

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended January 30, 2021

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 1-6049



TARGET CORPORATION

(Exact name of registrant as specified in its charter)

Minnesota

(State or other jurisdiction of incorporation or organization)

1000 Nicollet Mall, Minneapolis, Minnesota

(Address of principal executive offices)

41-0215170

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

55403

(Zip Code)

Registrant's telephone number, including area code: 612/304-6073

Former name, former address and former fiscal year, if changed since last report: N/A

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0833 per share	TGT	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 ☒

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

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, smaller reporting company, or an emerging growth company (as defined 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

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 stock held by non-affiliates of the registrant as of July 31, 2020, was \$62,803,635,300 based on the closing price of \$125.88 per share of Common Stock as reported on the New York Stock Exchange Composite Index.

Indicate the number of shares outstanding of each of registrant's classes of Common Stock, as of the latest practicable date. Total shares of Common Stock, par value \$0.0833, outstanding as of March 4, 2021, were 498,616,180.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of Target's Proxy Statement for the Annual Meeting of Shareholders to be held on June 9, 2021, are incorporated into Part III.

## TABLE OF CONTENTS

### PART I

<u>Item 1</u>	<u>Business</u>	<u>2</u>
<u>Item 1A</u>	<u>Risk Factors</u>	<u>5</u>
<u>Item 1B</u>	<u>Unresolved Staff Comments</u>	<u>11</u>
<u>Item 2</u>	<u>Properties</u>	<u>12</u>
<u>Item 3</u>	<u>Legal Proceedings</u>	<u>13</u>
<u>Item 4</u>	<u>Mine Safety Disclosures</u>	<u>13</u>
<u>Item 4A</u>	<u>Executive Officers</u>	<u>14</u>

### PART II

<u>Item 5</u>	<u>Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	<u>15</u>
<u>Item 6</u>	<u>Selected Financial Data</u>	<u>16</u>
<u>Item 7</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>16</u>
<u>Item 7A</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	<u>30</u>
<u>Item 8</u>	<u>Financial Statements and Supplementary Data</u>	<u>31</u>
<u>Item 9</u>	<u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	<u>60</u>
<u>Item 9A</u>	<u>Controls and Procedures</u>	<u>60</u>
<u>Item 9B</u>	<u>Other Information</u>	<u>61</u>

### PART III

<u>Item 10</u>	<u>Directors, Executive Officers and Corporate Governance</u>	<u>62</u>
<u>Item 11</u>	<u>Executive Compensation</u>	<u>62</u>
<u>Item 12</u>	<u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	<u>62</u>
<u>Item 13</u>	<u>Certain Relationships and Related Transactions, and Director Independence</u>	<u>62</u>
<u>Item 14</u>	<u>Principal Accountant Fees and Services</u>	<u>62</u>

### PART IV

<u>Item 15</u>	<u>Exhibits, Financial Statement Schedules</u>	<u>63</u>
----------------	--	-----------

### SIGNATURES

67

## PART I

### Item 1. Business

#### General

Target Corporation (Target, the Corporation or the Company) was incorporated in Minnesota in 1902. We offer to our customers, referred to as "guests," everyday essentials and fashionable, differentiated merchandise at discounted prices. Our ability to deliver a preferred shopping experience to our guests is supported by our supply chain and technology, our devotion to innovation, our loyalty offerings and suite of fulfillment options, and our disciplined approach to managing our business and investing in future growth. We operate as a single segment designed to enable guests to purchase products seamlessly in stores or through our digital channels. Since 1946, we have given 5 percent of our profit to communities.

#### Financial Highlights

For information on key financial highlights, see [Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations](#) (MD&A).

#### Seasonality

A larger share of annual revenues and earnings traditionally occurs in the fourth quarter because it includes the November and December holiday sales period.

#### Merchandise

We sell a wide assortment of general merchandise and food. The majority of our general merchandise stores offer an edited food assortment, including perishables, dry grocery, dairy, and frozen items. Nearly all of our stores larger than 170,000 square feet offer a full line of food items comparable to traditional supermarkets. Our small format stores, generally smaller than 50,000 square feet, offer curated general merchandise and food assortments. Our digital channels include a wide merchandise assortment, including many items found in our stores, along with a complementary assortment.

A significant portion of our sales is from national brand merchandise. Approximately one-third of 2020 sales was related to our owned and exclusive brands, including but not limited to the following:

#### Owned Brands

A New Day™	Hearth & Hand™ with Magnolia	Shade & Shore™
All in Motion™	heyday™	Simply Balanced™
Archer Farms™	Hyde & EEK! Boutique™	Smartly™
Art Class™	JoyLab™	Smith & Hawken™
Auden™	Knox Rose™	Sonia Kashuk™
Ava & Viv™	Kona Sol™	Spritz™
Boots & Barkley™	Made By Design™	Stars Above™
Bullseye's Playground™	Market Pantry™	Sun Squad™
Casaluna™	More Than Magic™	Threshold™
Cat & Jack™	Opalhouse™	Universal Thread™
Cloud Island™	Open Story™	up & up™
Colsie™	Original Use™	Wild Fable™
Embark™	Pillowfort™	Wondershop™
Everspring™	Project 62™	Xhilaration™
Good & Gather™	Prologue™	
Goodfellow & Co™	Room Essentials™	

#### Exclusive Adult Beverage Brands

California Roots™	Rosé Bae™	Wine Cube™
Mystic Reef™	The Collection™	

We also sell merchandise through periodic exclusive design and creative partnerships and generate revenue from in-store amenities such as Target Café and leased or licensed departments such as Target Optical, Starbucks, and other food service offerings. CVS Pharmacy, Inc. (CVS) operates pharmacies and clinics in our stores under a perpetual operating agreement from which we generate annual occupancy income. In 2020, we announced a partnership with Ulta Beauty under which we will operate *Ulta Beauty at Target*, a shop-in-shop experience debuting on Target.com and in more than 100 Target locations beginning in 2021, with plans to scale to hundreds more over time.

### Customer Loyalty Programs

Our guests receive a 5 percent discount on nearly all purchases and receive free shipping at Target.com when they use their Target Debit Card, Target Credit Card, or Target™ MasterCard® (collectively, RedCards™). We also seek to drive customer loyalty and trip frequency through our Target Circle program, where members earn 1 percent rewards on nearly all non-RedCard purchases, among other benefits.

### Distribution

The vast majority of merchandise is distributed to our stores through our network of distribution centers. Common carriers ship merchandise to and from our distribution centers. Vendors or third-party distributors ship certain food items and other merchandise directly to our stores. Merchandise sold through our digital channels is distributed to our guests via common carriers (from stores, distribution centers, vendors, and third-party distributors), delivery via our wholly owned subsidiary, Shipt, Inc. (Shipt), and through guest pick-up at our stores. Our stores fulfill the majority of the digitally originated sales, which allows improved product availability, faster fulfillment times, reduced shipping costs, and allows us to offer guests a suite of same-day fulfillment options such as Order Pickup, Drive Up, and Shipt.

### Human Capital Management

At Target, our purpose is to help all families discover the joy of everyday life. In support of this purpose we invest in our team, our most important asset, by giving them opportunities to grow professionally, take care of themselves, each other and their families, and to make a difference for our guests and our communities. We are among the largest private employers in the U.S., and our workforce has varying goals and expectations of their employment relationship, from team members looking to build a career to students, retirees and others who are seeking to supplement their income in an enjoyable atmosphere. We seek to be an employer of choice to attract and retain top talent no matter their objectives in seeking employment. To that end, we strive to foster an engaged, diverse, inclusive, safe, purpose-driven culture where employees, referred to as "team members," have equitable opportunities for success.

As of January 30, 2021, we employed approximately 409,000 full-time, part-time, and seasonal team members. Because of the seasonal nature of the retail business, employment levels peak in the holiday season. We also engage independent contractors, most notably in our Shipt subsidiary.

#### *Talent Development and Engagement*

We offer a compelling work environment with meaningful experiences and abundant growth and career-development opportunities. This starts with the opportunity to do challenging work and learn on the job and is supplemented by programs and continuous learning that help our team build skills at all levels, including programs focused on specialized skill development, leadership opportunities, coaching, and mentoring. Our talent and succession planning process supports the development of a diverse talent pipeline for leadership and other critical roles. We monitor our team members' perceptions of these commitments through a number of surveys and take steps to address areas needing improvement.

### *Diversity and Inclusion*

We champion workplace diversity and inclusion and focus on developing, advancing, and recruiting diverse talent. We monitor the representation of women and racially or ethnically diverse team members at different levels throughout the company and disclose the composition of our team in our annual Workforce Diversity Report (which, beginning with our 2019 report, includes demographic information using the categories disclosed in our EEO-1 report). Developing teams where team members feel heard, respected, and included is a core Target value and is also fundamental to creating an inclusive guest experience.

### *Compensation and Benefits*

Our compensation and benefits are designed to support the financial, mental, and physical well-being of our team members and their families. We believe in paying team members equitably, regardless of gender, race or ethnicity, and we regularly review the pay data of U.S. team members to confirm that we are doing so. Our compensation packages include a \$15 per-hour minimum starting wage for US hourly team members (who comprise the vast majority of our team), a 401(k) plan with matching contributions up to five percent of eligible earnings, paid vacation and holidays, family leave, merchandise and other discounts, disability insurance, life insurance, healthcare and dependent care flexible spending accounts, tuition reimbursement, various team member assistance programs, an annual short-term incentive program, long-term equity awards, and health insurance benefits. Eligibility for, and the level of, benefits vary depending on team members' full-time or part-time status, work location, compensation level, and tenure.

