had an immaterial impact on fiscal 2019 sales growth.

Consolidated net sales for fiscal 2018 totaled \$35.9 billion, an 8% increase over \$33.2 billion in fiscal 2017. The increase reflected a 4% increase from non-comp sales, a 2% increase from comp sales, and a 2% increase from the impact of the 53<sup>rd</sup> week in the fiscal 2018 calendar. Foreign currency had a neutral impact in fiscal 2018.

## Revenues by Geography

The percentages of our consolidated revenues by geography for the last three fiscal years are as follows:

	Fiscal 2019	Fiscal 2018	Fiscal 2017
United States			
Northeast	23%	24%	24%
Midwest	13	12	12
South (including Puerto Rico)	25	25	25
West	15	15	16
Subtotal	76	76	77
Canada	10	10	10
Europe	13	13	13
Australia	1	1	*
Total	100%	100%	100%

\* Revenue from Australia was less than one percent during fiscal 2017.

## Comparable Store Sales

We define comparable store sales ("comp sales") to be sales of 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 calculate comp sales on a 52-week basis by comparing the current and prior year weekly periods that are most closely aligned. Relocated stores and stores that have changed 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 comp percentage is immaterial.

We define customer traffic to be the number of transactions in stores included in the comp sales calculation and average ticket to be the average retail price of the units sold. We define average transaction or average basket to be the average dollar value of transactions included in the comp sales calculation.

Sales excluded from comp sales (“non-comp sales”) consists of

- New stores - stores that have not yet met the comp sales criteria, which represents a substantial majority of non-comp sales
- Stores that are closed permanently or for an extended period of time
- Sales from our e-commerce businesses, meaning Sierra (including stores), tjmaxx.com and tkmaxx.com

We determine which stores are included in the comp sales calculation at the beginning of a fiscal year and the classification remains constant throughout that year unless a store is closed permanently or for an extended period during that fiscal year. In the third quarter of fiscal 2018, 37 stores were significantly impacted by hurricanes, mostly in Puerto Rico, and were excluded from comp sales. These stores will be included in the comp sales measures once they again meet the comp sales criteria.

Comp sales of our foreign segments are calculated by translating the current year’s comp sales of our foreign segments 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 segment operating performance.

Comp sales may be referred to as “same store” sales by other retail companies. The method for calculating comp sales varies across the retail industry, therefore our measure of comp sales may not be comparable to other retail companies.

Comp sales increases across all of our segments for fiscal 2019 were primarily due to an increase in customer traffic. In fiscal 2019, home fashions and apparel both grew, with apparel outperforming home fashions. Geographically, in the U.S., the Southeast, Great Lakes and the Southwest regions reported the highest comp sales increases, and the Mid Atlantic was below the consolidated average. Comp sales increases for TJX Canada and TJX International were below the consolidated average.

Comp sales increases across all of our segments for fiscal 2018 were primarily due to an increase in customer traffic. We also had an increase in the number of units sold, which was more than offset by a reduction in the average ticket. In fiscal 2018, home fashions and apparel both grew, with home fashions performing better than apparel. Geographically, in the U.S., the Southeast and the Southwest regions reported the highest comp sales increases, and the Northeast was below the consolidated average. In Canada, comp sales increases were well above the consolidated average and TJX International was at the consolidated average.

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

	Percentage of Net Sales		
	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017
Net sales	100.0%	100.0%	100.0%
Cost of sales, including buying and occupancy costs	71.4	71.1	71.0
Selling, general and administrative expenses	17.8	17.8	17.4
Impairment of goodwill and other long-lived assets	—	0.3	—
Loss on early extinguishment of debt	—	—	0.2
Pension settlement charge	0.1	—	0.1
Interest expense, net	—	0.1	0.1
Income before provision for income taxes*	10.7%	10.8%	11.2%

\* Figures may not foot due to rounding.

### ***Impact of foreign currency exchange rates***

Our operating results are affected by foreign currency exchange rates as a result of changes in the value of the U.S. dollar or a division’s local currency in relation to other currencies. Two ways in which foreign currency exchange rates affect our reported results are as follows:

- Translation of foreign operating results into U.S. dollars: In our financial statements, we translate the operations of TJX Canada and TJX International 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 these segments. Currency translation generally does not affect operating margins, or affects them only slightly, as sales and expenses of the foreign operations are translated at approximately the same rates within a given period.

- Inventory-related derivatives: We routinely enter into inventory-related hedging instruments to mitigate the impact on earnings of changes in foreign currency exchange rates on merchandise purchases denominated in currencies other than the local currencies of our divisions, principally TJX Canada and TJX International. As we have not elected “hedge accounting” for these instruments as defined by U.S. generally accepted accounting principles (“GAAP”), we record a mark-to-market gain or loss on the derivative instruments in our results of operations at the end of each reporting period. In subsequent periods, the income statement impact of the mark-to-market adjustment is effectively offset when the inventory being hedged is received and paid for. 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 derivatives does not affect net sales, but it does affect the cost of sales, operating margins and earnings we report.

We refer to the impact of the above two items throughout our discussion as “foreign currency.” This does not include the impact currency exchange rates can have on various transactions that are denominated in a currency other than an operating division’s local currency. When discussing the impact on our results of the effect of currency exchange rates on such transactions we refer to it as “transactional foreign exchange.”

### ***Cost of Sales, Including Buying and Occupancy Costs***

Cost of sales, including buying and occupancy costs, as a percentage of net sales was 71.4% in fiscal 2019 compared to 71.1% in fiscal 2018 and 71.0% in fiscal 2017. The increase in this expense ratio during fiscal 2019 was driven by higher supply chain costs as we continue to invest in existing and open new distribution centers as well as the absence of the benefit of the 53rd week reflected in last year’s expense ratio. Merchandise margin was essentially flat compared to fiscal 2018 despite significantly higher freight costs.

The increase in the fiscal 2018 expense ratio was driven by higher supply chain costs as we continue to invest and open new distribution centers. This was offset by the favorable impact of mark-to-market of inventory derivatives that benefited the expense ratio by approximately 0.1 percentage point as well as an estimated 0.1 percentage point benefit from the 53rd week in the Company’s fiscal 2018 calendar. Fiscal 2018 merchandise margin was essentially flat to fiscal 2017.

### ***Selling, General and Administrative Expenses***

SG&A expenses as a percentage of net sales were 17.8% in fiscal 2019 and fiscal 2018, and 17.4% in fiscal 2017. The fiscal 2019 expense ratio reflects an increase in incentive compensation accruals due to a stronger than expected operating performance as well as store wage increases, partially offset by leverage on strong comp sales. The fiscal 2018 expense ratio reflects the impact of the incremental investments related to the 2017 Tax Act and higher employee payroll costs due to wage increases.

### ***Impairment of Goodwill and Other Long-lived Assets, Related to Sierra***

During the fourth quarter of fiscal 2018, we recorded a \$99.3 million impairment charge, primarily related to goodwill, as the estimated fair value of Sierra fell below the carrying value due to a decrease in projected revenue growth rates. The impairment charge is included in the Marmaxx segment.

### ***Loss on Early Extinguishment of Debt***

During the third quarter of fiscal 2017, we issued \$1.0 billion of 2.25% ten-year notes. We used a portion of the proceeds to redeem our \$375 million 6.95% notes on October 12, 2016, prior to their scheduled maturity of April 15, 2019 and we recorded a pre-tax loss on the early extinguishment of debt of \$51.8 million.

### ***Pension Settlement Charge***

During the third quarter of fiscal 2019, we annuitized and transferred current pension obligations for certain U.S. retirees and beneficiaries under the qualified pension plan through the purchase of a group annuity contract with an insurance company. We transferred \$207.4 million of pension plan assets to the insurance company, thereby reducing our pension benefit obligations. The transaction had no cash impact to TJX but did result in a non-cash pre-tax pension settlement charge of \$36.1 million.

During the third quarter of fiscal 2017, we offered eligible former TJX Associates, who had not yet commenced receiving their qualified pension plan benefit, an opportunity to receive a lump sum payout of their vested pension benefit. As a result, TJX’s qualified pension plan paid \$103.2 million from pension plan assets to those who accepted this offer. This transaction had no cash impact to TJX, but did result in a non-cash pre-tax pension settlement charge of \$31.2 million.

### Interest Expense, net

The components of interest expense, net for the last three fiscal years are summarized below:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Interest expense	\$ 69,102	\$ 69,237	\$ 69,219
Capitalized interest	(4,263)	(4,942)	(7,548)
Interest (income)	(55,979)	(32,707)	(18,137)
Interest expense, net	\$ 8,860	\$ 31,588	\$ 43,534

The decrease in interest expense, net for fiscal 2019 and fiscal 2018 was driven by additional interest income, primarily due to higher return rates.

### Provision for Income Taxes

Our effective annual income tax rate was 26.7% in fiscal 2019, 32.4% in fiscal 2018 and 38.3% in fiscal 2017. The decrease in the fiscal 2019 effective income tax rate is primarily driven by the reduction of the U.S. federal statutory rate from 35% to 21%. The decrease in the effective income tax rate in fiscal 2018 was primarily due to the favorable effect of the 2017 Tax Act, excess tax benefit from share-based compensation attributable to the adoption of *ASU 2016-09- Compensation- Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, and the jurisdictional mix of income.

The 2017 Tax Act made broad and complex changes to the U.S. tax code which impacted fiscal 2019 and fiscal 2018 including, but not limited to, reducing the U.S. federal corporate tax rate from 35% to 21%. In December 2017, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 118, which allows a measurement period, not to exceed one year, to finalize the accounting for the income tax impacts of the 2017 Tax Act. We completed our analysis in the fourth quarter of fiscal 2019 and determined there was no material adjustment to the income tax expense.

### Net Income and Diluted Earnings Per Share

Net income was \$3.1 billion in fiscal 2019 compared to \$2.6 billion in fiscal 2018 and \$2.3 billion in fiscal 2017. Diluted earnings per share were \$2.43 in fiscal 2019, \$2.02 in fiscal 2018 and \$1.73 in fiscal 2017. Year over year results are impacted by numerous items that impact comparability as summarized below.

	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net benefit of 2017 Tax Act items <sup>(1)</sup>	\$ (0.34)	\$ (0.09)	\$ —
Benefit of 53 <sup>rd</sup> week in FY18	\$ —	\$ (0.06)	\$ —
Sierra impairment charge	\$ —	\$ 0.05	\$ —
Pension settlement charge	\$ 0.02	\$ —	\$ 0.01
Loss on early extinguishment of debt	\$ —	\$ —	\$ 0.02

(1) Refer to the Tax Cuts and Jobs Act of 2017 section within this MD&A for further details on the net benefit of 2017 Tax Act items.

In addition, foreign currency exchange rates had a neutral impact on earnings per share in fiscal 2019 when compared to fiscal 2018, and a \$0.02 positive impact in fiscal 2018 when compared to fiscal 2017.

Our stock repurchase programs, which reduce our weighted average diluted shares outstanding, benefited our earnings per share growth by approximately 3% in each fiscal year presented.

## ***Segment Information***

We operate four main business segments. Our Marmaxx segment (T.J. Maxx, Marshalls and tjmaxx.com) and the HomeGoods segment (HomeGoods and Homesense) both operate in the United States. Our TJX Canada segment operates Winners, HomeSense and Marshalls in Canada, and our TJX International segment operates T.K. Maxx, Homesense and tkmaxx.com in Europe and T.K. Maxx in Australia. We also operate Sierra, formerly Sierra Trading Post that operates sierra.com and retail stores in the U.S. The results of Sierra are included in our Marmaxx segment.

We evaluate the performance of our segments based on “segment profit or loss,” which we define as pre-tax income or loss before general corporate expense, loss on early extinguishment of debt, the pension settlement charge and interest expense, net. “Segment profit or loss,” as we define the term, may not be comparable to similarly titled measures used by other entities. The terms “segment margin” or “segment profit margin” are used to describe segment profit or loss as a percentage of net sales. These measures 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.

## U.S. SEGMENTS

### Marmaxx

In millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net sales	\$ 24,058.0	\$ 22,249.1	\$ 21,246.0
Segment profit	\$ 3,253.9	\$ 2,949.4	\$ 2,995.0
Segment profit as a percentage of net sales	13.5%	13.3%	14.1%
Increase in comp sales	7%	1%	5%
Stores in operation at end of period			
T.J. Maxx	1,252	1,223	1,186
Marshalls	1,091	1,062	1,035
Sierra	35	27	12
Total	2,378	2,312	2,233
Selling square footage at end of period (in thousands)			
T.J. Maxx	27,484	27,077	26,614
Marshalls	25,269	24,916	24,750
Sierra	598	470	227
Total	53,351	52,463	51,591

Net sales for Marmaxx increased 8% in fiscal 2019 on top of a 5% increase in fiscal 2018. The fiscal 2019 increase reflects a 7% increase from comp sales and a 1% increase from non-comp sales. The sales increase of 5% in fiscal 2018 reflects a 2% increase from non-comp sales, a 2% increase from the 53rd week and a 1% increase from comp sales. Comp sales growth at Marmaxx for fiscal 2019 was primarily due to a 5% increase in customer traffic on top of a 3% increase in customer traffic in fiscal 2018. Geographically, comp sales were strong throughout most of the country as all regions posted a 5% comp or greater. Apparel outperformed home fashions in fiscal 2019 with both categories posting solid comp sales growth. Sales of our U.S. e-commerce businesses represented approximately 3% of Marmaxx's net sales.

Segment margin increased to 13.5% in fiscal 2019 compared to 13.3% in fiscal 2018. This comparison is impacted by items impacting the fiscal 2018 segment margin, primarily the Sierra impairment charge which reduced last year's segment margin by 0.4 percentage points. Marmaxx results for fiscal 2019 reflect an improvement due to expense leverage on the strong comp sales which was more than offset by higher incentive compensation accruals due to the stronger than expected operating performance and an increase in distribution costs and store wages. Collectively these items reduced the fiscal 2019 segment margin by 0.7 percentage points. Merchandise margin was essentially flat for fiscal 2019 compared to fiscal 2018 despite a significant increase in freight costs. Our U.S. e-commerce businesses, excluding the fiscal 2018 impairment charge, did not have a significant impact on year-over-year segment margin comparisons.

Segment margin in fiscal 2018 was 13.3% compared to 14.1% in fiscal 2017. Marmaxx results for fiscal 2018 reflect a 0.4 percentage point negative impact from the Sierra impairment charge. In addition, higher store payroll costs, primarily due to wage increases, and higher distribution costs, primarily due to processing more units, collectively reduced segment margin by approximately 0.5 percentage points. The fiscal 2018 segment margin was also negatively impacted by expense deleverage on the 1% comp sales but was favorably impacted by approximately 0.1 percentage point due to the 53<sup>rd</sup> week. Merchandise margin was flat for fiscal 2018 compared to fiscal 2017. Our U.S. e-commerce businesses, excluding the impairment charge, did not have a significant impact on year-over-year segment margin comparisons.

In fiscal 2020, we expect to open approximately 60 Marmaxx stores and 10 Sierra stores, which would increase selling square footage by approximately 2%.

## HomeGoods

In millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net sales	\$ 5,787.4	\$ 5,116.3	\$ 4,404.6
Segment profit	\$ 671.9	\$ 674.5	\$ 613.8
Segment profit as a percentage of net sales	11.6%	13.2%	13.9%
Increase in comp sales	4%	4%	6%
Stores in operation at end of period			
HomeGoods	749	667	579
Homesense	16	4	—
Total	765	671	579
Selling square footage at end of period (in thousands)			
HomeGoods	13,775	12,448	11,119
Homesense	343	81	—
Total	14,118	12,529	11,119

HomeGoods' net sales increased 13% in fiscal 2019, on top of a 16% increase in fiscal 2018. The increase in fiscal 2019 reflects a 9% increase from non-comp sales and a 4% increase from comp sales. The sales increase of 16% in fiscal 2018 reflects a 10% increase from non-comp sales, a 4% increase from comp sales and a 2% increase due to the 53<sup>rd</sup> week. Comp sales growth at HomeGoods for fiscal 2019 was due to a 5% increase in customer traffic on top of a 4% increase in customer traffic in fiscal 2018.

Segment profit margin decreased to 11.6% for fiscal 2019 compared to 13.2% for fiscal 2018. The decrease in segment margin for fiscal 2019 includes a decline in merchandise margin due to increased freight costs. In addition, higher distribution center costs and higher store wage costs as well as costs in connection with investing in more stores, collectively reduced segment margin by approximately 1.1 percentage points.

Segment profit margin for fiscal 2018 was 13.2% compared to 13.9% for fiscal 2017. The decrease in segment margin for fiscal 2018 includes a decline in merchandise margin of 0.5 percentage points, primarily as a result of increased freight costs. In addition, higher distribution center costs primarily due to opening a new distribution center, higher store payroll costs, primarily due to wage increases, as well as costs in connection with opening more stores as compared to fiscal 2017, including our first Homesense stores, collectively reduced segment margin by approximately 0.8 percentage points. These costs were partially offset by expense leverage on comp sales growth as well as the benefit of the 53<sup>rd</sup> week which lifted segment margin by approximately 0.2 percentage points.

In fiscal 2020, we plan an increase of approximately 65 HomeGoods stores and 15 Homesense stores, which would increase selling square footage by approximately 11%.



## FOREIGN SEGMENTS

### TJX Canada

U.S. dollars in millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net sales	\$ 3,869.8	\$ 3,642.3	\$ 3,171.1
Segment profit	\$ 551.6	\$ 530.1	\$ 413.4
Segment profit as a percentage of net sales	14.3%	14.6%	13.0%
Increase in comp sales	4%	5%	8%
Stores in operation at end of period			
Winners	271	264	255
HomeSense	125	117	106
Marshalls	88	73	57
Total	484	454	418
Selling square footage at end of period (in thousands)			
Winners	5,862	5,780	5,629
HomeSense	2,323	2,179	1,984
Marshalls	1,885	1,621	1,307
Total	10,070	9,580	8,920

Net sales for TJX Canada increased 6% in fiscal 2019, on top of a 15% increase in fiscal 2018. The increase in sales for fiscal 2019 reflects comp sales growth of 4% and a 4% increase from non-comp sales, offset by a 2% negative impact of foreign currency translation. The increase in sales for fiscal 2018 reflects comp sales growth of 5%, a 5% increase from non-comp stores, a 3% positive impact of foreign currency translation and a 2% impact of the 53<sup>rd</sup> week. The comp sales increase in fiscal 2019 was due to a 5% increase in customer traffic on top of a 5% increase in customer traffic in fiscal 2018.

Segment profit margin decreased to 14.3% in fiscal 2019 compared to 14.6% in fiscal 2018. The decrease in segment margin was primarily due to the combination of a higher store wage and freight costs, partially offset by expense leverage on the strong comp sales.

Segment profit margin increased 1.6 percentage points to 14.6% in fiscal 2018. The increase in segment margin was primarily due to the combination of an increase in merchandise margin of 0.6 percentage points, which benefited from the year-over-year increase in the Canadian dollar, and expense leverage on the strong comp sales. The increase in the segment margin also included a favorable impact of 0.3 percentage points due to foreign currency, primarily the mark-to-market impact of the inventory derivatives. The fiscal 2018 segment margin also benefited from the 53<sup>rd</sup> week, which lifted the segment margin by approximately 0.1 percentage point.

In fiscal 2020, we plan an increase of approximately 30 stores in Canada, which would increase selling square footage by approximately 5%.

## TJX International

U.S. dollars in millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net sales	\$ 5,257.8	\$ 4,856.9	\$ 4,362.0
Segment profit	\$ 285.8	\$ 249.2	\$ 235.5
Segment profit as a percentage of net sales	5.4%	5.1%	5.4%
Increase in comp sales	3%	2%	2%
Stores in operation at end of period			
T.K. Maxx	567	540	503
Homesense	68	55	44
T.K. Maxx Australia	44	38	35
Total	679	633	582
Selling square footage at end of period (in thousands)			
T.K. Maxx	11,693	11,379	10,787
Homesense	1,029	883	714
T.K. Maxx Australia	814	714	667
Total	13,536	12,976	12,168

Net sales for TJX International increased 8% in fiscal 2019 on top of an 11% increase in fiscal 2018. The increase in sales for fiscal 2019 reflects a 4% increase from non-comp sales, comp sales growth of 3%, and a 1% positive impact from foreign currency translation. The increase in comp sales for fiscal 2019 was driven by a 4% increase in customer traffic. E-commerce sales represent less than 3% of TJX International's net sales in fiscal 2019 and fiscal 2018. The increase in fiscal 2018 reflects a 7% increase from non-comp sales, comp sales growth of 2% and a 2% benefit from the 53<sup>rd</sup> week. Foreign currency translation had a neutral impact on fiscal 2018 sales growth. The increase in comp sales for fiscal 2018 was primarily driven by an increase in customer traffic.

Segment profit margin increased to 5.4% for fiscal 2019 compared to 5.1% for fiscal 2018. The increase in segment margin was driven by favorable merchandise margins of 0.4 percentage points, primarily due to lower markdowns, along with the favorable reserve adjustment relating to a wage audit and expense leverage on occupancy costs. These improvements were partially offset by higher supply chain costs associated with the opening of a new distribution center in fiscal 2018 and higher store payroll, which collectively reduced segment margin by approximately 0.4 percentage points.

Segment profit margin decreased 0.3 percentage points to 5.1% in fiscal 2018 compared to 5.4% in fiscal 2017. The decrease in segment margin was driven by higher supply chain costs associated with the opening of a new distribution center and higher store payroll, which collectively reduced segment margin by approximately 0.7 percentage points. Segment margin was also negatively impacted by expense deleverage on the 2% comp sales growth. These declines in segment margin were partially offset by a favorable impact of 0.4 percentage points due to foreign currency, primarily the mark-to-market impact of the inventory derivatives as well as the benefit of the 53<sup>rd</sup> week, which lifted the segment margin by approximately 0.2 percentage points.

We expect to add approximately 50 stores to TJX International in fiscal 2020, which would increase selling square footage by approximately 5%.

## GENERAL CORPORATE EXPENSE

In millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
General corporate expense	\$ 545.0	\$ 515.0	\$ 408.2

General corporate expense for segment reporting purposes represents those costs not specifically related to the operations of our business segments. General corporate expenses are primarily included in SG&A expenses. The mark-to-market adjustment of our fuel hedges is included in cost of sales, including buying and occupancy costs.

The increase in general corporate expense for fiscal 2019 was primarily driven by incremental systems and technology costs, global IT restructuring costs, and higher incentive compensation accruals. Collectively these items increased general corporate expense by approximately \$100 million. These increases were partially offset by the absence in fiscal 2019 of the Associate related investments of approximately \$70 million incurred in fiscal 2018 associated with the 2017 Tax Act.

The increase in general corporate expense for fiscal 2018 was primarily driven by the incremental investments related to the 2017 Tax Act. These investments include a discretionary bonus to eligible non-bonus plan Associates, additional retirement plan contributions and contributions to TJX's charitable foundations, which totaled \$100 million in fiscal 2018.

## LIQUIDITY AND CAPITAL RESOURCES

Our liquidity requirements have traditionally been funded through cash generated from operations, supplemented, as needed, by short-term bank borrowings and the issuance of commercial paper. As of February 2, 2019, there were no short-term bank borrowings or commercial paper outstanding.

We believe our existing cash and cash equivalents, internally generated funds and our credit facilities, described in Note J – Long-Term Debt and Credit Lines of Notes to Consolidated Financial Statements, are more than adequate to meet our operating needs over the next fiscal year.

As of February 2, 2019, TJX held \$3.0 billion in cash. Approximately \$1.2 billion of our cash was held by our foreign subsidiaries with \$420.6 million held in countries where we provisionally intend to indefinitely reinvest any undistributed earnings. TJX has provided for all applicable state and foreign withholding taxes on all undistributed earnings of its foreign subsidiaries in Canada, Puerto Rico, Italy, India, Hong Kong and Vietnam through February 2, 2019. If we repatriate cash from such subsidiaries, we should not incur additional tax expense and our cash would be reduced by the amount of withholding taxes paid.

### *Operating Activities*

Net cash provided by operating activities was \$4.1 billion in fiscal 2019, \$3.0 billion in fiscal 2018 and \$3.6 billion in fiscal 2017. The cash generated from operating activities in each of these fiscal years was largely due to operating earnings.

Operating cash flows for fiscal 2019 increased by \$1.1 billion compared to fiscal 2018. Net income, adjusted for non-cash items increased operating cash flows in fiscal 2019 as compared to fiscal 2018 by \$0.5 billion. In addition there was a \$0.6 billion increase in cash flows related to prepaid expenses and other current assets largely due to the prefunding of certain service contracts in fiscal 2018.

Operating cash flows for fiscal 2018 decreased by \$0.6 billion compared to fiscal 2017. Net income, adjusted for non-cash items increased operating cash flows in fiscal 2018 as compared to fiscal 2017 by \$0.3 billion. This increase in cash flows was more than offset by a \$0.3 billion decrease in cash flows related to merchandise inventories, net of related accounts payable, a \$0.3 billion decrease in cash flows related to accounts receivable and prepaid expenses and a \$0.3 billion decrease in cash flows related to accrued expenses and other liabilities. Merchandise inventories, net of related accounts payable increased in fiscal 2018 due in part to the lower inventory levels we carried at fiscal 2017 year end. The increase in accounts receivable was driven by credit card receivables. The increase in prepaid expenses and other current assets was primarily due to the prefunding of certain service contracts as well as the timing of rent payments which was impacted by the timing in our fiscal year end dates. The change in accrued expenses and other liabilities was driven by a reduction in sales taxes and income taxes payable, primarily due to timing of payments and benefits associated with the 2017 Tax Act, as well as a contribution of \$100 million to the Company's defined benefit pension plan in fiscal 2018, as compared to \$50 million in fiscal 2017.

### *Investing Activities*

Net cash used in investing activities resulted in net cash outflows of \$0.6 billion in fiscal 2019, \$1.0 billion in fiscal 2018 and \$1.2 billion in fiscal 2017. The cash outflows were primarily driven by capital expenditures and, in addition, the activity in fiscal 2019 reflects the liquidation of short-term investments by TJX Canada as a result of a repatriation of earnings completed during the second quarter.

Net cash used in investing activities include capital expenditures for the last three fiscal years as set forth in the table below.

In millions	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
New stores	\$ 201.2	\$ 226.0	\$ 191.2
Store renovations and improvements	347.2	335.2	274.8
Office and distribution centers	576.7	496.4	558.7
Total capital expenditures	\$ 1,125.1	\$ 1,057.6	\$ 1,024.7

We expect our capital expenditures in fiscal 2020 will be approximately \$1.5 billion, including approximately \$900 million for our offices and distribution centers (including buying and merchandising systems and other information systems) to support growth, approximately \$400 million for store renovations and approximately \$200 million for new stores. We plan to fund these expenditures through internally generated funds.

In fiscal 2019, we purchased \$0.2 billion of investments, compared to \$0.9 billion in fiscal 2018. Additionally, \$0.6 billion of investments were sold or matured during fiscal 2019 compared to \$0.9 billion in the prior year. This activity primarily relates to short-term investments which had initial maturities in excess of 90 days and, per our policy, are not classified as cash on the consolidated balance sheets presented.

### *Financing Activities*

Net cash used in financing activities resulted in net cash outflows of \$3.1 billion in fiscal 2019, \$2.3 billion in fiscal 2018 and \$1.6 billion in fiscal 2017. These cash outflows were primarily driven by equity repurchases partially offset by issuances, dividend payments and debt transactions.

#### *Equity*

TJX repurchased and retired 51.8 million shares of its common stock at a cost of \$2.5 billion during fiscal 2019, on a "trade date basis." TJX reflects stock repurchases in its financial statements on a "settlement date" or cash basis. Under our stock repurchase programs, we spent \$2.4 billion to repurchase 50.8 million shares of our stock in fiscal 2019, \$1.6 billion to repurchase 44.4 million shares of our stock in fiscal 2018 and \$1.7 billion to repurchase 44.6 million shares of our stock in fiscal 2017.

For further information regarding equity repurchases, see Note D – Capital Stock and Earnings Per Share of Notes to Consolidated Financial Statements.

In February 2019, our Board of Directors approved an additional repurchase program authorizing the repurchase of up to an additional \$1.5 billion of TJX stock. We currently plan to repurchase approximately \$1.75 billion to \$2.25 billion of stock under our stock repurchase programs in fiscal 2020. We determine the timing and amount of repurchases based on our assessment of various factors including excess cash flow, liquidity, economic and market conditions, our assessment of prospects for our business, legal requirements and other factors. The timing and amount of these purchases may change.

#### *Dividends*

We declared quarterly dividends on our common stock which totaled \$0.78 per share in fiscal 2019, \$0.625 per share in fiscal 2018 and \$0.52 per share in fiscal 2017. Cash payments for dividends on our common stock totaled \$923 million in fiscal 2019, \$764 million in fiscal 2018 and \$651 million in fiscal 2017. We also received proceeds from the exercise of employee stock options of \$255 million in fiscal 2019, \$134 million in fiscal 2018 and \$164 million in fiscal 2017. We expect to pay quarterly dividends for fiscal 2020 of \$0.23 per share, or an annual dividend of \$0.92 per share, subject to the declaration and approval of our Board of Directors. This would represent an 18% increase over the per share dividends declared and paid in fiscal 2019.

## Debt

During the fiscal 2017 third quarter we received net proceeds of \$992.5 million from the issuance of \$1 billion of 2.25% ten-year notes. A portion of the proceeds were used to redeem our \$375 million 6.95% notes prior to their scheduled maturity. The redemption of the notes, including the prepayment penalty, resulted in cash outflows of \$426 million.

