THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MARTHA COAKLEY
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

June 23, 2009

Clerk-Magistrate
Suffolk Superior Court -- Civil Department
New Courthouse
3 Pemberton Square
Boston, MA 02108

RECEIVED
JUN 23 2009
SUPERIOR COURT - CIVIL
MICHAEL JOSEPH DONOVAN
CLERK-MAGISTRATE

Re: Assurance of Discontinuance

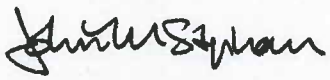
Dear Sir/Madam:

Enclosed for filing pursuant to G.L. c. 93A, § 5 is an Assurance of Discontinuance in the matter of the TJX Companies, Inc. The filing of an Assurance, in essence, opens and closes the matter simultaneously. In accordance with Massachusetts G.L. c. 93A, § 5 (see copy attached) the filing of the Assurance ends the matter, unless the Attorney General reopens it for further proceedings in the public interest.

Pursuant to discussions between the Office of the Attorney General and Judge Cratsley regarding the filing of Assurances, I request that this Assurance be assigned to Regional Administrative Judge Cratsley in the D Session. Judge Cratsley suggested that any questions can be directed to his session clerk, Jane Mahon.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (617) 963-2959.

Sincerely,



John M. Stephan
Assistant Attorney General

Enclosures

cc: Christopher K. Barry-Smith, Esq.
Margret Cooke, Esq.
Lisa M. Ropple, Esq.

CIVIL ACTION COVER SHEET	DOCKET NO.(S) 09 - 114 - 2602-1	Trial Court of Massachusetts Superior Court Department County: SUFFOLK

PLAINTIFF(S)	DEFENDANT(S)
Commonwealth of Massachusetts, by Martha Coakley, Attorney General	The TJX Companies, Inc.
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE John M. Stephan, AAG, Office of the Attorney General One Ashburton Place, Boston, MA 02108 Board of Bar Overseers number: 649509	ATTORNEY (if known) Lisa M. Ropple, Esq. Ropes & Gray One International Place Boston, MA 02110

Origin code and track designation

Place an x in one box only:

- [x] 1. F01 Original Complaint
- [ ] 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)
- [ ] 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)
- [ ] 4. F04 District Court Appeal c.231, s. 97 &104 (After trial) (X)
- [ ] 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- [ ] 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
E-99	Assurance of Discontinuance	(X)	( ) Yes ( ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:
1. Total hospital expenses ..... $
2. Total Doctor expenses ..... $
3. Total chiropractic expenses ..... $
4. Total physical therapy expenses ..... $
5. Total other expenses (describe) ..... $

Subtotal $

B. Documented lost wages and compensation to date ..... $
C. Documented property damages to date ..... $
D. Reasonably anticipated future medical and hospital expenses ..... $
E. Reasonably anticipated lost wages ..... $
F. Other documented items of damages (describe) $

G. Brief description of plaintiff's injury, including nature and extent of injury (describe) $

TOTAL $

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MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL $

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record John M. Stephan **DATE:** 6-23-2009

INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

CONTRACT

A01	Services, labor and materials	(F)
A02	Goods sold and delivered	(F)
A03	Commercial Paper	(F)
A08	Sale or lease of real estate	(F)
A12	Construction Dispute	(A)
A99	Other (Specify)	(F)

TORT

B03	Motor Vehicle negligence-personal injury/property damage	(F)
B04	Other negligence-personal injury/property damage	(F)
B05	Products Liability	(A)
B06	Malpractice-medical	(A)
B07	Malpractice-other(Specify)	(A)
B08	Wrongful death,G.L.c.229,s2A	(A)
B15	Defamation (Libel-Slander)	(A)
B19	Asbestos	(A)
B20	Personal Injury-Slip&Fall	(F)
B21	Environmental	(A)
B22	Employment Discrimination	(F)
B99	Other (Specify)	(F)

REAL PROPERTY

C01	Land taking (eminent domain)	(F)
C02	Zoning Appeal, G.L. c.40A	(F)
C03	Dispute concerning title	(F)
C04	Foreclosure of mortgage	(X)
C05	Condominium lien and charges	(X)
C99	Other (Specify)	(F)

EQUITABLE REMEDIES

D01	Specific performance of contract	(A)
D02	Reach and Apply	(F)
D06	Contribution or Indemnification	(F)
D07	Imposition of Trust	(A)
D08	Minority Stockholder's Suit	(A)
D10	Accounting	(A)
D12	Dissolution of Partnership	(F)
D13	Declaratory Judgment G.L.c.231A	(A)
D99	Other (Specify)	(F)

MISCELLANEOUS

E02	Appeal from administrative Agency G.L.c.30A	(X)
E03	Action against Commonwealth /Municipality, G.L.c.258	(A)
E05	All Arbitration	(X)
E07	G.L.c.112,s.12S (Mary Moe)	(X)
E08	Appointment of Receiver	(X)
E09	General Contractor bond, G.L.c.149,s.29,29a	(X) (A)
E11	Workers's Compensation	(X)
E12	G.L.c.123A,s.12(SDP Commitment)	(X)
E14	G.L.c.123A,s.9(SDP Petition)	(X)
E15	Abuse Petition, G.L.c.209A	(X)
E16	Auto Surcharge Appeal	(X)
E17	Civil Rights Act,G.L.c.12,s.11H	(A)
E18	Foreign Discovery Proceeding	(X)
E19	Sex Offender Registry G.L.c. 178M,s.6	(X)
E25	Pleural Registry (Asbestos cases)	
E95	Forfeiture G.L.c.94C,s.47	(F)
E96	Prisoner Cases	(F)
E97	Prisoner Habeas Corpus	(X)
E99	Other (Specify)	(X)

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-Personal Injury	(F)	☒ Yes ☐ No

SUPERIOR COURT RULE 29

DUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

DUTY OF THE DEFENDANT. Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT, BUFF COLOR PAPER.

FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY MAY RESULT IN DISMISSAL OF THIS ACTION.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT

09-2602-1

In re:

The TJX Companies, Inc.