### *Workplace Health and Safety*

We strive to maintain a safe and secure work environment and have specific safety programs. This includes administering a comprehensive occupational injury- and illness-prevention program and training for team members.

### *COVID-19*

In 2020 we invested more than \$1 billion in the well-being, health, and safety of our team members and guests. We extended certain benefits to our team members in light of the COVID-19 pandemic, including bonuses, fully-paid leaves for up to 30 days, free back-up dependent care, and a variety of mental, emotional, and physical wellness resources. We also enacted dozens of safety, social distancing, and cleaning measures designed to protect our team and guests during the COVID-19 pandemic.

### **Working Capital**

Effective inventory management is key to our ongoing success, and we use various techniques including demand forecasting and planning and various forms of replenishment management. We achieve effective inventory management by staying in-stock in core product offerings, maintaining positive vendor relationships, and carefully planning inventory levels for seasonal and apparel items to minimize markdowns.

The [Liquidity and Capital Resources](#) section in MD&A provides additional details.

### **Competition**

We compete with traditional and internet retailers, including department stores, off-price general merchandise retailers, wholesale clubs, category-specific retailers, drug stores, supermarkets, and other forms of retail commerce. Our ability to positively differentiate ourselves from other retailers and provide compelling value to our guests largely determines our competitive position within the retail industry.

### **Intellectual Property**

Our brand image is a critical element of our business strategy. Our principal trademarks, including Target, our "Expect More. Pay Less." brand promise, and our "Bullseye Design," have been registered with the United States (U.S.) Patent and Trademark Office. We also seek to obtain and preserve intellectual property protection for our brands.

## Geographic Information

Nearly all of our revenues are generated within the U.S. The vast majority of our property and equipment is located within the U.S.

## Available Information

Our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act are available free of charge at [investors.target.com](http://investors.target.com) as soon as reasonably practicable after we file such material with, or furnish it to, the U.S. Securities and Exchange Commission (SEC). In addition, the SEC maintains a website (<http://www.sec.gov>) that contains information we electronically file with, or furnish to, the SEC. Our Corporate Governance Guidelines, Code of Ethics, Corporate Responsibility Report, and the charters for the committees of our Board of Directors are also available free of charge in print upon request or at [investors.target.com](http://investors.target.com). Information on our website is not part of this or any other report we file with, or furnish to, the SEC.

## Item 1A. Risk Factors

Our business is subject to many risks. Set forth below are the material risks we face. Risks are listed in the categories where they primarily apply, but other categories may also apply.

### Competitive and Reputational Risks

**Our continued success is dependent on positive perceptions of Target which, if eroded, could adversely affect our business and our relationships with our guests and team members.**

We believe that one of the reasons our shareholders, guests, team members, and vendors choose Target is the positive reputation we have built over many years for serving those different constituencies and the communities in which we operate. To be successful in the future, we must continue to preserve Target's reputation. Our reputation is based in large part on perceptions, and broad access to social media makes it easy for anyone to provide public feedback that can influence perceptions of Target. It may be difficult to control negative publicity, regardless of whether it is accurate. Target's position or perceived lack of position on social, environmental, public policy or other sensitive issues, and any perceived lack of transparency about those matters, could harm our reputation. While reputations may take decades to build, negative incidents can quickly erode trust and confidence and can result in consumer boycotts, governmental investigations, or litigation. In addition, vendors and others with whom we do business may affect our reputation. For example, CVS operates clinics and pharmacies within our stores, and our guests' perceptions of and experiences with CVS may affect our reputation. Negative reputational incidents could adversely affect our business through lost sales, loss of new store and development opportunities, or team member retention and recruiting difficulties.

**If we are unable to positively differentiate ourselves from other retailers, our results of operations could be adversely affected.**

We have been able to compete successfully by differentiating our guests' shopping experience through a careful combination of price, merchandise assortment, store environment, convenience, guest service, loyalty programs, and marketing efforts. Guest perceptions regarding the cleanliness and safety of our stores, the functionality, reliability, and speed of our digital channels and fulfillment options, our in-stock levels, and the value of our promotions are among the factors that affect our ability to compete. In addition, our ability to create a personalized guest experience through the collection and use of accurate and relevant guest data is important to our ability to differentiate from other retailers. No single competitive factor is dominant, and actions by our competitors on any of these factors or the failure of our strategies could adversely affect our sales, gross margins, and expenses.

Our owned and exclusive brand products help differentiate us from other retailers, generally carry higher margins than equivalent national brand products and represent a significant portion of our overall sales. If we are unable to successfully develop, support, and evolve our owned and exclusive brands, if one or more of these brands experiences a loss of consumer acceptance or confidence, or if we are unable to successfully protect our intellectual property rights, our sales and gross margins could be adversely affected.

The retail industry's continuing migration to digital channels has affected the ways we differentiate from other retailers. In particular, consumers are able to quickly and conveniently comparison shop and determine real-time product availability using digital tools, which can lead to decisions based solely on price or the functionality of the digital tools. Consumers may also use third-party channels or devices, such as voice assistants and smart home devices, to initiate shopping searches and place orders, which could sometimes make us dependent on the capabilities and search algorithms of those third parties to reach those consumers. Any difficulties in executing our differentiation efforts, actions by our competitors in response to these efforts, or failures by vendors in managing their own channels, content and technology systems to support these efforts could adversely affect our sales, gross margins, and expenses.

**If we are unable to successfully provide a relevant and reliable experience for our guests across multiple channels, our sales, results of operations and reputation could be adversely affected.**

Our business has evolved from an in-store experience to interaction with guests across multiple channels (in-store, online, mobile, social media, voice assistants, and smart home devices, among others). Our guests are using those channels to shop with us and provide feedback and public commentary about our business. We must anticipate and meet changing guest expectations and counteract developments and investments by our competitors. Our evolving retailing efforts include implementing technology, software and processes to be able to conveniently and cost-effectively fulfill guest orders directly from any point within our system of stores and distribution centers and from our vendors. We also need to collect accurate, relevant, and usable guest data to personalize our offerings. Providing multiple fulfillment options and implementing new technology is complex and may not meet expectations for accurate order fulfillment, faster and guaranteed delivery times, low-cost or free shipping, and desired payment methods. Even when we are successful in meeting expectations for fulfillment, if we are unable to offset increased costs of fulfilling orders outside of our traditional in-store channel with efficiencies, cost-savings or expense reductions, our results of operations could be adversely affected.

**If we do not anticipate and respond quickly to changing consumer preferences, our sales and profitability could suffer.**

A large part of our business is dependent on our ability to make trend-right decisions and effectively manage our inventory in a broad range of merchandise categories, including apparel, accessories, home décor, electronics, toys, seasonal offerings, food, and others. If we do not obtain accurate and relevant data on guest preferences, predict and quickly respond to changing consumer tastes, preferences, spending patterns and other lifestyle decisions, emphasize the correct categories, implement competitive and effective pricing and promotion strategies, or personalize our offerings to our guests, we may experience lost sales, spoilage, and increased inventory markdowns, which could adversely affect our results of operations.

### **Investments and Infrastructure Risks**

**If our capital investments in remodeling existing stores, building new stores, and improving technology and supply chain infrastructure do not achieve appropriate returns, our competitive position, financial condition and results of operations could be adversely affected.**

Our business depends, in part, on our ability to remodel existing stores and build new stores in a manner that achieves appropriate returns on our capital investment. Our store remodel program is large and is being implemented using a custom approach based on the condition of each store and characteristics of the surrounding neighborhood. When building new stores, we compete with other retailers and businesses for suitable locations for our stores. Pursuing the wrong remodel or new store opportunities and any delays, cost increases, disruptions or other uncertainties related to those opportunities could adversely affect our results of operations.

We are making, and expect to continue to make, significant investments in technology and selective acquisitions to improve guest experiences across multiple channels and improve the speed, accuracy, and cost efficiency of our supply chain and inventory management systems. The effectiveness of these investments can be less predictable than remodeling stores, and might not provide the anticipated benefits or desired rates of return. In addition, if we are unable to successfully protect any intellectual property rights resulting from our investments, the value received from those investments may be eroded, which could adversely affect our financial condition.



Pursuing the wrong investment opportunities, being unable to make new concepts scalable, making an investment commitment significantly above or below our needs, or failing to effectively incorporate acquired businesses into our business could result in the loss of our competitive position and adversely affect our financial condition or results of operations.

**A significant disruption in our computer systems and our inability to adequately maintain and update those systems could adversely affect our operations and negatively affect our guests.**

We rely extensively on computer systems throughout our business. We also rely on continued and unimpeded access to the Internet to use our computer systems. Our systems are subject to damage or interruption from power outages, telecommunications failures, computer viruses, malicious attacks, security breaches, catastrophic events, and implementation errors. If our systems are damaged, disrupted or fail to function properly or reliably, we may incur substantial repair or replacement costs, experience data loss or theft and impediments to our ability to manage inventories or process guest transactions, and encounter lost guest confidence, which could require additional promotional activities to attract guests and otherwise adversely affect our results of operations. We continually invest to maintain and update our computer systems. Implementing significant system changes increases the risk of computer system disruption. The potential problems and interruptions associated with implementing technology initiatives, as well as providing training and support for those initiatives, could disrupt or reduce our operational efficiency, and could negatively impact guest experience and guest confidence. For example, in the past we have experienced disruptions in our point-of-sale system that prevented our ability to process debit or credit transactions, negatively impacted some guests' experiences, and generated negative publicity.