For further information regarding debt, see Note J – Long-Term Debt and Credit Lines of Notes to Consolidated Financial Statements.

### Contractual Obligations

As of February 2, 2019, we had known contractual obligations under long-term debt arrangements (including current installments), other long-term obligations, operating leases for property and equipment and purchase obligations as follows:

In thousands	Payments Due by Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Tabular Disclosure of Contractual Obligations					
Long-term debt and other long-term obligations <sup>(1)</sup>	\$ 2,537,813	\$ 55,625	\$ 850,938	\$ 563,750	\$ 1,067,500
Operating lease commitments <sup>(2)</sup>	9,791,971	1,676,700	3,044,822	2,295,604	2,774,845
Purchase obligations <sup>(3)</sup>	3,843,184	3,666,288	155,963	20,933	—
Total obligations	\$ 16,172,968	\$ 5,398,613	\$ 4,051,723	\$ 2,880,287	\$ 3,842,345

(1) Includes estimated interest costs.

(2) Reflects minimum rent. Does not include costs for insurance, real estate taxes, other operating expenses and, in some cases, rentals based on a percentage of sales; these items totaled approximately one-third of the total minimum rent for fiscal 2019.

(3) Includes estimated obligations under purchase orders for merchandise and under agreements for capital items, products and services used in our business, including executive employment and other agreements. Excludes agreements that can be canceled without penalty.

We also have long-term liabilities for which it is not reasonably possible for us to predict when they may be paid which include \$449.1 million for employee compensation and benefits and \$235.5 million for uncertain tax positions.

### CRITICAL ACCOUNTING POLICIES

We prepare our consolidated financial statements in accordance with GAAP which require us to make certain estimates and judgments that impact our reported results. These judgments and estimates are based on historical experience and other factors which we continually review and believe are reasonable. We consider our most critical accounting policies, involving management estimates and judgments, to be those relating to the areas described below.

#### Inventory Valuation

We use the retail method for valuing inventory for all our businesses except T.K. Maxx in Australia. The businesses that utilize the retail method have some inventory that is initially valued at cost before the retail method is applied as it has not been fully processed for sale (i.e. inventory in transit and unprocessed inventory in our distribution centers). Under the retail method, the cost value of inventory and gross margins are determined by calculating a cost-to-retail ratio and applying it to the retail value of inventory. It involves management estimates with regard to markdowns and inventory shrinkage. Under the retail method, permanent markdowns are reflected in inventory valuation when the price of an item is reduced. Typically, a significant area of judgment in the retail method is the amount and timing of permanent markdowns. However, as a normal business practice, we have a specific policy as to when and how markdowns are to be taken, greatly reducing management's discretion and the need for management estimates as to markdowns. Inventory shrinkage requires estimating a shrinkage rate for interim periods, but we take a full physical inventory near the fiscal year end to determine shrinkage at year end. Historically, the variance between estimated shrinkage and actual shrinkage has not been material to our annual financial results. We do not generally enter into arrangements with vendors that provide for rebates and allowances that could ultimately affect the value of inventory.

### ***Impairment of Long-lived Assets, Goodwill and Tradenames***

We evaluate our long-lived assets, goodwill and tradenames for indicators of impairment at least annually in the fourth quarter of each fiscal year or whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. Significant judgment is involved in projecting the cash flows of individual stores, as well as of our business units, which involve a number of factors including historical trends, recent performance and general economic assumptions. If we determine that an impairment of long-lived assets or tradenames has occurred, we record an impairment charge equal to the excess of the carrying value of those assets over the estimated fair value of the assets. If we determine that an impairment of goodwill has occurred, we record an impairment charge equal to the excess of the carrying value of the applicable reporting unit over the estimated fair value of the reporting unit, but not in excess of the carrying amount of goodwill. We determine the fair value of our business units using the discounted cash flow method which requires assumptions for the weighted average cost of capital ("WACC") and revenue growth for the related business unit. The fair value of our business units exceeds their carrying value by a significant amount.

### ***Reserves for Uncertain Tax Positions***

Like many large corporations, our income and other tax returns and reports are regularly audited by federal, state and local tax authorities in the United States and in foreign jurisdictions where we operate and such authorities may challenge positions we take. We are engaged in various administrative and judicial proceedings in multiple jurisdictions with respect to assessments, claims, deficiencies and refunds and other tax matters, which proceedings are in various stages of negotiation, assessment, examination, litigation and settlement. The outcomes of these proceedings are uncertain. In accordance with GAAP, we evaluate our uncertain tax positions based on our understanding of the facts, circumstances and information available at the reporting date, and we accrue for exposure when we believe that it is more likely than not, based on the technical merits, that the positions we have taken will not be sustained. However, in the next twelve months and in future periods, the amounts we accrue for uncertain tax positions from time to time or ultimately pay, as the result of the final resolutions of examinations, judicial or administrative proceedings, changes in facts, law, or legal interpretations, expirations of applicable statute of limitations or other resolutions of, or changes in, tax positions may differ either positively or negatively from the amounts we have accrued, and may result in reductions to or additions to accruals, refund claims or payments for periods not currently under examination or for which no claims have been made, such as the recently enacted 2017 Tax Act. Final resolutions of our tax positions or changes in accruals for uncertain tax positions could result in additional tax expense or benefit and could have a material impact on our results of operations of the period in which an examination or proceeding is resolved or in the period in which a changed outcome becomes probable and reasonably estimable.

The 2017 Tax Act significantly changes how corporations are taxed, requiring complex computations to be performed that were not previously required in U.S. tax law, significant judgments to be made in interpretation of the provisions and significant estimates in calculations, and the preparation and analysis of information not previously relevant or regularly produced. The U.S. Treasury Department, the IRS, and other standard-setting bodies could interpret or issue guidance on how provisions of the 2017 Tax Act will be applied or otherwise administered that is different from our interpretation. As we continue our analysis of the 2017 Tax Act, collect and prepare necessary data, and interpret any additional guidance, we may make adjustments to amounts that we have recorded that may materially impact our provision for income taxes in the period in which the adjustments are made.

### ***Loss Contingencies***

Certain conditions may exist as of the date the financial statements are issued that may result in a loss to us but will not be resolved until one or more future events occur or fail to occur. Our management, with the assistance of our legal counsel, assesses such contingent liabilities. Such assessments inherently involve the exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against us or claims that may result in such proceedings, our legal counsel assists us in evaluating the perceived merits of any legal proceedings or claims as well as the perceived merits of the relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be reasonably estimated, we will accrue for the estimated liability in the financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be reasonably estimated, we will disclose the nature of the contingent liability, together with an estimate of the range of the possible loss or a statement that such loss is not reasonably estimable.

### **RECENT ACCOUNTING PRONOUNCEMENTS**

For a discussion of accounting pronouncements, see Note A- Basis of Presentation and Summary of Accounting Policies of Notes to Consolidated Financial Statements included in this annual report on Form 10-K, including the dates of adoption and estimated effects on our results of operations, financial position or cash flows.

## **ITEM 7A. Quantitative and Qualitative Disclosure about Market Risk**

TJX is exposed to market risks in the ordinary course of business. Some potential market risks are discussed below:

### **FOREIGN CURRENCY EXCHANGE RISK**

We are exposed to foreign currency exchange rate risk on the translation of our foreign operations into the U.S. dollar and on purchases of goods in currencies that are not the local currencies of stores where the goods are sold and on intercompany debt and interest payable between and among our domestic and international operations. Our currency risk primarily relates to our activity in the Canadian dollar, British pound and Euro. As more fully described in Note E- Financial Instruments of Notes to Consolidated Financial Statements, we use derivative financial instruments to hedge a portion of certain merchandise purchase commitments, primarily at our international operations, and a portion of our intercompany transactions with and within our international operations. We enter into derivative contracts only for the purpose of hedging the underlying economic exposure. We utilize currency forward and swap contracts, designed to offset the gains or losses on the underlying exposures. The contracts are executed with banks we believe are creditworthy and are denominated in currencies of major industrial countries. Our foreign exchange risk management policy prohibits us from using derivative financial instruments for trading or other speculative purposes and we do not use any leveraged derivative financial instruments. 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 February 2, 2019 and February 3, 2018, 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 by approximately \$84 million and \$78 million, in fiscal years 2019 and 2018, respectively.

### **EQUITY PRICE AND OTHER MARKET RISK**

The assets of our funded qualified pension plan, a portion of which are equity securities, are subject to the risks and uncertainties of the financial markets. We invest the pension assets (described further in Note I- Pension Plans and Other Retirement Benefits of Notes to Consolidated Financial Statements) 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. A significant decline in the financial markets could adversely affect the value of our pension plan assets and the funded status of our pension plan, resulting in increased required contributions to the plan or other plan-related liabilities. Our pension plan investment policy prohibits the use of derivatives for speculative purposes.

## **ITEM 8. Financial Statements and Supplementary Data**

The information required by this item may be found on pages F-1 through F-38 of this annual report on Form 10-K.

## **ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

Not applicable.

## ITEM 9A. Controls and Procedures

### (a) Evaluation of Disclosure 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 defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this report pursuant to Rules 13a-15 and 15d-15 of the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective at a reasonable assurance level in ensuring that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC'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. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of implementing controls and procedures.

### (b) Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fourth quarter of fiscal 2019 identified in connection with our Chief Executive Officer's and Chief Financial Officer's evaluation that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### (c) Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, our principal executive and principal financial officers, or persons performing similar functions, and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of TJX;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of TJX are being made only in accordance with authorizations of management and directors of TJX; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of TJX's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of February 2, 2019 based on criteria established in *Internal Control—Integrated Framework 2013* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on that evaluation, management concluded that its internal control over financial reporting was effective as of February 2, 2019.

### (d) Attestation Report of the Independent Registered Public Accounting Firm

PricewaterhouseCoopers LLP, the independent registered public accounting firm that audited and reported on our consolidated financial statements contained herein, has audited the effectiveness of our internal control over financial reporting as of February 2, 2019, and has issued an attestation report on the effectiveness of our internal control over financial reporting included herein.

## ITEM 9B. Other Information

Not applicable.



## **PART III**

### **ITEM 10. Directors, Executive Officers and Corporate Governance**

The information concerning our executive officers is set forth under the heading “Executive Officers of the Registrant” in Part I of this report. TJX will file with the Securities and Exchange Commission (SEC) a definitive proxy statement no later than 120 days after the close of its fiscal year ended February 2, 2019 (Proxy Statement). The other information required by this Item and not given in this Item will appear under the headings “Election of Directors” and “Corporate Governance,” including in “Board Committees and Meetings,” and “Audit Committee Report” and in “Beneficial Ownership” in “Section 16(a) Beneficial Ownership Reporting Compliance” in our Proxy Statement, which sections are incorporated herein by reference.

In addition to our Global Code of Conduct, TJX has a Code of Ethics for TJX Executives governing its Executive Chairman, Chief Executive Officer and President, Chief Financial Officer, Principal Accounting Officer and other senior operating, financial and legal executives. The Code of Ethics for TJX Executives is designed to ensure integrity in TJX’s financial reports and public disclosures. TJX also has a Directors Code of Business Conduct and Ethics which promotes honest and ethical conduct, compliance with applicable laws, rules and regulations and the avoidance of conflicts of interest. Both of these codes of conduct are published at [tjx.com](http://tjx.com). We intend to disclose any future amendments to, or waivers from, the Code of Ethics for TJX Executives or the Directors Code of Business Conduct and Ethics within four business days of the waiver or amendment through a website posting or by filing a Current Report on Form 8-K with the SEC.

### **ITEM 11. Executive Compensation**

The information required by this Item will appear under the headings “Compensation Discussion and Analysis,” “Compensation Tables,” “Director Compensation” and “Compensation Program Risk Assessment” in our Proxy Statement, which sections are incorporated herein by reference.

### **ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this Item will appear under the headings “Equity Compensation Plan Information” and “Beneficial Ownership” in our Proxy Statement, which sections are incorporated herein by reference.

### **ITEM 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this Item will appear under the heading “Corporate Governance,” including in “Transactions with Related Persons” and “Board Independence,” in our Proxy Statement, which section is incorporated herein by reference.

### **ITEM 14. Principal Accountant Fees and Services**

The information required by this Item will appear under the headings “Audit Committee Report” and “Auditor Fees” in our Proxy Statement, which sections are incorporated herein by reference.

## PART IV

### ITEM 15. Exhibits, Financial Statement Schedules

#### (a) FINANCIAL STATEMENT SCHEDULES

For a list of the consolidated financial information included herein, see Index to the Consolidated Financial Statements on page F-1.

#### Schedule II – Valuation and Qualifying Accounts

In thousands	Balance Beginning of Period	Amounts Charged to Net Income	Write-Offs Against Reserve	Balance End of Period
<b>Sales Return Reserve:</b>				
<b>Fiscal Year Ended February 2, 2019<sup>(1)</sup></b>	<b>\$ 103,243</b>	<b>\$ 4,861,960</b>	<b>\$ 4,861,703</b>	<b>\$ 103,500</b>
Fiscal Year Ended February 3, 2018 <sup>(2)</sup>	\$ 43,236	\$ 2,073,146	\$ 2,071,237	\$ 45,145
Fiscal Year Ended January 28, 2017 <sup>(2)</sup>	\$ 41,723	\$ 1,926,489	\$ 1,924,976	\$ 43,236

(1) Upon adoption of Revenue Recognition (Topic 606) in the first quarter of fiscal 2019, the sales return reserve balance now reflects the gross sales amount whereas prior years' reflect the sales net of estimated value of merchandise to be returned.

(2) During fiscal 2019, the Company identified that while the net sales return reserve balances recorded on our balance sheets and in this schedule for fiscal 2018 and 2017 were properly stated, the amounts disclosed as "Amounts Charged to Net Income" and "Write Offs Against Reserve" were understated by \$0.5 billion and \$0.4 billion in fiscal 2018 and fiscal 2017, respectively. The Company concluded these errors are not material to prior periods, however, the amounts disclosed in the above schedule have been revised to reflect the correct activity.

#### (b) EXHIBITS

Listed below are all exhibits filed as part of this report. Some exhibits are filed by the Registrant with the Securities and Exchange Commission pursuant to Rule 12b-32 under the Exchange Act.

Exhibit No.	Description	Incorporate by Reference		
		Form	Exhibit No.	Filing Date
3(i).1	<a href="#">Fifth Restated Certificate of Incorporation, filed herewith</a>			
3(ii).1	<a href="#">By-laws of TJX, as amended</a>	8-K	3.1	2/5/2018
4.01	<a href="#">Indenture between TJX and U.S. Bank National Association dated as of April 2, 2009</a> (File No. 333-158360)	S-3	4.1	4/2/2009
4.02	<a href="#">Third Supplemental Indenture dated as of May 2, 2013 by and between TJX and U.S. Bank National Association, as Trustee, including the form of Global Note attached as Annex A thereto</a>	8-K	4.2	5/2/2013
4.03	<a href="#">Fourth Supplemental Indenture dated as of June 5, 2014 by and between TJX and U.S. Bank National Association, as Trustee, including the form of Global Note attached as Annex A thereto</a>	8-K	4.2	6/5/2014
4.04	<a href="#">Indenture between TJX and U.S. Bank National Association dated September 12, 2016</a>	8-K	4.1	9/12/2016
4.05	<a href="#">First Supplemental Indenture dated as of September 12, 2016 by and between TJX and U.S. Bank National Association, as Trustee, including the form of Global Note attached as Annex A thereto</a>	8-K	4.2	9/12/2016
10.01	<a href="#">The Executive Severance Plan effective September 27, 2018*</a>	10-Q	10.2	12/4/2018
10.02	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Carol Meyrowitz and TJX*</a>	10-Q	10.3	12/4/2018
10.03	<a href="#">The Employment Agreement dated February 1, 2019 between Carol Meyrowitz and TJX, filed herewith*</a>			
10.04	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Ernie Herrman and TJX*</a>	10-Q	10.4	12/4/2018
10.05	<a href="#">The Employment Agreement dated February 1, 2019 between Ernie Herrman and TJX, filed herewith*</a>			
10.06	<a href="#">The Employment Agreement dated March 10, 2017 between and among Michael MacMillan, Winners Merchants International LP and TJX*</a>	10-K	10.4	3/28/2017
10.07	<a href="#">The Letter Agreement dated January 16, 2018 between Michael MacMillan and TJX*</a>	10-K	10.3	4/4/2018

Exhibit No.	Description	Incorporate by Reference		
		Form	Exhibit No.	Filing Date
10.08	<a href="#">The Employment Agreement dated February 2, 2018 between Richard Sherr and TJX*</a>	10-K	10.4	4/4/2018
10.09	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Richard Sherr and TJX*</a>	10-Q	10.6	12/4/2018
10.10	<a href="#">The Amendment to the Employment Agreement between Richard Sherr and TJX effective as of February 13, 2019, filed herewith*</a>			
10.11	<a href="#">The Employment Agreement dated February 2, 2018 between Scott Goldenberg and TJX*</a>	10-K	10.5	4/4/2018
10.12	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Scott Goldenberg and TJX*</a>	10-Q	10.5	12/4/2018
10.13	<a href="#">The Amendment to the Employment Agreement between Scott Goldenberg and TJX effective as of February 13, 2019, filed herewith*</a>			
10.14	<a href="#">The Employment Agreement dated February 2, 2018 between Kenneth Canestrari and TJX*</a>	10-K	10.6	4/4/2018
10.15	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Kenneth Canestrari and TJX*</a>	10-Q	10.7	12/4/2018
10.16	<a href="#">The Amendment to the Employment Agreement between Kenneth Canestrari and TJX effective as of February 13, 2019, filed herewith*</a>			
10.17	<a href="#">The Employment Agreement dated January 16, 2018 between Douglas Mizzi and TJX*</a>	10-K	10.7	4/4/2018
10.18	<a href="#">The Executive Severance Plan Participation Agreement dated September 27, 2018 between Douglas Mizzi and TJX*</a>	10-Q	10.8	12/4/2018
10.19	<a href="#">The Amendment to the Employment Agreement between Douglas Mizzi and TJX effective as of February 13, 2019, filed herewith*</a>			
10.20	<a href="#">The Stock Incentive Plan (2013 Restatement)*</a>	10-Q	10.1	5/31/2013
10.21	<a href="#">The First Amendment to the Stock Incentive Plan (2013 Restatement) effective as of June 7, 2016*</a>	10-Q	10.1	8/26/2016
10.22	<a href="#">The Second Amendment to the Stock Incentive Plan (2013 Restatement) effective as of January 29, 2017*</a>	10-K	10.8	3/28/2017
10.23	<a href="#">The Third Amendment to the Stock Incentive Plan (2013 Restatement) effective as of November 6, 2018, filed herewith*</a>			
10.24	<a href="#">The Stock Incentive Plan Rules for U.K. Employees, effective as of September 17, 2018*</a>	10-Q	10.1	12/4/2018
10.25	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 17, 2009*</a>	10-Q	12.1	12/1/2009
10.26	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 17, 2009*</a>	10-Q	12.2	12/1/2009
10.27	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 9, 2010*</a>	10-Q	10.2	11/24/2010
10.28	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 9, 2010*</a>	10-K	10.19	3/27/2012
10.29	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 20, 2012*</a>	10-Q	10.1	11/29/2012
10.30	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 20, 2012*</a>	10-Q	10.2	11/29/2012
10.31	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 19, 2013*</a>	10-Q	10.1	12/3/2013
10.32	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 19, 2013*</a>	10-Q	10.2	12/3/2013
10.33	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 10, 2014*</a>	10-Q	10.4	12/2/2014
10.34	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 10, 2014*</a>	10-Q	10.5	12/2/2014
10.35	<a href="#">The Form of Non-Qualified Stock Option Certificate granted under the Stock Incentive Plan as of September 17, 2015*</a>	10-Q	10.1	12/1/2015
10.36	<a href="#">The Form of Non-Qualified Stock Option Terms and Conditions granted under the Stock Incentive Plan as of September 17, 2015*</a>	10-Q	10.2	12/1/2015
10.37	<a href="#">The Form of Performance-Based Deferred Stock Award granted under the Stock Incentive Plan as of March 29, 2016*</a>	10-Q	10.1	5/27/2016
10.38	<a href="#">The Form of Performance-Based Deferred Stock award granted under the Stock Incentive Plan as of April 4, 2017*</a>	10-Q	10.1	5/26/2017

Exhibit No.	Description	Incorporate by Reference		
		Form	Exhibit No.	Filing Date
10.39	<a href="#">The Performance-Based Restricted Stock Award granted under the Stock Incentive Plan on January 29, 2016 to Carol Meyrowitz*</a>	10-K	10.18	3/29/2016
10.40	<a href="#">The Restricted Stock Unit Award granted under the Stock Incentive Plan on January 29, 2016 to Ernie Herrman*</a>	10-K	10.19	3/29/2016
10.41	<a href="#">The Form of Performance Share Unit Award granted under the Stock Incentive Plan as of April 3, 2018*</a>	10-Q	10.1	6/1/2018
10.42	<a href="#">The Form of Restricted Stock Unit Award granted under the Stock Incentive Plan as of April 3, 2018*</a>	10-Q	10.2	6/1/2018
10.43	<a href="#">The Form of Deferred Stock Award for Directors granted under the Stock Incentive Plan*</a>	10-K	10.20	3/31/2015
10.44	<a href="#">The Form of Deferred Stock Award for Directors granted under the Stock Incentive Plan as of June 7, 2016*</a>	10-Q	10.2	8/26/2016
10.45	<a href="#">Description of Director Compensation Arrangements, filed herewith*</a>			
10.46	<a href="#">The Management Incentive Plan and Long Range Performance Incentive Plan (2013 Restatement)*</a>	10-K	10.22	4/2/2013
10.47	<a href="#">The General Deferred Compensation Plan (1998 Restatement) (the GDCP) and First Amendment to the GDCP, effective January 1, 1999*</a>	10-K	10.9	4/29/1999
10.48	<a href="#">The Second Amendment to the GDCP, effective January 1, 2000*</a>	10-K	10.10	4/28/2000
10.49	<a href="#">The Third and Fourth Amendments to the GDCP*</a>	10-K	10.17	3/29/2006
10.50	<a href="#">The Fifth Amendment to the GDCP, effective January 1, 2008*</a>	10-K	10.17	3/31/2009
10.51	<a href="#">The Supplemental Executive Retirement Plan (2015 Restatement)*</a>	10-Q	10.3	5/29/2015
10.52	<a href="#">The Executive Savings Plan (As Amended and Restated, Effective January 1, 2015) (the ESP)*</a>	10-K	10.25	3/31/2015
10.53	<a href="#">The First Amendment to the ESP, dated December 30, 2015*</a>	10-K	10.25	3/29/2016
10.54	The Form of TJX Indemnification Agreement for its executive officers and directors*(p)	10-K	10(r)	4/27/1990
10.55	The Trust Agreement dated as of April 8, 1988 between TJX and State Street Bank and Trust Company*(p)	10-K	10(y)	4/28/1988
10.56	The Trust Agreement dated as of April 8, 1988 between TJX and Fleet Bank (formerly Shawmut Bank of Boston, N.A.)*(p)	10-K	10(z)	4/28/1988
10.57	<a href="#">The Trust Agreement for Executive Savings Plan dated as of October 23, 2015 between TJX and Vanguard Fiduciary Trust Company*</a>	10-Q	10.5	10/31/2015
21	<a href="#">Subsidiaries of TJX, filed herewith</a>			
23	<a href="#">Consent of Independent Registered Public Accounting Firm, filed herewith</a>			
24	<a href="#">Power of Attorney given by the Directors and certain Executive Officers of TJX, filed herewith</a>			
31.1	<a href="#">Certification Statement of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith</a>			
31.2	<a href="#">Certification Statement of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith</a>			
32.1	<a href="#">Certification Statement of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith</a>			
32.2	<a href="#">Certification Statement of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith</a>			
101	The following materials from The TJX Companies, Inc.'s Annual Report on Form 10-K for the fiscal year ended February 2, 2019, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Income, (ii) the Consolidated Statements of Comprehensive Income, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Shareholders' Equity, and (vi) Notes to Consolidated Financial Statements			

\* Management contract or compensatory plan or arrangement.

(p) Paper filing.

Unless otherwise indicated, exhibits incorporated by reference were filed under Commission File Number 001-04908.

## ITEM 16. Form 10-K Summary

Not applicable.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated: April 3, 2019

/s/ SCOTT GOLDENBERG

Scott Goldenberg, Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

/s/ ERNIE HERRMAN

Ernie Herman, Chief Executive Officer, President and Director (Principal Executive Officer)

/s/ SCOTT GOLDENBERG

Scott Goldenberg, Chief Financial Officer  
(Principal Financial and Accounting Officer)

ZEIN ABDALLA\*

Zein Abdalla, Director

AMY B. LANE\*

Amy B. Lane, Director

ALAN M. BENNETT\*

Alan M. Bennett, Director

CAROL MEYROWITZ\*

Carol Meyrowitz, Executive Chairman of the Board of Directors

ROSEMARY T. BERKERY\*

Rosemary T. Berkery, Director

JACKWYN L. NEMEROV\*

Jackwyn L. Nemerov, Director

DAVID T. CHING\*

David T. Ching, Director

JOHN F. O'BRIEN\*

John F. O'Brien, Director

MICHAEL F. HINES\*

Michael F. Hines, Director

WILLOW B. SHIRE\*

Willow B. Shire, Director

Dated:

April 3, 2019

\*BY /s/ SCOTT GOLDENBERG

Scott Goldenberg,  
as attorney-in-fact

**The TJX Companies, Inc.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

For Fiscal Years Ended February 2, 2019, February 3, 2018 and January 28, 2017.

<a href="#"><u>Report of Independent Registered Public Accounting Firm</u></a>	<a href="#"><u>F-2</u></a>
<b>Consolidated Financial Statements:</b>	
<a href="#"><u>Consolidated Statements of Income</u></a>	<a href="#"><u>F-4</u></a>
<a href="#"><u>Consolidated Statements of Comprehensive Income</u></a>	<a href="#"><u>F-5</u></a>
<a href="#"><u>Consolidated Balance Sheets</u></a>	<a href="#"><u>F-6</u></a>
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<b>Financial Statement Schedules:</b>	
<a href="#"><u>Schedule II – Valuation and Qualifying Accounts</u></a>	<a href="#"><u>41</u></a>

## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of The TJX Companies, Inc.:

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of The TJX Companies, Inc. and its subsidiaries (the “Company”) as of February 2, 2019 and February 3, 2018, and the related consolidated statements of income, comprehensive income, shareholders’ equity and cash flows for each of the three years in the period ended February 2, 2019, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended February 2, 2019 appearing under Item 15 (a) (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of February 2, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of February 2, 2019 and February 3, 2018, and the results of its operations and its cash flows for each of the three years in the period ended February 2, 2019 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of February 2, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### ***Basis for Opinions***

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/PricewaterhouseCoopers LLP  
Boston, Massachusetts  
April 3, 2019

We have served as the Company's auditor since 1962.