RECEIVED
JUN 23 2009
SUPERIOR COURT - CIVIL
MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE

ASSURANCE

This Assurance (the "Assurance") is between The TJX Companies, Inc., a Delaware corporation ("TJX"), and the Attorneys General of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Hawaii,[1] Idaho, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, Wisconsin, and the District of Columbia (referred to collectively as the "Attorneys General"), acting pursuant to their respective consumer protection statutes on behalf of their respective states (the "States").[2]

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[1] Hawaii is represented by its Office of Consumer Protection, an agency which is not part of its Attorney General's office, but which is statutorily authorized to represent the State of Hawaii in consumer protection actions. For purposes of simplicity, the designation "Attorney General" as it pertains to Hawaii shall refer to the Executive Director of the State of Hawaii's Office of Consumer Protection.

[2] ALABAMA – Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-1 *et seq.*; ARIZONA – Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-152[1] *et seq.*; ARKANSAS – Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101 *et seq.*; CALIFORNIA – Cal. Bus. & Prof. Code §§ 17200 *et seq.*; COLORADO – Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101 *et seq.*; CONNECTICUT – Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a *et seq.;* DELAWARE – Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511-27 *et seq.*; FLORIDA – Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. §§ 501.201 *et seq.*; HAWAII – Haw. Rev. Stat. §§ 480-1 *et seq.*; IDAHO – Idaho Consumer Protection Act, Idaho Code §§ 48.601 *et seq.*; ILLINOIS – Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. §§ 505/1 *et seq.*; IOWA – Iowa Consumer Fraud Act, Iowa Code § 714.16; LOUISIANA – Louisiana Unfair Trade Practices and Consumer Protection Act, LSA-R.S. 51:1401, et seq. MAINE – Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. tit. 5, §§ 210 *et seq.*; MARYLAND – Maryland Consumer Protection Act, Md. Code Ann. Com. Law §§ 13-101 *et seq.*; MASSACHUSETTS – Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A, §§ 1 *et seq.*; MICHIGAN – Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.901 *et seq.*;

I. RECITALS

WHEREAS, as TJX publicly announced on January 17, 2007 and February 21, 2007, a person or persons (such intruder or intruders referred to collectively as the "Intruders") gained unauthorized access during periods in 2005 and 2006 to portions of TJX's computer system that centrally process and store information from payment card and other transactions at certain of TJX's retail stores (such intrusion or intrusions referred to collectively as the "Intrusion");

WHEREAS, on August 5, 2008, the United States Department of Justice and the United States Secret Service announced federal criminal charges against eleven individuals in connection with the Intrusion into portions of TJX's computer system;

WHEREAS, through the Intrusion, the Intruders are believed to have intercepted and stolen certain customer information, including cardholder data collected from the magnetic stripe on the back of payment cards, possibly while that data was in transit for bank authorization;

WHEREAS, a multi-state group of Attorneys General conducted an extensive review and inquiry of TJX's data security policies and procedures in place when the Intruders

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MISSISSIPPI – Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1 *et seq.*; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 *et seq.*; MONTANA – Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. §§ 30-14-101 *et seq.*; NEBRASKA – Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 *et seq.*; NEVADA – Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. §§ 598.0903 *et seq.*; NEW HAMPSHIRE – New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. §§ 358-A:1 *et seq.*; NEW JERSEY – New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1 *et seq.*; NEW MEXICO – New Mexico Unfair Practices Act §§ 57-12-1 *et seq.*; NEW YORK – N.Y. Gen. Bus. Law §§ 349 & 350 and N.Y. Exec. Law § 63(12); NORTH CAROLINA – North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1 *et seq.*; NORTH DAKOTA – North Dakota Consumer Fraud and Unlawful Credit Practices Act, N.D. Cent. Code §§ 51-15-01 *et seq.*; OHIO – Ohio Consumer Sales Practices Act, Ohio Rev. Code §§ 1345.01 *et seq.*; OKLAHOMA – Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, §§ 751 *et seq.*; OREGON – Oregon Unlawful Trade Practices Act, Or. Rev. Stat. §§ 646.605 *et seq.*; PENNSYLVANIA – Pennsylvania Unfair Trade Practices and Consumer Protection Law, Pa. Stat. Ann. tit. 73, §§ 201-1 *et seq.*; RHODE ISLAND – Rhode Island Unfair Trade Practice and Consumer Protection Act, R.I. Gen. Laws §§ 6-13.1-1 *et seq.*; SOUTH DAKOTA – South Dakota Deceptive Trade Practices and Consumer Protection Act, S.D. Codified Laws §§ 37-24-1 *et seq.*; TENNESSEE – Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 *et seq.*; TEXAS – Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41 *et seq.*; VERMONT – Vermont Consumer Fraud Act, Vt. Stat. Ann. tit. 9, §§ 2451 *et seq.*; WASHINGTON – Washington Consumer Protection Act, Wash. Rev. Code Ann. §§ 19.86.010 *et seq.*; WEST VIRGINIA – West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 *et seq.*; WISCONSIN – Wisconsin Statutes §§ 100.18 and 100.20; DISTRICT OF COLUMBIA – District of Columbia Consumer Protection Procedures Act, D.C. Code Ann. §§ 28-3901 *et seq.*

unlawfully gained access to consumer information and also reviewed TJX's policies and procedures after the discovery of the Intrusion (the "Investigation"). The inquiry considered, among other things: TJX's data encryption systems; data segmentation systems; data protection systems; and intrusion detection systems (the "Subject Matter");

WHEREAS, TJX has cooperated with the Attorneys General in their Investigation by, among other things, providing certain documents, making others available for inspection, and providing access to experts consulting with TJX;

WHEREAS, the Attorneys General have determined that it is in the public interest of their respective States and TJX's customers to enter into this Assurance at this time and conclude such review and inquiry; and,

WHEREAS, the parties wish to completely settle, release, and discharge all civil claims under the respective consumer protection laws of each of the States, and this Assurance constitutes a good faith settlement of any disputes and disagreements between TJX and the Attorneys General, as set forth in section IX.A of this Assurance;

NOW, THEREFORE, in consideration of their mutual agreements to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

II. DEFINITIONS

A. **"Cardholder Information"** shall mean any electronic record of TJX containing sensitive payment card authentication data (as defined in subsection (3) of the definition of Personal Information in this Assurance) collected from the magnetic stripe of a credit or debit card in connection with a Transaction and transmitted through or stored on TJX's authorization network.