**Information Security, Cybersecurity, and Data Privacy Risks**

**If our efforts to provide information security, cybersecurity, and data privacy are unsuccessful or if we are unable to meet increasingly demanding regulatory requirements, we may face additional costly government enforcement actions and private litigation, and our reputation and results of operations could suffer.**

We regularly receive and store information about our guests, team members, vendors, and other third parties. We have programs in place to detect, contain, and respond to data security incidents. However, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may be difficult to detect for long periods of time, we may be unable to anticipate these techniques or implement adequate preventive measures. In addition, hardware, software, or applications we develop or procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security, cybersecurity, and data privacy. Unauthorized parties may also attempt to gain access to our systems or facilities, or those of third parties with whom we do business, through fraud, trickery, or other forms of deceiving our team members, contractors, and vendors.

Prior to 2013, all data security incidents we encountered were insignificant. Our 2013 data breach was significant and went undetected for several weeks. Both we and our vendors have had data security incidents since the 2013 data breach; however, to date these other incidents have not been material to our results of operations. Based on the prominence and notoriety of the 2013 data breach, even minor additional data security incidents could draw greater scrutiny. If we, our vendors, or other third parties with whom we do business experience additional significant data security incidents or fail to detect and appropriately respond to significant incidents, we could be exposed to additional government enforcement actions and private litigation. In addition, our guests could lose confidence in our ability to protect their information, discontinue using our RedCards or loyalty programs, or stop shopping with us altogether, which could adversely affect our reputation, sales, and results of operations.

The legal and regulatory environment regarding information security, cybersecurity, and data privacy is increasingly demanding and has enhanced requirements for using and treating personal data. Complying with data protection requirements, such as those imposed by a variety of state laws, may cause us to incur substantial costs, require changes to our business practices, limit our ability to obtain data used to provide a differentiated guest experience, and expose us to further litigation and regulatory risks, each of which could adversely affect our results of operations.



## **Supply Chain and Third-Party Risks**

**Changes in our relationships with our vendors, changes in tax or trade policy, interruptions in our operations or supply chain or increased commodity or supply chain costs could adversely affect our results of operations.**

We are dependent on our vendors, including common carriers, to supply merchandise to our distribution centers, stores, and guests. As we continue to add capabilities to quickly move the appropriate amount of inventory at optimal operational costs through our entire supply chain, operating our fulfillment network becomes more complex and challenging. If our fulfillment network does not operate properly, if a vendor fails to deliver on its commitments, or if common carriers have difficulty providing capacity to meet demands for their services like they experienced at times during 2020, we could experience merchandise out-of-stocks, delivery delays or increased delivery costs, which could lead to lost sales and decreased guest confidence, and adversely affect our results of operations.

A large portion of our merchandise is sourced, directly or indirectly, from outside the U.S., with China as our single largest source. Any major changes in tax or trade policy, such as the imposition of additional tariffs or duties on imported products, between the U.S. and countries from which we source merchandise could require us to take certain actions, including for example raising prices on products we sell and seeking alternative sources of supply from vendors in other countries with whom we have less familiarity, which could adversely affect our reputation, sales, and our results of operations.

Political or financial instability, currency fluctuations, the outbreak of pandemics or other illnesses (such as the COVID-19 pandemic), labor unrest, transport capacity and costs, port security, weather conditions, natural disasters, or other events that could alter or suspend our operations, slow or disrupt port activities, or affect foreign trade are beyond our control and could materially disrupt our supply of merchandise, increase our costs, and/or adversely affect our results of operations. There have been periodic labor disputes impacting the U.S. ports that have caused us to make alternative arrangements to continue the flow of inventory, and if these types of disputes recur, worsen, or occur in other countries through which we source products, it may have a material impact on our costs or inventory supply. Changes in the costs of procuring commodities used in our merchandise or the costs related to our supply chain, could adversely affect our results of operations.

**A disruption in relationships with third-party service providers could adversely affect our operations.**

We rely on third parties to support our business, including portions of our technology infrastructure, development and support, our digital platforms and fulfillment operations, credit and debit card transaction processing, extensions of credit for our 5% RedCard Rewards loyalty program, the clinics and pharmacies operated by CVS within our stores, the infrastructure supporting our guest contact centers, aspects of our food offerings, and delivery services. If we are unable to contract with third parties having the specialized skills needed to support those strategies or integrate their products and services with our business, or if they fail to meet our performance standards and expectations, then our reputation and results of operations could be adversely affected. For example, if our guests unfavorably view CVS's operations, our ability to discontinue the relationship is limited and our results of operations could be adversely affected.

## **Legal, Regulatory, Global and Other External Risks**

**The COVID-19 pandemic has affected our business in many different ways, and may continue to amplify the risks and uncertainties facing our business and their potential impact on our financial position, results of operations, and cash flows.**

The COVID-19 pandemic has significantly affected U.S. consumer shopping patterns and caused the overall health of the U.S. economy to deteriorate. In 2020, our sales growth was most pronounced in lower margin categories with an increased percentage originated through our digital channels. While some of the changes in guest shopping patterns in connection with the COVID-19 pandemic may be temporary, others could become long-lasting. If the shifts in our category sales mix to lower-margin merchandise and fulfilling a significantly larger percentage of our sales through digital channels become long-lasting and we are unable to offset the lower margin and increased costs of fulfilling orders outside of our traditional in-store channel with efficiencies, cost-savings, or expense reductions, our results of operations could be adversely affected.

Shifts in shopping patterns during the COVID-19 pandemic have also significantly affected our inventory position and disrupted our supply chain. At times we have been unable to procure certain merchandise items in the quantities our guests seek, including those most in demand due to the COVID-19 pandemic. If we have additional times where we are unable to re-stock those products for an extended period, it may lead to lost sales and negatively affect our results of operations. For other products with demand below historic levels, many of which are in higher-margin categories such as Apparel and Accessories, we took actions to help manage that inventory, such as slowing or cancelling purchase orders and paying related cancellation fees, asking vendors to store excess inventory on their premises, and accelerating markdowns of inventory. Those increased costs, along with lost sales for those higher-margin products, have at times negatively affected, and may continue to negatively affect, our profitability. Our vendors have been and may be affected by the COVID-19 pandemic in differing ways. Some financially distressed vendors may be unable to survive the COVID-19 pandemic, which would require us to seek alternative vendors, while others are having difficulty supplying us products in the quantities our guests seek, which could negatively affect our results of operations.

Nearly all of our stores, digital channels, and distribution centers have remained open during the COVID-19 pandemic. We have incurred significant SG&A expenses related to efforts to protect the health and well-being of our guests and team members. Most of our headquarters operations have transitioned to remote working arrangements, which has amplified our already extensive reliance on computer systems and on our continued and unimpeded access to the Internet to use those systems. During parts of the COVID-19 pandemic, we have had to temporarily alter other parts of our operations, including adjusting our in-store returns process, suspending physical inventory counts at our stores, metering guest traffic, reducing store hours, and, in some locations, restricting access to “non-essential” sections of our stores due to emergency state or local operating restrictions. Those temporary alterations to our operations have at times negatively affected, and in the future could negatively affect, the guest experience, sales, and our results of operations. In addition, if guests or team members have negative perceptions about the cleanliness and safety of our stores in light of the COVID-19 pandemic, our reputation, the guest experience, sales, and our results of operations could be adversely affected.

During the COVID-19 pandemic some of our competitors were forced to temporarily suspend or limit their operations. In addition, many guests significantly reduced their spending on dining, travel, lodging, and other leisure activities outside their homes. Both of those factors may have contributed to our increased sales during the COVID-19 pandemic. As our competitors return to full operations and guests return to spending on those other categories, it could lead to lower sales than we experienced during the COVID-19 pandemic, which could negatively affect our results of operations.

A continued and prolonged deterioration in the health in the U.S. economy could lead to a reduction in our sales in the future, which could magnify any negative effects of the COVID-19 pandemic on our results of operations and negatively and materially affect additional areas of our business, such as asset impairment evaluations and the amount of credit card profit-sharing revenue payments we receive from TD Bank Group (TD).

The full extent of the impact of the COVID-19 pandemic on our business, financial position, and results of operations may not be known for an extended period and will depend on future developments, many of which are outside of our control, including the duration and spread of the COVID-19 pandemic, the availability and effectiveness of the COVID-19 vaccines, and related actions taken by the U.S., state, local, and international governments, which are uncertain and cannot be predicted. If the COVID-19 pandemic continues without improvement or worsens, its impacts could be more prolonged and may become more severe. The fluidity of this situation limits our ability to predict the ultimate impact of COVID-19 on our business, financial condition, and financial performance, which could be material.

#### **Our earnings depend on the state of macroeconomic conditions and consumer confidence in the U.S.**

Nearly all of our sales are in the U.S., making our results highly dependent on U.S. consumer confidence and the health of the U.S. economy. Deterioration in macroeconomic conditions or consumer confidence could negatively affect our business in many ways, including slowing sales growth, reducing overall sales, and reducing gross margins.

These same considerations impact the success of our credit card program. We share in the profits generated by the credit card program with TD, which owns the receivables generated by our proprietary credit cards. Deterioration in macroeconomic conditions or changes in consumer preferences concerning our credit card program could adversely affect the volume of new credit accounts, the amount of credit card program balances, and the ability of credit card holders to pay their balances. These conditions could result in us receiving lower profit-sharing payments.

**Uncharacteristic or significant weather conditions, natural disasters, and other catastrophic events could adversely affect our results of operations.**

Uncharacteristic or significant weather conditions can affect consumer shopping patterns, particularly in apparel and seasonal items, which could lead to lost sales or greater than expected markdowns and adversely affect our short-term results of operations. In addition, three of our largest states by total sales are California, Texas and Florida, areas where natural disasters are more prevalent. Natural disasters in those states or in other areas where our sales or operations are concentrated could result in significant physical damage to or closure of one or more of our stores, distribution centers, facilities, or key vendors. In addition, natural disasters and other catastrophic events, such as the COVID-19 pandemic, in areas where we or our vendors have operations, could cause delays in the distribution of merchandise from our vendors to our distribution centers, stores, and guests, affect consumer purchasing power, or reduce consumer demand, which could adversely affect our results of operations by increasing our costs and lowering our sales.