**The TJX Companies, Inc.**  
**CONSOLIDATED STATEMENTS OF INCOME**

Amounts in thousands except per share amounts	Fiscal Year Ended		
	February 2 2019	February 3 2018	January 28 2017
	(53 weeks)		
Net sales	\$ 38,972,934	\$ 35,864,664	\$ 33,183,744
Cost of sales, including buying and occupancy costs	27,831,177	25,502,167	23,565,754
Selling, general and administrative expenses	6,923,564	6,375,071	5,768,467
Impairment of goodwill and other long-lived assets, related to Sierra	—	99,250	—
Loss on early extinguishment of debt	—	—	51,773
Pension settlement charge	36,122	—	31,173
Interest expense, net	8,860	31,588	43,534
Income before provision for income taxes	4,173,211	3,856,588	3,723,043
Provision for income taxes	1,113,413	1,248,640	1,424,809
Net income	\$ 3,059,798	\$ 2,607,948	\$ 2,298,234
Basic earnings per share:			
Net income	\$ 2.47	\$ 2.05	\$ 1.75
Weighted average common shares – basic	1,241,153	1,273,654	1,311,294
Diluted earnings per share:			
Net income	\$ 2.43	\$ 2.02	\$ 1.73
Weighted average common shares – diluted	1,259,252	1,292,209	1,328,864

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

**The TJX Companies, Inc.**

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

In thousands	Fiscal Year Ended		
	February 2 2019	February 3 2018	January 28 2017
		(53 weeks)	
Net income	\$ 3,059,798	\$ 2,607,948	\$ 2,298,234
Additions to other comprehensive income:			
Foreign currency translation adjustments, net of related tax benefit of \$8,233 in fiscal 2019, and provisions of \$36,929 and \$25,656 in fiscal 2018 and fiscal 2017, respectively	(192,664)	211,752	(52,611)
Gain on net investment hedges, net of related tax provision of \$7,113 in fiscal 2019	19,538	—	—
Recognition of net gains/losses on benefit obligations, net of related tax benefit of \$19,813 in fiscal 2019, provision of \$8,989 in fiscal 2018 and benefit of \$7,394 in fiscal 2017	(54,420)	24,691	(11,239)
Reclassifications from other comprehensive income to net income:			
Pension settlement charge, net of related tax provision of \$9,641 in fiscal 2019 and \$12,369 in fiscal 2017	26,481	—	18,804
Amortization of loss on cash flow hedge, net of related tax provisions of \$304, \$438 and \$450 in fiscal 2019, 2018 and 2017, respectively	847	696	684
Amortization of prior service cost and deferred gains/losses, net of related tax provisions of \$4,280, \$9,592, and \$11,584 in fiscal 2019, 2018 and 2017, respectively	11,756	15,228	17,608
Other comprehensive (loss) income, net of tax	(188,462)	252,367	(26,754)
Total comprehensive income	\$ 2,871,336	\$ 2,860,315	\$ 2,271,480

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

**The TJX Companies, Inc.**  
**CONSOLIDATED BALANCE SHEETS**

Amounts in thousands except share amounts	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 3,030,229	\$ 2,758,477
Short-term investments	—	506,165
Accounts receivable, net	346,298	327,166
Merchandise inventories	4,579,033	4,187,243
Prepaid expenses and other current assets	513,662	706,676
Total current assets	8,469,222	8,485,727
Net property at cost	5,255,208	5,006,053
Non-current deferred income taxes, net	6,467	6,558
Goodwill	97,552	100,069
Other assets	497,580	459,608
<b>TOTAL ASSETS</b>	<b>\$ 14,326,029</b>	<b>\$ 14,058,015</b>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable	\$ 2,644,143	\$ 2,488,373
Accrued expenses and other current liabilities	2,733,076	2,522,961
Federal, state and foreign income taxes payable	154,155	114,203
Total current liabilities	5,531,374	5,125,537
Other long-term liabilities	1,354,242	1,320,505
Non-current deferred income taxes, net	158,191	233,057
Long-term debt	2,233,616	2,230,607
Commitments and contingencies (See Note L and Note N)		
<b>SHAREHOLDERS' EQUITY</b>		
Preferred stock, authorized 5,000,000 shares, par value \$1, no shares issued	—	—
Common stock, authorized 1,800,000,000 shares, par value \$1, issued and outstanding 1,217,182,508 and 1,256,018,044, respectively	1,217,183	1,256,018
Additional paid-in capital	—	—
Accumulated other comprehensive (loss) income	(630,321)	(441,859)
Retained earnings	4,461,744	4,334,150
Total shareholders' equity	5,048,606	5,148,309
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 14,326,029</b>	<b>\$ 14,058,015</b>

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

**The TJX Companies, Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Cash flows from operating activities:			
Net income	\$ 3,059,798	\$ 2,607,948	\$ 2,298,234
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	819,655	725,957	658,796
Loss on property disposals and impairment charges	17,653	8,871	5,207
Deferred income tax (benefit)	(88,594)	(137,440)	(5,503)
Share-based compensation	103,557	101,362	102,251
Impairment of goodwill and long-lived assets, related to Sierra	—	99,250	—
Loss on early extinguishment of debt	—	—	51,773
Pension settlement charge	36,122	—	31,173
Excess tax benefits from share-based compensation	—	—	(70,999)
Changes in assets and liabilities:			
(Increase) in accounts receivable	(23,532)	(62,358)	(23,235)
(Increase) decrease in merchandise inventories	(465,429)	(450,377)	11,862
Decrease (increase) in prepaid expenses and other current assets	236,342	(317,850)	(9,600)
Increase in accounts payable	198,212	205,111	48,253
Increase in accrued expenses and other liabilities	169,418	334,522	389,399
Increase (decrease) in income taxes payable	40,965	(94,492)	146,766
Other	(15,708)	5,120	(7,518)
Net cash provided by operating activities	4,088,459	3,025,624	3,626,859
Cash flows from investing activities:			
Property additions	(1,125,139)	(1,057,617)	(1,024,747)
Purchases of investments	(161,625)	(861,256)	(716,953)
Sales and maturities of investments	636,560	906,137	529,146
Other	26,652	—	(2,324)
Net cash (used in) investing activities	(623,552)	(1,012,736)	(1,214,878)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	—	—	992,540
Cash payments for extinguishment of debt	—	—	(425,584)
Cash payments for debt issuance expenses	—	—	(9,921)
Cash payments on build to suit leases	(7,115)	(3,138)	—
Cash payments for rate lock agreement	—	—	(3,150)
Cash payments for repurchase of common stock	(2,406,997)	(1,644,581)	(1,699,998)
Proceeds from issuance of common stock	255,241	133,687	164,190
Cash payments of employee tax withholdings for performance based stock awards	(16,014)	(19,274)	(24,965)
Excess tax benefits from share-based compensation	—	—	70,999
Cash dividends paid	(922,596)	(764,040)	(650,988)
Net cash (used in) financing activities	(3,097,481)	(2,297,346)	(1,586,877)
Effect of exchange rate changes on cash	(95,674)	113,086	9,272
Net increase (decrease) in cash and cash equivalents	271,752	(171,372)	834,376
Cash and cash equivalents at beginning of year	2,758,477	2,929,849	2,095,473
Cash and cash equivalents at end of year	\$ 3,030,229	\$ 2,758,477	\$ 2,929,849

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

**The TJX Companies, Inc.**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**

In thousands	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive(Loss) Income	Retained Earnings	Total
	Shares	Par Value \$1				
<b>Balance, January 30, 2016</b>	1,326,992	\$ 1,326,992	\$ —	\$ (667,472)	\$ 3,647,555	\$ 4,307,075
Net income	—	—	—	—	2,298,234	2,298,234
Other comprehensive (loss), net of tax	—	—	—	(26,754)	—	(26,754)
Cash dividends declared on common stock	—	—	—	—	(680,183)	(680,183)
Recognition of share-based compensation	—	—	102,251	—	—	102,251
Issuance of common stock under stock incentive plan and related tax effect	10,202	10,202	204,873	—	(5,101)	209,974
Common stock repurchased	(44,556)	(44,556)	(307,124)	—	(1,348,318)	(1,699,998)
<b>Balance, January 28, 2017</b>	1,292,638	1,292,638	—	(694,226)	3,912,187	4,510,599
Net income	—	—	—	—	2,607,948	2,607,948
Other comprehensive income, net of tax	—	—	—	252,367	—	252,367
Cash dividends declared on common stock	—	—	—	—	(793,878)	(793,878)
Recognition of share-based compensation	—	—	101,362	—	—	101,362
Issuance of common stock under stock incentive plan and related tax effect	7,790	7,790	110,597	—	(3,895)	114,492
Common stock repurchased	(44,410)	(44,410)	(211,959)	—	(1,388,212)	(1,644,581)
<b>Balance, February 3, 2018</b>	1,256,018	1,256,018	—	(441,859)	4,334,150	5,148,309
Net income	—	—	—	—	3,059,798	3,059,798
Cumulative effect of accounting change (See Note A)	—	—	—	—	58,712	58,712
Other comprehensive (loss), net of tax	—	—	—	(188,462)	—	(188,462)
Cash dividends declared on common stock	—	—	—	—	(965,539)	(965,539)
Recognition of share-based compensation	—	—	103,557	—	—	103,557
Issuance of common stock under stock incentive plan and related tax effect	11,988	11,988	227,240	—	—	239,228
Common stock repurchased	(50,823)	(50,823)	(330,797)	—	(2,025,377)	(2,406,997)
<b>Balance, February 2, 2019</b>	1,217,183	\$ 1,217,183	\$ —	\$ (630,321)	\$ 4,461,744	\$ 5,048,606

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### Note A. Basis of Presentation and Summary of Accounting Policies

#### *Basis of Presentation*

The Consolidated Financial Statements and Notes thereto of The TJX Companies, Inc. (referred to as “TJX,” “we” or “the Company”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and include the financial statements of all of TJX’s subsidiaries, all of which are wholly owned. All of its activities are conducted by TJX or its subsidiaries and are consolidated in these financial statements. All intercompany transactions have been eliminated in consolidation.

#### *Fiscal Year*

TJX’s fiscal year ends on the Saturday nearest to the last day of January of each year. The fiscal year ended February 2, 2019 (“fiscal 2019”) was a 52-week fiscal year. Fiscal 2018 was a 53-week year and fiscal 2017 was a 52-week fiscal year.

#### *Use of Estimates*

The preparation of TJX’s financial statements, in conformity with GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements as well as the reported amounts of revenues and expenses during the reporting period. TJX considers its accounting policies relating to inventory valuation, impairment of long-lived assets, goodwill and tradenames, reserves for uncertain tax positions and loss contingencies to be the most significant accounting policies that involve management estimates and judgments. Actual amounts could differ from those estimates, and such differences could be material.

#### **Summary of Accounting Policies**

##### *Revenue Recognition*

TJX adopted Revenue from Contracts with Customers (referred to as “ASC 606”), on February 4, 2018 (“the adoption date”). The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. TJX adopted the new guidance under the modified retrospective approach which resulted in a \$59 million cumulative adjustment to increase retained earnings. The cumulative adjustment primarily related to revenue recognized on the value of unredeemed rewards certificates issued to customers as part of the Company’s U.S. co-branded credit card loyalty program. We now recognize the estimated unredeemed awards when they are earned, rather than when merchandise credits expire or when the likelihood of redemption becomes remote. In addition, online sales are now recognized at the shipping point rather than receipt by the customer. Other changes relate to the presentation of revenue as certain expenses previously presented as a reduction of revenue are now classified as selling, general and administrative expenses (“SG&A”). The new standard required a change in the presentation of our sales return reserve on the balance sheet, which we previously recorded net of the value of returned merchandise and now is presented at gross sales value with an asset established for the value of the merchandise returned. There was no change in the timing or amount of revenue recognized under the new standard as it related to revenue from point of sale at the registers in our stores, which constitutes more than 98% of our revenue. Financial results for fiscal periods after the adoption date are presented under ASC 606 while results from prior periods are not adjusted and continue to be reported under the accounting standards in effect for the prior period. We applied ASC 606 only to contracts that were not completed prior to fiscal 2019.

## Net Sales

Net sales consist primarily of merchandise sales, which are recorded net of a reserve for estimated returns, any discounts and sales taxes, for the sales of merchandise both within our stores and online. Net sales also include an immaterial amount of other revenues that represent less than 1.0% of total revenues, primarily generated from TJX's co-branded loyalty rewards credit card program offered in the United States only. In addition, certain customers may receive discounts that are accounted for as consideration reducing the transaction price. Merchandise sales from our stores are recognized at the point of sale when TJX provides the merchandise to the customer. The performance obligation is fulfilled at this point when the customer has obtained control by paying for and leaving with the merchandise. Merchandise sales made online are recognized when the product has been shipped, which is when legal title has passed and when TJX is entitled to payment, and the customer has obtained the ability to direct the use of and obtain substantially all of the remaining benefits from the goods. Shipping and handling activities related to online sales occur after the customer obtains control of the goods. TJX's policy is to treat shipping costs as part of our fulfillment center costs within our operating expenditures. As a result, shipping fee revenues received is recognized when control of the goods transfer to the customer and is recorded as net sales. Shipping and handling costs incurred by TJX are included in cost of sales, including buying and occupancy costs. TJX disaggregates revenue by operating segment, see Note G—Segment Information of Notes to Consolidated Financial Statements.

## Deferred Gift Card Revenue

Proceeds from the sale of gift cards as well as the value of store cards issued to customers as a result of a return or exchange are deferred until the customers use the cards to acquire merchandise, as TJX does not fulfill its performance obligation until the gift card has been redeemed. While gift cards have an indefinite life, substantially all are redeemed in the first year of issuance.

	Fiscal Period
	February 2, 2019
In thousands	
<b>Balance, February 3, 2018</b>	<b>\$ 406,506</b>
Deferred revenue	1,677,251
Effect of exchange rates changes on deferred revenue	(6,279)
Revenue recognized	(1,627,176)
<b>Balance, February 2, 2019</b>	<b>\$ 450,302</b>

TJX recognized \$1.6 billion in gift card revenue for the fiscal period 2019. Gift cards are combined in one homogeneous pool and are not separately identifiable. As such, the revenue recognized consists of gift cards that were part of the deferred revenue balance at the beginning of the period as well as gift cards that were issued during the period. Based on historical experience, we estimate the amount of gift cards and store cards that will not be redeemed (referred to as breakage) and, to the extent allowed by local law, these amounts are amortized into income over the redemption period. Revenue recognized from breakage was \$20.6 million in fiscal 2019, \$21.1 million in fiscal 2018 and \$20.5 million in fiscal 2017.

## Sales Return Reserve

Our products are generally sold with a right of return and we may provide other credits or incentives, which are accounted for as variable consideration when estimating the amount of revenue to recognize. We have elected to apply the portfolio practical expedient. We estimate the variable consideration using the expected value method when calculating the returns reserve because the difference in applying it to the individual contract would not differ materially. Returns are estimated based on historical experience and are required to be established and presented at the gross sales value with an asset established for the estimated value of the merchandise returned separate from the refund liability. Liabilities for return allowances are included in "Accrued expenses and other current liabilities" and the estimated value of the merchandise to be returned is included in "Prepaid expenses and other current assets" on our Consolidated Balance Sheets.

## Consolidated Statements of Income Classifications

Cost of sales, including buying and occupancy costs, includes the cost of merchandise sold including foreign currency gains and losses on merchandise purchases denominated in other currencies; gains and losses on inventory and fuel-related derivative contracts; asset retirement obligation costs; divisional occupancy costs (including real estate taxes, utility and maintenance costs and fixed asset depreciation); the costs of operating distribution centers; payroll, benefits and travel costs directly associated with buying inventory; and systems costs related to the buying and tracking of inventory.

Selling, general and administrative expenses include store payroll and benefit costs; communication costs; credit and check expenses; advertising; administrative and field management payroll, benefits and travel costs; corporate administrative costs and depreciation; gains and losses on non-inventory related foreign currency exchange contracts; and other miscellaneous income and expense items.

### ***Cash and Cash Equivalents***

TJX generally considers highly liquid investments with a maturity of 90 days or less at the date of purchase to be cash equivalents. Investments with maturities greater than 90 days but less than one year at the date of purchase are included in short-term investments. These investments are classified as trading securities and are stated at fair value. Investments are classified as either short- or long-term based on their original maturities. TJX's investments are primarily high-grade commercial paper, institutional money market funds and time deposits with major banks.

As of February 2, 2019, TJX's cash and cash equivalents held outside the U.S. were \$1.2 billion, of which \$420.6 million was held in countries where TJX has the intention to reinvest any undistributed earnings indefinitely.

### ***Merchandise Inventories***

Inventories are stated at the lower of cost or market. TJX uses the retail method for valuing inventories at all of its businesses, except T.K. Maxx in Australia. The businesses that utilize the retail method have some inventory that is initially valued at cost before the retail method is applied as that inventory has not been fully processed for sale (e.g. inventory in transit and unprocessed inventory in our distribution centers). Under the retail method, TJX utilizes a permanent markdown strategy and lowers the cost value of the inventory that is subject to markdown at the time the retail prices are lowered in the stores. TJX records inventory at the time title transfers, which is typically at the time when inventory is shipped. As a result, merchandise inventories on TJX's balance sheet include in-transit inventory of \$832.1 million at February 2, 2019 and \$755.4 million at February 3, 2018. Comparable amounts were reflected in accounts payable at those dates.

### ***Common Stock and Equity***

In fiscal 2019, we completed a two-for-one stock split of the Company's common stock in the form of a stock dividend. For additional information see Note D - Capital Stock and Earnings Per Share of Notes to Consolidated Financial Statements.

Equity transactions consist primarily of the repurchase by TJX of its common stock under its stock repurchase programs and the recognition of compensation expense and issuance of common stock under TJX's Stock Incentive Plan. Under TJX's stock repurchase programs, the Company repurchases its common stock on the open market. The par value of the shares repurchased is charged to common stock with the excess of the purchase price over par first charged against any available additional paid-in capital ("APIC") and the balance charged to retained earnings. Due to the high volume of repurchases over the past several years, TJX has no remaining balance in APIC at the end of any of the years presented. All shares repurchased have been retired.

Shares issued under TJX's Stock Incentive Plan are issued from authorized but unissued shares, and proceeds received are recorded by increasing common stock for the par value of the shares with the excess over par added to APIC. Income tax benefits upon the expensing of options result in the creation of a deferred tax asset, while income tax benefits due to the exercise of stock options reduce deferred tax assets up to the amount that an asset for the related grant has been created. Prior to fiscal 2018, any tax benefits greater than the deferred tax assets created at the time of expensing the options were credited to APIC; any deficiencies in the tax benefits were debited to APIC to the extent a pool for such deficiencies existed. In the absence of a pool, any deficiencies were realized in the related periods' statements of income through the provision for income taxes. Beginning in fiscal 2018, upon adoption of *ASU 2016-9-Compensation-Stock compensation (Topic 718): Improvements to employee share-based payment accounting*, any excess tax benefits or deficiencies are included in the provision for income taxes. The par value of performance-based deferred stock awards, performance share units and restricted stock units is added to common stock when shares are delivered following vesting. The par value of performance-based restricted stock awards is added to common stock when the stock is issued, generally at grant date. The fair value of stock awards and units in excess of any par value is added to APIC as the awards are amortized into earnings over the related requisite service periods.



### **Share-Based Compensation**

TJX accounts for share-based compensation by estimating the fair value of each award on the date of grant. TJX uses the Black-Scholes option pricing model for options awarded and the market price on the grant date for stock awards. See Note H – Stock Incentive Plan of Notes to Consolidated Financial Statements for a detailed discussion of share-based compensation.

### **Interest**

TJX's interest expense is presented net of capitalized interest and interest income. The following is a summary of interest expense, net:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
		(53 weeks)	
Interest expense	\$ 69,102	\$ 69,237	\$ 69,219
Capitalized interest	(4,263)	(4,942)	(7,548)
Interest (income)	(55,979)	(32,707)	(18,137)
Interest expense, net	\$ 8,860	\$ 31,588	\$ 43,534

TJX capitalizes interest during the active construction period of major capital projects. Capitalized interest is added to the cost of the related assets. Capitalized interest in fiscal 2019, 2018 and 2017 relates to costs on owned real estate projects and development costs on a merchandising system.

### **Depreciation and Amortization**

For financial reporting purposes, TJX provides for depreciation and amortization of property using the straight-line method over the estimated useful lives of the assets. Buildings are depreciated over 33 years. Leasehold costs and improvements are generally amortized over their useful life or the committed lease term (typically 10 years to 15 years), whichever is shorter. Furniture, fixtures and equipment are depreciated over 3 to 10 years. Depreciation and amortization expense for property was \$818.9 million in fiscal 2019, \$727.2 million in fiscal 2018 and \$664.5 million in fiscal 2017. TJX had no property held under capital leases during fiscal 2019, 2018, or 2017. Maintenance and repairs are charged to expense as incurred. Significant costs incurred for internally developed software are capitalized and amortized over 5 years. Upon retirement or sale, the cost of disposed assets and the related accumulated depreciation are eliminated and any gain or loss is included in income. Pre-opening costs, including rent, are expensed as incurred.

### **Lease Accounting**

The Company generally leases stores, distribution centers and office space under operating leases. Store lease agreements generally include rent holidays, rent escalation clauses and contingent rent provisions for percentage of sales in excess of specified levels. We recognize rent on a straight-line basis over the term of the lease, including rent holiday periods and scheduled rent increases. We begin recording rent expense when we take possession of a store, which is typically 30 to 60 days prior to the opening of the store and generally occurs before the commencement of the lease term, as specified in the lease.

### **Asset Retirement Obligations**

The Company establishes an asset retirement obligation, and related asset, for leases of property that require us to return the property to its original condition (commonly referred to as a reinstatement provision) if and when we exit the facility. These reinstatement provisions are primarily applicable to our TJX International locations. The income statement impact of our asset retirement obligation is recorded in general corporate expenses and our operating divisions are charged the actual costs incurred when a retirement takes place.

### ***Build-to-Suit Accounting***

Lease agreements involving property built to our specifications are reviewed to determine if our involvement in the construction project requires that we account for the project costs as if we were the owner for accounting purposes. We have entered into several lease agreements where we are deemed the owner of a construction project for accounting purposes. Thus, during construction of the facility the construction costs incurred by us as the lessor are included as a construction in progress asset along with a related liability of the same amount on our balance sheet. Upon completion of the project, a sale-leaseback analysis is performed to determine if the Company should record a sale to remove the related asset and related obligation and record the lease as either an operating or capital lease obligation. If the Company is precluded from derecognizing the asset when construction is complete, due to continuing involvement beyond a normal leaseback, the lease is accounted for as a financing transaction and the recorded asset and related financing obligation remain on the Consolidated Balance Sheets. Accordingly, the asset is depreciated over its estimated useful life in accordance with the Company's policy and a portion of the lease payments is allocated to ground rent and treated as an operating lease. The portion of the lease payment allocated to ground rental expense is based on the fair value of the land at the commencement of construction. Lease payments allocated to the non-land asset are recognized as reductions to the financing obligation and interest expense. As disclosed in "Future Adoption of New Accounting Standards," our accounting for build-to-suit leases will change upon adoption of the new lease accounting standard.

### ***Goodwill and Tradenames***

Goodwill includes the excess of the purchase price paid over the carrying value of the minority interest acquired in fiscal 1990 in TJX's former 83%-owned subsidiary and represents goodwill associated with the T.J. Maxx chain, as well as the excess of cost over the estimated fair market value of the net assets acquired by TJX in the purchase of Winners in fiscal 1991, the purchase of Sierra Trading Post in fiscal 2013, rebranded as Sierra in fiscal 2019, and the purchase of Trade Secret in fiscal 2016, which was re-branded under the T.K. Maxx name during fiscal 2018. The following is a roll forward of goodwill by component:

In thousands	Mamaxx	Winners	Sierra	T.K. Maxx in Australia	Total
<b>Balance, January 28, 2017</b>	70,027	1,686	97,254	26,904	195,871
Impairment	—	—	(97,254)	—	(97,254)
Effect of exchange rate changes on goodwill	—	98	—	1,354	1,452
<b>Balance, February 3, 2018</b>	70,027	1,784	—	28,258	100,069
Effect of exchange rate changes on goodwill	—	(92)	—	(2,425)	(2,517)
<b>Balance, February 2, 2019</b>	\$ 70,027	\$ 1,692	\$ —	\$ 25,833	\$ 97,552

Goodwill is considered to have an indefinite life and accordingly is not amortized. In fiscal 2018, the Company recorded an impairment charge of \$99.3 million which included \$97.3 million of Sierra goodwill and \$2.0 million for certain long-lived assets of Sierra as the estimated fair value of this business fell below the carrying value due to a decrease in projected revenue growth rates. The impairment charge is included within the Mamaxx segment results.

Tradenames, which are included in other assets, are the value assigned to the name “Marshalls,” acquired by TJX in fiscal 1996 as part of the acquisition of the Marshalls chain, the value assigned to the name “Sierra Trading Post,” acquired by TJX in fiscal 2013 and the value assigned to the name “Trade Secret,” acquired by TJX in fiscal 2016. The tradenames were valued by calculating the discounted present value of assumed after-tax royalty payments. The Marshalls tradename is considered to have an indefinite life and accordingly is not amortized. The Sierra Trading Post tradename is being amortized over 15 years. The Trade Secret tradename is being amortized over 7 years. The following is a roll forward of tradenames.

In thousands	Fiscal Year Ended							
	February 2, 2019				February 3, 2018			
	Gross Carrying Amount	Accumulated Amortization	Impact of FX	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Impact of FX	Net Carrying Value
<b>Definite-lived intangible assets</b>								
Sierra Trading Post	\$ 38,500	\$ (15,614)	\$ —	\$ 22,886	\$ 38,500	\$ (13,029)	\$ —	\$ 25,471
Trade Secret	\$ 12,541	\$ (4,117)	\$ (1,048)	\$ 7,376	\$ 12,541	\$ (2,899)	\$ 2,072	\$ 11,714
<b>Indefinite-lived intangible asset</b>								
Marshalls	\$ 107,695	\$ —	\$ —	\$ 107,695	\$ 107,695	\$ —	\$ —	\$ 107,695

TJX occasionally acquires or licenses other trademarks to be used in connection with private label merchandise. Such trademarks are included in other assets and are amortized to cost of sales, including buying and occupancy costs, over their useful life, generally from 7 to 10 years.

Goodwill, tradenames and trademarks, and the related accumulated amortization or impairment if any, are included in the respective operating segment to which they relate.

#### ***Impairment of Long-Lived Assets, Goodwill and Tradenames***

TJX evaluates its long-lived assets, goodwill and tradenames for indicators of impairment at least annually in the fourth quarter of each fiscal year or whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable.

The evaluation for long-lived assets including tradenames that are amortized, is performed at the lowest level of identifiable cash flows which are largely independent of other groups of assets, generally at the individual store level for fixed assets and the reporting unit for tradenames that are amortized. If indicators of impairment are identified, an undiscounted cash flow analysis is performed to determine if the carrying value of the asset or asset group is recoverable. If the cash flow is less than the carrying value then an impairment charge will be recorded to the extent the fair value of an asset or asset group is less than the carrying value of that asset or asset group. This analysis resulted in immaterial impairment charges of store fixed assets in fiscal 2019 and fiscal 2018. The store-by-store evaluations did not indicate any recoverability issues in fiscal 2017.

Goodwill and tradenames with an indefinite life are tested for impairment whenever events or changes in circumstances indicate that an impairment may have occurred and at least annually in the fourth quarter of each fiscal year. The carrying value of tradenames with an indefinite life is compared to its fair value determined by calculating the discounted present value of assumed after-tax royalty payments to the carrying value of the tradename. There was no impairment related to tradenames in fiscal 2019, 2018 or 2017. Goodwill is tested for impairment by using a quantitative assessment by comparing the carrying value of the related reporting unit to its fair value. An impairment exists when this analysis, using typical valuation models such as the discounted cash flow method, shows that the fair value of the reporting unit is less than the carrying cost of the reporting unit. We may assess qualitative factors to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill. The assessment of qualitative factors is optional and at the Company’s discretion. In fiscal 2019 and fiscal 2018, we bypassed the qualitative assessment and performed the first step of the quantitative goodwill impairment test. In fiscal 2018 the Company recorded an impairment charge of \$97.3 million for Sierra goodwill as the estimated fair value of this business fell below the carrying value due to a decrease in projected revenue growth rates. There were no impairments related to our goodwill in fiscal 2019 or 2017.

#### ***Advertising Costs***

TJX expenses advertising costs as incurred. Advertising expense was \$446.3 million for fiscal 2019, \$412.4 million for fiscal 2018 and \$402.6 million for fiscal 2017.

### ***Foreign Currency Translation***

TJX's foreign assets and liabilities are translated into U.S. dollars at fiscal year-end exchange rates with resulting translation gains and losses included in shareholders' equity as a component of accumulated other comprehensive (loss) income. Activity of the foreign operations that affect the statements of income and cash flows is translated at average exchange rates prevailing during the fiscal year.

### ***Loss Contingencies***

TJX records a reserve for loss contingencies when it is both probable that a loss will be incurred and the amount of the loss is reasonably estimable. TJX evaluates pending litigation and other contingencies at least quarterly and adjusts the reserve for such contingencies for changes in probable and reasonably estimable losses. TJX includes an estimate for related legal costs at the time such costs are both probable and reasonably estimable.

### ***Future Adoption of New Accounting Standards***

From time to time, the Financial Accounting Standards Board ("FASB") or other standard setting bodies issue new accounting pronouncements. Updates to the FASB Accounting Standards Codification are communicated through issuance of an Accounting Standards Update ("ASU"). Unless otherwise discussed, we have reviewed the guidance and have determined that they will not apply or are not expected to be material to our Consolidated Financial Statements upon adoption and therefore, are not disclosed.

### ***Leases***

In February 2016, the Financial Accounting Standards Board issued updated guidance on leases to increase transparency and comparability among organizations by requiring lessees to recognize right of use assets and lease liabilities on the balance sheet and requiring disclosure of key information about leasing arrangements. The new standard is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods; early adoption is permitted. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which allows entities to apply the transition requirements at the effective date rather than at the beginning of the earliest comparative period presented as previously required. The effect of initially applying the standard can be recognized as a cumulative-effect adjustment to retained earnings in the period of adoption and an entity's reporting for the comparative periods presented in the year of adoption would continue to be in accordance with ASC 840, *Leases (Topic 840)* ("ASC 840"), including the disclosure requirements of ASC 840. If the new transition method in ASU 2018-11 is not elected, the new standard must be adopted using a modified retrospective transition and requires application of the new guidance for leases that exist or are entered into after the beginning of the earliest comparative period presented. We will adopt this standard on February 3, 2019 using the optional transition method under ASU 2018-11.

The Company implemented a new lease accounting system and evaluated our lease portfolio to assess the impact this standard will have on our Consolidated Financial Statements and Notes thereto. The Company has determined that the initial lease term will not differ under the new standard versus current accounting practice, and therefore the income statement impact of the new standard will not be material. Any impact to the income statement will be the result of the timing of expense recognition and will not be incremental over the term of the lease. For example, under ASC 842 certain initial direct costs will no longer be capitalized and amortized over the lease term and will be expensed as incurred. In addition, in certain instances, the cost of our renewal options may be recognized earlier in the life of the lease than under the existing lease accounting rules. On adoption of this standard we will recognize an operating lease liability of approximately \$9 billion on our statement of financial condition as of February 3, 2019 with corresponding right of use assets based on the present value of the remaining minimum rental payments associated with our more than 4,300 leased locations. This impact includes the derecognition of build-to-suit lease assets and liabilities when we do not control the building during the construction period. We do not believe the new standard will have a notable impact on our liquidity and we do not believe it will have an impact on our debt-covenant compliance under our current agreements. We will implement the transition package of three practical expedients permitted within the standard, which among other things, allows for the carryforward of historical lease classifications. As our leases do not provide an implicit rate, nor is one readily available, we will use our incremental borrowing rate based on information available at commencement date to determine the present value of future payments.