B. **"Confidential Information"** shall mean the confidential and proprietary information of TJX, including, but not limited to, financial and technical information; information regarding its computer network, systems, programs, capabilities, and security; costs and pricing; ideas, designs, specifications, techniques, models, programs, manuals, documentation, processes, and know-how; information regarding Consumers; marketing plans; information regarding contracts; information regarding litigation; audit results; investigations; discounts and rebates; databases; innovations and copyrighted materials; and trade secrets.

C. **"Consumer"** shall mean any person, natural person, or individual who has purchased merchandise from TJX and whose personal information has been obtained and/or collected by TJX.

D. **"Effective Date"** shall mean the date on which TJX receives a copy of this Assurance duly executed in full by TJX and by each of the Attorneys General.

E. **"Personal Information"** shall mean any TJX record, whether in paper, electronic, or other form, containing nonpublic personal information about a Consumer collected in connection with a Transaction, including, but not limited to, any (1) Consumer's name, address, or telephone number, in conjunction with the Consumer's Social Security number, driver's license number, financial account number, or credit or debit card number; (2) Consumer's user name and passphrase used to authorize Transactions over the Internet; or (3) sensitive payment card authentication data, which shall mean (a) Primary Account Number ("PAN"); (b) cardholder name, card expiration date, service code, Social Security number, date and place of birth, or mother's maiden name, in conjunction with PAN; or (c) full magnetic stripe data, CVC2/CVV2/CID, or PIN or PIN block; or (4) other information required to be protected by state or federal law.

F. **"Subsidiaries"** shall mean the wholly owned United States subsidiaries of TJX.

G. **"TJX"** shall mean The TJX Companies, Inc. and its successors and assigns.

H. **"Transaction"** shall mean a retail transaction in which a Consumer has purchased merchandise from TJX.

III. APPLICATION OF ASSURANCE

The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to TJX, its successors and assigns, and its officers and employees.

IV. INFORMATION SECURITY PROGRAM

A. General Provisions. TJX shall implement and maintain a comprehensive Information Security Program that is reasonably designed to protect the security, confidentiality, and integrity of Personal Information, by no later than one hundred twenty (120) days after the Effective Date of this Assurance. Such program's content and implementation shall be fully documented and shall contain administrative, technical, and physical safeguards appropriate to the size and complexity of TJX's operations, the nature and scope of TJX's activities, and the sensitivity of the Personal Information, including:

1. The designation of an employee or employees to coordinate and be accountable for the Information Security Program.

2. The identification of material internal and external risks to the security, confidentiality, and integrity of Personal Information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information and assessment of the sufficiency of any safeguards in place to control these risks. At a minimum, this risk assessment should include consideration of risks in each area of relevant operation, including, but not limited to: (a) employee training and management; (b) information systems,

including network and software design, information processing, storage, transmission, and disposal; and (c) prevention, detection, and response to attacks, intrusions, or other systems failures.

3. The design and implementation of reasonable safeguards to control the risks identified through risk assessment and regular testing or monitoring of the effectiveness of the safeguards' key controls, systems, and procedures.

4. The implementation and evaluation of any modification to TJX's Information Security Program, in light of the results of the testing and monitoring of any material changes to TJX's operations or business arrangements, or any other change in circumstances that TJX knows or has reason to know may have a material impact on the effectiveness of its Information Security Program.

B. Specific Provisions. The Attorneys General and TJX recognize that technology relating to information security is constantly changing and that current security procedures, software, hardware, and other security infrastructures may become obsolete or inadequate in the future. Without either party admitting that the following provisions alone amount to reasonable actions to protect Cardholder or Personal Information in the future, TJX shall, to the extent it has not already done so:

1. Replace or upgrade all Wired Equivalent Privacy ("WEP") based wireless systems in TJX's retail stores with wired systems or with Wi-Fi Protected Access ("WPA") or wireless systems at least as secure as WPA.

2. Not store or otherwise maintain on its network subsequent to the authorization process the full contents of the magnetic stripe of a credit or debit card, or of any single track of such a stripe, or the CVC2/CVV2/CID of any such card, or the PIN or PIN block

of any such card. TJX may retain a portion of the contents of the magnetic stripe of a credit or debit card on its network subsequent to the authorization process for a period of time for legitimate business, legal, or regulatory purpose(s), but if TJX does so, any such Cardholder Information must be securely stored in encrypted form, be accessed by essential personnel only, and retained for no longer than necessary to achieve the business, legal, or regulatory purpose.

3. Segment appropriately from the rest of the TJX computer system those network-based portions of the TJX computer system that store, process, or transmit Personal Information, including Cardholder Information, by firewalls, access controls, or other appropriate measures.

4. Implement security password management for the portions of the TJX computer system that store, process, or transmit Personal Information, including Cardholder Information, such as, where appropriate, strong passwords and, with respect to remote access to the network, two-factor authentication.

5. Implement security patching protocol for the portions of the TJX computer system that store, process, or transmit Cardholder Information.

6. Use Virtual Private Networks ("VPNs") or, where appropriate, encrypted transmissions, or other methods at least as secure as VPNs for transmission of Personal Information, including Cardholder Information, across open, public networks.

7. Install and maintain appropriately configured antivirus software on the portions of the TJX computer system that store, process, or transmit Personal Information, including Cardholder Information, and that are commonly affected by viruses.

8. Implement and maintain security monitoring tools, such as intrusion detection systems or other devices to track and monitor unauthorized access to the portions of

TJX's computer system that store, process, and transmit Personal Information, including Cardholder Information. Conduct regular testing or monitoring of the key systems and procedures used to protect Personal Information, including Cardholder Information.