**We rely on a large, global, and changing workforce of team members, contractors, and temporary staffing. If we do not effectively manage our workforce and the concentration of work in certain global locations, our labor costs and results of operations could be adversely affected.**

With over 350,000 team members, our workforce costs represent our largest operating expense, and our business is dependent on our ability to attract, train, and retain the appropriate mix of qualified team members, contractors, and temporary staffing and effectively organize and manage those resources as our business and strategic priorities change. Many team members are in entry-level or part-time positions with historically high turnover rates. Our ability to meet our changing labor needs while controlling our costs is subject to external factors such as labor laws and regulations, unemployment levels, prevailing wage rates, benefit costs, changing demographics, and our reputation and relevance within the labor market. If we are unable to attract and retain a workforce meeting our needs, our operations, guest service levels, support functions, and competitiveness could suffer and our results of operations could be adversely affected. We are periodically subject to labor organizing efforts. If we become subject to one or more collective bargaining agreements in the future, it could adversely affect our labor costs and how we operate our business. In addition to our United States operations, we have support offices in India and China, and any extended disruption of our operations in our different locations, whether due to labor difficulties or otherwise, could adversely affect our operations and financial results.

**Failure to address product safety and sourcing concerns could adversely affect our sales and results of operations.**

If our merchandise offerings do not meet applicable safety standards or Target's or our guests' expectations regarding safety, supply chain transparency and responsible sourcing, we could experience lost sales and increased costs and be exposed to legal and reputational risk. All of our vendors must comply with applicable product safety laws, and we are dependent on them to ensure that the products we buy comply with all safety standards. Events that give rise to actual, potential or perceived product safety concerns, including food or drug contamination and product defects, could expose us to government enforcement action or private litigation and result in costly product recalls and other liabilities. Our sourcing vendors, including any third parties selling through our digital channels, must also meet our expectations across multiple areas of social compliance, including supply chain transparency and responsible sourcing. We have a social compliance audit process that perform audits on a regular basis, but we cannot continuously monitor every vendor, so we are also dependent on our vendors to ensure that the products we buy comply with our standards. If we need to seek alternative sources of supply from vendors with whom we have less familiarity, the risk of our standards not being met may increase. Negative guest perceptions regarding the safety and sourcing of the products we sell and events that give rise to actual, potential or perceived compliance and social responsibility concerns could hurt our reputation, result in lost sales, cause our guests to seek alternative sources for their needs, and make it difficult and costly for us to regain the confidence of our guests.

**Our failure to comply with federal, state, local, and international laws, or changes in these laws could increase our costs, reduce our margins, and lower our sales.**

Our business is subject to a wide array of laws and regulations.

Our expenses could increase and our operations could be adversely affected by law changes or adverse judicial developments involving an employer's obligation to recognize collective bargaining units, minimum wage requirements, advance scheduling notice requirements, health care mandates, the classification of exempt and non-exempt employees, and the classification of workers as either employees or independent contractors (particularly as it applies to our Shipt subsidiary, a technology company that connects Shipt members through its online marketplace with a network of independent contractors who select, purchase, and deliver groceries and household essentials ordered from Target and other retailers). The classification of workers as employees or independent contractors in particular is an area that is experiencing legal challenges and legislative changes. If our Shipt subsidiary is required to treat its independent contractor network as employees, it could result in higher compensation and benefit costs.

Changes in the legal or regulatory environment affecting information security, cybersecurity and data privacy, product safety, payment methods and related fees, responsible sourcing, supply chain transparency, or environmental protection, among others, could cause our expenses to increase without an ability to pass through any increased expenses through higher prices. In addition, if we fail to comply with other applicable laws and regulations, including the Foreign Corrupt Practices Act and local anti-bribery laws, we could be subject to reputation and legal risk, including government enforcement action and class action civil litigation, which could adversely affect our results of operations by increasing our costs, reducing our margins, and lowering our sales.

### **Financial Risks**

**Increases in our effective income tax rate could adversely affect our business, results of operations, liquidity, and net income.**

A number of factors influence our effective income tax rate, including changes in tax law and related regulations, tax treaties, interpretation of existing laws, and our ability to sustain our reporting positions on examination. Changes in any of those factors could change our effective tax rate, which could adversely affect our net income. In addition, our operations outside of the U.S. may cause greater volatility in our effective tax rate.

**If we are unable to access the capital markets or obtain bank credit, our financial position, liquidity, and results of operations could suffer.**

We are dependent on a stable, liquid, and well-functioning financial system to fund our operations and capital investments. Our continued access to financial markets depends on multiple factors including the condition of debt capital markets, our operating performance, and maintaining strong credit ratings. If rating agencies lower our credit ratings, it could adversely affect our ability to access the debt markets, our cost of funds, and other terms for new debt issuances. Each of the credit rating agencies reviews its rating periodically, and there is no guarantee our current credit rating will remain the same. In addition, we use a variety of derivative products to manage our exposure to market risk, principally interest rate fluctuations. Disruptions or turmoil in the financial markets could reduce our ability to fund our operations and capital investments, and lead to losses on derivative positions resulting from counterparty failures, which could adversely affect our financial position and results of operations.

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

Not applicable.

**Item 2. Properties**

Stores as of January 30, 2021	Stores	Retail Sq. Ft. (in thousands)	Stores as of January 30, 2021	Stores	Retail Sq. Ft. (in thousands)
Alabama	22	3,132	Montana	7	777
Alaska	3	504	Nebraska	14	2,005
Arizona	46	6,080	Nevada	18	2,262
Arkansas	9	1,165	New Hampshire	9	1,148
California	307	36,968	New Jersey	47	5,992
Colorado	42	6,244	New Mexico	10	1,185
Connecticut	21	2,731	New York	87	10,289
Delaware	3	440	North Carolina	51	6,540
District of Columbia	5	342	North Dakota	4	554
Florida	126	17,142	Ohio	64	7,829
Georgia	50	6,814	Oklahoma	15	2,167
Hawaii	7	1,111	Oregon	20	2,312
Idaho	6	664	Pennsylvania	75	9,094
Illinois	99	12,131	Rhode Island	4	517
Indiana	32	4,185	South Carolina	19	2,359
Iowa	21	2,859	South Dakota	5	580
Kansas	17	2,385	Tennessee	30	3,816
Kentucky	14	1,571	Texas	153	21,029
Louisiana	15	2,120	Utah	14	1,950
Maine	5	630	Vermont	1	60
Maryland	40	4,960	Virginia	60	7,754
Massachusetts	49	5,506	Washington	40	4,424
Michigan	53	6,286	West Virginia	6	755
Minnesota	73	10,315	Wisconsin	36	4,427
Mississippi	6	743	Wyoming	2	187
Missouri	35	4,608			
			<b>Total</b>	<b>1,897</b>	<b>241,648</b>

**Stores and Distribution Centers as of January 30, 2021**

	Stores	Distribution Centers <sup>(a)</sup>
Owned	1,526	34
Leased	214	10
Owned buildings on leased land	157	—
<b>Total</b>	<b>1,897</b>	<b>44</b>

<sup>(a)</sup> The 44 distribution centers have a total of 54.3 million square feet.

We own our corporate headquarters buildings located in and around Minneapolis, Minnesota, and we lease and own additional office space elsewhere in Minneapolis and the U.S. We also lease office space in other countries. Our properties are in good condition, well maintained, and suitable to carry on our business.

For additional information on our properties, see the [Capital Expenditures](#) section in MD&A and [Notes 11](#) and [17](#) to [Part II, Item 8, Financial Statements and Supplementary Data](#) (the Financial Statements).

### Item 3. Legal Proceedings

The following proceedings are being reported pursuant to Item 103 of Regulation S-K:

The Federal Securities Law Class Actions and ERISA Class Actions described below relate to certain prior disclosures by Target about its expansion of retail operations into Canada (the Canada Disclosure).

#### Federal Securities Law Class Actions

On May 17, 2016 and May 24, 2016, Target Corporation and certain present and former officers were named as defendants in two purported federal securities law class actions (the Federal Securities Law Class Actions) filed in the U.S. District Court for the District of Minnesota (the Court). The lead plaintiff filed a Consolidated Amended Class Action Complaint (First Complaint) on November 14, 2016, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 relating to the Canada Disclosure and naming Target, its former chief executive officer, its present chief operating officer, and the former president of Target Canada as defendants. On March 19, 2018, the Court denied the plaintiff's motion to alter or amend the final judgment issued on July 31, 2017, dismissing the Federal Securities Law Class Actions. On April 18, 2018, the plaintiff appealed the Court's final judgment. On April 10, 2020, the U.S. Court of Appeals for the Eighth Circuit (the Appeals Court) affirmed the prior decision by the Court dismissing the Federal Securities Law Class Actions. The plaintiffs did not seek further review, so this matter is now concluded.