### ***Income Statement - Reporting Comprehensive Income***

In February 2018, the FASB issued updated guidance related to reporting comprehensive income. The amendments in the update allow for a one-time reclassification from accumulated other comprehensive income ("AOCI") to retained earnings for stranded tax effect as a result from the enactment of the Tax Cuts and Jobs Act of 2017 ("2017 Tax Act"). The updated guidance is effective for all entities for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years. Early adoption is permitted, including adoption in any interim period for reporting periods for which financial statements have not yet been issued. The updated guidance should be applied either in the period of adoption or retrospectively to each period (or periods) in which the effect of the change in the 2017 Tax Act is recognized. The Company will adopt the standard in the first quarter of fiscal 2020 and plans on electing not to reclassify the stranded tax effects as of result of the 2017 Tax Act to retained earnings. The Company is still evaluating the impact of the adoption on its consolidated disclosures.

### ***Intangibles-Goodwill and Other-Internal-Use Software***

In August 2018, the FASB issued guidance related to accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The standard allows entities who are customers in hosting arrangements that are service contracts to apply the existing internal-use software guidance to determine which implementation costs to capitalize as an asset related to the service contract and which costs to expense. The guidance specifies classification for capitalizing implementation costs and related amortization expense within the financial statements and requires additional disclosures. The guidance will be effective for annual reporting periods, including interim reporting within those periods, beginning after December 15, 2019. Early adoption is permitted and can be applied either retrospectively or prospectively. The Company is currently evaluating the transition methods and the impact of the adoption of this standard on its consolidated financial statements.

### **Recently Adopted Accounting Standards**

#### ***Revenue Recognition***

See Revenue Recognition in this Note A for the impact upon adoption.

#### ***Cash Flows***

In the first quarter of fiscal 2019, TJX adopted a pronouncement that addresses differences in the way certain cash receipts and cash payments are presented in the statement of cash flows. The new guidance provides clarity around the cash flow classification for eight specific issues in an effort to reduce the current and potential future differences in practice. The standard did not have a material impact on our consolidated statements of cash flows.

#### ***Retirement Benefits***

In the first quarter of fiscal 2019, TJX adopted a pronouncement related to retirement benefits, which requires that an employer report the service cost component of net periodic pension and net periodic post retirement cost in the same line item as other compensation costs arising from services rendered by the employees during the period. It also requires the other components of net periodic pension and net periodic postretirement benefit cost to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if such a subtotal is presented. The amendments in this update were applied retrospectively for the presentation of the service cost component and the other components of net periodic pension cost and net periodic postretirement benefit cost in the income statement. The impact to prior periods was immaterial. As a result of the adoption, for all periods presented, service costs are recorded in the same line items as other compensation costs and non-service costs are recorded in SG&A in our income statement.

#### ***Income Taxes***

In the first quarter of fiscal 2019, TJX adopted Income Taxes (Topic 740): Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118, which provides guidance on accounting for the tax effects of the 2017 Tax Act. This guidance allows a company to record a provisional amount when it does not have the necessary information available, prepared, or analyzed in reasonable detail to complete its accounting for the change in the tax law during the measurement period. The measurement period ends when the company has obtained, prepared, and analyzed the information necessary to finalize its accounting, but cannot extend beyond one year. We completed our analysis in the fourth quarter of fiscal 2019 and determined there is no material adjustment to the income tax expense.

#### ***Compensation Retirement Defined Benefit Plans Disclosure Framework***

In the fourth quarter of fiscal 2019, TJX early adopted Compensation - Retirement Benefits - Defined Benefit Plans (Subtopic 715-20): Disclosure Framework - Changes to the Disclosure Requirements for Defined Benefit Plans, which this new pronouncement removes certain disclosures that are not considered cost beneficial, clarifies certain required disclosures and requires certain additional disclosures. Adopting the pronouncement did not result in any change to TJX disclosures.

## Note B. Property at Cost

Presented below are the components of property at cost:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
Land and buildings	\$ 1,457,835	\$ 1,355,777
Leasehold costs and improvements	3,377,045	3,254,830
Furniture, fixtures and equipment	5,894,239	5,357,701
Total property at cost	\$ 10,729,119	\$ 9,968,308
Less accumulated depreciation and amortization	5,473,911	4,962,255
Net property at cost	\$ 5,255,208	\$ 5,006,053

Presented below is information related to carrying values of TJX's long-lived assets by geographic location:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
United States	\$ 3,756,929	\$ 3,514,628
Canada	303,414	308,259
Europe	1,154,564	1,151,972
Australia	40,301	31,194
Total long-lived assets	\$ 5,255,208	\$ 5,006,053

## Note C. Accumulated Other Comprehensive (Loss) Income

Amounts included in accumulated other comprehensive (loss) income relate to the Company's foreign currency translation adjustments, deferred gains/losses on pension and other post-retirement obligations and a cash flow hedge on issued debt, all of which are recorded net of the related income tax effects. The following table details the changes in accumulated other comprehensive (loss) income for fiscal 2019, fiscal 2018 and fiscal 2017:

In thousands	Foreign Currency Translation	Deferred Benefit Costs	Cash Flow Hedge on Debt	Accumulated Other Comprehensive(Loss) Income
<b>Balance, January 30, 2016</b>	\$ (439,192)	\$ (224,654)	\$ (3,626)	\$ (667,472)
Foreign currency translation adjustments (net of taxes of \$25,656)	(52,611)	—	—	(52,611)
Recognition of net gains/losses on benefit obligations (net of taxes of \$7,394)	—	(11,239)	—	(11,239)
Pension settlement charge (net of taxes of \$12,369)	—	18,804	—	18,804
Amortization of loss on cash flow hedge (net of taxes of \$450)	—	—	684	684
Amortization of prior service cost and deferred gains/losses (net of taxes of \$11,584)	—	17,608	—	17,608
<b>Balance, January 28, 2017</b>	(491,803)	(199,481)	(2,942)	(694,226)
Foreign currency translation adjustments (net of taxes of \$36,929)	211,752	—	—	211,752
Recognition of net gains/losses on benefit obligations (net of taxes of \$8,989)	—	24,691	—	24,691
Amortization of loss on cash flow hedge (net of taxes of \$438)	—	—	696	696
Amortization of prior service cost and deferred gains/losses (net of taxes of \$9,592)	—	15,228	—	15,228
<b>Balance, February 3, 2018</b>	(280,051)	(159,562)	(2,246)	(441,859)
Foreign currency translation adjustments (net of taxes of \$8,233)	(192,664)	—	—	(192,664)
Recognition of net gains/losses on investment hedges (net of taxes \$7,113)	19,538	—	—	19,538
Recognition of net gains/losses on benefit obligations (net of taxes of \$19,813)	—	(54,420)	—	(54,420)
Pension settlement charge (net of taxes of \$9,641)	—	26,481	—	26,481
Amortization of loss on cash flow hedge (net of taxes of \$304)	—	—	847	847
Amortization of prior service cost and deferred gains/losses (net of taxes of \$4,280)	—	11,756	—	11,756
<b>Balance, February 2, 2019</b>	\$ (453,177)	\$ (175,745)	\$ (1,399)	\$ (630,321)

## Note D. Capital Stock and Earnings Per Share

### Capital Stock

In fiscal 2019, we completed a two-for-one stock split of the Company's common stock in the form of a stock dividend. One additional share was paid for each share held by holders of record as of the close of business on October 30, 2018. The shares were distributed on November 6, 2018 and resulted in the issuance of 617 million shares of common stock. In connection with our stock split, the shareholders approved an increase in the number of authorized shares of common stock of 0.6 billion to 1.8 billion shares. As a result, the Consolidated Balance Sheets and the Consolidated Statements of Shareholders' Equity have been adjusted to retroactively present the two-for-one stock split. In addition, all historical per share amounts and references to common stock activity, as well as basic and diluted share amounts utilized in the calculation of earnings per share in these notes to the consolidated financial statements, have been adjusted to reflect this stock split.

TJX repurchased and retired 51.8 million shares of its common stock at a cost of \$2.5 billion during fiscal 2019, on a “trade date basis.” TJX reflects stock repurchases in its financial statements on a “settlement date” or cash basis. TJX had cash expenditures under repurchase programs of \$2.4 billion in fiscal 2019, \$1.6 billion in fiscal 2018 and \$1.7 billion in fiscal 2017, and repurchased 50.8 million shares in fiscal 2019, 44.4 million shares in fiscal 2018 and 44.6 million shares in fiscal 2017. These expenditures were funded primarily by cash generated from operations.

As of February 2, 2019 TJX had approximately \$1.7 billion available under previously announced stock repurchase programs. In February 2019, our Board of Directors approved the repurchase of an additional \$1.5 billion of TJX common stock from time to time.

All shares repurchased under the stock repurchase programs have been retired.

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

### **Earnings Per Share**

The following table presents the calculation of basic and diluted earnings per share for net income:

Amounts in thousands except per share amounts	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
<i>Basic earnings per share:</i>			
Net income	\$ 3,059,798	\$ 2,607,948	\$ 2,298,234
Weighted average common stock outstanding for basic earnings per share calculation	1,241,153	1,273,654	1,311,294
Basic earnings per share	\$ 2.47	\$ 2.05	\$ 1.75
<i>Diluted earnings per share:</i>			
Net income	\$ 3,059,798	\$ 2,607,948	\$ 2,298,234
Weighted average common stock outstanding for basic earnings per share calculation	1,241,153	1,273,654	1,311,294
Assumed exercise / vesting of:			
Stock options and awards	18,099	18,555	17,570
Weighted average common stock outstanding for diluted earnings per share calculation	1,259,252	1,292,209	1,328,864
Diluted earnings per share	\$ 2.43	\$ 2.02	\$ 1.73
Cash dividends declared per share	\$ 0.78	\$ 0.63	\$ 0.52

The weighted average common shares for the diluted earnings per share calculation exclude the impact of outstanding stock options if the assumed proceeds per share of the option is in excess of the average price of TJX’s common stock for the related fiscal periods. Such options are excluded because they would have an antidilutive effect. There were 6.1 million, 24.9 million and 16.3 million such options excluded at the end of fiscal 2019, fiscal 2018 and fiscal 2017, respectively.

### **Note E. Financial Instruments**

As a result of its operating and financing activities, TJX is exposed to market risks from changes in interest and foreign currency exchange rates and fuel costs. These market risks may adversely affect TJX’s operating results and financial position. TJX seeks to minimize risk from changes in interest and foreign currency exchange rates and fuel costs through the use of derivative financial instruments when and to the extent deemed appropriate. TJX does not use derivative financial instruments for trading or other speculative purposes and does not use any leveraged derivative financial instruments. TJX recognizes all derivative instruments as either assets or liabilities in the statements of financial position and measures those instruments at fair value. 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. 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.



### ***Diesel Fuel Contracts***

TJX hedges portions of its estimated notional diesel requirements based on the diesel fuel expected to be consumed by independent freight carriers transporting TJX's inventory. Independent freight carriers transporting TJX's inventory charge TJX a mileage surcharge based on the price of diesel fuel. 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 period being hedged. During fiscal 2019, TJX entered into agreements to hedge a portion of its estimated notional diesel requirements for fiscal 2020. The hedge agreements outstanding at February 2, 2019 relate to approximately 50% of TJX's estimated notional diesel requirements for fiscal 2020. These diesel fuel hedge agreements will settle throughout fiscal 2020 and the first month of fiscal 2021. 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 merchandise purchases made and anticipated to be made by the Company's operations in currencies other than their respective functional currencies, primarily in TJX International and TJX Canada. These contracts typically have a term of twelve months or less. The contracts outstanding at February 2, 2019 cover a portion of such actual and anticipated merchandise purchases throughout fiscal 2020. Additionally, TJX's operations in Europe are subject to foreign currency exposure as a result of their buying function being centralized in the United Kingdom. All merchandise is purchased centrally in the U.K. and then shipped and billed to the retail entities in other countries. This intercompany billing to TJX's European businesses' Euro denominated operations creates exposure to the buying entity for changes in the exchange rate between the Euro and British Pound. The inflow of Euros to the central buying entity provides a natural hedge for merchandise purchased from third-party vendors that is denominated in Euros. However, with the growth of TJX's Euro denominated retail operations, the intercompany billings committed to the Euro denominated operations is generating Euros in excess of those needed to meet merchandise commitments to outside vendors. TJX calculates this excess Euro exposure each month and enters into forward contracts of approximately 30 days duration to mitigate the exposure. 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.

TJX periodically reviews its net investments in foreign subsidiaries. During the fiscal quarter ended May 5, 2018, TJX entered into net investment hedge contracts related to a portion of its investment in TJX Canada. During the fiscal quarter ended August 4, 2018, TJX de-designated the net investment hedge contracts. The remaining life of the foreign currency contracts provided a natural hedge to the declared cash dividend from TJX Canada. The contracts settled during the second quarter of fiscal 2019 resulting in a pre-tax gain of \$27 million while designated as a net investment hedge and subsequent to de-designation, a pre-tax gain of \$19 million. The \$27 million gain is reflected in shareholders equity as a component of other comprehensive income. The \$19 million gain subsequent to de-designation is reflected in the income statement offsetting a foreign currency loss of \$18 million on the declared dividends.

The following is a summary of TJX's derivative financial instruments, related fair value and balance sheet classification at February 2, 2019:

In thousands	Pay	Receive	Blended Contract Rate	Balance Sheet Location	Current Asset U.S.\$	Current (Liability) U.S.\$	Net Fair Value in U.S.\$ at February 2, 2019	
<b>Fair value hedges:</b>								
<b>Intercompany balances, primarily debt and related interest:</b>								
zł	59,000	£	12,021	0.2037	Prepaid Exp \$	56 \$	— \$	56
€	55,950	£	49,560	0.8858	Prepaid Exp / (Accrued Exp)	126	(140)	(14)
A\$	30,000	U.S.\$	21,483	0.7161	(Accrued Exp)	—	(314)	(314)
U.S.\$	72,020	£	55,000	0.7637	Prepaid Exp	1,037	—	1,037
<b>Economic hedges for which hedge accounting was not elected:</b>								
Diesel contracts	Fixed on 2.7M - 3.3M gal per month	Float on 2.7M - 3.3M gal per month		N/A	(Accrued Exp)	—	(3,786)	(3,786)
<b>Intercompany billings in TJX International, primarily merchandise related:</b>								
€	46,600	£	41,835	0.8977	Prepaid Exp	1,300	—	1,300
<b>Merchandise purchase commitments:</b>								
C\$	546,083	U.S.\$	414,100	0.7583	Prepaid Exp / (Accrued Exp)	1,239	(4,741)	(3,502)
C\$	31,455	€	20,700	0.6581	(Accrued Exp)	—	(248)	(248)
£	173,624	U.S.\$	230,000	1.3247	Prepaid Exp / (Accrued Exp)	3,459	(1,466)	1,993
zł	280,167	£	57,586	0.2055	Prepaid Exp / (Accrued Exp)	707	(86)	621
A\$	51,043	U.S.\$	36,961	0.7241	Prepaid Exp / (Accrued Exp)	97	(213)	(116)
U.S.\$	56,847	€	49,355	0.8682	Prepaid Exp / (Accrued Exp)	115	(207)	(92)
<b>Total fair value of financial instruments</b>					\$	8,136 \$	(11,201) \$	(3,065)

The following is a summary of TJX's derivative financial instruments, related fair value and balance sheet classification at February 3, 2018:

In thousands	Pay	Receive	Blended Contract Rate	Balance Sheet Location	Current Asset U.S.\$	Current (Liability) U.S.\$	Net Fair Value in U.S.\$ at February 3, 2018
<b>Fair value hedges:</b>							
Intercompany balances, primarily debt and related interest:							
zł	67,000	£ 14,035	0.2095	(Accrued Exp)	\$ —	\$ (45)	(45)
€	51,950	£ 46,095	0.8873	(Accrued Exp)	—	(318)	(318)
U.S.\$	77,079	£ 55,000	0.7136	Prepaid Exp	1,636	—	1,636
Economic hedges for which hedge accounting was not elected:							
Diesel contracts	Fixed on 2.2M – 3.0M gal per month	Float on 2.2M – 3.0M gal per month	N/A	Prepaid Exp	7,854	—	7,854
Intercompany billings in TJX International, primarily merchandise related:							
€	26,000	£ 22,948	0.8826	(Accrued Exp)	—	(2)	(2)
Merchandise purchase commitments:							
C\$	462,464	U.S.\$ 367,200	0.7940	Prepaid Exp / (Accrued Exp)	49	(5,478)	(5,429)
C\$	22,562	€ 15,000	0.6648	Prepaid Exp	557	—	557
£	176,911	U.S.\$ 238,000	1.3453	Prepaid Exp / (Accrued Exp)	173	(12,838)	(12,665)
zł	288,646	£ 60,023	0.2079	(Accrued Exp)	—	(1,303)	(1,303)
A\$	28,635	U.S.\$ 22,230	0.7763	Prepaid Exp / (Accrued Exp)	\$ 43	\$ (573)	(530)
U.S.\$	44,223	€ 36,950	0.8355	Prepaid Exp	1,905	—	1,905
<b>Total fair value of financial instruments</b>					<b>\$ 12,217</b>	<b>\$ (20,557)</b>	<b>\$ (8,340)</b>

The impact of derivative financial instruments on the statements of income during fiscal 2019, fiscal 2018 and fiscal 2017 are as follows:

In thousands	Location of Gain (Loss) Recognized in Income by Derivative	Amount of Gain (Loss) Recognized in Income by Derivative		
		February 2, 2019	February 3, 2018	January 28, 2017
(53 weeks)				
<b>Fair value hedges:</b>				
Intercompany balances, primarily debt and related interest	Selling, general and administrative expenses	\$ (2,674)	\$ 1,207	\$ (17,250)
<b>Economic hedges for which hedge accounting was not elected:</b>				
Intercompany receivable	Selling, general and administrative expenses	18,823	—	—
Diesel contracts	Cost of sales, including buying and occupancy costs	1,373	7,946	3,906
Intercompany billings in TJX International, primarily merchandise related	Cost of sales, including buying and occupancy costs	1,137	(3,042)	(8,684)
Merchandise purchase commitments	Cost of sales, including buying and occupancy costs	60,407	(45,886)	5,626
<b>Gain (loss) recognized in income</b>		<b>\$ 79,066</b>	<b>\$ (39,775)</b>	<b>\$ (16,402)</b>

Included in the table above are a realized gain of \$73.8 million in fiscal 2019, and losses of \$30.5 million in fiscal 2018 and \$6.1 million in fiscal 2017, all of which were largely offset by gains and losses on the underlying hedged item.

## Note F. Fair Value Measurements

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 or “exit price.” The inputs used to measure fair value are generally classified 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

The following table sets forth TJX’s financial assets and liabilities that are accounted for at fair value on a recurring basis:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
<b>Level 1</b>		
Assets:		
Executive Savings Plan investments	\$ 253,215	\$ 249,045
<b>Level 2</b>		
Assets:		
Short-term investments	\$ —	\$ 506,165
Foreign currency exchange contracts	8,136	4,363
Diesel fuel contracts	—	7,854
Liabilities:		
Foreign currency exchange contracts	\$ 7,415	\$ 20,557
Diesel fuel contracts	3,786	—

Investments designed to meet obligations under the Executive Savings Plan are invested in registered investment companies traded in active markets and are recorded at unadjusted quoted prices.

Short-term investments, foreign currency exchange contracts and diesel fuel contracts are valued using broker quotations, which include observable market information. TJX’s investments are primarily high-grade commercial paper, institutional money market funds and time deposits with major banks. TJX does not make 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 instruments are classified within Level 2.

The fair value of TJX’s general corporate debt was estimated by obtaining market quotes given the trading levels of other bonds of the same general issuer type and market perceived credit quality. These inputs are considered to be Level 2. The fair value of long-term debt at February 2, 2019 was \$2.17 billion compared to a carrying value of \$2.23 billion. The fair value of long-term debt at February 3, 2018 was \$2.16 billion compared to a carrying value of \$2.23 billion. 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.

## Note G. Segment Information

TJX operates four main business segments. The Marmaxx segment (T.J. Maxx, Marshalls and tjmaxx.com) and the HomeGoods segment (HomeGoods and Homesense) both operate in the United States, the TJX Canada segment operates Winners, HomeSense and Marshalls in Canada, and the TJX International segment operates T.K. Maxx, Homesense and tkmaxx.com in Europe and T.K. Maxx in Australia. In addition to our four main business segments, Sierra operates sierra.com and retail stores in the U.S. The results of Sierra are included in the Marmaxx segment.

All of TJX's stores, with the exception of HomeGoods and HomeSense, sell family apparel and home fashions. HomeGoods and HomeSense offer home fashions. The percentages of our consolidated revenues by major product category for the last three fiscal years are as follows:

	Fiscal 2019	Fiscal 2018	Fiscal 2017
Apparel			
Clothing including footwear	52%	52%	54%
Jewelry and accessories	15	15	15
Home fashions	33	33	31
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

TJX evaluates the performance of its segments based on "segment profit or loss," which it defines as pre-tax income or loss before general corporate expense, loss on early extinguishment of debt, pension settlement charge and interest expense, net. "Segment profit or loss," as defined by TJX, may not be comparable to similarly titled measures used by other entities. These measures of performance should not be considered alternatives to net income or cash flows from operating activities as an indicator of TJX's performance or as a measure of liquidity.

Presented below is financial information with respect to TJX's business segments:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Net sales:			
In the United States			
Marmaxx	\$ 24,057,970	\$ 22,249,105	\$ 21,246,034
HomeGoods	5,787,365	5,116,328	4,404,607
TJX Canada	3,869,779	3,642,282	3,171,127
TJX International	5,257,820	4,856,949	4,361,976
	<b>\$ 38,972,934</b>	<b>\$ 35,864,664</b>	<b>\$ 33,183,744</b>
Segment profit:			
In the United States			
Marmaxx <sup>(1)</sup>	\$ 3,253,949	\$ 2,949,358	\$ 2,995,045
HomeGoods	671,871	674,511	613,778
TJX Canada	551,617	530,113	413,417
TJX International	285,790	249,226	235,519
	<b>4,763,227</b>	<b>\$ 4,403,208</b>	<b>\$ 4,257,759</b>
General corporate expense	545,034	515,032	408,236
Loss on early extinguishment of debt	—	—	51,773
Pension settlement charge	36,122	—	31,173
Interest expense, net	8,860	31,588	43,534
Income before provision for income taxes	<b>\$ 4,173,211</b>	<b>\$ 3,856,588</b>	<b>\$ 3,723,043</b>

(1) Fiscal 2018 amount includes an impairment charge of \$99.3 million for goodwill and certain long-lived assets of Sierra.

Business segment information (continued):

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
<b>Identifiable assets:</b>			
In the United States			
Marmaxx	\$ 6,223,110	\$ 5,676,464	\$ 5,440,448
HomeGoods	1,416,687	1,237,811	1,086,947
TJX Canada	914,789	1,459,924	1,345,003
TJX International	2,344,033	2,321,001	1,789,140
Corporate <sup>(1)</sup>	3,427,410	3,362,815	3,222,270
Total identifiable assets	\$ 14,326,029	\$ 14,058,015	\$ 12,883,808
<b>Capital expenditures:</b>			
In the United States			
Marmaxx	\$ 598,955	\$ 532,348	\$ 449,169
HomeGoods	170,978	149,505	173,979
TJX Canada	82,333	88,761	100,437
TJX International	272,873	287,003	301,162
Total capital expenditures	\$ 1,125,139	\$ 1,057,617	\$ 1,024,747
<b>Depreciation and amortization:</b>			
In the United States			
Marmaxx	\$ 456,420	\$ 399,014	\$ 385,007
HomeGoods	110,978	94,709	77,287
TJX Canada	66,365	68,033	62,427
TJX International	180,631	159,010	129,376
Corporate <sup>(2)</sup>	5,261	5,191	4,699
Total depreciation and amortization	\$ 819,655	\$ 725,957	\$ 658,796

(1) Corporate identifiable assets consist primarily of cash, receivables, prepaid insurance, prepaid service contracts and the trust assets in connection with the Executive Savings Plan. Consolidated cash, including cash held in our foreign entities, is included with corporate assets for consistency with the reporting of cash for our segments in the U.S.

(2) Includes debt discount accretion and debt expense amortization.

## Note H. Stock Incentive Plan

TJX has a Stock Incentive Plan under which options and other share-based awards may be granted to its directors, officers and key employees. This plan has been approved by TJX's shareholders, and all share-based compensation awards are made under this plan. The Stock Incentive Plan, as amended with shareholder approval, has provided for the issuance of up to 695.7 million shares with 46.3 million shares available for future grants as of February 2, 2019. TJX issues shares under the plan from authorized but unissued common stock. All share amounts and per share data presented have been adjusted to reflect the two-for-one stock split completed on November 6, 2018.

Total compensation cost related to share-based compensation was \$103.6 million, \$101.4 million and \$102.3 million in fiscal 2019, 2018 and 2017, respectively. As of February 2, 2019, there was \$146.5 million of total unrecognized compensation cost related to nonvested share-based compensation arrangements granted under the plan. That cost is expected to be recognized over a weighted-average period of 2 years.

### Stock Options

Options for the purchase of common stock are granted with an exercise price that is 100% of market price on the grant date, generally vest in thirds over a 3-year period starting 1 year after the grant, and have a 10-year maximum term. When options are granted with other vesting terms, the vesting information is reflected in the valuation.

The fair value of options is estimated as of the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions:

	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
Risk-free interest rate	2.88%	1.75%	1.20%
Dividend yield	1.4%	1.5%	1.2%
Expected volatility factor	23.5%	23.5%	23.8%
Expected option life in years	4.9	4.8	4.8
Weighted average fair value of options issued	\$ 11.85	\$ 7.16	\$ 7.28

The risk-free interest rate is for periods within the contractual life of the option based on the U.S. Treasury yield curve in effect at the time of grant. We use historical data to estimate option exercises, employee termination behavior and dividend yield within the valuation model. Expected volatility is based on a combination of implied volatility from traded options on our stock, and historical volatility during a term approximating the expected life of the option granted. The expected option life represents an estimate of the period of time options are expected to remain outstanding based upon historical exercise trends. Employee groups and option characteristics are considered separately for valuation purposes when applicable.

A summary of the status of TJX's stock options and related weighted average exercise prices ("WAEP") is presented below:

Shares in thousands	Fiscal Year Ended					
	February 2, 2019		February 3, 2018		January 28, 2017	
	Options	WAEP	Options	WAEP	Options	WAEP
Outstanding at beginning of year	55,260	\$ 27.52	54,706	\$ 24.35	57,372	\$ 20.84
Granted	6,143	53.98	9,404	36.61	8,610	37.52
Exercised	(11,670)	21.88	(8,192)	16.12	(10,530)	15.42
Forfeitures	(680)	38.59	(658)	35.70	(746)	33.08
Outstanding at end of year	49,053	\$ 32.02	55,260	\$ 27.52	54,706	\$ 24.35
Options exercisable at end of year	34,344	\$ 26.95	37,952	\$ 23.28	37,960	\$ 19.35

The total intrinsic value of options exercised was \$284.4 million in fiscal 2019, \$176.7 million in fiscal 2018 and \$239.7 million in fiscal 2017.

The following table summarizes information about stock options outstanding that were expected to vest and stock options outstanding that were exercisable as of February 2, 2019:

Shares in thousands	Shares	Aggregate Intrinsic Value	Weighted Average Remaining Contract Life	WAEP
Options outstanding expected to vest <sup>(1)</sup>	13,672	\$ 98,458	8.8 years	\$ 43.73
Options exercisable	34,344	\$ 754,018	5.0 years	\$ 26.95
Total outstanding options vested and expected to vest	48,016	\$ 852,476	6.1 years	\$ 31.72

(1) Reflects 14.6 million unvested options, net of anticipated forfeitures.

## Stock Awards

TJX granted restricted stock units and performance share units under the Stock Incentive Plan during fiscal 2019. Restricted stock units, performance share units, and previously-granted performance-based stock awards are collectively referred to as stock awards. These awards were granted without a purchase price to the recipient and are subject to vesting conditions. Vesting conditions for performance share units and performance-based stock awards include specified performance criteria, generally for a period of three fiscal years. The grant date fair value of the stock awards is charged to income over the requisite service period during which the recipient must remain employed. The fair value of the stock awards is determined at date of grant in accordance with ASC Topic 718 and, for performance share units and performance-based stock awards, assumes that performance goals will be achieved at target. Performance share units, performance-based stock awards and related compensation costs recognized are adjusted, as applicable, for performance above or below the target specified in the award.

A summary of the status of our nonvested stock awards and changes during fiscal 2019 is presented below:

Shares in thousands	Stock Awards	Weighted Average Grant Date Fair Value
Nonvested at beginning of year	3,045	\$ 38.68
Granted	1,268	41.17
Vested	(859)	35.03
Forfeited	(32)	39.93
Nonvested at end of year	3,422	\$ 40.51

There were 1,267,802 shares of restricted stock unit and performance share unit awards, with a weighted average grant date fair value of \$41.17, granted in fiscal 2019, 1,124,012 shares of performance-based stock awards, with a weighted average grant date fair value of \$38.36, granted in fiscal 2018, and 1,027,146 shares of performance-based stock awards, with a weighted average grant date fair value of \$39.25, granted in fiscal 2017. The fair value of performance-based stock awards that vested was \$30.1 million in fiscal 2019, \$35.2 million in fiscal 2018, and \$38.5 million in fiscal 2017.

## Other Awards

TJX also awards deferred shares to its outside directors under the Stock Incentive Plan. As of the end of fiscal 2019, a total of 607,552 of these deferred shares were outstanding under the plan.

## Note I. Pension Plans and Other Retirement Benefits

### Pension

TJX has a funded defined benefit retirement plan that covers eligible U.S. employees hired prior to February 1, 2006. No employee contributions are required, or permitted, and benefits are based principally on compensation earned in each year of service. TJX's funded defined benefit retirement plan assets are invested in domestic and international equity and fixed income securities, both directly and through investment funds. The plan does not invest in TJX securities. TJX also has an unfunded supplemental retirement plan that covers certain key employees and provides additional retirement benefits based on final average compensation for certain of those employees (the "primary benefit") or, alternatively, based on benefits that would be provided under the funded retirement plan absent Internal Revenue Code limitations (the "alternative benefit").