9. Implement access control measures for the portions of TJX's computer system that store, process, and transmit Personal Information, including Cardholder Information. Access control measures include: (a) limiting physical and electronic access to Cardholder Information on a need-to-know basis; (b) assigning unique user IDs to persons with access to Cardholder Information; and (c) generating logs or other inventories of the user accounts on the portions of TJX's computer system used to store, process, or transmit Cardholder Information.

C. Confirmation of Compliance with Specific Provisions.

1. Within one hundred twenty (120) days following the Effective Date of this Assurance, TJX shall identify in writing the provision(s) in section IV.B of this Assurance with which it has achieved Compliance ("Compliance Certification") and/or shall submit a Compliance Plan (as defined below) with respect to any such provision(s) with which it has not achieved Compliance by that date. "Compliance" with such provisions shall mean (A) that TJX has taken the relevant measure(s) where technologically feasible and otherwise reasonable or has taken alternative measure(s) that alone or in the aggregate provide for substantially equivalent security, or (B) with respect to the application of subsections (4) and (9) of section IV.B to the point of sale terminals in TJX's retail stores, that TJX has developed a reasonable and appropriate plan to evaluate the technological and operational feasibility of such provisions. If TJX has not achieved Compliance with any such provisions by that date, it shall provide written notice to the Attorneys General identifying: (a) the provision(s) with which it has not yet achieved Compliance; (b) the reason(s) that Compliance has not yet been achieved or cannot be

achieved; and (c) a reasonable and appropriate plan and timetable for achieving Compliance with such provisions ("Compliance Plan"). After the submission by TJX of a Compliance Plan, and until such time as TJX submits a Compliance Certification with respect to each of the provision(s) identified in such Compliance Plan, TJX shall submit to the Attorneys General an updated Compliance Plan within the earlier of (i) thirty (30) business days after the expiration of the latest timetable specified in the most recent Compliance Plan that TJX provided to the Attorneys General (or at such later time as TJX and the Attorneys General may agree) or (ii) one hundred eighty (180) days after the date of the submission of the most recent Compliance Plan that TJX submitted to the Attorneys General (or at such later time as TJX and the Attorneys General may agree).

2. If the Attorneys General dispute that any Compliance Certification or any Compliance Plan satisfies TJX's obligations under section IV.B, the Attorneys General shall send TJX a written notice of the dispute within sixty (60) days following receipt of TJX's submission of the Compliance Certification or Compliance Plan in question, pursuant to the Meet and Confer provisions set forth in section VIII.H of this Assurance.

3. If TJX has submitted a Compliance Certification under section IV.C.1 and the Attorneys General have not disputed TJX's Compliance as set forth in section IV.C.2, then the provision(s) as to which TJX has certified Compliance in a Compliance Certification shall be fully and finally satisfied and TJX shall have no additional obligations with respect to such provision(s); however, TJX shall have the continuing responsibility, under section IV.A, to implement and maintain a comprehensive Information Security Program that is reasonably designed to protect the security, confidentiality, and integrity of Personal Information, as set forth therein.

4. Notwithstanding any other provision of this Assurance, TJX shall provide any documents under this section IV to the Attorney General for The Commonwealth of Massachusetts (the "Designated Representative Attorney General"), and the Designated Representative Attorney General shall treat such documents as exempt from disclosure under the relevant public records laws, pursuant to this Assurance or, as necessary, by employing other means to ensure confidentiality. These documents may contain sensitive information about the current state of TJX's security infrastructure and mechanisms, which could be harmful to TJX's ability to secure data if disclosed. The Designated Representative Attorney General may provide a copy of documents received under this section IV to any other of the Attorneys General upon request, so long as the laws of the State represented by each such requesting Attorney General treat such documents as exempt from disclosure under the relevant public records laws and such requesting Attorney General agrees to so treat such documents.

D. Security Breach Notification. TJX shall notify the Attorneys General, within ten (10) business days, or earlier if required by applicable law, after mailing notice or providing substitute notice to resident Consumers pursuant to the requirements of any of the States' security breach notification laws, that TJX or any of its Subsidiaries provided such Consumer notice and shall in such notice to the Attorneys General include the following information to the extent then available: (a) the type of personal information accessed or acquired as a result of the breach; (b) the approximate date(s) on which the breach occurred; (c) a brief description of the nature of the breach; (d) a brief description of the steps TJX has taken or is planning to take to protect Consumers, if any, affected by the breach; (e) whether other law enforcement agencies have been notified and, if so, the contact information for such agencies; (f) TJX's plan to address any Consumer injuries arising from the breach; and (g) a copy or representative example of the

notice provided to Consumers. This provision shall expire three (3) years after the Effective Date of this Assurance. Nothing in this provision alters any obligation under any state statute or regulation governing security breach notification.

V. PAYMENT CARD SYSTEM PILOT PROGRAMS AND ENHANCEMENTS

The Attorneys General and TJX believe that the security of Cardholder Information collected in connection with retail transactions is an important priority. Protecting Cardholder Information is a dynamic challenge, because as security technologies available to retailers evolve, criminals attempt to develop more sophisticated ways of trying to circumvent such technologies. The Attorneys General and TJX therefore agree that possible improvements within the payment card system could aid the protection of consumers. To further that goal, TJX agrees as follows:

A. Pilot Programs. TJX will notify Visa and MasterCard in the United States and its acquiring bank(s) in the United States, simultaneous with the execution of this Assurance, that TJX desires to participate in pilot programs for testing new security-related payment card technology, such as the chip-and-PIN technology that is used in many other countries. TJX will participate in such program(s), if invited to do so, within two (2) years following the Effective Date of this Assurance, provided that any new security-related payment card technology and the terms and conditions of such participation are considered in good faith by TJX to be feasible and reasonable.

B. New Encryption Technologies. TJX will take steps over the one hundred eighty (180) days following the Effective Date of this Assurance, to encourage the development of new technologies within the Payment Card Industry to encrypt Cardholder Information during some or all of the bank authorization process with a goal of achieving "end-to-end" encryption of

Cardholder Information (i.e, from PIN pad to acquiring bank). Such methods may include but are not limited to encouraging the development of new technologies and seeking the cooperation of TJX's acquiring bank(s) in the United States and other appropriate third parties. TJX will provide the Attorneys General, within one hundred eighty (180) days following the Effective Date, with a report specifying its progress in this effort.