#### ERISA Class Actions

On July 12, 2016 and July 15, 2016, Target Corporation, the Plan Investment Committee and Target's current chief operating officer were named as defendants in two purported Employee Retirement Income Security Act of 1974 (ERISA) class actions filed in the Court. The plaintiffs filed an Amended Class Action Complaint (the First ERISA Class Action) on December 14, 2016, alleging violations of Sections 404 and 405 of ERISA relating to the Canada Disclosure and naming Target, the Plan Investment Committee, and seven present or former officers as defendants. The plaintiffs sought to represent a class consisting of all persons who were participants in or beneficiaries of the Target Corporation 401(k) Plan or the Target Corporation Ventures 401(k) Plan (collectively, the Plans) at any time between February 27, 2013 and May 19, 2014 and whose Plan accounts included investments in Target stock. The plaintiffs sought damages, an injunction and other unspecified equitable relief, and attorneys' fees, expenses, and costs, based on allegations that the defendants breached their fiduciary duties by failing to take action to prevent Plan participants from continuing to purchase Target stock during the class period at prices that allegedly were artificially inflated. After the Court dismissed the First ERISA Class Action on July 31, 2017, the plaintiffs filed a new ERISA Class Action (the Second ERISA Class Action) with the Court on August 30, 2017, which had substantially similar allegations, defendants, class representation, and damages sought as the First ERISA Class Action, except that the class period was extended to August 6, 2014. On June 15, 2018, the Court granted the motion by Target and the other defendants to dismiss the Second ERISA Class Action. On July 16, 2018, the plaintiffs appealed the Court's dismissal. On July 28, 2020, the Appeals Court affirmed the prior decision by the Court dismissing the Second ERISA Class Action. The plaintiffs did not seek further review, so this matter is now concluded.

### Item 4. Mine Safety Disclosures

Not applicable.



**Item 4A. Executive Officers**

Executive officers are elected by, and serve at the pleasure of, the Board of Directors. There are no family relationships between any of the officers named and any other executive officer or member of the Board of Directors, or any arrangement or understanding pursuant to which any person was selected as an officer.

Name	Title and Business Experience	Age
Katie M. Boylan	Executive Vice President and Chief Communications Officer since February 2021. Senior Vice President and Chief Communications Officer from January 2019 to February 2021. Senior Vice President, Communications from June 2017 to January 2019. Vice President, Communications from December 2015 to June 2017.	44
Brian C. Cornell	Chairman of the Board and Chief Executive Officer since August 2014.	62
Michael J. Fiddelke	Executive Vice President and Chief Financial Officer since November 2019. Senior Vice President, Operations from August 2018 to October 2019. Senior Vice President, Merchandising Capabilities from March 2017 to August 2018. Senior Vice President, Financial Planning & Analysis from July 2015 to March 2017.	44
Rick H. Gomez	Executive Vice President and Chief Food and Beverage Officer since February 2021. Executive Vice President and Chief Marketing, Digital & Strategy Officer from December 2019 to February 2021. Executive Vice President and Chief Marketing & Digital Officer from January 2019 to December 2019. Executive Vice President and Chief Marketing Officer from January 2017 to January 2019. Senior Vice President, Brand and Category Marketing from April 2013 to January 2017.	51
A. Christina Hennington	Executive Vice President and Chief Growth Officer since February 2021. Executive Vice President and Chief Merchandising Officer, Hardlines, Essentials and Capabilities from January 2020 to February 2021. Senior Vice President, Group Merchandise Manager, Essentials, Beauty, Hardlines and Services from January 2019 to January 2020. Senior Vice President, Merchandising Essentials, Beauty and Wellness from April 2017 to January 2019. Senior Vice President, Merchandising Transformation and Operations from August 2015 to April 2017.	46
Melissa K. Kremer	Executive Vice President and Chief Human Resources Officer since January 2019. Senior Vice President, Talent and Organizational Effectiveness from October 2017 to January 2019. Vice President, Human Resources, Merchandising, Strategy & Innovation, from September 2015 to October 2017.	43
Don H. Liu	Executive Vice President, Chief Legal & Risk Officer and Corporate Secretary since October 2017. Executive Vice President, Chief Legal Officer and Corporate Secretary from August 2016 to September 2017. Executive Vice President, General Counsel and Corporate Secretary of Xerox Corporation from July 2014 to August 2016.	59
Michael E. McNamara	Executive Vice President and Chief Information Officer since January 2019. Executive Vice President and Chief Information & Digital Officer from September 2016 to January 2019. Executive Vice President and Chief Information Officer from June 2015 to September 2016.	56
John J. Mulligan	Executive Vice President and Chief Operating Officer since September 2015.	55
Jill K. Sando	Executive Vice President and Chief Merchandising Officer since February 2021. Executive Vice President and Chief Merchandising Officer, Style and Owned Brands from January 2020 to February 2021. Senior Vice President, Group Merchandise Manager, Apparel & Accessories and Home from January 2019 to January 2020. Senior Vice President, Home from May 2014 to January 2019.	52
Mark J. Schindele	Executive Vice President and Chief Stores Officer since January 2020. Senior Vice President, Target Properties from January 2015 to January 2020.	52
Cara A. Sylvester	Executive Vice President and Chief Marketing & Digital Officer since February 2021. Senior Vice President, Home from March 2019 to February 2021. Vice President, Beauty & Dermstore from June 2017 to March 2019. From March 2014 to June 2017, Ms. Sylvester held different leadership positions in Housewares.	43
Laysha L. Ward	Executive Vice President and Chief External Engagement Officer since January 2017. Executive Vice President and Chief Corporate Social Responsibility Officer from December 2014 to January 2017.	53

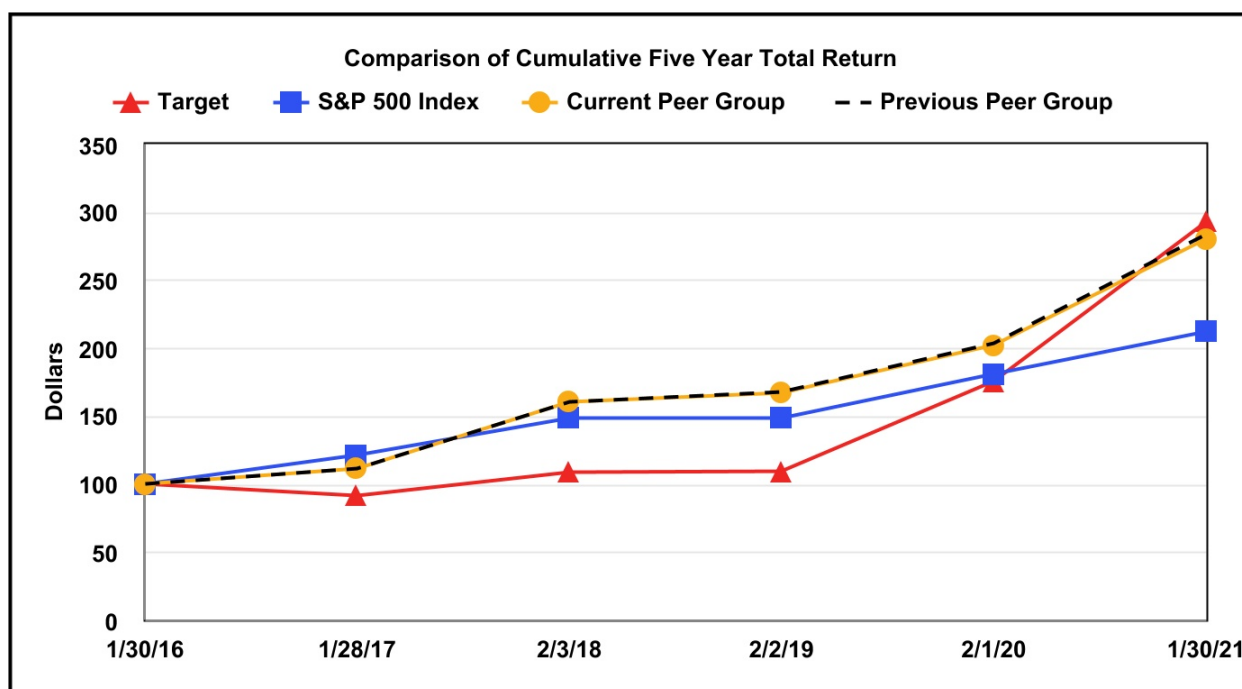


## PART II

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

Our common stock is listed on the New York Stock Exchange under the symbol "TGT." We are authorized to issue up to 6,000,000,000 shares of common stock, par value \$0.0833, and up to 5,000,000 shares of preferred stock, par value \$0.01. As of March 4, 2021, there were 13,760 shareholders of record. Dividends declared per share for the twelve months ended January 30, 2021, February 1, 2020, and February 2, 2019, are disclosed on our [Consolidated Statements of Shareholders' Investment](#).

On September 19, 2019, our Board of Directors authorized a \$5 billion share repurchase program with no stated expiration. We began repurchasing shares under the authorization during the first quarter of 2020. Under the program, we have repurchased 4.6 million shares of common at an average price of \$105.80, for a total investment of \$484 million. As of January 30, 2021, the dollar value of shares that may yet be purchased under the program is \$4.5 billion. There were no Target common stock purchases made during the three months ended January 30, 2021, by Target or any "affiliated purchaser" of Target, as defined in Rule 10b-18(a)(3) under the Exchange Act.



	Fiscal Years Ended					
	January 30, 2016	January 28, 2017	February 3, 2018	February 2, 2019	February 1, 2020	January 30, 2021
Target	\$ 100.00	\$ 90.84	\$ 108.44	\$ 109.33	\$ 175.54	\$ 292.98
S&P 500 Index	100.00	120.87	148.47	148.38	180.37	211.48
Current Peer Group	100.00	111.09	159.84	166.68	201.97	280.21
Previous Peer Group	100.00	111.11	160.34	167.11	202.85	283.29

The graph above compares the cumulative total shareholder return on our common stock for the last five fiscal years with (i) the cumulative total return on the S&P 500 Index, (ii) the peer group used in previous filings consisting of 16 online, general merchandise, department store, food, and specialty retailers (Amazon.com, Inc., Best Buy Co., Inc., Costco Wholesale Corporation, CVS Health Corporation, Dollar General Corporation, Dollar Tree, Inc., The Home Depot, Inc., Kohl's Corporation, The Kroger Co., Lowe's Companies, Inc., Macy's, Inc., Nordstrom, Inc., Rite Aid Corporation, The TJX Companies, Inc., Walgreens Boots Alliance, Inc., and Walmart Inc.) (Previous Peer Group), and (iii) a new peer group consisting of the companies in the Previous Peer Group, plus Albertsons Companies, Inc., The Gap, Inc., and Ross Stores, Inc. (Current Peer Group). The Current Peer Group is consistent with the retail peer group used for our definitive Proxy Statement for the Annual Meeting of Shareholders to be held on June 9, 2021, excluding Publix Super Markets, Inc., which is not quoted on a public stock exchange.