Presented below is financial information relating to TJX's funded defined benefit pension plan ("qualified pension plan" or "funded plan") and its unfunded supplemental pension plan ("unfunded plan") for the fiscal years indicated. The Company has elected the practical expedient pursuant to ASU 2015-4—Compensation-retirement benefits (Topic 715) and has selected the measurement date of January 31, the calendar month end closest to the Company's fiscal year end.



In thousands	Funded Plan Fiscal Year Ended		Unfunded Plan Fiscal Year Ended	
	February 2, 2019	February 3, 2018	February 2, 2019	February 3, 2018
	<b>Change in projected benefit obligation:</b>			
Projected benefit obligation at beginning of year	\$ 1,404,089	\$ 1,269,010	\$ 91,047	\$ 86,309
Service cost	45,342	46,845	2,391	1,888
Interest cost	54,355	55,301	3,600	3,316
Actuarial (gains)/losses	(38,304)	67,232	5,955	4,580
Settlements	(207,369)	—	—	—
Benefits paid	(33,226)	(30,993)	(6,234)	(5,046)
Expenses paid	(3,717)	(3,306)	—	—
Projected benefit obligation at end of year	\$ 1,221,170	\$ 1,404,089	\$ 96,759	\$ 91,047
Accumulated benefit obligation at end of year	\$ 1,100,358	\$ 1,277,216	\$ 80,166	\$ 77,668

In thousands	Funded Plan Fiscal Year Ended		Unfunded Plan Fiscal Year Ended	
	February 2, 2019	February 3, 2018	February 2, 2019	February 3, 2018
	<b>Change in plan assets:</b>			
Fair value of plan assets at beginning of year	\$ 1,417,531	\$ 1,176,960	\$ —	\$ —
Actual return on plan assets	(27,884)	174,870	—	—
Employer contribution	100,000	100,000	6,234	5,046
Settlements	(207,369)	—	—	—
Benefits paid	(33,226)	(30,993)	(6,234)	(5,046)
Expenses paid	(3,717)	(3,306)	—	—
Fair value of plan assets at end of year	\$ 1,245,335	\$ 1,417,531	\$ —	\$ —
<b>Reconciliation of funded status:</b>				
Projected benefit obligation at end of year	\$ 1,221,170	\$ 1,404,089	\$ 96,759	\$ 91,047
Fair value of plan assets at end of year	1,245,335	1,417,531	—	—
Funded status – excess (asset) obligation	\$ (24,165)	\$ (13,442)	\$ 96,759	\$ 91,047
Net (asset) liability recognized on consolidated balance sheets	\$ (24,165)	\$ (13,442)	\$ 96,759	\$ 91,047

Amounts not yet reflected in net periodic benefit cost and included in accumulated other comprehensive income (loss):

Prior service cost	\$ 1,558	\$ 1,935	\$ —	\$ —
Accumulated actuarial losses	264,160	243,761	30,709	28,164
Amounts included in accumulated other comprehensive income (loss)	\$ 265,718	\$ 245,696	\$ 30,709	\$ 28,164

The Consolidated Balance Sheets reflect the funded status of the plans with any unrecognized prior service cost and actuarial gains and losses recorded in accumulated other comprehensive income (loss). The combined net accrued liability of \$72.6 million at February 2, 2019 is reflected on the balance sheet as of that date as a current liability of \$4.7 million, a long-term liability of \$92.1 million, and a long-term asset of \$24.2 million. The combined net accrued liability of \$77.6 at February 3, 2018 is reflected on the balance sheet as of that date as a current liability of \$2.4 million, a long-term liability of \$88.6 million, and a long-term asset of \$13.4 million.

The estimated prior service cost that will be amortized from accumulated other comprehensive income (loss) into net periodic benefit cost in fiscal 2020 for the funded plan is \$0.4 million. The estimated net actuarial loss that will be amortized from accumulated other comprehensive income (loss) into net periodic benefit cost in fiscal 2020 is \$17.7 million for the funded plan and \$3.7 million for the unfunded plan.

TJX determined the assumed discount rate using the BOND: Link model in fiscal 2019 and fiscal 2018. TJX uses the BOND: Link model as this model allows for the selection of specific bonds resulting in better matches in timing of the plans' expected cash flows. Presented below are weighted average assumptions for measurement purposes for determining the obligation at the year-end measurement date:

	Funded Plan Fiscal Year Ended		Unfunded Plan Fiscal Year Ended	
	February 2, 2019	February 3, 2018	February 2, 2019	February 3, 2018
Discount rate	4.30%	4.00%	4.10%	3.80%
Rate of compensation increase	4.00%	4.00%	6.00%	6.00%

TJX made aggregate cash contributions of \$106.2 million in fiscal 2019, \$105.0 million in fiscal 2018 and \$54.6 million in fiscal 2017 to the funded plan and to fund current benefit and expense payments under the unfunded plan. TJX's policy with respect to the funded plan is to fund, at a minimum, the amount required to maintain a funded status of 80% of the applicable pension liability (the Funding Target pursuant to the Internal Revenue Code section 430) or such other amount as is sufficient to avoid restrictions with respect to the funding of nonqualified plans under the Internal Revenue Code. We do not anticipate any required funding in fiscal 2020 for the funded plan. We anticipate making contributions of \$4.8 million to provide current benefits coming due under the unfunded plan in fiscal 2020.

The following are the components of net periodic benefit cost and other amounts recognized in other comprehensive income (loss) related to our pension plans:

In thousands	Funded Plan Fiscal Year Ended			Unfunded Plan Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017	February 2, 2019	February 3, 2018	January 28, 2017
Net periodic pension cost:						
Service cost	\$ 45,342	\$ 46,845	\$ 45,440	\$ 2,391	\$ 1,888	\$ 1,835
Interest cost	54,355	55,301	56,094	3,600	3,316	3,391
Expected return on plan assets	(79,190)	(69,345)	(70,535)	—	—	—
Amortization of prior service cost	377	377	377	—	—	—
Amortization of net actuarial loss	12,250	21,557	31,397	3,409	2,852	3,349
Settlement charge	36,122	—	31,173	—	—	—
Total expense	\$ 69,256	\$ 54,735	\$ 93,946	\$ 9,400	\$ 8,056	\$ 8,575
Other changes in plan assets and benefit obligations recognized in other comprehensive income:						
Net (gain) loss	\$ 68,770	\$ (38,293)	\$ 17,894	\$ 5,955	\$ 4,580	\$ 740
Amortization of net (loss)	(12,250)	(21,557)	(31,397)	(3,409)	(2,852)	(3,349)
Settlement charge	(36,122)	—	(31,173)	—	—	—
Amortization of prior service cost	(377)	(377)	(377)	—	—	—
Total recognized in other comprehensive income (loss)	\$ 20,021	\$ (60,227)	\$ (45,053)	\$ 2,546	\$ 1,728	\$ (2,609)
Total recognized in net periodic benefit cost and other comprehensive income (loss)	\$ 89,277	\$ (5,492)	\$ 48,893	\$ 11,946	\$ 9,784	\$ 5,966
Weighted average assumptions for expense purposes:						
Discount rate	4.00%/4.40%	4.40%	4.80%/3.80%	3.80%	4.00%	4.20%
Expected rate of return on plan assets	6.00%/6.00%	6.00%	6.50%/6.00%	N/A	N/A	N/A
Rate of compensation increase	4.00%	4.00%	4.00%	6.00%	6.00%	6.00%

During the third quarter of fiscal 2019, TJX annuitized and transferred current pension obligations for certain U.S. retirees and beneficiaries under the funded plan through the purchase of a group annuity contract with an insurance company. TJX transferred \$207.4 million of pension plan assets to the insurance company, thereby reducing its pension benefit obligations. The transaction had no cash impact on TJX but did result in a non-cash pre-tax pension settlement charge of \$36.1 million, which is reported separately on the Consolidated Statements of Income. As a result of the annuity purchase the Company re-measured the funded status of its pension plan as of September 30, 2018. The assumptions for pension expense presented above includes a discount rate of 4.00% through the measurement date and 4.40% thereafter. The expected rate of return on plan assets is 6.00% through the measurement date and 6.00% thereafter. The discount rate for determining the obligation at the measurement date is 4.40%.

During the third quarter of fiscal 2017, TJX offered eligible former TJX Associates, who had not yet commenced receiving their pension benefit, an opportunity to receive a lump sum payout of their vested pension benefit. On October 21, 2016, the Company's pension plan paid \$103.2 million from pension plan assets to those who accepted this offer, thereby reducing its pension benefit obligations. The transaction had no cash impact on TJX but did result in a non-cash pre-tax pension settlement charge of \$31.2 million, which is reported separately on the Consolidated Statements of Income. As a result of the lump sum payout the Company re-measured the funded status of its pension plan as of September 30, 2016. The assumptions for pension expense presented above includes a discount rate of 4.80% through the measurement date and 3.80% thereafter. The expected rate of return on plan assets is 6.50% through the measurement date and 6.00% thereafter.

The rate of compensation increase presented for the unfunded plan (for measurement purposes and expense purposes) is the rate assumed for participants eligible for the primary benefit. The assumed rate of compensation increase for participants eligible for the alternative benefit under the unfunded plan is the same rate as assumed for the funded plan.

TJX develops its long-term rate of return assumption by evaluating input from professional advisors taking into account the asset allocation of the portfolio and long-term asset class return expectations, as well as long-term inflation assumptions.

The unrecognized gains and losses in excess of 10% of the projected benefit obligation are amortized over the average remaining service life of participants.

The following is a schedule of the benefits expected to be paid in each of the next five fiscal years and in the aggregate for the five fiscal years thereafter:

In thousands	Funded Plan Expected Benefit Payments	Unfunded Plan Expected Benefit Payments
<b>Fiscal Year</b>		
2020	\$ 25,557	\$ 4,799
2021	30,134	3,684
2022	35,072	4,625
2023	40,515	47,780
2024	46,200	6,104
2025 through 2029	313,971	32,706

The following table presents the fair value hierarchy (See Note F – Fair Value Measurements of Notes to Consolidated Financial Statements) for pension assets measured at fair value on a recurring basis as of February 2, 2019 and February 3, 2018:

In thousands	Funded Plan at February 2, 2019		
	Level 1	Level 2	Total
<b>Asset category:</b>			
Short-term investments	\$ 111,803	\$ —	\$ 111,803
Equity Securities	226,042	—	226,042
Fixed Income Securities:			
Corporate and government bond funds	—	376,438	376,438
Futures Contracts	—	1,029	1,029
<b>Total assets in the fair value hierarchy</b>	<b>\$ 337,845</b>	<b>\$ 377,467</b>	<b>\$ 715,312</b>
Assets measured at net asset value*	—	—	530,023
<b>Fair value of assets</b>	<b>\$ 337,845</b>	<b>\$ 377,467</b>	<b>\$ 1,245,335</b>

In thousands	Funded Plan at February 3, 2018		
	Level 1	Level 2	Total
Asset category:			
Short-term investments	\$ 109,183	\$ —	\$ 109,183
Equity Securities	279,635	—	279,635
Fixed Income Securities:			
Corporate and government bond funds	—	420,117	420,117
Futures Contracts	—	337	337
Total assets in the fair value hierarchy	\$ 388,818	\$ 420,454	\$ 809,272
Assets measured at net asset value*	—	—	608,259
Fair value of assets	\$ 388,818	\$ 420,454	\$ 1,417,531

\* In accordance with Subtopic 820-10, certain investments that were measured using net asset value per share (or its equivalent) as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the fair value of assets presented above.

Pension plan assets are reported at fair value. Investments in equity securities traded on a national securities exchange are valued at the composite close price, as reported in the Wall Street Journal, as of the financial statement date. This information is provided by the independent pricing sources.

Short-term investments are primarily cash related to funding of the plan which had yet to be invested as of balance sheet dates.

Certain corporate and government bonds are valued at the closing price reported in the active market in which the bond is traded. Other bonds are valued based on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flow approach that maximizes observable inputs, such as current yields of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks. All bonds are priced by independent pricing sources.

Assets measured at net asset value include investments in limited partnerships which are stated at the fair value of the plan's partnership interest based on information supplied by the partnerships as compared to financial statements of the limited partnership or other fair value information as determined by management. Cash equivalents or short-term investments are stated at cost which approximates fair value, and the fair value of common/collective trusts is determined based on net asset value as reported by their fund managers.

The following is a summary of TJX's target allocation guidelines for qualified pension plan assets as of February 2, 2019 along with the actual allocation of qualified pension plan assets as of the valuation date for the fiscal years presented:

	Target Allocation	February 2, 2019	February 3, 2018
Return-seeking assets	50%	43%	47%
Liability-hedging assets	50%	49%	46%
All other – primarily cash	—%	8%	7%

Under TJX's investment policy, plan assets are to be invested with the objective of generating investment returns that, in combination with funding contributions, provide adequate assets to meet all current and reasonably anticipated future benefit obligations under the plan. The investment policy includes a dynamic asset allocation strategy, whereby, over time, in connection with any improvements in the plan's funded status, the target allocation of return-seeking assets (generally, equities and other instruments with similar risk profile) may decline and the target allocation of liability-hedging assets (generally, fixed income and other instruments with a similar risk profile) may increase. Risks are sought to be mitigated through asset diversification and the use of multiple investment managers. Investment risk is measured and monitored on an ongoing basis through quarterly investment portfolio reviews, annual liability measurements and periodic asset/liability studies.

### ***Other Retirement Benefits***

TJX also sponsors an employee savings plan under Section 401(k) of the Internal Revenue Code for all eligible U.S. employees and a similar type of plan for eligible employees in Puerto Rico. Employees may contribute up to 50% of eligible pay, subject to limitations. TJX matches employee contributions, up to 5% of eligible pay, including a basic match at rates of 25% or 75% (based upon date of hire and other eligibility criteria) plus a discretionary match, generally up to 25%, based on TJX's performance. TJX may also make additional discretionary contributions. Eligible employees are automatically enrolled in the U.S. plan at a 2% deferral rate, unless the employee elects otherwise. The total cost to TJX for these plans was \$60.8 million in fiscal 2019, \$54.5 million in fiscal 2018 and \$45.6 million in fiscal 2017. The plans previously included a TJX stock fund in which participants could invest a portion of TJX's matching contribution. The TJX stock fund was closed to new investments, other than reinvestment of dividends, at the end of calendar 2015 and was eliminated from the plans during fiscal 2019. The TJX stock fund represented 3.9% of plan assets at December 31, 2017.

TJX also has a nonqualified savings plan (the Executive Savings Plan) for certain U.S. employees. TJX matches employee deferrals at various rates which amounted to \$6.0 million in fiscal 2019, \$6.3 million in fiscal 2018 and \$5.8 million in fiscal 2017. Although the plan is unfunded, in order to help meet its future obligations TJX transfers an amount generally equal to employee deferrals and the related company match to a separate "rabbi" trust. The trust assets, which are invested in a variety of mutual funds, are included in other assets on the balance sheets.

In addition to the plans described above, TJX also contributes to retirement/deferred savings plans for eligible Associates at certain of its foreign subsidiaries. We contributed \$15.3 million for these plans in fiscal 2019, \$12.6 million for these plans in fiscal 2018 and \$10.2 million in fiscal 2017.

### ***Multiemployer Pension Plans***

TJX contributes to certain multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover union-represented employees. TJX contributed \$18.5 million in fiscal 2019, \$16.3 million in fiscal 2018 and \$14.5 million in fiscal 2017 to the Legacy Plan of the National Retirement Fund (EIN #13-6130178, plan #1), the Adjustable Plan of the National Retirement Fund (EIN #13-6130178, plan #2), and their respective successor funds described below. TJX was listed in the Form 5500 for the Legacy Plan of the National Retirement Fund and the Adjustable Plan of the National Retirement Fund as providing more than 5% of the total contributions for the plan year ending December 31, 2017. Based on information available to TJX, effective January 1, 2018 a portion of each of the Legacy Plan of the National Retirement Fund and the Adjustable Plan of the National Retirement Fund was transferred to the Legacy Plan of the UNITE HERE Retirement Fund (EIN #82-0994119, plan #1) and the Adjustable Plan of the UNITE HERE Retirement Fund (EIN #82-0994119, plan #2), respectively, two newly established multiemployer defined benefit pension plans. In addition, based on information available to TJX, the Pension Protection Act Zone Status for each of the Legacy Plan of the National Retirement Fund and the Legacy Plan of the UNITE HERE Retirement Fund is Critical and rehabilitation plans have been implemented.

The risks of participating in multiemployer pension plans are different from the risks of single-employer pension plans in certain respects, including the following: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (b) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; (c) if we cease to have an obligation to contribute to a multiemployer plan in which we had been a contributing employer, or in certain other circumstances, we may be required to pay to the plan an amount based on our allocable share of the underfunded status of the plan, referred to as a withdrawal liability.

## Note J. Long-Term Debt and Credit Lines

The table below presents long-term debt, exclusive of current installments, as of February 2, 2019 and February 3, 2018. All amounts are net of unamortized debt discounts.

In thousands	February 2, 2019	February 3, 2018
<b>General corporate debt:</b>		
2.50% senior unsecured notes, maturing May 15, 2023 (effective interest rate of 2.51% after reduction of unamortized debt discount of \$189 and \$234 in fiscal 2019 and 2018, respectively)	\$ 499,811	\$ 499,766
2.75% senior unsecured notes, maturing June 15, 2021 (effective interest rate of 2.76% after reduction of unamortized debt discount of \$174 and \$250 in fiscal 2019 and 2018, respectively)	\$ 749,826	\$ 749,750
2.25% senior unsecured notes, maturing September 15, 2026 (effective interest rate of 2.32% after reduction of unamortized debt discount of \$5,657 and \$6,403 in fiscal 2019 and 2018, respectively)	\$ 994,343	\$ 993,597
Debt issuance cost	\$ (10,364)	\$ (12,506)
<b>Total long-term debt</b>	<b>\$ 2,233,616</b>	<b>\$ 2,230,607</b>

The aggregate maturities of long-term debt, inclusive of current installments at February 2, 2019 are as follows:

In thousands	Long-Term Debt
Fiscal Year 2020	\$ —
2021	—
2022	750,000
2023	—
2024	500,000
Later years	1,000,000
Less amount representing unamortized debt discount	(6,020)
Less amount representing debt issuance cost	(10,364)
<b>Aggregate maturities of long-term debt</b>	<b>\$ 2,233,616</b>

On September 12, 2016, TJX issued \$1.0 billion aggregate principal amount of 2.25% ten-year notes due September 2026. TJX entered into a rate-lock agreement to hedge \$700 million of the 2.25% notes. The cost of these agreements are being amortized to interest expense over the term of the notes resulting in an effective fixed rate of 2.36%. On October 12, 2016, TJX used a portion of the proceeds from the 2.25% ten-year notes to redeem all outstanding 6.95% ten-year notes and recorded a pre-tax loss on the early extinguishment of debt of \$51.8 million, which includes \$50.6 million of redemption premium and \$1.2 million to write off unamortized debt expenses and discount.

At February 2, 2019, TJX also had outstanding \$500 million aggregate principal amount of 2.50% ten-year notes due May 2023 and \$750 million aggregate principal amount of 2.75% seven-year notes due June 2021. TJX entered into rate-lock agreements to hedge the underlying treasury rate of \$250 million of the 2.50% notes. The costs of these agreements are being amortized to interest expense over the term of the respective notes, resulting in an effective fixed interest rate of 2.57% for the 2.50% notes. TJX also entered into rate-lock agreements to hedge the underlying treasury rate of all of the 2.75% notes prior to their issuance. The agreements were accounted for as cash flow hedges and the pre-tax realized loss of \$7.9 million was recorded as a component of other comprehensive income and is being amortized to interest expense over the term of the notes, resulting in an effective fixed interest rate of 2.91%.

At February 2, 2019, TJX had two \$500 million revolving credit facilities, one which matures in March 2020 and one which matures in March 2022. The \$500 million revolving credit facilities maturing in March 2020 and March 2022 were also outstanding at February 3, 2018. In March 2017, the maturity of the \$500 million revolving credit facility scheduled to mature in March 2021 was extended to March 2022. No other terms of the facility were modified at that time.

The terms and covenants under the revolving credit facilities require quarterly payments of 6.0 basis points per annum on the committed amounts for both agreements. This rate is based on the credit ratings of TJX's long-term debt and will vary with specified changes in the credit ratings. These agreements have no compensating balance requirements and have various covenants. Each of these facilities require TJX to maintain a ratio of funded debt and four-times consolidated rentals to consolidated earnings before interest, taxes, consolidated rentals, depreciation and amortization (EBITDAR) of not more than 2.75 to 1.00 on a rolling four-quarter basis. TJX was in compliance with all covenants related to its credit facilities at the end of all periods presented. As of February 2, 2019 and February 3, 2018, and during the years then ended, there were no amounts outstanding under these facilities.

As of February 2, 2019 and February 3, 2018, TJX Canada had two uncommitted credit lines, a C\$10 million facility for operating expenses and a C\$10 million letter of credit facility. As of February 2, 2019 and February 3, 2018, and during the years then ended, there were no amounts outstanding on the Canadian credit line for operating expenses. As of February 2, 2019 and February 3, 2018, our European business at TJX International had an uncommitted credit line of £5 million. As of February 2, 2019 and February 3, 2018, and during the years then ended, there were no amounts outstanding on the European credit line.

## Note K. Income Taxes

The 2017 Tax Act made broad and complex changes to the U.S. tax code which had a significant impact on our fiscal 2018 and fiscal 2019 tax expense, including reducing the U.S. federal corporate tax rate from 35% to 21%, expanded rules regarding expensing of fixed assets, and required one-time transition tax on certain undistributed earnings of foreign subsidiaries. Other provisions that became effective in Fiscal 2019 impacting income taxes include: an exemption from U.S. tax on dividends of future foreign earnings, expanded limitations on executive compensation, a minimum tax on certain foreign earnings in excess of 10% of the foreign subsidiaries tangible assets (i.e. global intangible low-taxed income or "GILTI"), and allows a benefit for foreign derived intangible income (FDII).

In December 2017, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 118, which allows a measurement period, not to exceed one year, to finalize the accounting for the income tax impacts of the 2017 Tax Act. We have completed our analysis in the fourth quarter of fiscal 2019 and determined there is no material adjustment to the income tax expense. We have recorded current tax on GILTI relative to fiscal 2019 operations and will continue to account for GILTI as a period cost when incurred.

For financial reporting purposes, components of income before income taxes are as follows:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
United States	\$ 3,463,785	\$ 3,255,057	\$ 3,196,370
Foreign	\$ 709,426	\$ 601,531	\$ 526,673
Income before provision for income taxes	\$ 4,173,211	\$ 3,856,588	\$ 3,723,043

The provision for income taxes includes the following:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
Current:			
Federal	\$ 711,369	\$ 1,063,141	\$ 1,068,778
State	251,187	160,650	213,505
Foreign	238,692	161,974	148,367
Deferred:			
Federal	(62,278)	(164,523)	(3,107)
State	(27,831)	27,595	(10,583)
Foreign	2,274	(197)	7,849
Provision for income taxes	\$ 1,113,413	\$ 1,248,640	\$ 1,424,809

TJX had net deferred tax (liabilities) assets as follows:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
<b>Deferred tax assets:</b>		
Net operating loss carryforward	\$ 49,489	\$ 40,088
Reserves for lease obligations	2,799	3,637
Pension, stock compensation, postretirement and employee benefits	273,482	232,887
Leases	45,740	42,999
Accruals and reserves	42,709	51,281
Other	65,776	25,599
Total gross deferred tax assets	\$ 479,995	\$ 396,491
Valuation allowance	(51,711)	(42,332)
Net deferred tax asset	\$ 428,284	\$ 354,159
<b>Deferred tax liabilities:</b>		
Property, plant and equipment	\$ 497,906	\$ 437,621
Capitalized inventory	42,981	45,125
Tradename/intangibles	14,019	12,628
Undistributed foreign earnings	1,856	65,013
Other	23,246	20,271
Total deferred tax liabilities	\$ 580,008	\$ 580,658
Net deferred tax (liability)	\$ (151,724)	\$ (226,499)
Non-current asset	\$ 6,467	\$ 6,558
Non-current liability	(158,191)	(233,057)
Total	\$ (151,724)	\$ (226,499)

TJX has provided for all applicable state and foreign withholding taxes on all undistributed earnings of its foreign subsidiaries in Canada, Puerto Rico, Italy, India, Hong Kong and Vietnam through February 2, 2019. We have not provided for state and foreign withholding taxes on the approximately \$1.4 billion of undistributed earnings related to all other foreign subsidiaries as such earnings are considered to be indefinitely reinvested in the business. The net amount of unrecognized state tax liabilities related to the undistributed earnings is approximately \$1 million.

As of February 2, 2019 and February 3, 2018, for state income tax purposes, TJX had net operating loss carryforwards of \$133.2 million and \$113.9 million respectively, which expire, if unused, in the years 2020 through 2038. TJX has analyzed the realization of the state net operating loss carryforwards on an individual state basis. For those states where the Company has determined that it is more likely than not that the state net operating loss carryforwards will not be realized, a valuation allowance of \$10 million has been provided for the deferred tax asset as of February 2, 2019 and \$8.9 million as of February 3, 2018.

As of February 2, 2019 and February 3, 2018, the Company had available for foreign income tax purposes (related to Australia, Austria and the Netherlands) net operating loss carryforwards of \$138.8 million and \$111 million respectively, of which \$18.3 million will expire, if unused, in fiscal years 2025 through 2028. The remaining loss carryforwards do not expire. For the deferred tax assets associated with the net operating loss carryforwards for which management has determined it is more likely than not that the deferred tax assets will not be realized, TJX had valuation allowances recorded of approximately \$41.7 million as of February 2, 2019, and approximately \$33.4 million as of February 3, 2018.



The difference between the U.S. federal statutory income tax rate and TJX's worldwide effective income tax rate is reconciled below:

	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
U.S. federal statutory income tax rate	21.0 %	33.7 %	35.0 %
Effective state income tax rate	4.5	3.6	3.5
Impact of foreign operations	1.2	(0.1)	(0.2)
Excess share-based compensation	(1.2)	(1.3)	—
Impact of 2017 Tax Act	1.5	(2.3)	—
All other	(0.3)	(1.2)	—
Worldwide effective income tax rate	26.7 %	32.4 %	38.3 %

TJX's effective income tax rate decreased for fiscal 2019 as compared to fiscal 2018. The decrease is primarily driven by the decrease in the U.S. federal statutory rate to 21%. The reduced tax rates per the 2017 Tax Act were applicable for all of fiscal 2019 versus only a portion of fiscal 2018.

TJX had net unrecognized tax benefits of \$233.4 million as of February 2, 2019, \$57.3 million as of February 3, 2018 and \$38.5 million as of January 28, 2017.

A reconciliation of the beginning and ending gross amount of unrecognized tax benefits is as follows:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
Balance at beginning of year	\$ 61,704	\$ 49,092	\$ 43,326
Additions for uncertain tax positions taken in current year	7,406	6,504	7,018
Additions for uncertain tax positions taken in prior years	177,741	7,990	327
Reductions for uncertain tax positions taken in prior years	—	(587)	(334)
Reductions resulting from lapse of statute of limitations	(1,388)	(1,295)	(1,245)
Settlements with tax authorities	(1,268)	—	—
Balance at end of year	\$ 244,195	\$ 61,704	\$ 49,092

Included in the gross amount of unrecognized tax benefits are items that will impact future effective tax rates upon recognition. These items amounted to \$222 million as of February 2, 2019, \$55.8 million as of February 3, 2018 and \$43.8 million as of January 28, 2017.

TJX is subject to U.S. federal income tax as well as income tax in multiple state, local and foreign jurisdictions. In the U.S. and in Canada, fiscal years through 2010 are no longer subject to examination. In all other jurisdictions, fiscal years through 2009 are no longer subject to examination.

TJX's accounting policy is to classify interest and penalties related to income tax matters as part of income tax expense. The amount of interest and penalties expensed was \$11.9 million for the year ended February 2, 2019, \$1.9 million for the year ended February 3, 2018 and \$1.4 million for the year ended January 28, 2017. The accrued amounts for interest and penalties are \$23.6 million as of February 2, 2019, \$11.9 million as of February 3, 2018 and \$8.0 million as of January 28, 2017.

Based on the final resolution of tax examinations, judicial or administrative proceedings, changes in facts or law, expirations of statutes of limitations in specific jurisdictions or other resolutions of, or changes in, tax positions, it is reasonably possible that unrecognized tax benefits for certain tax positions taken on previously filed tax returns may change materially from those represented on the financial statements as of February 2, 2019. During the next twelve months, it is reasonably possible that state tax audit resolutions may reduce unrecognized tax benefits by \$0 to \$30 million, which would reduce the provision for taxes on earnings. The US Treasury issued several proposed regulations supplementing the 2017 Tax Act in 2018, including detailed guidance clarifying the calculation of the mandatory tax on previously unrepatriated earnings, expansion of existing foreign tax credit rules to newly created categories, and various other guidance. These proposed regulations are intended to be applied retroactively. As a result, the Company will monitor their impact to the Company's filing positions and will record any impacts as a discrete event in the period that the guidance is finalized.