VI. SETTLEMENT COMPLIANCE ASSESSMENT

A. Report. TJX shall obtain an assessment and report from a third-party professional ("Third-Party Assessor"), using procedures and standards generally accepted in the profession ("Third-Party Assessment"), by no later than one hundred eighty (180) days after the Effective Date of this Assurance, and biennially thereafter during the term of this Assurance. The report shall:

1. Set forth the specific administrative, technical, and physical safeguards that TJX and its Subsidiaries have implemented and maintained during the reporting period.

2. Explain how such safeguards are appropriate in light of TJX's size and complexity, the nature and scope of TJX's activities, and the sensitivity of the Personal Information collected from or about Consumers.

3. Explain how the safeguards that have been implemented meet the protections required by this Assurance.

4. Certify that TJX's security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of Personal Information is protected and, for biennial reports, has been so operated throughout the reporting period.

B. Third-Party Assessor Qualifications. The Third-Party Assessor shall be a person qualified as a Certified Information System Security Professional ("CISSP") or as a Certified Information Systems Auditor ("CISA"), or a similarly qualified person or organization with at least five (5) years of experience evaluating the effectiveness of computer systems or information system security.

C. Supporting Documentation. TJX shall provide to the Third-Party Assessor as part of the Third-Party Assessment the following materials that are within TJX's possession, custody, and control:

1. TJX's most recently completed annual Report of Compliance ("ROC") with the Payment Card Industry's Data Security Standard ("PCI DSS") (or such other standard as subsequently may be adopted by Visa and/or MasterCard as the standard to be used in preparing a ROC), as prepared by a Qualified Security Assessor or an Approved Scanning Vendor (or such other person as subsequently may be accepted by Visa and/or MasterCard as the person authorized to prepare a ROC).

2. Any final written assessment of information technology internal controls for the portions of TJX's computer system that store, process, or transmit Personal Information prepared by TJX's independent registered public accounting firm and submitted to TJX within the then preceding year as part of such firm's audit of TJX's financial statements.

D. Submission to Attorneys General.

1. A copy of the first Third-Party Assessment shall be provided, within one hundred eighty (180) days following the Effective Date of this Assurance, by TJX to the Designated Representative Attorney General, and the Designated Representative Attorney General shall treat such documents as exempt from disclosure under the relevant public records

laws, pursuant to this Assurance or, as necessary, by employing other means to ensure confidentiality.

2. All subsequent Third-Party Assessments shall be retained by TJX, and upon request of any of the Attorneys General, shall be provided to the Designated Representative Attorney General, as per the preceding subsection (1), within ten (10) business days following such request.

3. The Designated Representative Attorney General may provide a copy of any Third-Party Assessment received from TJX under the preceding two subsections (1) and (2) to any other of the Attorneys General upon request, so long as the laws of the State represented by each such requesting Attorney General treat such Third-Party Assessment as exempt from disclosure under the relevant public records laws and such requesting Attorney General agrees to so treat such Third-Party Assessment.

E. FTC Coordination. The Attorneys General acknowledge that TJX is subject to a Decision and Order issued by the United States Federal Trade Commission ("FTC"), FTC Docket No. C-4227 and File No. 072-3055, relating to the Intrusion (the "FTC Order"), under which TJX will obtain biennial assessments and reports from a third-party professional and provide to the FTC the initial report and, upon request, the subsequent reports. The Attorneys General agree that, notwithstanding any other provision herein, the same assessments and reports undertaken and prepared pursuant to section II of the FTC Order shall be sufficient to satisfy the requirements of the Third-Party Assessments contemplated under section VI.A of this Assurance and the other requirements of sections VI.A-C. To coordinate the timetables for the assessments and reports required under the respective documents, and notwithstanding any other provision of this Assurance, the Attorneys General agree that the first assessment and report obtained by TJX

pursuant to the FTC Order, whenever prepared (whether before or after the Effective Date of this Assurance) shall constitute the first Third-Party Assessment under this Assurance, and that the assessments conducted and reports prepared thereafter on a biennial basis under section II of the FTC Order shall constitute the Third-Party Assessments required under section VI.A of this Assurance on a biennial basis for twenty (20) years following entry of this Assurance. The requirements of sections VI.A-C of this Assurance shall expire upon the conclusion of the final assessment and report obtained by TJX under section II of the FTC Order, unless they have expired at an earlier date pursuant to the terms of this Assurance.

VII. MONETARY PAYMENTS

A. Payment to the States. TJX shall pay to the States, collectively, a total amount of $9.75 million, by electronic fund transfer to the Office of the Massachusetts Attorney General, to be distributed to the States in a manner agreed to by the States. This amount comprises:

1. Settlement Amount. $5.5 million to be distributed as designated by and in the sole discretion of the Attorneys General as part of the resolution of their respective investigations under the state consumer protection laws regarding the Subject Matter of this Assurance. Said payment shall be used by the Attorneys General to fund or assist in funding, consumer education, outreach, prevention or monitoring programs, consumer protection enforcement, litigation, local consumer aid funds, consumer protection enforcement funds and public protection funds including without limitation, developing, implementing or enforcing data security protection programs and protecting consumers' personally identifiable information, or for other uses permitted by state law, at the sole discretion of each Attorney General;

2. Data Security Fund. $2.5 million payable to the Massachusetts Office of the Attorney General, to be distributed as designated by and in the sole discretion of the

Attorneys General for the purposes of initiatives by the States to research the benefits of data security technology and develop best practices, protocols, policies or model legislation or regulations concerning data security or data security technology; and develop and implement programs, education and outreach for consumers with respect to data security; for other efforts to examine data security matters and to protect consumer privacy; and for other uses permitted by state law. This payment ($2.5 million) to the Data Security Fund shall be held in trust by the Massachusetts Office of the Attorney General for the benefit of the Attorneys General of the States consistent with this paragraph VII.A.2. Distributions from the Data Security Fund may come from interest or principal and shall be made only pursuant to instructions from a majority of the five State Attorneys General that comprise the Data Security Fund Committee, namely, the Attorneys General of California, Florida, Massachusetts, Pennsylvania and Tennessee; and,

3. Attorney Fees and Costs. $1.75 million in fees and costs associated with the States' investigation. Said payment shall be used by the States for attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto or for other uses permitted by state law.