The peer group is weighted by the market capitalization of each component company. The graph assumes the investment of \$100 in Target common stock, the S&P 500 Index, and the Peer Group on January 29, 2016, and reinvestment of all dividends.

## Item 6. Selected Financial Data

Not applicable.

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

### Executive Overview

While our business was materially affected by the COVID-19 pandemic, resulting in significantly higher sales and profits in 2020, the pandemic highlighted the importance of our multi-category portfolio and our decision to put our stores at the center of our strategy. In 2020, we continued to make strategic investments to support our durable operating and financial model that further differentiates Target and is designed to drive sustainable sales and profit growth. We have done this through an investment strategy focused on:

#### Elevating the Shopping Experiences and Winning with High-Touch Service

- We remodeled 132 stores during 2020.
- We opened 30 new stores, including 29 additional small format stores in key urban markets and on college campuses.
- We invested significantly in our team, including a \$15/hour minimum hourly wage for US team members, recognition bonuses, and certain other benefits in light of the COVID-19 pandemic.
- We made significant investments in the health and safety of team members and guests.

#### Curation at Scale

- We continued the steady stream of newness and exclusives across our assortment and continued to introduce new owned brands. We expanded the assortment of our Food & Beverage owned brand, Good & Gather™, which launched in 2019 and has become our largest selling food brand.
- We announced a partnership with Ulta Beauty under which we will operate *Ulta Beauty at Target*, a shop-in-shop experience debuting on Target.com and in more than 100 Target locations beginning in 2021, with plans to scale to hundreds more over time.

#### Delivering Ease and Convenience through Same-Day Services

- We expanded our digital fulfillment capabilities, including fresh and frozen Food & Beverage products added to Order Pickup and Drive Up. During 2020, over 50 percent of our comparable digital sales growth was driven by same-day fulfillment options: Order Pickup, Drive Up, and delivery via Shipt.

### Financial Summary

2020 included the following notable items:

- GAAP diluted earnings per share were \$8.64.
- Adjusted diluted earnings per share were \$9.42.
- Total revenue increased 19.8 percent, driven by an increase in comparable sales.
- Comparable sales increased 19.3 percent, driven by a 15.0 percent increase in average transaction amount.
  - Comparable store originated sales grew 7.2 percent.
  - Comparable digital originated sales increased 145 percent.
- Operating income of \$6.5 billion was 40.4 percent higher than the comparable prior-year period.
- We repurchased \$1.77 billion of debt before its maturity at a market value of \$2.25 billion, resulting in a loss of \$512 million.

Sales were \$92.4 billion for 2020, an increase of \$15.3 billion, or 19.8 percent, from the prior year. Operating cash flow provided by continuing operations was \$10.5 billion for 2020, an increase of \$3.4 billion, or 48.3 percent, from \$7.1 billion for 2019.

**Earnings Per Share From Continuing Operations**

		2020	2019	2018	Percent Change	
					2020/2019	2019/2018
GAAP diluted earnings per share	\$	8.64	\$ 6.34	\$ 5.50	36.3 %	15.4 %
Adjustments		0.78	0.05	(0.10)		
Adjusted diluted earnings per share	\$	9.42	\$ 6.39	\$ 5.39	47.4 %	18.4 %

Note: Amounts may not foot due to rounding. Adjusted diluted earnings per share from continuing operations (Adjusted EPS), a non-GAAP metric, excludes the impact of certain items. Management believes that Adjusted EPS is useful in providing period-to-period comparisons of the results of our continuing operations. A reconciliation of non-GAAP financial measures to GAAP measures is provided on [page 23](#).

We report after-tax return on invested capital (ROIC) from continuing operations because we believe ROIC provides a meaningful measure of our capital-allocation effectiveness over time. For the trailing twelve months ended January 30, 2021, after-tax ROIC was 23.5 percent, compared with 16.0 percent for the trailing twelve months ended February 1, 2020. The calculation of ROIC is provided on [page 24](#).

**COVID-19**

On March 11, 2020, the World Health Organization declared the novel coronavirus disease (COVID-19) a pandemic, and on March 13, 2020, the United States declared a national emergency. The rapid development and fluidity of this situation limits our ability to predict the ultimate impact of COVID-19 on our business, financial condition and financial performance, which has been and could continue to be material. States and local governments have taken various measures in response to COVID-19, including mandating the closure of certain businesses and encouraging or requiring citizens to avoid large gatherings. We have implemented numerous safety measures to protect our guests and team members — such as mandating face masks for all team members and guests in our stores, more rigorous cleaning processes, providing disposable face masks, gloves and thermometers for team members, installing distancing markers at stores, limiting guest levels within our stores, and installing partitions at all stores. To date, virtually all of our stores, digital channels, and distribution centers have remained open.

As the pandemic has evolved, we have experienced unusually strong sales, as guests rely on Target for essential items like food, medicine, cleaning products, and household stock-up items, as well as merchandise associated with guests spending more time at home. Underlying this trend, we saw significant volatility in our sales mix, including both category and channel sales mix and same-day fulfillment options.

- During the first quarter, comparable sales increased 10.8 percent, reflecting a 0.9 percent increase in store originated comparable sales and a 141 percent increase in digitally originated comparable sales. The quarter began with strength across our multi-category portfolio, followed by a shift to strong comparable sales growth in our Food & Beverage and Beauty & Household Essentials core merchandising categories and significant comparable sales declines in Apparel & Accessories. Comparable sales in Apparel & Accessories recovered notably beginning mid-April.
- During the second through fourth quarters, comparable sales increased 21.7 percent, reflecting store originated comparable sales growth of 9.1 percent, and an increase in digitally originated comparable sales of 146 percent. Comparable sales growth was strong across our multi-category portfolio, with slightly higher growth in lower-margin categories.

For the year ended January 30, 2021, gross margin was negatively impacted by changes in both our category and channel sales mix. Additionally, gross margin reflects the portion of investments in pay and benefits classified within Cost of Sales. Exceptionally low clearance and promotional markdown rates partially offset these pressures.

Our SG&A expenses include significant incremental costs related to investments in pay and benefits for store team members, the spikes in merchandise volume in stores and the supply chain, incremental safety and cleaning supplies, and the impact of additional team member hours dedicated to more rigorous cleaning routines in our facilities. From an SG&A expense rate perspective, these incremental costs were more than offset by cost leverage resulting from exceptionally strong sales growth.

To support our team and minimize potential disruptions in their work to serve our guests, we modified our plans for some of our strategic initiatives, including our previously announced remodel program. We completed 132 remodels

in 2020, down from the previous expectation of approximately 300. Similarly, we opened 29 new small format stores in 2020, rather than the 36 previously announced.

During the first quarter 2020, we issued \$2.5 billion of 5-year and 10-year notes in an effort to increase our cash on hand. Additionally, we entered into a \$900 million 364-day credit facility, increasing our total undrawn committed credit facilities to \$3.4 billion. Our operating performance during the second and third quarters of 2020 and financial position allowed us to repurchase \$1.77 billion of debt before its maturity at a market value of \$2.25 billion in October 2020 and terminate the 364-day credit facility in November 2020. [Note 17](#) to the Consolidated Financial Statements and the [Liquidity and Capital Resources](#) section provide additional information.

## Sale of Dermstore

In February 2021, we sold Dermstore LLC (Dermstore) for approximately \$350 million, subject to working capital and other closing adjustments. We expect to recognize a pre-tax gain in excess of \$300 million in the first quarter of 2021. Dermstore represented less than 1 percent of our consolidated revenues, operating income and net assets.

## Analysis of Results of Operations

Summary of Operating Income				Percent Change	
(dollars in millions)	2020	2019	2018	2020/2019	2019/2018
Sales	\$ 92,400	\$ 77,130	\$ 74,433	19.8 %	3.6 %
Other revenue	1,161	982	923	18.2	6.3
Total revenue	93,561	78,112	75,356	19.8	3.7
Cost of sales	66,177	54,864	53,299	20.6	2.9
SG&A expenses	18,615	16,233	15,723	14.7	3.2
Depreciation and amortization (exclusive of depreciation included in cost of sales)	2,230	2,357	2,224	(5.4)	6.0
Operating income	\$ 6,539	\$ 4,658	\$ 4,110	40.4 %	13.3 %

Rate Analysis	2020	2019	2018
Gross margin rate	28.4 %	28.9 %	28.4 %
SG&A expense rate	19.9	20.8	20.9
Depreciation and amortization (exclusive of depreciation included in cost of sales) expense rate	2.4	3.0	3.0
Operating income margin rate	7.0	6.0	5.5

Note: Gross margin rate is calculated as gross margin (sales less cost of sales) divided by sales. All other rates are calculated by dividing the applicable amount by total revenue.

A discussion regarding Results of Operations and Analysis of Financial Condition for the year ended February 1, 2020, as compared to the year ended February 2, 2019, is included in [Part II, Item 7, MD&A](#) to our Annual Report on Form 10-K for the fiscal year ended February 1, 2020.