#### Note L. Commitments

TJX is committed under long-term leases related to its continuing operations for the rental of real estate and fixtures and equipment. Most of TJX's leases are store operating leases with initial ten year terms and options to extend for one or more five year periods in the U.S. and Canada; initial ten to fifteen year terms in Europe and initial seven to ten year terms in Australia, some of which have options to extend. Many of the Company's leases contain escalation clauses and we have the right to terminate some of the leases before the expiration date under specified circumstances and some with specified payments. In addition, TJX is generally required to pay insurance, real estate taxes and other operating expenses including, in some cases, rentals based on a percentage of sales. These expenses in the aggregate were approximately one-third of the total minimum rent in fiscal 2019, fiscal 2018 and fiscal 2017 and are not included in the table below.

The following is a schedule of future minimum lease payments for continuing operations as of February 2, 2019:

In thousands	Operating Leases
Fiscal Year 2020	\$ 1,676,700
2021	1,603,378
2022	1,441,444
2023	1,253,420
2024	1,042,184
Later years	2,774,845
Total future minimum lease payments	\$ 9,791,971

Rental expense under operating leases for continuing operations amounted to \$1.7 billion for fiscal 2019, \$1.6 billion for fiscal 2018 and \$1.4 billion for fiscal 2017. Rental expense includes contingent rent and is reported net of sublease income. Contingent rent paid was \$22.8 million in fiscal 2019, \$18.4 million in fiscal 2018 and \$14.7 million in fiscal 2017. Sublease income was \$1.2 million in fiscal 2019, \$1.3 million in fiscal 2018 and \$1.2 million in fiscal 2017.

As of February 2, 2019 we have a number of lease agreements for facilities and stores that resulted in TJX being considered the owner of the property for accounting purposes. The build-to-suit lease assets related to these properties are included in "land and buildings" and the related liabilities of \$243.3 million are included as build-to-suit lease obligations in "other long-term liabilities."

TJX had outstanding letters of credit totaling \$41.9 million as of February 2, 2019 and \$40.2 million as of February 3, 2018. Letters of credit are issued by TJX primarily for the purchase of inventory.

## Note M. Accrued Expenses and Other Liabilities, Current and Long-Term

The major components of accrued expenses and other current liabilities are as follows:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
Employee compensation and benefits, current	\$ 737,920	\$ 686,294
Dividends payable	241,972	199,029
Accrued capital additions	119,172	90,336
Rent, utilities and occupancy, including real estate taxes	243,192	234,183
Merchandise credits and gift certificates	450,302	399,482
Sales tax collections and V.A.T. taxes	170,249	200,005
All other current liabilities	770,269	713,632
Total accrued expenses and other current liabilities	\$ 2,733,076	\$ 2,522,961

All other current liabilities include accruals for advertising, customer rewards liability, interest, insurance, reserve for sales returns, reserve for taxes, fair value of derivatives, expense payables and other items, each of which is individually less than 5% of current liabilities.

The major components of other long-term liabilities are as follows:

In thousands	Fiscal Year Ended	
	February 2, 2019	February 3, 2018
Employee compensation and benefits, long-term	\$ 449,065	\$ 442,624
Accrued rent	269,057	263,178
Landlord allowances	80,425	88,747
Income taxes payable	—	176,772
Tax reserve, long-term	235,467	44,753
Build-to-suit lease obligations	243,258	221,917
Asset retirement obligation	49,692	49,266
All other long-term liabilities	27,278	33,248
Total other long-term liabilities	\$ 1,354,242	\$ 1,320,505

## Note N. Contingent Obligations and Contingencies

### Contingent Obligations

TJX has contingent obligations on leases, for which it was a lessee or guarantor, which were assigned to third parties without TJX being released by the landlords. Over many years, TJX has assigned numerous leases that it had originally leased or guaranteed to a significant number of third parties. With the exception of leases of former businesses for which TJX has reserved, the Company has rarely had a claim with respect to assigned leases, and accordingly, the Company does not expect that such leases will have a material adverse impact on our financial condition, results of operations or cash flows. TJX does not generally have sufficient information about these leases to estimate our potential contingent obligations under them, which could be triggered in the event that one or more of the current tenants does not fulfill their obligations related to one or more of these leases.

TJX may also be contingently liable on up to eight leases of former TJX businesses, for which we believe the likelihood of future liability to TJX is remote, and has contingent obligations in connection with certain assigned or sublet properties that TJX is able to estimate. We estimate that the undiscounted obligations of (i) leases of former operations not included in our reserve for former operations and (ii) properties of our former operations if the subtenants or assignees do not fulfill their obligations, are approximately \$37.1 million as of February 2, 2019. We believe that most or all of these contingent obligations will not revert to us and, to the extent they do, will be resolved for substantially less due to mitigating factors including our expectation to further sublet.

TJX is a party to various agreements under which it may be obligated to indemnify the other party with respect to certain losses related to such matters as title to assets sold, specified environmental matters or certain income taxes. These obligations are often limited in time and amount. There are no amounts reflected in our balance sheets with respect to these contingent obligations.

### Contingencies

TJX is subject to certain legal proceedings, lawsuits, disputes and claims that arise from time to time in the ordinary course of our business. In addition, TJX is a defendant in several lawsuits filed in federal and state courts brought as putative class or collective actions on behalf of various groups of current and former salaried and hourly Associates in the U.S. The lawsuits allege violations of the Fair Labor Standards Act and of state wage and hour and other labor statutes. TJX is also a defendant in a putative class action on behalf of customers relating to compare at pricing. The lawsuits are in various procedural stages and seek monetary damages, injunctive relief and attorneys' fees.

### Note O. Supplemental Cash Flows Information

TJX's cash payments for interest and income taxes and non-cash investing and financing activities are as follows:

In thousands	Fiscal Year Ended		
	February 2, 2019	February 3, 2018	January 28, 2017
	(53 weeks)		
<b>Cash paid for:</b>			
Interest on debt	\$ 64,007	\$ 64,308	\$ 72,619
Income taxes	1,147,511	1,289,964	1,282,172
<b>Non-cash investing and financing activity:</b>			
Build-to-suit construction in progress	\$ (40,911)	\$ (27,207)	\$ (94,291)
Build-to-suit lease obligation	40,911	27,207	94,291
Dividends payable	42,943	29,836	29,195
Property additions	28,836	(21,627)	(20,908)

### Note P. Selected Quarterly Financial Data (Unaudited)

Presented below is selected quarterly consolidated financial data for fiscal 2019 and fiscal 2018 which was prepared on the same basis as the audited consolidated financial statements and includes all adjustments necessary to present fairly, in all material respects, the information set forth therein on a consistent basis.

Amounts in thousands except per share amounts	First Quarter	Second Quarter	Third Quarter <sup>(2)</sup>	Fourth Quarter <sup>(3)</sup>
<b>Fiscal Year Ended February 2, 2019 (52 weeks)</b>				
Net sales	\$ 8,688,720	\$ 9,331,115	\$ 9,825,759	\$ 11,127,340
Gross earnings <sup>(1)</sup>	2,510,481	2,695,300	2,842,276	3,093,700
Net income	716,381	739,626	762,253	841,538
Basic earnings per share <sup>(4)</sup>	0.57	0.59	0.62	0.69
Diluted earnings per share <sup>(4)</sup>	0.56	0.58	0.61	0.68
<b>Fiscal Year Ended February 3, 2018 (53 weeks)</b>				
Net sales	\$ 7,784,024	\$ 8,357,700	\$ 8,762,220	\$ 10,960,720
Gross earnings <sup>(1)</sup>	2,253,952	2,385,025	2,612,200	3,111,320
Net income	536,279	552,957	641,436	877,276
Basic earnings per share <sup>(4)</sup>	0.41	0.43	0.51	0.70
Diluted earnings per share <sup>(4)</sup>	0.41	0.42	0.50	0.69

(1) Gross earnings equal net sales less cost of sales, including buying and occupancy costs.

(2) The third quarter of fiscal 2019 includes a \$36.1 million pension settlement charge.

(3) The fourth quarter of fiscal 2018 includes 14 weeks, a \$99.3 million impairment charge and a net benefit related to the 2017 Tax Act.

(4) Adjusted for two-for-one stock split completed in November 2018. See Note D - Capital Stock and Earnings Per Share.

FIFTH RESTATED CERTIFICATE OF INCORPORATION  
OF  
THE TJX COMPANIES, INC.

(Originally incorporated on April 9, 1962 under the name Zayre Corp.)

FIRST: The name of this corporation is

THE TJX COMPANIES, INC.

SECOND: Its registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name and address of its registered agent is the The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

THIRD: The nature of the business of this corporation and the objects or purposes to be transacted, promoted and carried on by it are as follows:

1. To engage generally in business in the field of merchandising, whether wholesale or retail or both.
2. To buy, design, develop, manufacture, produce, lease or otherwise acquire, and to prepare, finish or otherwise process, and to own, hold, use, store and transport, and to sell at wholesale or retail, transfer, distribute, export, consign, lease or otherwise dispose of, and generally to deal in and with, all kinds of merchandise, clothing, articles, equipment, supplies, goods, wares, foods, drugs, cosmetics and other articles of whatever nature.
3. To buy, construct, lease or otherwise acquire, and to own, hold, operate, manage, lease to others, grant or take concessions for, develop, improve, maintain and use, and to manage for others and to act as consultants with respect to, and to sell, convey or otherwise dispose of, stores, warehouses, shopping centers, parking lots, retail outlets and other facilities for use in connection with wholesale and retail merchandising, and land, buildings, facilities, equipment and all other property and assets for or incidental to any of the foregoing.
4. To carry on any manufacturing, selling, management, service or other business, operation or activity which is lawful to be carried on by a corporation organized under the General Corporation Law of the State of Delaware as amended, whether or not similar or related or incidental to or useful or advantageous in or in connection with the businesses, operations and activities referred to in the foregoing paragraphs.
5. To manufacture, produce, buy, lease or otherwise acquire, and to own, operate and use, and to sell, lease or otherwise dispose of, and generally to deal with and in, machinery, appliances, equipment, tools, parts, fixtures, facilities, motor vehicles, materials, supplies,

goods, merchandise and other articles and property of all kinds incidental to or useful in or in connection with any business, operation or activity in which this corporation is engaged or is authorized to engage.

6. To buy, construct, lease or otherwise acquire, and to own, hold, operate, develop, improve, maintain and use, and to sell, convey, lease or otherwise dispose of, and to grant easements, rights or interests in, lands, real estate, easements, leaseholds and other rights or interests in real estate, plants, structures, building equipment and real estate improvements incidental to or useful in or in connection with any business, operation or activity in which this corporation is engaged or is authorized to engage.

7. To apply for, obtain, keep in force and comply with all licenses and permits from governmental authorities and others which are deemed requisite or desirable in or in connection with any business, operation or activity in which this corporation is engaged or desires or is authorized to engage.

8. To apply for, obtain, register, devise, adopt, purchase, lease, take licenses or rights under or otherwise acquire, and to hold, own, develop, maintain, protect, operate under, exercise and use, and to grant licenses or rights under, sell, assign, transfer or otherwise dispose of, and generally to deal in and with, patents, trademarks, copyrights, inventions, improvements, processes, formulae, trade names, designs and similar properties and rights, and applications, registrations, reissues, renewals, licenses and other rights and interests for, in, to or under the same, and franchises, powers, rights, privileges, grants, concessions, immunities and guaranties from public authorities or others, all in or under the laws of the United States of America or any state or other government, country or place.

9. To subscribe for, purchase or otherwise acquire, and to hold and own, and to sell, assign, transfer or otherwise dispose of, and generally to deal in and with, securities, and while the holder or owner thereof to have and exercise all rights, powers and privileges of ownership, including the right to vote or consent or give proxies or powers of attorney therefor, and to carry on any business, operation or activity through a wholly or partly owned subsidiary.

10. To acquire by purchase, exchange, merger or consolidation or otherwise all or any part of the property and assets, including the business, good will, rights and franchises, of any corporation, association, trust, firm or individual wherever organized, created or located, and in payment or exchange therefor to pay cash, transfer property and issue securities to the transferor or its security holders and to assume or become liable for any liabilities and obligations, and to hold and operate or in any manner to dispose of all or any part of the property and assets so acquired.

11. To dispose by sale, exchange, merger or consolidation or otherwise of all or any part of the property and assets, including the business, good will, rights and franchises of this corporation, to any corporation, association, trust, firm or individual wherever organized, created or located, for cash or property, including securities, or the assumption of the liabilities and obligations of this corporation, and if desired, and subject to the rights of creditors and

preferred stockholders, to distribute such cash, securities or other property to the security holders of this corporation in exchange for or in partial or complete liquidation or redemption of their securities.

12. To borrow money and obtain credit, and in consideration of money borrowed or for the purpose of sale or pledge or in order to pay, evidence or secure any liability or obligation, to execute, issue and deliver and sell, pledge or otherwise dispose of bonds, notes, debentures or other evidences of indebtedness, secured or unsecured, and to give security for any such bonds, notes, debentures or other evidences of indebtedness or for any purchase price, guaranty, line of credit, covenant, fidelity or performance bond or any other liability or obligation and any premium, interest and other sums due thereon or therewith and any covenants or obligations connected therewith; and for the foregoing purposes to mortgage or pledge or execute an indenture of mortgage or deed of trust upon or create a lien upon or other security title or security interest in all or any part of the property and assets, real and personal, of this corporation, then owned or thereafter acquired.

13. To lend money, credit or security to, and to guarantee or assume any liabilities and obligations of, and to aid in any other manner, any corporation, association, trust, firm or individual, wherever organized, created or located, any of whose securities are held by this corporation or in whose affairs or prosperity this corporation has a lawful interest, and to do all acts and things designed to protect, improve or enhance the value of such securities or interest.

14. To execute, issue and deliver and to sell or otherwise dispose of securities of this corporation convertible into other securities, and options, warrants or rights to subscribe for or purchase securities of this corporation, to issue any of such options, warrants or rights to any employees of this corporation, and to maintain, operate and carry on for the benefit of any employees any pension, retirement, profit-sharing, bonus, health, disability, savings, loan, insurance, educational, social, recreational or similar plans or arrangements.

15. To make contributions for charitable, scientific or educational purposes or for the public welfare or for public purposes, including contributions to corporations, trusts, funds or foundations organized and operated for any such purposes, and including any such foundation organized by this corporation or by its directors or officers, and including contributions to governments or governmental bodies or agencies for public purposes, and any contributions which at the time are allowed as deductions from corporate gross income under the United States Internal Revenue Code as amended.

16. To do any and all acts and things in this Article Third set forth to the same extent as an individual might or could do, as principal, factor, consignee, agent, contractor or otherwise, and either alone or in conjunction or jointly with any corporation, association, trust, firm or individual, and, in general, to do any and all acts and things and to engage in any and all businesses whatsoever, necessary, suitable, advantageous or proper for or in connection with or incidental to the exercise, transaction, promotion, carrying on, accomplishment or attainment of any of the businesses, powers, purposes or objects in this Article Third set forth, excepting in every case all acts, things and business forbidden by law.

17. In this Article Third the word “securities” includes, to the extent that the context permits, stocks, shares, bonds, notes, debentures and other evidences of interest in or indebtedness of any corporation, association, trust or firm wherever organized, created or located, and notes and other evidences of indebtedness of any individual wherever located, and bonds, notes, debentures and other evidences of indebtedness of any country, state, county, city, town or other governmental body or agency wherever organized, created or located.

18. In this certificate of incorporation, unless it is otherwise expressly provided, the conjunctive includes the disjunctive and the singular includes the plural, and vice versa; verbs in the present or future include both present and future or either; the whole includes any part or parts; no mention or inclusion of any particular example or specific enumeration shall be deemed to limit any general meaning; the statements of the businesses, objects and purposes of this corporation shall be construed both as objects and powers; the enumeration of specific powers shall not be held to limit or restrict in any manner the exercise by this corporation of the general powers conferred upon corporations by the laws of the State of Delaware, and no statement of any business, object or purpose shall be deemed to limit or be exclusive of any other stated business, object or purpose, but all are separate and cumulative and all may be transacted, promoted and carried on separately or together and at any time and from time to time, and any business, object or purpose may be transacted, promoted or carried on, and any property may be owned or held, in any part of the world; and references to the certificate of incorporation mean the provisions of the certificate of incorporation (as that term is defined in the General Corporation Law of the State of Delaware) of this corporation as from time to time in effect, and references to the by-laws or to any requirement or provision of law mean the by-laws of this corporation or such requirement or provision of law as from time to time in effect.

FOURTH: The total number of shares of capital stock of all classes which this Corporation shall have authority to issue shall be one billion eight hundred five million (1,805,000,000) shares, consisting of one billion eight hundred million (1,800,000,000) shares of Common Stock of the par value of one dollar (\$1.00) per share, amounting in the aggregate to one billion eight hundred million dollars (\$1,800,000,000), and five million (5,000,000) shares of Preferred Stock of the par value of one dollar (\$1.00) per share, amounting in the aggregate to five million dollars (\$5,000,000).

The holders of the Common Stock shall be entitled to one vote for each share of Common Stock registered in the name of such holder, and there shall be no cumulative voting in elections for directors. The holders of the Common Stock shall be entitled to such dividends as may from time to time be declared by the Board of Directors, but only when and as declared by the Board of Directors out of any funds legally available for declaration of dividends, and subject to any provisions of this Certificate of Incorporation, as amended from time to time, or of resolutions of the Board of Directors adopted pursuant to authority herein contained, requiring that dividends be declared and/or paid upon the outstanding shares of Preferred Stock of any series or upon the outstanding shares of any other class of capital stock ranking senior to the Common Stock as to dividends as a condition to the declaration and/or payment of any dividend on the Common Stock; but no such provisions shall restrict the declaration or



payment of any dividend or distribution of the Common Stock payable solely in shares of Common Stock. In the event of the liquidation, dissolution or winding up of the affairs of the corporation, the holders of the Common Stock shall be entitled to share pro rata in the net assets available for distribution to holders of Common Stock after satisfaction of the prior claims of the holders of shares of Preferred Stock of any series and shares of any other class of capital stock ranking senior to the Common Stock as to assets, in accordance with the provisions of this Certificate of Incorporation, as amended from time to time, or of resolutions of the Board of Directors adopted pursuant to authority herein contained.

The Board of Directors is hereby authorized from time to time to provide by resolution for the issuance of shares of Preferred Stock in one or more series not exceeding the aggregate number of shares of Preferred Stock authorized by this Certificate of Incorporation, as amended from time to time, and to determine with respect to each such series, the voting powers, if any (which voting powers if granted may be full or limited), designations, preferences, the relative, participating, optional or other rights, and the qualifications, limitations and restrictions appertaining thereto, including, without limiting the generality of the foregoing, the voting rights appertaining to shares of Preferred Stock of any series (which may be one vote per share or a fraction of a vote per share, and which may be applicable generally or only upon the happening and continuance of stated events or conditions), the rate of dividend to which holders of Preferred Stock of any series may be entitled (which may be cumulative or noncumulative), the rights of holders of Preferred Stock of any series in the event of the liquidation, dissolution or winding up of the affairs of the Corporation and the rights (if any) of holders of Preferred Stock of any series to convert or exchange such shares of Preferred Stock of such series for shares of Common Stock or for shares of Preferred Stock of any other series or for shares of any other class of capital stock (including the determination of the price or prices or the rate or rates applicable to such rights to convert or exchange and the adjustments thereof, the time or times during which the right to convert or exchange shall be applicable and the time or times during which a particular price or rate shall be applicable).

Before the corporation shall issue any shares of Preferred Stock of any series, a certificate setting forth a copy of the resolution or resolutions of the Board of Directors fixing the voting powers, designations, preferences, the relative, participating, optional and other rights, and the qualifications, limitations and restrictions appertaining to the shares of Preferred Stock of such series, and the number of shares of Preferred Stock of such series authorized by the Board of Directors to be issued, shall be made under seal of the corporation and signed by the president or a vice-president and by the secretary or an assistant secretary of the corporation and acknowledged by such president or vice-president as provided by the laws of the State of Delaware and shall be filed and a copy thereof recorded in the manner prescribed by the laws of the State of Delaware.

No pre-emptive rights. No stockholder of this corporation shall have any pre-emptive or preferential right to purchase or subscribe to any shares of any class of this corporation now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into, or carrying options or warrants to purchase, shares of any class now or hereafter to be authorized, whether or not the issue of any such shares or such notes, debentures, bonds or

other securities would adversely affect the dividend or voting rights of such stockholder, other than such rights, if any, as the board of directors in its discretion from time to time may grant and at such price as the board of directors in its discretion may fix; and the board of directors may issue shares of any class of this corporation, or any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of any class, or options to purchase shares of any class, without offering any such shares or securities or options, either in whole or in part, to the existing stockholders of any class.

FIFTH: The minimum amount of capital with which this corporation will commence business is one thousand dollars (\$1,000.).

The board of directors, without the assent of or other action by the stockholders, may from time to time authorize the issue and sale of shares of stock of this corporation now or hereafter authorized, for such consideration and upon such terms as the board may determine.

SIXTH: This corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of corporate debts.

EIGHTH: The following provisions are inserted for the regulation and conduct of the affairs of this corporation, and it is expressly provided that they are intended to be in furtherance and not in limitation or exclusion of the powers elsewhere conferred herein or in the by-laws or conferred by law:

(a) Except as may be otherwise expressly required by law or by other provisions of this certificate of incorporation or by the by-laws, the board of directors shall have and may exercise, transact, manage, promote and carry on all of the powers, authorities, businesses, objects and purposes of this corporation.

(b) Certain Provisions Relating to Nomination, Election and Removal of Directors.

1. Election of Directors. Elections of directors need not be by written ballot unless the by-laws shall so provide. No director need be a stockholder.
2. Number, Election and Terms of Directors. Except as otherwise fixed pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional directors under the specified circumstances, the number of directors of the Corporation shall be fixed from time to time by or pursuant to the by-laws. The term of office of all directors who are in office immediately prior to the closing of the polls for the election of Directors at the 2006 annual meeting of stockholders shall expire at

such time. From and after the election of directors at the 2006 annual meeting of stockholders, the directors shall be elected to hold office until the next annual meeting of stockholders and until their respective successors shall have been duly elected and qualified, subject, however, to prior death, resignation, disqualification or removal from office.

3. Stockholder Nomination of Director Candidates. Advance notice of nominations for the election of directors, other than by the Board of Directors or a Committee thereof, shall be given in the manner provided in the by-laws.
4. Newly Created Directorships and Vacancies. Except as otherwise fixed pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of stockholders and until such director's successor shall have been elected or qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(c) By-laws. The Board of Directors and the stockholders shall each have the power to adopt, alter, amend and repeal the by-laws; and any by-laws adopted by the directors or the stockholders under the powers conferred hereby may be altered, amended or repealed by the directors or the stockholders.

(d) The board of directors may at any time set apart out of any of the funds of this corporation available for dividends a reserve or reserves for any proper purpose and may at any time reduce or abolish any such reserve. Any other proper reserves may also be carried.

(e) This corporation may purchase, hold, sell and transfer shares of its own capital stock, but shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of the capital of this corporation, subject always to the right of this corporation to reduce its capital or to redeem any preferred or special shares out of capital as permitted by law. Shares of its own capital stock belonging to this corporation shall not be voted upon directly or indirectly. The purchase, acquisition or holding by this corporation of shares of its own capital stock shall not be deemed to constitute the retirement of such shares or a reduction of capital except as such shares are formally retired or the capital is formally reduced in accordance with the provisions of law therefor.

(f) Nothing in this certificate of incorporation shall be deemed to prohibit the reissue of any shares of capital stock of this corporation retired or reduced upon or in connection with any reduction of capital, but upon the filing and recording of the certificate of reduction such shares shall have the status of authorized and unissued shares of the class of stock to which such shares belong, if and to the extent permitted by law. So far as permitted by law the stockholders or board of directors authorizing or effectuating any reduction of capital may determine the manner in which such reduction shall be effected and the extent, if any, to which any assets shall be distributed to stockholders, and except as and to the extent that such a distribution is so authorized or provided for, no stockholder shall be entitled to demand any distribution of assets in connection with or as the result of any reduction of capital.

(g) The board of directors may from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books and papers of this corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account, book or document of this corporation, except as and to the extent expressly provided by law with reference to the right of stockholders to examine the original or duplicate stock ledger, or as otherwise expressly provided by law, or except as expressly authorized by resolution of the board of directors.

(h) The board of directors shall have the power to fix from time to time the compensation of its members. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud or bad faith, any director, officer or stockholder of this corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any concern in which any such directors, officers, stockholders or individuals have any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction or other act of this corporation, and

- (i) such contract, transaction or act shall not be in any way invalidated or otherwise affected by that fact;
- (ii) no such director, officer, or stockholder shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act; and
- (iii) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the board of directors or of any committee thereof which shall authorize any such contract, transaction or act, and may vote to authorize the same,

provided, however, that any contract, transaction or act in which any director or officer of this corporation is so interested individually or as a director, officer, trustee or member of any concern which is not a subsidiary or affiliate of this corporation, or in which any directors or

officers, respectively, are so interested as holders, collectively, of a majority of shares of capital stock or other beneficial interest at the time outstanding in any concern which is not a subsidiary or affiliate of this corporation, shall be duly authorized or ratified by a majority of the board of directors who are not so interested and to whom the nature of such interest has been disclosed.

With respect to the matters herein contained,

- (a) the word "interest" shall include personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern;
- (b) the word "concern" shall mean any corporation, association, trust, partnership, firm, person or other entity other than this corporation; and
- (c) the phrase "subsidiary or affiliate" shall mean a concern in which a majority of the directors, trustees, partners or controlling persons are elected or appointed by the directors of this corporation, or are constituted of the directors or officers of this corporation.

To the extent permitted by law, the authorizing or ratifying vote of a majority in interest of each class of the capital stock of this corporation outstanding and entitled to vote for directors at an annual meeting or a special meeting duly called for the purpose (whether such vote is passed before or after judgment rendered in a suit with respect to such contract, transaction or act) shall validate any contract, transaction or act of this corporation, or of the board of directors or any committee thereof, with regard to all stockholders of this corporation, whether or not of record at the time of such vote, and with regard to all creditors and other claimants under this corporation, provided, however, that with respect to the authorization or ratification of contracts, transactions or acts in which any of the directors, officers or stockholders of this corporation have an interest, the nature of such contracts, transactions or acts and the interest of any director, officer or stockholder therein shall be summarized in the notice of any such annual or special meeting, or in a statement or letter accompanying such notice, and shall be fully disclosed at any such meeting, and provided also that stockholders so interested may vote at any such meeting, and provided further that any failure of the stockholders to authorize or ratify such contract, transaction or act shall not be deemed in any way to invalidate the same or to deprive this corporation, its directors, officers or employees of its or their right to proceed with such contract, transaction or act.

No contract, transaction or act shall be avoided by reason of any provision of this clause (h) which would be valid but for those provisions.

(i) The Corporation shall indemnify each person who is or was a director or officer of this Corporation against expenses (including attorney's fees), judgments, fines and amounts paid in settlement to the maximum extent permitted from time to time under the General Corporation Law of the State of Delaware. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or

stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person.

(j) [omitted].

(k) **Stockholder Action.** Any action required or permitted to be taken by the stockholders of the Corporation, or any class or series thereof, must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Except as otherwise required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, the President or the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors.

(l) [omitted].

(m) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the full extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: Subject to the applicable provisions (if any) of this certificate of incorporation, this corporation reserves the right to amend, alter, change, add to or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by law.

IN WITNESS WHEREOF, The TJX Companies, Inc. has caused this certificate to be signed by Scott Goldenberg, its Senior Executive Vice President and Chief Financial Officer, and attested to by Alicia C. Kelly, its Executive Vice President, General Counsel and Secretary, and its corporate seal affixed hereto, this 19<sup>th</sup> day of February, 2019. This Restated Certificate of Incorporation was duly adopted in accordance with the provisions of section 245 of the General Corporation Law of the State of Delaware, and only restates and integrates and does not further amend the provisions of the Corporation's certificate of incorporation as heretofore amended or supplemented. There is no discrepancy between the provisions of the certificate of incorporation as heretofore amended or supplemented and the provisions of this restated certificate of incorporation. This certificate is to be filed with the Secretary of State of the State of Delaware, and recorded with the Recorder of Deeds of New Castle County, Delaware, pursuant to Sections 103 and 245 of the General Corporation Law of the State of Delaware.

**THE TJX COMPANIES, INC.**

By: /s/ Scott Goldenberg  
Name: Scott Goldenberg  
Title: Senior Executive Vice President  
and Chief Financial Officer

ATTEST:

By: /s/ Alicia C. Kelly  
Name: Alicia C. Kelly  
Title: Executive Vice President,  
General Counsel and Secretary

EMPLOYMENT AGREEMENT

DATED FEBRUARY 1, 2019

BETWEEN CAROL MEYROWITZ AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated February 1, 2019 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 on February 3, 2019 (the “Effective Date”). Upon effectiveness of this Agreement on the Effective Date, the Amended and Restated Employment Agreement between the Company and Executive dated January 29, 2016, as amended by the Severance Plan (the “Prior Agreement”) shall terminate and be of no further force and effect. Prior to the Effective Date, the Prior Agreement shall remain in full force and effect; *provided*, that, for purposes of the first sentence of Section 5(b) of the Prior Agreement, the parties hereto acknowledge that execution of this Agreement shall constitute a mutual agreement to continue Executive’s employment beyond February 2, 2019. Subject to earlier termination as provided herein, Executive’s employment hereunder shall continue on the terms provided herein until January 29, 2022 (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 responsibilities of Executive Chairman of the Company, including the duties and responsibilities of Chairman of the Board upon election or reelection to such position by the Board, and such other executive duties and responsibilities as shall from time to time be reasonably specified by the Board and as is reasonably agreed to by Executive. 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 herself.