B. No Tax Characterization. Nothing in this Assurance constitutes an agreement by the Attorneys General concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

VIII. ENFORCEMENT

A. Enforceable Under State Law. TJX and the Attorneys General agree that this Assurance constitutes a legally enforceable agreement. This Assurance and the rights and

obligations of the parties hereunder shall be governed within each of the respective States by the laws of such States in which any enforcement of this Assurance or any action to determine the rights and obligations hereunder is attempted.

B. Enforceable By Parties Only. This Assurance may be enforced only by the parties hereto. Nothing in this Assurance shall provide any rights to or permit any person or entity not a party hereto, including any state or attorney general not a party hereto, to enforce any provision of this Assurance. No person or entity not a signatory hereto is a third-party beneficiary of this Assurance. Nothing in this Assurance shall be construed to affect, limit, alter, or assist any private right of action that a consumer or other third party may hold against TJX.

C. Application. This Assurance shall be binding on TJX, its successors and assigns, and its officers and employees. Notwithstanding any other provision in this Assurance, the obligations herein undertaken by TJX shall not apply to any act or omission by TJX within any state that has not signed this Assurance.

D. Duration. The obligations and other provisions of this Assurance shall expire at the conclusion of the twenty (20) year period after the Effective Date of this Assurance, unless they have expired at an earlier date pursuant to their specific terms.

E. Modifications or Amendments. This Assurance may be modified or amended solely in writing by TJX and the Attorneys General for the States to be bound by the amendment or modification in question. If TJX believes that modification or amendment of this Assurance becomes warranted or appropriate for any reason, including, but not limited to, changes in the risks to the security, confidentiality, and integrity of Personal Information or to the relevant security procedures, practices, or tools used to protect against those risks, TJX may submit to the Attorneys General the proposed written modification or amendment and, if TJX considers it

appropriate, a statement from an independent expert supporting the proposed modification or amendment. Should the Attorneys General object to the modification or amendment, they shall, within sixty (60) days after delivery of TJX's written modification or amendment notice, initiate the Meet and Confer process as set forth in section VIII.H below. If the objection is not resolved through the Meet and Confer process, then (i) the Attorney General reserves the right to seek to enforce the terms of this Assurance notwithstanding the modification requested by TJX; and (ii) TJX reserves the right to modify or amend the terms of this Assurance in the appropriate state court with jurisdiction.

F. Monitoring. Upon the written request of the Attorneys General, TJX agrees to provide responsive, non-privileged information, books, records, documents, or testimony (formal or informal) to the Attorneys General for the purpose of monitoring TJX's compliance with this Assurance. TJX shall make the requested information available, within sixty (60) calendar days of the request, at the office of the Designated Representative Attorney General, or at such other time and/or place as is mutually agreed to in writing by TJX and the requesting Attorneys General. This section shall in no way limit (1) any right of the Attorneys General to obtain documents, records, testimony, or other information pursuant to any law, regulation, or rule, or (2) the effect of the provisions set forth in sections IV.C and VI.D of this Assurance. The parties agree that any dispute arising under this section shall be resolved through the Meet and Confer process set forth in section VIII.H below.

G. Conflicts. Nothing in this Assurance shall be construed as preventing or exempting TJX from complying with any law, rule, or regulation, nor shall any of the provisions of this Assurance be deemed to authorize or require TJX to engage in any acts or practices prohibited by such law, rule, or regulation.

1. If TJX believes that any provision in this Assurance conflicts in whole or in part with (a) any law, rule, or regulation as modified, enacted, promulgated, or interpreted by the state or federal governments or any state or federal agency; (b) any order or directive by the FTC or other federal regulatory agency; (c) the PCI DSS (or such other standard accepted by the industry as the prevailing standard); (d) any direction or recommendation of the Third-Party Assessor; or (e) any other legal obligation owed to a third party, then TJX may provide a written proposal to the Attorneys General relative to the believed conflict, identifying the nature of the conflict and the manner in which TJX proposes to proceed in light of the purported conflict.

2. If the Attorneys General object to a proposal submitted by TJX pursuant to the preceding subsection VIII.G.1, they shall follow the Meet and Confer obligations set forth in section VIII.H below. If the objection is not resolved through the Meet and Confer process, then (i) the Attorney General reserves the right to seek to enforce the terms of this Assurance notwithstanding the modification requested by TJX; and (ii) TJX reserves the right to modify or amend the terms of this Assurance in the appropriate state court with jurisdiction.

H. Meet and Confer. For any dispute between an Attorney General and TJX arising under or relating to this Assurance, including a purported conflict with other law or proposed modification, the party raising the dispute shall give particularized written notice to the other party of the issue(s) in dispute and shall make an appropriate representative available either in person, via phone, or via video conference to discuss the dispute prior to initiating any court proceeding relating to the dispute. If the dispute is not resolved through this discussion (or such further discussions as the parties may agree), either party may initiate a court proceeding relative to such dispute pursuant to applicable state laws; provided, however, that any Attorney General intending to initiate any court action alleging violation(s) of this Assurance by TJX must notify

TJX in writing in advance of filing any such action and provide TJX a reasonably practicable period of at least sixty (60) days to attempt to cure the claimed violation(s). TJX may request, and the Attorneys General may grant, any extension to the sixty (60) day period to attempt to cure set forth herein. Notwithstanding the foregoing, the Attorneys General may initiate a court action alleging a violation of this Assurance upon reasonable notice to TJX, but without affording TJX the cure period called for by the second sentence of this section VIII.H, if they reasonably conclude that there exists an immediate threat to the public's safety, health, or welfare because of the specific TJX practice(s) alleged to be in violation of this Assurance.