## Sales

Sales include all merchandise sales, net of expected returns, and our estimate of gift card breakage. [Note 3](#) to the Financial Statements defines gift card "breakage." We use comparable sales to evaluate the performance of our stores and digital channel sales by measuring the change in sales for a period over the comparable, prior-year period of equivalent length. Comparable sales include all sales, except sales from stores open less than 13 months, digital acquisitions we have owned less than 13 months, stores that have been closed, and digital acquisitions that we no longer operate. Comparable sales measures vary across the retail industry. As a result, our comparable sales calculation is not necessarily comparable to similarly titled measures reported by other companies. Digitally originated sales include all sales initiated through mobile applications and our websites. Our stores fulfill the majority of digitally originated sales, including shipment from stores to guests, store Order Pickup or Drive Up, and delivery via Shipt. Digitally originated sales may also be fulfilled through our distribution centers, our vendors, or other third parties.

Sales growth – from both comparable sales and new stores – represents an important driver of our long-term profitability. We expect that comparable sales growth will drive the majority of our total sales growth. We believe that our ability to successfully differentiate our guests' shopping experience through a careful combination of merchandise assortment, price, convenience, guest experience, and other factors will over the long-term drive both increasing shopping frequency (traffic) and the amount spent each visit (average transaction amount).

The increase in 2020 sales compared to 2019 is due to a 19.3 percent comparable sales increase and the contribution from new stores. The COVID-19 pandemic has affected the amount and mix of sales across channels and categories.

Comparable Sales	2020	2019	2018
Comparable sales change	19.3 %	3.4 %	5.0 %
Drivers of change in comparable sales			
Number of transactions	3.7	2.7	5.0
Average transaction amount	15.0	0.7	0.1

Contribution to Comparable Sales Change	2020	2019	2018
Stores originated channel comparable sales change	7.2 %	1.4 %	3.2 %
Contribution from digitally originated sales to comparable sales	12.1	1.9	1.8
Total comparable sales change	19.3 %	3.4 %	5.0 %

Note: Amounts may not foot due to rounding.

Sales by Channel	2020	2019	2018
Stores originated	82.1 %	91.2 %	92.9 %
Digitally originated	17.9	8.8	7.1
Total	100 %	100 %	100 %

Sales by Product Category	2020	2019	2018
Apparel and accessories	16 %	19 %	18 %
Beauty and household essentials	26	27	26
Food and beverage	20	19	20
Hardlines	18	16	17
Home furnishings and décor	20	19	19
Total	100 %	100 %	100 %

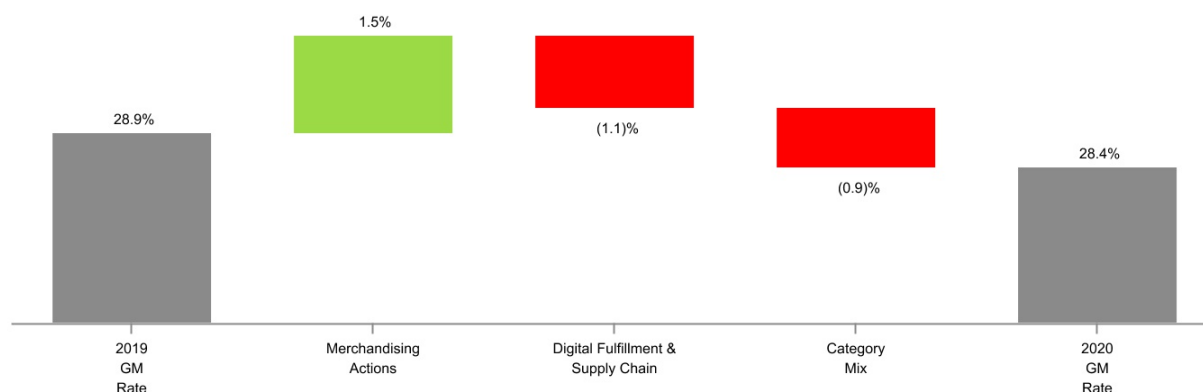
[Note 3](#) to the Financial Statements provides additional product category sales information. The collective interaction of a broad array of macroeconomic, competitive, and consumer behavioral factors, as well as sales mix, and transfer of sales to new stores makes further analysis of sales metrics infeasible.

TD Bank Group offers credit to qualified guests through Target-branded credit cards: the Target Credit Card and the Target MasterCard Credit Card (Target Credit Cards). Additionally, we offer a branded proprietary Target Debit Card. Collectively, we refer to these products as RedCards™. We monitor the percentage of purchases that are paid for using RedCards (RedCard Penetration) because our internal analysis has indicated that a meaningful portion of incremental purchases on our RedCards are also incremental sales for Target. Guests receive a 5 percent discount on virtually all purchases when they use a RedCard at Target. RedCard sales increased for all years presented below; however, RedCard penetration declined as total Sales increased at a faster pace.

RedCard Penetration	2020	2019	2018
Target Debit Card	12.3 %	12.6 %	13.0 %
Target Credit Cards	9.2	10.7	10.9
Total RedCard Penetration	21.5 %	23.3 %	23.8 %

Note: Amounts may not foot due to rounding.

### Gross Margin Rate



Our gross margin rate was 28.4 percent in 2020 and 28.9 percent in 2019. This decrease reflected increased digital fulfillment and supply chain costs (stemming from unusually strong growth in digital volume combined with the impact of higher pay and benefit costs classified within Cost of Sales) and the impact of category sales mix, as sales growth was strongest in lower-margin categories. The decrease was partially offset by the net impact of merchandising actions, most notably the benefit of exceptionally low clearance and promotional markdown rates.



## Selling, General and Administrative (SG&A) Expense Rate

Our SG&A expense rate was 19.9 percent in 2020 and 20.8 percent in 2019. Incremental team member pay and benefits and investments to protect the health and safety of guests represented approximately \$1.5 billion of the \$2.4 billion increase in SG&A expenses for the year ended January 30, 2021, compared with the prior-year periods. From a rate perspective, these increased costs were more than offset by leverage resulting from strong revenue growth.

## Store Data

Change in Number of Stores	2020	2019
Beginning store count	1,868	1,844
Opened	30	26
Closed	(1)	(2)
Ending store count	1,897	1,868

Number of Stores and Retail Square Feet	Number of Stores		Retail Square Feet <sup>(a)</sup>	
	January 30, 2021	February 1, 2020	January 30, 2021	February 1, 2020
170,000 or more sq. ft.	273	272	48,798	48,619
50,000 to 169,999 sq. ft.	1,509	1,505	189,508	189,227
49,999 or less sq. ft.	115	91	3,342	2,670
Total	1,897	1,868	241,648	240,516

<sup>(a)</sup> In thousands, reflects total square feet less office, distribution center, and vacant space.

## Other Performance Factors

### Net Interest Expense

Net interest expense from continuing operations was \$977 million and \$477 million for 2020 and 2019, respectively. The increase was primarily due to a \$512 million loss on early retirement of debt in 2020.

### Provision for Income Taxes

Our 2020 effective income tax rate from continuing operations was 21.2 percent compared with 22.0 percent in 2019. The effective tax rate for 2020 reflects a larger rate benefit from discrete items, primarily related to share-based payments and resolution of certain income tax matters, partially offset by the rate impact of higher earnings, compared with the prior year.

[Note 19](#) to the Financial Statements provides additional information.

## Reconciliation of Non-GAAP Financial Measures to GAAP Measures

To provide additional transparency, we have disclosed non-GAAP adjusted diluted earnings per share from continuing operations (Adjusted EPS). This metric excludes certain items presented below. We believe this information is useful in providing period-to-period comparisons of the results of our continuing operations. This measure is not in accordance with, or an alternative to, generally accepted accounting principles in the U.S. (GAAP). The most comparable GAAP measure is diluted earnings per share from continuing operations. Adjusted EPS should not be considered in isolation or as a substitution for analysis of our results as reported in accordance with GAAP. Other companies may calculate Adjusted EPS differently than we do, limiting the usefulness of the measure for comparisons with other companies.

Reconciliation of Non-GAAP Adjusted EPS (millions, except per share data)	2020			2019			2018		
	Pretax	Net of Tax	Per Share Amounts	Pretax	Net of Tax	Per Share Amounts	Pretax	Net of Tax	Per Share Amounts
GAAP diluted earnings per share from continuing operations			\$ 8.64			\$ 6.34			\$ 5.50
Adjustments									
Loss on debt extinguishment	\$ 512	\$ 379	\$ 0.75	\$ 10	\$ 8	\$ 0.01	\$ —	\$ —	\$ —
Loss on investment <sup>(a)</sup>	19	14	0.03	41	31	0.06	—	—	—
Tax Act <sup>(b)</sup>	—	—	—	—	—	—	—	(36)	(0.07)
Other <sup>(c)</sup>	28	20	0.04	(17)	(13)	(0.02)	—	—	—
Other income tax matters <sup>(d)</sup>	—	(21)	(0.04)	—	—	—	—	(18)	(0.03)
Adjusted diluted earnings per share from continuing operations			\$ 9.42			\$ 6.39			\$ 5.39

Note: Amounts may not foot due to rounding.

<sup>(a)</sup> Represents a loss on our investment in Casper Sleep Inc. (Casper), which is not core to our continuing operations.

<sup>(b)</sup> Represents discrete items related to the Tax Act. Refer to [Note 19](#) to the Financial Statements.

<sup>(c)</sup> For 2020, includes store damage and inventory losses related to civil unrest, net of insurance recoveries. For 2019, represents insurance recoveries related to the 2013 data breach.