(b) Extent of Services. Except for illnesses and vacation periods, Executive shall devote such working time and attention as are required to perform her duties and responsibilities under this Agreement, and her best efforts to the performance of such duties and responsibilities. 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 or a committee thereof (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, (iii) subject to approval by the Board or a committee thereof (which approval shall not be unreasonably withheld or withdrawn), hold directorships in other companies or enterprises, or (iv) engage in such other activities, not listed in (i), (ii) or (iii) above, as the Board or a committee thereof may approve; *provided*, that the Board or such committee 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, or other activities approved pursuant to clause (iv), whenever the Board or such committee shall believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of her duties and responsibilities under this Agreement or is otherwise incompatible with those duties and responsibilities.

### 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 \$1,040,000 per year or such other rate (not less than \$1,040,000 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, performance-based stock awards, performance share units ("PSUs") and restricted stock units ("RSUs") made prior to the Effective Date under the Company's Stock Incentive Plan (as it may be amended and including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2019 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 provided in Section 3(c)(i) below or as otherwise expressly provided herein.

(c) New Awards. During the Employment Period, Executive will be eligible to participate in stock-based awards (not including new stock option awards) under the Stock Incentive Plan and in awards under MIP and LRPIP, in each case at a level commensurate with her position and responsibilities as specified below and subject to such terms as shall be established by the Committee consistent with the following provisions of this Section

3(c). Without limiting such other rights as Executive may have under awards granted under the Stock Incentive Plan:

(i) With respect to Stock Incentive Plan awards described in Section 3(b) (Existing Awards) and this Section 3(c) (New Awards), Executive will be entitled to tender shares of Company common stock not then subject to restrictions under any Company plan, or to have shares of stock deliverable under the awards held back, to satisfy tax withholding in connection with such awards, subject to such rules and limitations as the Company may prescribe.

(ii) During the Employment Period, at such time or times as new annual stock-based awards are typically recommended to the Committee for Company executives generally in each of FY2020, FY2021 and FY2022 and provided that Executive has remained in continuous service with the Company through the applicable grant date, Executive will be awarded PSUs and RSUs with a total grant date value of \$5,000,000 (the "Annual Stock Awards"). Each Annual Stock Award that is a PSU will have a three-year performance-vesting period consisting of the fiscal year of grant and the following two fiscal years. The terms and conditions applicable to each Annual Stock Award shall otherwise be as prescribed by the Committee; *provided*, that each Annual Stock Award shall be subject to the prorated vesting provisions set forth in the applicable award agreements and described in Section 6(f) and Section 7 of the Severance Plan.

From and after the Effective Date, each award opportunity granted to Executive under MIP shall have a target award level that is no less than one hundred fifty percent (150%) of Executive's Base Salary earned for the applicable fiscal year, and each award opportunity granted to Executive under LRPIP shall have a target award level that is no less than one hundred percent (100%) of Executive's Base Salary for one year at the rate in effect at the time of such grant, determined in accordance with MIP and LRPIP.

(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; *further provided*, that Executive's Category B benefits under SERP, when determined in accordance with the normal timing and payment-eligibility rules of SERP, shall be determined (if such methodology would produce a greater benefit for Executive) 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 four preceding calendar years; *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 bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that includes Executive by reason of her position

and responsibilities. Executive 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 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.

#### 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. Executive shall provide written notice to the Company of her decision to retire or otherwise terminate employment with the Company.

(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, to the extent applicable, 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 of employment pursuant to this Section 4(b) shall be treated for purposes of the Severance Plan and the definition of "Change of Control Termination" at subsection (f) of Exhibit A as a termination of employment by reason of Disability.

(c) Whenever her employment shall terminate, Executive shall resign (or, in the absence of an affirmative resignation, shall be deemed to have resigned) from all offices or other positions she shall hold with the Company and any affiliates, 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 End Date. If the Employment Period shall have terminated prior to the End Date and such termination of employment is a Qualifying Termination within the meaning of the Severance Plan, then Executive shall be eligible for the compensation and benefits specified in Section 6 of the Severance Plan in accordance with and subject to the terms thereof, including, without limitation, Section 8 thereof. No other benefits shall be paid upon such a Qualifying Termination.

(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 on the End Date shall offer to Executive continued service in a position on reasonable terms (within the meaning of the Severance Plan), Executive's employment

shall be treated as having been terminated in a Qualifying Termination (within the meaning of the Severance Plan) on the day immediately preceding the End Date and Executive shall be entitled to the compensation and benefits described in Section 6 of the Severance Plan in accordance with and subject to the terms thereof, including, without limitation, Section 8 thereof. If the Company in connection with such termination offers to Executive continued service in a position on reasonable terms (within the meaning of the Severance Plan), and Executive declines such service, she shall be treated for all purposes of this Agreement as having terminated her employment voluntarily on the End Date and she shall be entitled only to those benefits to which she would be entitled under Section 6(a) (“Retirement or Other Voluntary Termination of Employment”).

#### 6. OTHER TERMINATION.

(a) Retirement or Other Voluntary Termination of Employment. If Executive terminates her employment voluntarily or elects to retire from service with the Company, Executive shall be entitled to the compensation and benefits specified in Section 7 of the Severance Plan in accordance with and subject to the terms thereof, including, without limitation, Section 8 thereof. No other benefits shall be paid upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should terminate Executive’s employment for Cause, all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan 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; (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 under Sections 3(b) (Existing Awards) and 3(c) (New Awards), in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive’s employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive her vested SERP benefit; any vested Employer Credit Account (as such term is defined in the ESP), it being understood that, as of the Effective Date, Executive has no Employer Credit Account under the ESP; and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, “Specified Accrued Benefits”); provided, for the avoidance of doubt, that Executive’s right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with her obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive’s employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for

damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law.

7. CHANGE OF CONTROL. Upon and following a Change of Control occurring during the Employment Period, (i) Executive's employment under this Agreement shall continue indefinitely without regard to the End Date, Section 5(b) or Section 6(a), subject, however, to termination by either party or by reason of Executive's death or Disability in accordance with the other provisions of this Agreement; and (ii) in the event of a Change of Control Termination Executive shall be entitled to the payments and benefits under the provisions of Section C.1 of Exhibit C in accordance with and subject to all the terms of this Agreement and, for the avoidance of doubt, shall not be entitled to any payments or benefits under the Severance Plan. Additional provisions that may be relevant upon and following a Change of Control are found in Exhibit C.

8. AGREEMENT NOT TO SOLICIT; OTHER OBLIGATIONS.

(a) Executive acknowledges and agrees that, during the Employment Period and following a termination of employment for any reason (including without limitation, for the avoidance of doubt, whether or not Executive is entitled to any Severance Benefits within the meaning of the Severance Plan), Executive shall be irrevocably bound by the limitations of this Section 8.

(b) 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 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.

(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 under her 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. Executive cannot be held criminally or civilly liable under any federal or state law (including trade secret laws) for disclosing a trade secret or confidential information (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, Executive may be held liable if she unlawfully accesses trade secrets or confidential information by unauthorized means. Nothing in this Agreement (i) limits, restricts or in any other way affects Executive’s communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity or (ii) requires Executive to notify the Company about such communication. An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive’s employment for Cause under clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, notwithstanding any inconsistent provision in any agreement, plan, program or arrangement, including without limitation the Severance Plan.

(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 the Severance Plan, including without limitation any SERP benefits, shall forthwith cease and Executive (or, if Executive shall have died, her legal representative) 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 or payable to Executive under the Severance Plan, 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 or following termination of the Employment Period, or at any time subsequent to such breach, 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 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 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 and notwithstanding Section 15, have the right to 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, or for any other reason, 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 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 and 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 (i) mailing the same by certified or registered mail, return receipt requested, postage prepaid or (ii) consigning the same for next business day delivery by a private delivery service specified in IRS Notice 2016-30 or any successor guidance (as of the date of execution of this Agreement, DHL Express, Federal Express and UPS). If sent to the Company the same shall be addressed 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, with a copy to the Company's General Counsel at the same address; and if sent to Executive, the same shall be addressed 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 payments described in Section 6(b) of the Severance Plan and Section C.1(b) 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 or under the Severance Plan.

13. RELEASE. Except for payment of any accrued and unpaid Base Salary and subject to such exceptions as the Company in its discretion may determine for the payment of other amounts accrued and vested prior to the Date of Termination, any obligation of the Company to provide compensation or benefits under Section 7 of the Severance Plan or Section C.1 of Exhibit C of this Agreement, and (to the extent permitted by law) any vesting of unvested compensation or benefits in connection with or following Executive's termination of employment, are expressly conditioned on Executive's execution and delivery to the Company of an effective release of claims (in the form of release that would satisfy the requirements for a Release of Claims under the Severance Plan) as to which all applicable rights of revocation, as determined by the Company, shall have expired prior to the sixtieth (60<sup>th</sup>) calendar day following the Date of Termination (any such timely and irrevocable release, the "Release of Claims"); *provided*, that in the event of Executive's death or incapacity where for unanticipated reasons it is not reasonably practicable for Executive or her representative to give an irrevocable Release of Claims within such period, the Committee shall consider an extension of the period for delivery of an irrevocable Release of Claims on a basis that in the Committee's reasonable determination is consistent with Section 409A and adequately protects the interests of the Company. Any compensation and benefits that are conditioned on the delivery of the Release of Claims under this Section 13 and that otherwise would have been payable prior to such sixtieth (60<sup>th</sup>) calendar day (determined, for the avoidance of doubt, after taking into account any other required delays in payment, including any six-month delay under Section 12) shall, if the Release of Claims is delivered, instead be paid on such sixtieth (60<sup>th</sup>) day, notwithstanding any provision of this Agreement regarding the time of such payments.

14. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

15. ARBITRATION. In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, or otherwise arising out of or relating to

Executive's employment with, or compensation or benefits from, the Company or the termination thereof, including any claim for discrimination under any local, state, or federal employment discrimination law (including, but not limited to, M.G.L. c.151B), 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 (except as otherwise provided in Section 8(f)) be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the JAMS Employment Arbitration Rules & Procedures applicable at the time of commencement of the arbitration 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 any award rendered by such arbitrator(s) shall be entered in any court having jurisdiction thereof upon the application of either party.

16. **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.

17. **WAIVER.** The Board or a committee thereof may waive any obligation of Executive under or restriction imposed upon Executive by the Agreement, but no such waiver shall be construed as a waiver of any other provision of the Agreement.

18. ENTIRE AGREEMENT. Nothing contained in this Agreement shall supersede, limit or otherwise modify the terms and provisions of the Severance Plan, except as expressly provided in the Severance Plan, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Severance Plan, the provisions of the Severance Plan shall control. Subject to the foregoing, this Agreement, including Exhibits (which are hereby incorporated by reference), 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. Notwithstanding the generality of the two immediately preceding sentences, nothing in this Section 18 shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement, the last sentence of Section 8(c) of this Agreement, or Section C.5(a) of Exhibit C of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.

/s/ Carol Meyrowitz  
Executive

THE TJX COMPANIES, INC.

By: /s/ Scott Goldenberg

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
  - (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of her duties;
  - (II) 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 written policy or directive of the Board);
  - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
  - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
  - (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or
  - (VI) a breach of Section 8 of this Agreement or of the Executive’s obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered “willful” unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive’s action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless

Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 Board 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 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 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 or any material adverse change (including a material increase in overall time commitment) 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) “Date of Termination” means the date on which Executive’s employment terminates.

(j) “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.

(k) “End Date” has the meaning set forth in Section 1 of the Agreement.

(l) “ESP” means the Company’s Executive Savings Plan, as it may be amended and including any successor.

(m) “GDGP” means the Company’s General Deferred Compensation Plan.

(n) “LRPIP” has the meaning set forth in Section 3(b) of the Agreement, as it may be amended and including any successor.

(o) “MIP” has the meaning set forth in Section 3(b) of the Agreement, as it may be amended and including any successor.

(p) “Section 409A” means Section 409A of the Code.

(q) “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.

(r) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(s) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.

(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 last business day of the 24th calendar month following such Change of Control.

(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 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 Board; *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 Board 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 Board; 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 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. Executive shall be entitled to the payments and benefits described in this Section C.1 in the event of a Change of Control Termination.

(a) The Company shall pay to Executive:

(1)(A) as hereinafter provided, an amount equal to the sum of (i) two times her Base Salary for one year (based on Executive's FY2016 salary rate) plus (ii) two times the target award opportunity most recently granted to Executive prior to the Change of Control under MIP, which opportunity (if expressed as a percentage of Base Salary) shall be determined by reference to Executive's 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 (1)(A)(i) above 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 (1)(A)(i) above is measured. To avoid duplication of benefits, if for any period Executive receives long-term disability benefits under the Company's long-term disability plan as well as payments under the first sentence of this subsection (a), and if the sum of such payments for any period 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)), Executive shall promptly pay such excess in reimbursement to the Company; and

(2) 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 (determined after taking into account Section 3(d) 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 twelve (12) to determine an annual benefit; and

(B) The tentative 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. The appropriate factor shall be that based on the most recently published "PBGC Actuarial Value of \$1.00 Per Year Deferred to Age [X] and Payable for Life Thereafter -- Healthy Lives," where "Age [X]" is Executive's age to the nearest year at the Date of Termination. The benefit determined under this

clause (B) shall be the greater of (i) the tentative present value determined in accordance with the foregoing provisions of this clause (B), and (ii) the amount of Executive's SERP benefit (for the avoidance of doubt, after taking into account the vesting, service crediting, and interest rate rules of Section 3(d) of the Agreement) assuming payment under Section 7.2(a)(ii) of SERP, determined without regard to the first two sentences of this clause (B) and without regard to any election of another form of benefit, or any delay, under Section 7.2(b) of SERP.

(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 (1)(A) and clause (2) 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 more than two years after a Change in Control Event or in connection with a Change of Control that is not a Change in Control Event, the amounts described in clause (1)(A) and clause (2) of this Section C.1(a) shall be paid, except as otherwise required by Section 12 of the Agreement, in the same manner as Base Salary continuation and any SERP benefits, as applicable, would have been paid in the case of a Qualifying Termination under the Severance Plan.

(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 (and, for the avoidance of doubt, on a basis not less favorable, in the case of group health plan coverage, than as described in Section 6(b) of the Severance Plan), 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, or if the Company in its discretion determines that continued participation on such basis could give rise to a tax or penalty, the Company shall provide for a comparable alternative arrangement (which may consist of a cash payment) in lieu of continued coverage, any such arrangement, to the extent taxable to Executive, to be provided on a basis that to the maximum extent possible consistent with the intent of this subsection (b) and with Section C.2 is tax neutral to Executive. 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 6 of the Severance Plan; *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 this Exhibit C 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.3 of this Exhibit, or by an adjustment to the vesting of any equity-based or other 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.3 of this Exhibit shall be reduced and the vesting of equity-based and other 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)(1)(A) of this Exhibit, then against any benefits payable under Section C.3 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.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. Settlement of MIP and LRPIP. Upon the occurrence of a Change of Control, Executive's interest in MIP and LRPIP shall be settled automatically by the payment to Executive, in a lump sum within thirty (30) days following the Change of Control, of an amount equal to the sum of Executive's target award opportunities with respect to each award granted to Executive under MIP and LRPIP for the fiscal year (in the case of MIP), and any performance cycle (in the case of LRPIP), that begins before and ends after the date of the Change of Control;

*provided*, that for purposes of this Section C.3, unless Executive has been granted new award opportunities under MIP for such fiscal year and under LRPIP for the performance cycle commencing with such fiscal year, Executive's most recent target award opportunities under MIP and LRPIP shall be deemed to have been granted to Executive under MIP and LRPIP with respect to such fiscal year and such performance cycle, respectively.

**C.4 Other Benefits.** In addition to the amounts that may be payable under Sections C.1 or C.3 (but without duplication of any payments or benefits to which Executive may be entitled under any provision of this Agreement, and subject to Section C.2), upon and following a Change of Control Executive or her legal representative shall be entitled to: (i) her Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Awards); and (ii) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control, or under LRPIP with respect to any performance cycle completed prior to the Change of Control; and (iii) the payment of her vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company's frozen GDCP, in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement..

**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 agreement or a plan, including without limitation the Severance Plan, shall no longer be effective. The immediately preceding sentence shall apply notwithstanding any inconsistent provision in any such agreement or plan, including without limitation the Severance Plan.

(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, 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.



EMPLOYMENT AGREEMENT  
DATED FEBRUARY 1, 2019  
BETWEEN ERNIE HERRMAN AND THE TJX COMPANIES, INC.

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EMPLOYMENT AGREEMENT

AGREEMENT dated February 1, 2019 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 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 on February 3, 2019 (the “Effective Date”). Upon effectiveness of this Agreement on the Effective Date, the Amended and Restated Employment Agreement between the Company and Executive dated January 29, 2016, as amended by the Severance Plan (the “Prior Agreement”) shall terminate and be of no further force and effect. Prior to the Effective Date, the Prior Agreement shall remain in full force and effect; *provided*, that, for purposes of the first sentence of Section 5(b) of the Prior Agreement, the parties hereto acknowledge that execution of this Agreement shall constitute a mutual agreement to continue Executive’s employment beyond February 2, 2019. Subject to earlier termination as provided herein, Executive’s employment hereunder shall continue on the terms provided herein until January 29, 2022 (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 responsibilities of Chief Executive Officer 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 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 Board or a committee thereof (which approval shall not be unreasonably withheld or withdrawn), participate in charitable or community activities or in trade or professional organizations, (iii) subject to approval by the Board or a committee thereof (which approval shall not be unreasonably withheld or withdrawn), hold directorships in other companies or enterprises, or (iv) engage in such other activities, not listed in (i), (ii) or (iii) above, as the Board or a committee thereof may approve; *provided*, that the Board or such committee 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, or other activities approved pursuant to clause (iv), whenever the Board or such committee 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 and responsibilities under this Agreement or is otherwise incompatible with those duties and responsibilities.

### 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 \$1,600,000 per year or such other rate (not less than \$1,600,000 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, performance-based stock awards, performance share units ("PSUs") and restricted stock units ("RSUs"), including without limitation the Career Shares Award (as defined in the Prior Agreement), made prior to the Effective Date under the Company's Stock Incentive Plan (as it may be amended and including any successor, the "Stock Incentive Plan"), to the award opportunity granted to Executive for FYE 2019 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 stock-based awards under the Stock Incentive Plan and in awards under MIP and LRPIP, in each case at a level commensurate with his position and responsibilities and subject to such terms as shall be established by the Committee. With respect to Stock Incentive Plan awards described in Section 3(b) (Existing Awards) and this Section 3(c) (New Awards), Executive will be entitled to tender shares of Company common stock not then subject to restrictions under any Company plan, or to have shares of stock deliverable under the awards held back, to satisfy tax withholding in connection with such awards, subject to such rules and limitations as the Company may prescribe.

From and after the Effective Date, each award opportunity granted to Executive under MIP shall have a target award level that is no less than one hundred fifty percent (150%) of Executive's Base Salary earned for the applicable fiscal year and each award opportunity granted to Executive under LRPIP shall have a target award level that is no less than one hundred percent (100%) of Executive's Base Salary for one year at the rate in effect at the time of such grant, determined in accordance with MIP and LRPIP.

(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 the SERP (Category C benefits only), 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). In addition, Executive

will be entitled to the following enhancements under the ESP during the Employment Period, subject to all of the terms and provisions of the ESP (including, without limitation, to Section 5.1(b) of the ESP) as the same may be amended and in effect from time to time:

(i) In the Percentage of Eligible Deferrals column for Designated Executives set forth in the table in Section 3.3(a) of the ESP, “150%” shall be substituted for “100%”; in the Percentage of Eligible Deferrals column for Designated Executives set forth in the table in Section 3.3(b)(i) of the ESP, “150%” shall be substituted for “100%” and “200%” shall be substituted for “150%”.

(ii) For the avoidance of doubt, Executive shall remain entitled to the Supplemental Employer Credits under the ESP for each of fiscal years 2017, 2018 and 2019 based on corporate MIP payout levels for each fiscal year, in each case subject to the terms and conditions of the ESP and Section 3(d)(ii) of the Prior Agreement.

(e) Policies and Fringe Benefits. Executive shall be bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that includes Executive by reason of his position and responsibilities. Executive 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).

(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 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. Executive shall provide written notice to the Company of his decision to retire or otherwise terminate employment with the Company.

(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, to the extent applicable, 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 of employment pursuant to this Section 4(b) shall be treated for purposes of the Severance Plan and the definition of “Change of Control Termination” at subsection (f) of Exhibit A as a termination of employment by reason of Disability.

(c) Whenever his employment shall terminate, Executive shall resign (or, in the absence of an affirmative resignation, shall be deemed to have resigned) from all offices or other

positions he shall hold with the Company and any affiliates, 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 End Date. If the Employment Period shall have terminated prior to the End Date and such termination of employment is a Qualifying Termination within the meaning of the Severance Plan, then Executive shall be eligible for the compensation and benefits specified in Section 6 of the Severance Plan in accordance with and subject to the terms thereof, including, without limitation, Section 8 thereof. No other benefits shall be paid upon such a Qualifying Termination.

(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 on the End Date shall offer to Executive continued service in a position on reasonable terms (within the meaning of the Severance Plan), Executive's employment shall be treated as having been terminated in a Qualifying Termination (within the meaning of the Severance Plan) on the day immediately preceding the End Date and Executive shall be entitled to the compensation and benefits described in Section 6 of the Severance Plan in accordance with and subject to the terms thereof, including, without limitation, Section 8 thereof. If the Company in connection with such termination offers to Executive continued service in a position on reasonable terms (within the meaning of the Severance Plan), 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").

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 and further subject, for the avoidance of doubt, to the provisions of the Severance Plan including, without limitation, Section 8 thereof) to any benefits described in Section 3(b) (Existing Awards) or Section 3(c) (New Awards), including any benefits in connection with Special Service Retirement (as defined in the Stock Incentive Plan), to any vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans) and to 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 LRPIP cycles in which Executive participated and which were completed prior to termination of employment, in each case at the same time as other awards for such prior year or cycle are paid. No other benefits shall be paid upon a voluntary termination of employment.

(b) Termination for Cause. If the Company should terminate Executive's employment for Cause, all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan 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; (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 under Sections 3(b) (Existing Awards) and 3(c) (New Awards), in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive's employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive his vested SERP benefit; his vested Employer Credit Account (as such term is defined in the ESP); and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, "Specified Accrued Benefits"); provided, for the avoidance of doubt, that Executive's right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with his obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive's employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law.

7. CHANGE OF CONTROL. Upon and following a Change of Control occurring during the Employment Period, (i) Executive's employment under this Agreement shall continue indefinitely without regard to the End Date or Section 5(b), subject, however, to termination by either party or by reason of Executive's death or Disability in accordance with the other provisions of this Agreement; and (ii) in the event of a Change of Control Termination Executive shall be entitled to the payments and benefits under the provisions of Section C.1 of Exhibit C in accordance with and subject to all the terms of this Agreement and, for the avoidance of doubt, shall not be entitled to any payments or benefits under the Severance Plan. Additional provisions that may be relevant upon and following a Change of Control are found in Exhibit C.

8. AGREEMENT NOT TO SOLICIT; OTHER OBLIGATIONS.

(a) Executive acknowledges and agrees that, during the Employment Period and following a termination of employment for any reason (including without limitation, for the avoidance of doubt, whether or not Executive is entitled to any Severance Benefits within the meaning of the Severance Plan), Executive shall be irrevocably bound by the limitations of this Section 8.

(b) 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 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.

(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 under his 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. Executive cannot be held criminally or civilly liable under any federal or state law (including trade secret laws) for disclosing a trade secret or confidential information (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, Executive may be held liable if he unlawfully accesses trade secrets or confidential information by unauthorized means. Nothing in this Agreement (i) limits, restricts or in any other way affects Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity or (ii) requires Executive to notify the Company about such communication. An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive's employment for Cause under clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, notwithstanding any inconsistent provision in any agreement, plan, program or arrangement, including without limitation the Severance Plan.

(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 the Severance Plan shall forthwith cease and Executive (or, if Executive shall have died, his legal representative) 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 or payable to Executive under the Severance Plan; (ii) any unexercised stock options and stock appreciation rights held by Executive; (iii) if any other stock-based award vested in connection with or following termination of the Employment Period, or at any time subsequent to such breach, 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 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 and notwithstanding Section 15, have the right to 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, or for any other reason, 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 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 and 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, with a copy to: TJX General Counsel at the same address; 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. 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). Executive acknowledges that he has reviewed the provisions of this Agreement with his advisors and agrees that except for the payments described in Section 6(b) of the Severance Plan and Section C.1(b) 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 or under the Severance Plan.

13. RELEASE. Except for payment of any accrued and unpaid Base Salary and subject to such exceptions as the Company in its discretion may determine for the payment of other amounts accrued and vested prior to the Date of Termination, any obligation of the Company to provide compensation or benefits under Section C.1 of Exhibit C of this Agreement, and (to the extent permitted by law) any vesting of unvested compensation or benefits in connection with or following Executive's termination of employment, are expressly conditioned on Executive's execution and delivery to the Company of an effective release of claims (in the form of release that would satisfy the requirements for a Release of Claims under the Severance Plan) as to which all applicable rights of revocation, as determined by the Company, shall have expired prior to the sixtieth (60<sup>th</sup>) calendar day following the Date of Termination (any such timely and irrevocable release, the "Release of Claims"); *provided*, that in the event of Executive's death or incapacity where for unanticipated reasons it is not reasonably practicable for Executive or his representative to give an irrevocable Release of Claims within such period, the Committee shall consider an extension of the period for delivery of an irrevocable Release of Claims on a basis that in the Committee's reasonable determination is consistent with Section 409A and adequately protects the interests of the Company. Any compensation and benefits that

are conditioned on the delivery of the Release of Claims under this Section 13 and that otherwise would have been payable prior to such sixtieth (60<sup>th</sup>) calendar day (determined, for the avoidance of doubt, after taking into account any other required delays in payment, including any six-month delay under Section 12) shall, if the Release of Claims is delivered, instead be paid on such sixtieth (60<sup>th</sup>) day, notwithstanding any provision of this Agreement regarding the time of such payments.

14. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

15. **ARBITRATION.** In the event that there is any claim or dispute arising out of or relating to this Agreement, or the breach thereof, or otherwise arising out of or relating to Executive's employment with, or compensation or benefits from, the Company or the termination thereof, including any claim for discrimination under any local, state, or federal employment discrimination law (including, but not limited to, M.G.L. c.151B), 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 (except as otherwise provided in Section 8(f)) be settled exclusively by binding arbitration in Boston, Massachusetts in accordance with the JAMS Employment Arbitration Rules & Procedures applicable at the time of commencement of the arbitration 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 any award rendered by such arbitrator(s) shall be entered in any court having jurisdiction thereof upon the application of either party.

16. **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.

17. **WAIVER.** The Board or a committee thereof may waive any obligation of Executive under or restriction imposed upon Executive by the Agreement, but no such waiver shall be construed as a waiver of any other provision of the Agreement.

18. ENTIRE AGREEMENT. Nothing contained in this Agreement shall supersede, limit or otherwise modify the terms and provisions of the Severance Plan, except as expressly provided in the Severance Plan, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Severance Plan, the provisions of the Severance Plan shall control. Subject to the foregoing, this Agreement, including Exhibits (which are hereby incorporated by reference), 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. Notwithstanding the generality of the two immediately preceding sentences, nothing in this Section 18 shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement, the last sentence of Section 8(c) of this Agreement, or Section C.5(a) of Exhibit C of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.

/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
  - (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of his duties;
  - (II) 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 written policy or directive of the Board);
  - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
  - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
  - (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or
  - (VI) a breach of Section 8 of this Agreement or of the Executive’s obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered “willful” unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive’s action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 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 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.

(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) “Date of Termination” means the date on which Executive’s employment terminates.

(j) “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.

(k) “End Date” has the meaning set forth in Section 1 of the Agreement.

(l) “ESP” means the Company’s Executive Savings Plan, as it may be amended and including any successor.

(m) “GDGP” means the Company’s General Deferred Compensation Plan.

(n) “LRPIP” has the meaning set forth in Section 3(b) of the Agreement, as it may be amended and including any successor.

(o) “MIP” has the meaning set forth in Section 3(b) of the Agreement, as it may be amended and including any successor.

(p) “Section 409A” means Section 409A of the Code.

(q) “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.

(r) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(s) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.

(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 last business day of the 24th calendar month following such Change of Control.

(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 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 Board; *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 Board 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 Board; 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 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. Executive shall be entitled to the payments and benefits described in this Section C.1 in the event of a Change of Control Termination.

(a) The Company shall pay to Executive (1) as hereinafter provided, an amount equal to the sum of (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) two times the target award opportunity most recently granted to Executive prior to the Change of Control under MIP, which opportunity (if expressed as a percentage of Base Salary) shall be determined by reference to Executive's 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 (2) 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 (1)(A) above 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 (1)(A) above is measured. To avoid duplication of benefits, 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 for any period 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)), Executive shall promptly pay such excess in reimbursement to 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 (1) 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 Executive is not a Specified Employee on the relevant date, in which case the amount described under (1) above shall instead be paid thirty (30) days following the date of the Change of Control Termination. If the Change of Control Termination occurs more than two years after a Change in Control Event or in connection with a Change of Control that is not a Change in Control Event, the amount described under (1) above shall be paid, except as otherwise required by Section 12 of the Agreement, in the same manner as Base Salary continuation would have been paid in the case of a Qualifying Termination under the Severance Plan.