I. Coordination of Enforcement. The Attorneys General will use their best efforts, in cooperation with TJX, to coordinate (i) their Meet and Confer activities under section VIII.H, (ii) any enforcement and interpretation of this Assurance and (iii) to resolve any inconsistent enforcement or interpretation (and the effects thereof) as to any matter that is not exclusively local in nature.

IX. GENERAL PROVISIONS

A. Release. This Assurance constitutes a full and final settlement and release by the Attorneys General of the States that are parties to this Assurance, on behalf of their respective states, from any and all civil claims and causes of action against TJX and its successors, assigns, and subsidiaries, including any of their officers, agents, directors, and employees, arising out of the subject matter of this Assurance (including without limitation the Intrusion, the Investigation, TJX's data security systems, programs, procedures, practices, and policies, and any actions taken or not taken in connection with the events relating to the Intrusion), which were or could have been asserted by the Attorneys General, whether under their respective consumer protection statutes and/or security breach notification statutes, or under any other similar laws which give

the Attorneys General the authority to assert any such claim or cause of action based on any thing, matter, or event occurring up to the Effective Date of this Assurance (the "Released Claims").

B. Preservation of Authority. Nothing in this Assurance shall be construed to limit the authority of the Attorneys General to protect the interests of their respective States or the people of their respective States; provided, however, the Attorneys General agree that this Assurance is sufficient to protect those interests as they relate to the subject matter of this Assurance and as to the Released Claims and that nothing in this sentence shall be interpreted to limit the provisions of section IX.A. This Assurance shall not bar the Attorneys General or any other governmental entity from enforcing laws, regulations, or rules against TJX for conduct subsequent to or otherwise not covered by section IX.A.

C. No Admissions. This Assurance is not intended to be and shall not in any event be construed or deemed to be, or represented or caused to be represented as, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of TJX or of any fact or any violation of any law, rule, or regulation. This Assurance is made without trial or adjudication of any alleged issue of fact or law and without any finding of liability of any kind. TJX believes that its conduct has been lawful and has not violated any consumer protection or other laws of the States and enters into this Assurance for settlement purposes only. The States believe that TJX's conduct may have violated the States' respective consumer protection statutes. TJX's agreement to undertake the obligations described in this Assurance shall not be construed as an admission of any kind or type.

D. Not an Approval. Other than as set forth herein, this Assurance shall not be deemed an approval by the Attorneys General of any of TJX's advertising, business, or consumer data protection practices.

E. No Limitation of Defenses. This Assurance shall not be construed or used as a waiver or any limitation of any defense otherwise available to TJX in any pending or future legal or administrative action or proceeding relating to TJX's conduct prior to the Effective Date of this Assurance or of TJX's right to defend itself from, or make any arguments in, any individual or class claims or suits relating to the existence, subject matter, or terms of this Assurance

F. Non-Admissibility. The settlement negotiations resulting in this Assurance have been undertaken by TJX and the Attorneys General in good faith and for settlement purposes only, and no evidence of negotiations or communications underlying this Assurance shall be offered or received in evidence in any action or proceeding for any purpose. Neither this Assurance nor any public discussions, statements, or comments with respect to this Assurance by the Attorneys General or TJX shall be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding between the parties arising under this Assurance. Any documents provided to any party under the Meet and Confer provision set forth in section VIII.H shall be for settlement purposes only, and no evidence of negotiations or communications occurring in connection with that section shall be offered or received in evidence in any action or proceeding for any purpose. Nothing in this Assurance shall be used as any basis for the denial of any license, authorization, approval, or consent that TJX may require under any law, rule, or regulation.

G. No Waiver of Privilege. Nothing contained in this Assurance, and no act required to be performed hereunder, including, but not limited to, the provision of information and/or

material, is intended to require the disclosure by TJX of any communication by and between any officer, director, employee, agent, consultant, or representative of TJX and any person retained directly or indirectly to provide TJX with legal advice or, otherwise, to constitute, cause, or effect any waiver (in whole or in part) of (a) any attorney-client privilege, work product protection, or common interest/joint defense privilege, or (b) confidential, proprietary, or trade secret exception under the States' public records laws. The Attorneys General agree that they shall not make or cause to be made in any forum any assertion to the contrary.

H. Confidentiality.

1. The Attorneys General agree that any information, records, or documents received directly or indirectly in connection with this Assurance that contain Confidential Information, or are otherwise designated as confidential by TJX, shall be kept strictly confidential to the fullest extent permitted by law and publicly disclosed only as required by law, except that such information, records, or documents may be used by the Attorneys General in investigations of, or proceedings resulting from, possible violations of this Assurance. To the extent permitted by law, the Attorneys General shall notify TJX of (a) any legally enforceable demand for, or (b) the intention of any Attorney General to disclose to a third party, such information, records, or documents at least thirty (30) business days, or such shorter period as required by state law, in advance of complying with the demand or making such disclosure, in order to allow TJX the reasonable opportunity to intervene and assert any legal exemptions or privileges it believes to be appropriate.

2. The Attorneys General shall ensure that any expert that they may consult or retain in connection with this Assurance agrees in a writing, before performing any work in connection with this Assurance, to maintain as strictly confidential any information, records, or

documents relating to TJX received directly or indirectly in connection with this Assurance and to use such information, records, or documents solely for the purposes authorized by this Assurance. Such writing shall contain an express provision giving TJX the right to enforce the confidentiality commitments required by the preceding sentence, and the Attorneys General agree to provide a copy of such writing to TJX within thirty (30) days of its execution.

I. Entire Agreement. This Assurance is entered into by the parties as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance. This Assurance sets forth the entire agreement between the parties. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto, except for the agreement dated January 19, 2007 by and among the parties hereto, which shall remain in full force and effect.

J. Counterparts. This Assurance may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

K. Mutually Drafted. This Assurance shall be deemed to have been mutually drafted by TJX and the Attorneys General and shall not be construed against either party as the author thereof.

L. Titles and Headers. The titles and headers in this Assurance are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the document.

M. References to Attorneys General. Any references in this Assurance to the "Attorneys General" shall mean each and all Attorneys General, unless otherwise expressly provided.

N. Distribution. Within thirty (30) business days following the Effective Date of this Assurance, TJX shall deliver a copy of this Assurance to each of its current officers of the rank of executive vice president or above and each member of its Board of Directors.

O. Notices/Delivery of Documents. Whenever TJX shall provide notice to the Attorneys General under this Assurance, that requirement shall be satisfied by TJX's sending notice to the Designated Representative Attorney General, who shall be responsible for distributing such notice consistent with the terms of this Assurance to the other Attorneys General as they may agree. Any notices or other documents sent to TJX pursuant to this Assurance shall be sent to the following address: The TJX Companies, Inc., 770 Cochituate Road, Framingham, Massachusetts 01701, Attn.: General Counsel, Ann McCauley, Esq., with a copy to Ropes & Gray LLP, Attn.: Harvey Wolkoff, Esq. and Lisa M. Ropple, Esq., One International Place, Boston, Massachusetts 02110 (after August 2010, 800 Boylston Street, The Prudential Center, Boston, Massachusetts 02199-8103). Any notices or other documents sent to the Attorneys General pursuant to this Assurance shall be sent to the following address: Chief, Consumer Protection Division, Office of the Attorney General for the Commonwealth of Massachusetts, One Ashburton Place, Boston, Massachusetts 02108. All notices or other documents to be provided under this Assurance shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been

deemed to be sent upon mailing, as defined in the prior two sentences. Any party may update its address by sending written notice to the other parties.

P. Changes in Corporate Structure. For three (3) years following the Effective Date of this Assurance TJX agrees to notify the Attorneys General in writing of any changes in the corporate structure of TJX and its Subsidiaries that may affect its compliance with the obligations arising out of this Assurance within sixty (60) business days of such change. TJX will not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Assurance or for the purpose of circumventing this Assurance.

Q. Court Costs. To the extent there are any, TJX agrees to pay all court costs associated with the filing (if legally required) of this Assurance. No court costs, if any, shall be taxed against the Attorney General.

IN WITNESS WHEREOF, TJX and the States, through their fully authorized representatives, have agreed to this Assurance:

THE TJX COMPANIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

_____
TROY KING
Attorney General
State of Alabama
Date: _____

_____
TERRY GODDARD
Attorney General
State of Arizona
Date: _____

_____
DUSTIN MCDANIEL
Attorney General
State of Arkansas
Date: _____

_____
EDMUND G. BROWN, JR.
Attorney General
State of California
Date: _____

_____
JOHN SUTHERS
Attorney General
State of Colorado
Date: _____

_____
RICHARD BLUMENTHAL
Attorney General
State of Connecticut
Date: _____

_____
JOSEPH R. BIDEN III
Attorney General
State of Delaware
Date: _____

_____
PETER J. NICKLES
Acting Attorney General
For the District of Columbia
Date: _____

_____
BILL MCCOLLUM
Attorney General
State of Florida
Date: _____

_____
STEPHEN H. LEVINS
Executive Director, Office of Consumer Protection
State of Hawaii
Date: _____

LAWRENCE WASDEN
Attorney General
State of Idaho
Date: _____

LISA MADIGAN
Attorney General
State of Illinois
Date: _____

TOM MILLER
Attorney General
State of Iowa
Date: _____

JANET T. MILLS
Attorney General
State of Maine
Date: _____

DOUGLAS F. GANSLER
Attorney General
State of Maryland
Date: _____

MARTHA COAKLEY
Attorney General
Commonwealth of Massachusetts
Date: _____

MICHAEL A. COX
Attorney General
State of Michigan
Date: _____

JIM HOOD
Attorney General
State of Mississippi
Date: _____

JEREMIAH W. NIXON
Attorney General
State of Missouri
Date: _____

MIKE MCGRATH
Attorney General
State of Montana
Date: _____

JON BRUNING
Attorney General
State of Nebraska
Date: _____

CATHERINE CORTEZ MASTO
Attorney General
State of Nevada
Date: _____

KELLY AYOTTE
Attorney General
State of New Hampshire
Date: _____

ANNE MILGRAM
Attorney General
State of New Jersey
Date: _____

GARY KING
Attorney General
State of New Mexico
Date: _____

ANDREW CUOMO
Attorney General
State of New York
Date: _____

ROY COOPER
Attorney General
State of North Carolina
Date: _____

WAYNE STENEHJEM
Attorney General
State of North Dakota
Date: _____

RICHARD CORDRAY
Attorney General
State of Ohio
Date: _____

W.A. DREW EDMONDSON
Attorney General
State of Oklahoma
Date: _____

JOHN KROGER
Attorney General
State of Oregon
Date: _____

TOM CORBETT
Attorney General
Commonwealth of Pennsylvania
Date: _____

PATRICK C. LYNCH
Attorney General
State of Rhode Island
Date: _____

LARRY LONG
Attorney General
State of South Dakota
Date: _____

ROBERT E. COOPER, JR.
Attorney General
State of Tennessee
Date: _____

GREG ABBOTT
Attorney General
State of Texas
Date: _____

WILLIAM H. SORRELL
Attorney General
State of Vermont
Date: _____

ROB MCKENNA
Attorney General
State of Washington
Date: _____

DARRELL V. MCGRAW, JR.
Attorney General
State of West Virginia
Date: _____

J.B. VAN HOLLEN
Attorney General
State of Wisconsin
Date: _____

JAMES D. CALDWELL
Attorney General
State of Louisiana
Date: _____

IN WITNESS WHEREOF, TJX and the States, through their fully authorized representatives, have agreed to this Assurance:

THE TJX COMPANIES, INC.

By: Ann McCauley

Name: Ann McCauley

Title: Executive Vice President, General Counsel

Date: 6/22/09

COMMONWEALTH OF MASSACHUSETTS
ATTORNEY GENERAL MARTHA COAKLEY

By: Margret Cooke / jm
Margret Cooke, Assistant Attorney General

Date: May 27, 2009