(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 (and, for the avoidance of doubt, on a basis not less favorable, in the case of group health plan coverage, than as described in Section 6(b) of the Severance Plan), 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, or if the Company in its discretion determines that continued participation on such basis could give rise to a tax or penalty, the Company shall provide for a comparable alternative arrangement (which may consist of a cash payment) in lieu of continued coverage, any such arrangement, to the extent taxable to Executive, to be provided on a basis that to the maximum extent possible consistent with the intent of this subsection (b) and with Section C.2 is tax neutral to Executive. 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 6 of the Severance Plan; *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 this Exhibit C 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.3 of this Exhibit, or by an adjustment to the vesting of any equity-based or other 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.3 of this Exhibit shall be reduced and the vesting of equity-based and other 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)(1) of this Exhibit, then against any benefits payable under Section C.3 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.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. Settlement of MIP and LRPIP. Upon the occurrence of a Change of Control, Executive’s interest in MIP and LRPIP shall be settled automatically by the payment to Executive, in a lump sum within thirty (30) days following the Change of Control, of an amount equal to the sum of Executive’s target award opportunities with respect to each award granted to Executive under MIP and LRPIP for the fiscal year (in the case of MIP), and any performance cycle (in the case of LRPIP), that begins before and ends after the date of the Change of Control; *provided*, that for purposes of this Section C.3, unless Executive has been granted new award opportunities under MIP for such fiscal year and under LRPIP for the performance cycle commencing with such fiscal year, Executive’s most recent target award opportunities under MIP and LRPIP shall be deemed to have been granted to Executive under MIP and LRPIP with respect to such fiscal year and such performance cycle, respectively.

C.4. Other Benefits. In addition to the amounts that may be payable under Sections C.1 or C.3 (but without duplication of any payments or benefits to which Executive may be entitled under any provision of this Agreement, and subject to Section C.2), upon and following a Change of Control Executive or his legal representative shall be entitled to: (i) his Stock Incentive Plan benefits, if any, under Section 3(b) (Existing Awards) and Section 3(c) (New Awards); and (ii) any unpaid amounts to which Executive is entitled under MIP with respect to any fiscal year completed prior to the Change of Control, or under LRPIP with respect to any performance cycle completed prior to the Change of Control; and (iii) the payment of his vested benefits under the plans described in Section 3(d) (Qualified Plans; Other Deferred Compensation Plans) and any vested benefits under the Company’s frozen GDCP, in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement.

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 agreement or a plan, including without limitation the Severance Plan, shall no longer be effective. The immediately preceding sentence shall apply notwithstanding any inconsistent provision in any such agreement or plan, including without limitation the Severance Plan.

(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, 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.



February 13, 2019

Richard Sherr  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Amendment to Employment Agreement

Dear Mr. Sherr:

Reference is made to the employment agreement between you and The TJX Companies, Inc. (“TJX” or “Company”) dated February 2, 2018, as amended (the “Employment Agreement”). By executing the accompanying copy of this letter agreement in the space indicated below and delivering the fully executed copy to the Company, you agree that your Employment Agreement shall be amended by this letter agreement as follows, effective as of the date first above written:

1. The definition of “Cause” at Exhibit A, subsection (c) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(c) “Cause” means

- (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of his duties;
  - (II) 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 written policy or directive of the Board);
  - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
  - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
  - (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or
-

(VI) a breach of Section 8 of this Agreement or of the Executive's obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 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 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."

2. Section 6(b) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(b) Termination for Cause. If the Company should terminate Executive’s employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan shall cease, other than (x) such vested amounts as are credited to Executive’s account (but not received) under the ESP; (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 under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards); in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive’s employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive his vested SERP benefit; his vested Employer Credit Account (as such term is defined in the ESP); and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, “Specified Accrued Benefits”); provided, for the avoidance of doubt, that Executive’s right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with his obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive’s employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law.”

3. Section 8(c) of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

“An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive’s employment for Cause under clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, notwithstanding any inconsistent provision in any agreement, plan, program or arrangement, including without limitation the Severance Plan.”

4. Section 3(g) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(g) Policies and Fringe Benefits. Executive shall be bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that include Executive by reason of his position and responsibilities. Executive 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).”

5. Section 17 of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

“Notwithstanding the generality of the immediately preceding sentence, nothing in this Section 17 or in the Severance Plan shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement or the last sentence of Section 8(c) of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.”

6. Exhibit A of the Employment Agreement is hereby amended to add the following definitions as subsections (s) and (t), respectively, and the subsequent lettering of the subsections of Exhibit A shall be adjusted accordingly (i.e., subsection (s) shall be re-lettered subsection (u) and subsection (t) shall be re-lettered (v), etc.):

“(s) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(t) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.”

If you agree with the foregoing, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below and returning it to the Company, whereupon this letter agreement will take immediate effect as of the date first above written. This letter agreement shall constitute an agreement under seal.

*[Signature Page Follows]*

THE TJX COMPANIES, INC.

By: /s/ Ernie Herrman  
Name: Ernie Herrman  
Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Richard Sherr  
Name: Richard Sherr

February 13, 2019

Scott Goldenberg  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Amendment to Employment Agreement

Dear Mr. Goldenberg:

Reference is made to the employment agreement between you and The TJX Companies, Inc. (“TJX” or “Company”) dated February 2, 2018, as amended (the “Employment Agreement”). By executing the accompanying copy of this letter agreement in the space indicated below and delivering the fully executed copy to the Company, you agree that your Employment Agreement shall be amended by this letter agreement as follows, effective as of the date first above written:

1. The definition of “Cause” at Exhibit A, subsection (c) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(c) “Cause” means

- (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of his duties;
  - (II) 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 written policy or directive of the Board);
  - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
  - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
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- (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or
- (VI) a breach of Section 8 of this Agreement or of the Executive's obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 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 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."

2. Section 6(b) of the Employment Agreement is hereby amended to read in its entirety as follows:

"(b) Termination for Cause. If the Company should terminate Executive's employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan shall cease, other than (x) such vested amounts as are credited to Executive's account (but not received) under the ESP; (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 under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards); in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive's employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive his vested SERP benefit; his vested Employer Credit Account (as such term is defined in the ESP); and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, "Specified Accrued Benefits"); provided, for the avoidance of doubt, that Executive's right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with his obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive's employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law."

3. Section 8(c) of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

"An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive's employment for Cause under clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, notwithstanding any inconsistent provision in any



agreement, plan, program or arrangement, including without limitation the Severance Plan.”

4. Section 3(g) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(g) Policies and Fringe Benefits. Executive shall be bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that include Executive by reason of his position and responsibilities. Executive 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).”

5. Section 17 of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

“Notwithstanding the generality of the immediately preceding sentence, nothing in this Section 17 or in the Severance Plan shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement or the last sentence of Section 8(c) of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.”

6. Exhibit A of the Employment Agreement is hereby amended to add the following definitions as subsections (s) and (t), respectively, and the subsequent lettering of the subsections of Exhibit A shall be adjusted accordingly (i.e., subsection (s) shall be re-lettered subsection (u) and subsection (t) shall be re-lettered (v), etc.):

“(s) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(t) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.”

If you agree with the foregoing, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below and returning it to the Company, whereupon this letter agreement will take immediate effect as of the date first above written. This letter agreement shall constitute an agreement under seal.

*[Signature Page Follows]*

THE TJX COMPANIES, INC.

By: /s/ Ernie Herrman

Name: Ernie Herrman

Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Scott Goldenberg

Name: Scott Goldenberg

February 13, 2019

Kenneth Canestrari  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Amendment to Employment Agreement

Dear Mr. Canestrari:

Reference is made to the employment agreement between you and The TJX Companies, Inc. (“TJX” or “Company”) dated February 2, 2018, as amended (the “Employment Agreement”). By executing the accompanying copy of this letter agreement in the space indicated below and delivering the fully executed copy to the Company, you agree that your Employment Agreement shall be amended by this letter agreement as follows, effective as of the date first above written:

1. The definition of “Cause” at Exhibit A, subsection (c) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(c) “Cause” means

- (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of his duties;
  - (II) 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 written policy or directive of the Board);
  - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
  - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
  - (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding
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substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or

(VI) a breach of Section 8 of this Agreement or of the Executive's obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 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 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.”

2. Section 6(b) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(b) Termination for Cause. If the Company should terminate Executive’s employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan shall cease, other than (x) such vested amounts as are credited to Executive’s account (but not received) under the ESP; (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 under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards); in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive’s employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive his vested SERP benefit; his vested Employer Credit Account (as such term is defined in the ESP); and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, “Specified Accrued Benefits”); provided, for the avoidance of doubt, that Executive’s right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with his obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive’s employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law.”

3. Section 8(c) of the Employment Agreement is hereby amended by replacing the words “the last sentence” with “the penultimate sentence” in the sixth sentence of such section and then by adding the following sentence to the end of such section:

“An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive’s employment for Cause under clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, notwithstanding any inconsistent provision in any

agreement, plan, program or arrangement, including without limitation the Severance Plan.”

4. Section 3(g) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(g) Policies and Fringe Benefits. Executive shall be bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that include Executive by reason of his position and responsibilities. Executive 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).”

5. Section 17 of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

“Notwithstanding the generality of the immediately preceding sentence, nothing in this Section 17 or in the Severance Plan shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement or the last sentence of Section 8(c) of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.”

6. Exhibit A of the Employment Agreement is hereby amended to add the following definitions as subsections (s) and (t), respectively, and the subsequent lettering of the subsections of Exhibit A shall be adjusted accordingly (i.e., subsection (s) shall be re-lettered subsection (u) and subsection (t) shall be re-lettered (v), etc.):

“(s) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(t) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.”

If you agree with the foregoing, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below and returning it to the Company, whereupon this letter agreement will take immediate effect as of the date first above written. This letter agreement shall constitute an agreement under seal.

*[Signature Page Follows]*

THE TJX COMPANIES, INC.

By: /s/ Ernie Herrman

Name: Ernie Herrman

Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Ken Canestrari

Name: Kenneth Canestrari

February 13, 2019

Douglas Mizzi  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701

Re: Amendment to Employment Agreement

Dear Mr. Mizzi:

Reference is made to the employment agreement between you and The TJX Companies, Inc. (“TJX” or “Company”) dated January 16, 2018, as amended (the “Employment Agreement”). By executing the accompanying copy of this letter agreement in the space indicated below and delivering the fully executed copy to the Company, you agree that your Employment Agreement shall be amended by this letter agreement as follows, effective as of the date first above written:

1. The definition of “Cause” at Exhibit A, subsection (c) of the Employment Agreement is hereby amended to read in its entirety as follows:
    - “(c) “Cause” means
      - (I) material and willful dishonesty (such as, but not limited to, fraud, embezzlement, misappropriation, theft, or bribery) by Executive in the performance of his duties;
      - (II) 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 written policy or directive of the Board);
      - (III) willful neglect of Executive’s material duties (other than as a result of Disability), which neglect is not cured by Executive after having been given at least thirty (30) days’ written notice by the Company that apprises Executive of the nature of the neglect to be cured, or which neglect, if previously cured, recurs;
      - (IV) material conflict of interest in violation of a written policy or policies of the Company which continues for sixty (60) days after the Company gives written notice to Executive that apprises Executive of the nature of the conflict and requests the cessation of such conflict;
      - (V) willful misconduct that is a violation of a written policy or policies of the Company (such as, but not limited to, a written policy or policies regarding
-



substance abuse, harassment, or workplace violence) and which is materially harmful to the reputation or business of the Company; or

(VI) a breach of Section 8 of this Agreement or of the Executive's obligations under Section 8 of the Severance Plan.

For purposes of the definition of Cause, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company.

The Company must act reasonably and in good faith with respect to any termination for Cause. Any determination by the Company of the occurrence of Cause must be based on an appropriate investigation. A termination of employment for Cause shall not take effect unless Executive is given written notice by the Company of such termination and the notice specifically identifies the basis for such termination.

Notwithstanding any other provision of this Agreement, if grounds for a termination for Cause existed in connection with any termination of employment for any reason occurring outside of a Standstill Period, the Company, subject to the foregoing provisions of this subsection (c), may elect to treat such termination as a termination for Cause in which case Executive will not be entitled to receive or retain any benefits under the Severance Plan, other than, for the avoidance of doubt, any Specified Accrued Benefits to which Executive would remain entitled in accordance with and subject to Section 6(b) of this Agreement.

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 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 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.”

2. Section 6(b) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(b) Termination for Cause. If the Company should terminate Executive’s employment for Cause all compensation and benefits otherwise payable pursuant to this Agreement and the Severance Plan shall cease, other than (x) such vested amounts as are credited to Executive’s account (but not received) under the ESP; (y) any vested benefits to which Executive is entitled under the Company’s tax-qualified plans and under any applicable TJX Canada-based retirement, savings and deferred compensation plans; and (z) Stock Incentive Plan benefits, if any, to which Executive may be entitled under Sections 3(b) (Existing Awards) and 3(c) (New Stock Awards); in each case, in accordance with and subject to the terms of the applicable plan, program or arrangement and the post-termination obligations under Section 8 of the Severance Plan. In addition and notwithstanding anything to the contrary in this Agreement, the Severance Plan or the terms of the applicable plan, program or arrangement, if the Company should terminate Executive’s employment for Cause, but not on a basis that includes a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will retain the right to receive his vested SERP benefit; his vested Employer Credit Account (as such term is defined in the ESP); and any then-vested stock options under the Stock Incentive Plan, in each case determined in accordance with the applicable plan, program or arrangement but disregarding any provision under such plan, program or arrangement that would provide for forfeiture upon a termination for cause (collectively, “Specified Accrued Benefits”); provided, for the avoidance of doubt, that Executive’s right to receive or retain Specified Accrued Benefits following a termination of employment for any reason is conditioned upon compliance with his obligations under Section 8 of this Agreement and Section 8 of the Severance Plan, and that if the Company should terminate Executive’s employment for Cause on a basis that included a breach described in clause (VI) of the definition of Cause as set forth in Appendix A of this Agreement, Executive will not be entitled to receive or retain any Specified Accrued Benefits. The Company does not waive any rights it may have for damages or for injunctive relief or any rights it may have with respect to the forfeiture or recovery of compensation under Section 8 of this Agreement or Section 8 of the Severance Plan, or otherwise under applicable law.”

3. Section 8(c) of the Employment Agreement is hereby amended by replacing the words “the last sentence” with “the penultimate sentence” in the sixth sentence of such section and then by adding the following sentence to the end of such section:

“An inadvertent breach by Executive of the confidentiality provisions of this Section 8(c) or Section 8(c) of the Severance Plan that causes no material harm to the business of the Company or its Subsidiaries shall not constitute a breach of this Section 8(c) or Section 8(c) of the Severance Plan or serve as a basis for a termination of Executive’s employment for Cause under clause (VI) of the definition of Cause as set forth in

Appendix A of this Agreement, notwithstanding any inconsistent provision in any agreement, plan, program or arrangement, including without limitation the Severance Plan.”

4. Section 3(g) of the Employment Agreement is hereby amended to read in its entirety as follows:

“(g) Policies and Fringe Benefits. Executive shall be bound by and comply with all Company policies (including, without limitation, all codes of ethics and business conduct) applicable to its executives generally or that include Executive by reason of his position and responsibilities. Executive 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).”

5. Section 17 of the Employment Agreement is hereby amended by adding the following sentence to the end thereof:

“Notwithstanding the generality of the immediately preceding sentence, nothing in this Section 17 or in the Severance Plan shall in any way limit or impair, or result in any limitation or impairment of, Section 6(b) of this Agreement or the last sentence of Section 8(c) of this Agreement, which shall control notwithstanding any contrary or inconsistent provision in the Severance Plan or any other plan, program, arrangement or agreement.”

6. Exhibit A of the Employment Agreement is hereby amended to add the following definitions as subsections (s) and (t), respectively, and the subsequent lettering of the subsections of Exhibit A shall be adjusted accordingly (i.e., subsection (s) shall be re-lettered subsection (u) and subsection (t) shall be re-lettered (v), etc.):

“(s) “SERP” means the Company’s Supplemental Executive Retirement Plan, as it may be amended and including any successor.

(t) “Severance Plan” means the Company’s Executive Severance Plan as applicable to Executive (*i.e.*, for the avoidance of doubt, the Executive Severance Plan as modified by the participation agreement with respect thereto between the Company and Executive), all as it or they may be amended and including any successor.”

If you agree with the foregoing, please so indicate by signing the enclosed copy of this letter agreement in the space indicated below and returning it to the Company, whereupon this letter agreement will take immediate effect as of the date first above written. This letter agreement shall constitute an agreement under seal.

*[Signature Page Follows]*

THE TJX COMPANIES, INC.

By: /s/ Ernie Herrman

Name: Ernie Herrman

Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Douglas W. Mizzi

Name: Douglas Mizzi

THE TJX COMPANIES, INC.  
STOCK INCENTIVE PLAN  
(2013 Restatement)

Third Amendment

Pursuant to Section 10 of The TJX Companies, Inc. Stock Incentive Plan (2013 Restatement) (the “Plan”), The TJX Companies, Inc. (the “Company”), by authorization of the Executive Compensation Committee of the Company’s Board of Directors, hereby amends the Plan as follows, effective as of November 6, 2018:

1. Section 3(a) of the Plan is hereby replaced in its entirety with the following text:

“(i) The number of shares of Stock (“Share Limit”) available to be issued under the Plan, determined as of the Effective Date (and including, for the avoidance of doubt, shares that as of the Effective Date were subject to Outstanding Awards) is 178,449,912 (after giving effect to the November 2018 two-for-one stock split in the form of a Stock dividend (the “2018 Stock Split”) and with appropriate adjustments for Stock issued or subject to Awards granted prior to the 2018 Stock Split). For purposes of the Share Limit, (A) each share subject to a Stock Option or SAR shall count as one (1) share and each share subject to any other Award shall count as one and thirteen one-hundredths (1.13) shares; (B) shares issued under the Plan shall include only the number of shares actually issued under an Award and shall not include shares subject to an Award to the extent the Award is forfeited, expires, or is satisfied without the issuance of Stock; provided, however, that unissued shares resulting from the net settlement in Stock of a Stock Option or SAR, and shares retained by or delivered to the Company to satisfy any purchase or exercise price or the payment of withholding taxes in connection with a Stock Option or SAR, shall be treated as issued; and further provided, for the avoidance of doubt, that the purchase of shares by the Company on the open market with the proceeds of the exercise of a Stock Option will not increase the Share Limit; and (C) to the extent an Outstanding Award other than a Stock Option or SAR is forfeited, the Share Limit shall be appropriately increased consistent with clause (A) above.

(ii) The following limits also apply to Awards, subject in each case to the Share Limit: (A) the maximum number of shares of Stock that in the aggregate are available to be issued pursuant to the exercise of ISOs shall not exceed the Share Limit; (B) the number of shares of Stock subject to each of Stock Options, SARs and Performance Awards awarded to any Participant during any consecutive three-year period shall be limited to 32,000,000 shares each (after giving effect to the 2018 Stock Split and with appropriate adjustments for Stock issued or subject to Awards granted prior to the 2018 Stock Split); and (C) the maximum number of shares subject to New Awards that are Full Value Awards with a vesting schedule of less than three years from the date of grant and not

described in any of clauses (i) through (iv) of the second paragraph of Section 7(c) shall not exceed 5,000,000 (after giving effect to the 2018 Stock Split and with appropriate adjustments for Stock issued or subject to Awards prior to the 2018 Stock Split).

(iii) Shares issued under the Plan may be authorized but unissued shares or shares reacquired by the Company.

(iv) The Company shall appropriately reserve shares in connection with the grant of Awards to reflect the limitations set forth above.

The per-individual limits described above shall be construed to include earnings or notional earnings on Awards to the extent consistent with Section 162(m) of the Code.”

2. Section 5(b) of the Plan is hereby replaced in its entirety with the following text:

“(b) Latest Grant Date. No Award shall be granted after June 11, 2023 and no more than 52,000,000 ISOs (after giving effect to the 2018 Stock Split) shall be granted after June 2, 2019, but outstanding Awards and ISOs, respectively, may extend beyond such dates.”

**DESCRIPTION OF DIRECTOR COMPENSATION ARRANGEMENTS****Compensation of Non-Employee Directors**

For fiscal 2019, our non-employee directors were entitled to the following payments:

- Annual retainer of \$90,000 for each non-employee director
- Additional annual retainer of \$70,000 for the Lead Director
- Additional annual retainer of \$28,000 for the Audit Committee Chair
- Additional annual retainer of \$15,000 for each Audit Committee member (other than the Chair)
- Additional annual retainer of \$26,000 for the Chair of the subcommittee of the Audit Committee
- Additional annual retainer of \$23,000 for the Executive Compensation Committee Chair
- Additional annual retainer of \$10,000 for each Executive Compensation Committee member (other than the Chair)
- Additional annual retainer of \$18,000 for the Corporate Governance Committee Chair
- Additional annual retainer of \$8,000 for each Corporate Governance Committee member (other than the Chair)
- Additional annual retainer of \$18,000 for the Finance Committee Chair
- Additional annual retainer of \$8,000 for each Finance Committee member (other than the Chair)
- Two annual deferred stock awards for each non-employee director, each representing shares of our common stock valued at \$80,000.

During fiscal 2019, the Board determined that fiscal 2020 director compensation would remain the same as for fiscal 2019.

Directors are reimbursed for customary expenses for attending Board and committee meetings. The deferred stock awards (and deferred dividends on those awards) are granted under our Stock Incentive Plan and are pro-rated for period of service if granted after the date of the annual meeting held during that fiscal year. One of the deferred stock awards vests immediately and is payable with accumulated dividends in stock at the earlier of separation from service as a director or change of control. The second award vests at the annual meeting next following the grant of the award, based on service as a director for that year, and is payable with accumulated dividends in stock upon vesting or, if an irrevocable advance election is made, at the same time as the first award. In the event that a non-employee director separates from service as a director prior to vesting in the second award, that award will be forfeited.

**Compensation of Directors who are Employees of the Company**

Directors who are employees of TJX are not paid for their service as a director.

**SUBSIDIARIES**

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

<b><u>Operating Subsidiaries</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>	<b><u>Name Under Which Does Business (if Different)</u></b>
T.J. Maxx of CA, LLC	Virginia	
T.J. Maxx of IL, LLC	Virginia	
TJX Digital, Inc.	Delaware	T.J. Maxx
Arizona Merchants, Inc.	Arizona	
NBC Charlotte Merchants, Inc.	North Carolina	
NBC Distributors Inc.	Massachusetts	
NBC Manteca Merchants, Inc.	California	
NBC Merchants, Inc.	Indiana	
NBC Nevada Merchants, Inc.	Nevada	
NBC Philadelphia Merchants, Inc.	Pennsylvania	
NBC Pittston Merchants, Inc.	Pennsylvania	
NBC San Antonio Merchants, LLC	Delaware	
TJX Digital Memphis Merchants, LLC	Delaware	
Marshalls of Beacon, VA, Inc.	Virginia	
Marshalls of CA, LLC	Virginia	
Marshalls of Elizabeth, NJ, Inc.	New Jersey	
Marshalls of Glen Burnie, MD, Inc.	Maryland	
Marshalls of IL, LLC	Virginia	
Marshalls of MA, Inc.	Massachusetts	
Marshalls of Matteson, ILL., Inc.	Illinois	
Marshalls of Richfield, MN, Inc.	Minnesota	
Newton Buying Company of CA, Inc.	Virginia	Marshalls
Marshalls Atlanta Merchants, Inc.	Georgia	
Marshalls Bridgewater Merchants, Inc.	Virginia	
Marshalls of Nevada, Inc.	Nevada	
Marshalls Woburn Merchants, Inc.	Massachusetts	
Marmaxx Operating Corp.	Virginia	T.J. Maxx, Marshalls
HomeGoods, Inc.	Delaware	HomeGoods, Homesense
H.G. AZ Merchants, LLC	Arizona	
H.G. Conn. Merchants, LLC	Connecticut	
H.G. Georgia Merchants, LLC	Georgia	
H.G. Indiana Distributors, LLC	Indiana	
HomeGoods Georgia, LLC	Georgia	
HomeGoods Ohio Merchants LLC	Delaware	
HomeGoods Imports Corp.	Delaware	
Sierra Trading Post, Inc.	Wyoming	Sierra
STP Retail, LLC	Wyoming	
Concord Buying Group, Inc.	New Hampshire	A.J. Wright



<u>Operating Subsidiaries</u>	<u>State or Jurisdiction of Incorporation or Organization</u>	<u>Name Under Which Does Business (if Different)</u>
NBC Apparel, Inc.	Delaware	
NBC Apparel, LLC	Delaware	
NBC Attire Inc.	Massachusetts	
NBC GP, LLC	Delaware	
NBC Holding, Inc.	Delaware	
NBC Manager, LLC	Delaware	
NBC Operating, LP	Delaware	
NBC Trading, Inc.	Delaware	
NBC Trust	Massachusetts	
Newton Buying Corp.	Delaware	
Newton Buying Imports, Inc.	Delaware	
Strathmex Corp.	Delaware	
TJX Incentive Sales, Inc.	Virginia	
OCP Investments, Inc.	Delaware	
TJX Australia Holding Company Pty Limited	Australia	
TJX Australia Merchants Pty Limited	Australia	
TJX Australia Pty Limited	Australia	T.K. Maxx
TJX Austria Holding GmbH	Austria	
TJX Oesterreich Ltd. & Co. KG	Austria	T.K. Maxx
NBC Atlantic Holding Ltd	Bermuda	
NBC Atlantic Ltd	Bermuda	
WMI-1 Holding Company	Nova Scotia, Canada	
WMI-99 Holding Company	Nova Scotia, Canada	
Winners Merchants International L.P.	Ontario, Canada	Winners, HomeSense & Marshalls
T.K. Maxx Holding GmbH	Germany	
T.K. Maxx Management GmbH	Germany	
TJX Deutschland Ltd & Co. KG	Germany	T.K. Maxx
TJX Distribution Ltd & Co. KG	Germany	
NBC Hong Kong Merchants Limited	Hong Kong	
NBC Fashion India Private Limited	India	
TJX Ireland Unlimited Company	Ireland	T.K. Maxx, Homesense
Jusy Meazza Buying Company S.r.L.	Italy	
TJX Nederland B.V.	Netherlands	T.K. Maxx
TJX European Distribution Sp. Z o.o	Poland	
TJX Poland Sp. Z o.o	Poland	T.K. Maxx
New York Department Stores de Puerto Rico, Inc.	Puerto Rico	T.J. Maxx, Marshalls & HomeGoods
NBC Europe Ltd	United Kingdom	
TJX Europe Buying Limited	United Kingdom	
TJX Europe Buying Group Limited	United Kingdom	
TJX Europe Buying (Deutschland) Limited	United Kingdom	
TJX Europe Buying (Polska) Limited	United Kingdom	

<u>Operating Subsidiaries</u>	<u>State or Jurisdiction of Incorporation or Organization</u>	<u>Name Under Which Does Business (if Different)</u>
TJX Europe Limited	United Kingdom	
TJX Germany Ltd	United Kingdom	
TJX UK	United Kingdom	T.K. Maxx, Homesense
TJX UK Property Limited	United Kingdom	
TK Maxx	United Kingdom	
TJX Vietnam Company Limited	Vietnam	
<u>Leasing Subsidiaries</u>		
AJW South Bend Realty Corp.	Indiana	
NBC First Realty Corp.	Indiana	
NBC Fourth Realty Corp.	Nevada	
NBC Second Realty Corp.	Massachusetts	
NBC Seventh Realty Corp.	Pennsylvania	
NBC Sixth Realty Corp.	North Carolina	

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-213521) and Form S-8 (Nos. 333-189511, 333-169297, 333-162218, 333-116277, 333-86966, 333-63293, and 333-35073) of The TJX Companies, Inc. of our report dated April 3, 2019 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP  
Boston, Massachusetts  
April 3, 2019

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ernie Herman and Scott Goldenberg and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign the form 10-K to be filed by The TJX Companies, Inc. for the fiscal year ended February 2, 2019 and any or all amendments thereto and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

\_\_\_\_\_  
Ernie Herman, Chief Executive Officer, President and Director  
(Principal Executive Officer)

\_\_\_\_\_  
Scott Goldenberg, Chief Financial Officer  
(Principal Financial and Accounting Officer)

/s/ Zein Abdalla  
Zein Abdalla, Director

/s/ Amy B. Lane  
Amy B. Lane, Director

/s/ Alan M. Bennett  
Alan M. Bennett, Director

/s/ Carol Meyrowitz  
Carol Meyrowitz, Executive Chairman of the Board of Directors

/s/ Rosemary T. Berkery  
Rosemary T. Berkery, Director

/s/ Jackwyn L. Nemerov  
Jackwyn L. Nemerov, Director

/s/ David T. Ching  
David T. Ching, Director

/s/ John F. O'Brien  
John F. O'Brien, Director

/s/ Michael F. Hines  
Michael F. Hines, Director

/s/ Willow B. Shire  
Willow B. Shire, Director

Dated: April 3, 2019

## Section 302 Certification

CERTIFICATION

I, Ernie Herrman, certify that:

1. I have reviewed this annual report on Form 10-K 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: April 3, 2019

/s/ Ernie Herrman

Name: Ernie Herrman

Title: Chief Executive Officer and President

## Section 302 Certification

CERTIFICATION

I, Scott Goldenberg, certify that:

1. I have reviewed this annual report on Form 10-K 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: April 3, 2019

/s/ Scott Goldenberg

Name: Scott Goldenberg

Title: Chief Financial 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-K for the fiscal year ended February 2, 2019 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-K for the fiscal year ended February 2, 2019 fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Ernie Herrman

Name: Ernie Herrman

Title: Chief Executive Officer and President

Dated: April 3, 2019

**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-K for the fiscal year ended February 2, 2019 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-K for the fiscal year ended February 2, 2019 fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Scott Goldenberg

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Name: Scott Goldenberg

Title: Chief Financial Officer

Dated: April 3, 2019