<sup>(d)</sup> Represents benefits from the resolution of certain income tax matters unrelated to current period operations.

Earnings from continuing operations before interest expense and income taxes (EBIT) and earnings from continuing operations before interest expense, income taxes, depreciation, and amortization (EBITDA) are non-GAAP financial measures. We believe these measures provide meaningful information about our operational efficiency compared with our competitors by excluding the impact of differences in tax jurisdictions and structures, debt levels, and for EBITDA, capital investment. These measures are not in accordance with, or an alternative to, GAAP. The most comparable GAAP measure is net earnings from continuing operations. EBIT and EBITDA should not be considered in isolation or as a substitution for analysis of our results as reported in accordance with GAAP. Other companies may calculate EBIT and EBITDA differently, limiting the usefulness of the measures for comparisons with other companies.

EBIT and EBITDA (dollars in millions)	2020	2019	2018	Percent Change	
				2020/2019	2019/2018
Net earnings from continuing operations	\$ 4,368	\$ 3,269	\$ 2,930	33.6 %	11.6 %
+ Provision for income taxes	1,178	921	746	27.9	23.4
+ Net interest expense	977	477	461	105.1	3.3
EBIT	\$ 6,523	\$ 4,667	\$ 4,137	39.8 %	12.8 %
+ Total depreciation and amortization <sup>(a)</sup>	2,485	2,604	2,474	(4.6)	5.3
EBITDA	\$ 9,008	\$ 7,271	\$ 6,611	23.9 %	10.0 %

<sup>(a)</sup> Represents total depreciation and amortization, including amounts classified within Depreciation and Amortization and within Cost of Sales.

We have also disclosed after-tax ROIC, which is a ratio based on GAAP information, with the exception of the add-back of operating lease interest to operating income. We believe this metric is useful in assessing the effectiveness of our capital allocation over time. Other companies may calculate ROIC differently, limiting the usefulness of the measure for comparisons with other companies.

### After-Tax Return on Invested Capital

(dollars in millions)

<b>Numerator</b>	Trailing Twelve Months	
	January 30, 2021	February 1, 2020
Operating income	\$ 6,539	\$ 4,658
+ Net other income / (expense)	(16)	9
EBIT	6,523	4,667
+ Operating lease interest <sup>(a)</sup>	87	86
- Income taxes <sup>(b)</sup>	1,404	1,045
<b>Net operating profit after taxes</b>	<b>\$ 5,206</b>	<b>\$ 3,708</b>

<b>Denominator</b>	January 30, 2021	February 1, 2020	February 2, 2019
Current portion of long-term debt and other borrowings	\$ 1,144	\$ 161	\$ 1,052
+ Noncurrent portion of long-term debt	11,536	11,338	10,223
+ Shareholders' investment	14,440	11,833	11,297
+ Operating lease liabilities <sup>(c)</sup>	2,429	2,475	2,170
- Cash and cash equivalents	8,511	2,577	1,556
Invested capital	\$ 21,038	\$ 23,230	\$ 23,186
<b>Average invested capital <sup>(d)</sup></b>	<b>\$ 22,134</b>	<b>\$ 23,208</b>	

<b>After-tax return on invested capital</b>	<b>23.5 %</b>	<b>16.0 %</b>
---	---------------	---------------

- <sup>(a)</sup> Represents the add-back to operating income driven by the hypothetical interest expense we would incur if the property under our operating leases were owned or accounted for as finance leases. Calculated using the discount rate for each lease and recorded as a component of rent expense within SG&A Expenses. Operating lease interest is added back to operating income in the ROIC calculation to control for differences in capital structure between us and our competitors.
- <sup>(b)</sup> Calculated using the effective tax rates for continuing operations, which were 21.2 percent and 22.0 percent for the trailing twelve months ended January 30, 2021, and February 1, 2020, respectively. For the trailing twelve months ended January 30, 2021, and February 1, 2020, includes tax effect of \$1.4 billion and \$1.0 billion, respectively, related to EBIT, and \$18 million and \$19 million, respectively, related to operating lease interest.
- <sup>(c)</sup> Total short-term and long-term operating lease liabilities included within Accrued and Other Current Liabilities and Noncurrent Operating Lease Liabilities, respectively.
- <sup>(d)</sup> Average based on the invested capital at the end of the current period and the invested capital at the end of the comparable prior period.

## Analysis of Financial Condition

### Liquidity and Capital Resources

#### *Capital Allocation*

We follow a disciplined and balanced approach to capital allocation based on the following priorities, ranked in order of importance: first, we fully invest in opportunities to profitably grow our business, create sustainable long-term value, and maintain our current operations and assets; second, we maintain a competitive quarterly dividend and seek to grow it annually; and finally, we return any excess cash to shareholders by repurchasing shares within the limits of our credit rating goals.

In response to COVID-19, we suspended our share repurchase program in March 2020. In November 2020, we lifted the share repurchase suspension and, in February 2021, began repurchasing shares. We believe our sources of liquidity will continue to be adequate to maintain operations, finance anticipated expansion and strategic initiatives, fund debt maturities, pay dividends, and execute purchases under our share repurchase program for the foreseeable future. We continue to anticipate ample access to commercial paper and long-term financing.

Our period-end cash and cash equivalents balance increased to \$8.5 billion from \$2.6 billion in 2019. Our cash and cash equivalents balance includes short-term investments of \$7.6 billion and \$1.8 billion as of January 30, 2021, and February 1, 2020, respectively. Our investment policy is designed to preserve principal and liquidity of our short-term investments. This policy allows investments in large money market funds or in highly rated direct short-term instruments that mature in 60 days or less. We also place dollar limits on our investments in individual funds or instruments.

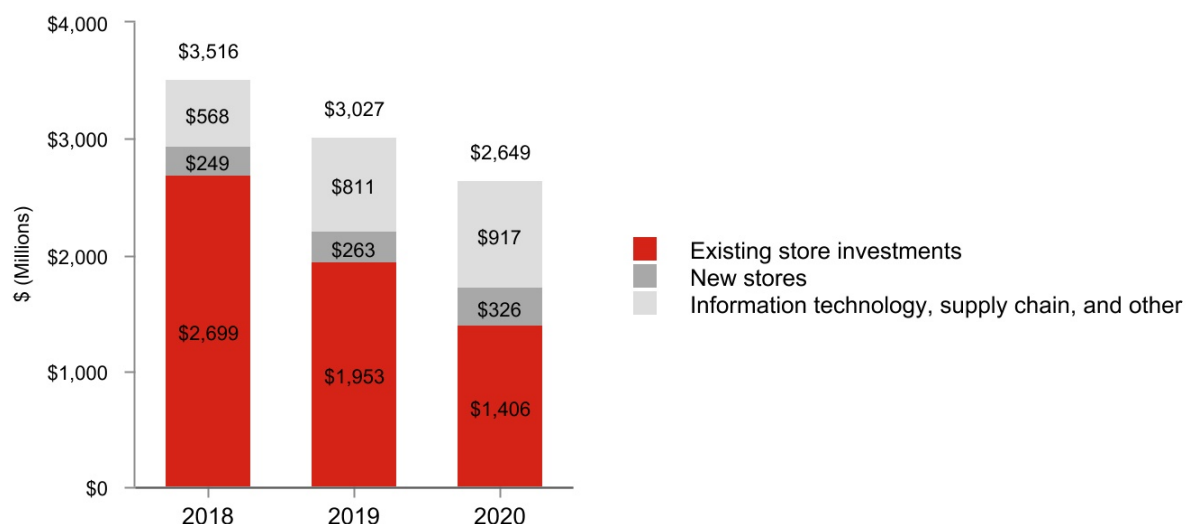
#### *Operating Cash Flows*

Operating cash flow provided by continuing operations was \$10.5 billion in 2020 compared with \$7.1 billion in 2019. The increase reflects stronger operating performance combined with higher payables leverage during 2020 due to increased inventory turnover driven by strong sales, compared with 2019. Additionally, operating cash flows for 2020 reflect increased payroll-related liabilities, including the deferral of employer social security tax payments and higher incentive compensation.

#### *Inventory*

Year-end inventory was \$10.7 billion, compared with \$9.0 billion in 2019. Inventory levels were higher as of January 30, 2021, compared with February 1, 2020, reflecting efforts to align inventory with sales trends.

## Capital Expenditures



Capital expenditures decreased in 2020 from the prior year as we modified plans for some of our strategic initiatives, including store remodels and new store openings, as a result of COVID-19. We have completed over 800 remodels since the launch of the current program in 2017, including 132 in 2020. We expect to complete 150 full-store remodels and open 30 to 40 new stores during 2021.

In addition to these cash investments, we entered into leases related to new stores in 2020, 2019, and 2018 with total future minimum lease payments of \$764 million, \$669 million, and \$473 million, respectively, and new leases related to our supply chain with total future minimum lease payments of \$442 million, \$185 million, and \$11 million, respectively.

We expect capital expenditures in 2021 of approximately \$4.0 billion to support remodels, new stores, and supply chain projects to add replenishment capacity and modernize the network, including sortation centers. Beyond full-store remodels, we will invest in optimizing front-end space in our highest-volume locations, increasing the efficiency of our Pickup and Drive Up services, as well as the build-out of Ulta Beauty shop-in-shops. We also expect to continue to invest in new store and supply chain leases.

## Dividends

We paid dividends totaling \$1.3 billion (\$2.68 per share) in 2020 and \$1.3 billion (\$2.60 per share) in 2019, a per share increase of 3.1 percent. We declared dividends totaling \$1.4 billion (\$2.70 per share) in 2020 and \$1.3 billion (\$2.62 per share) in 2019, a per share increase of 3.1 percent. We have paid dividends every quarter since our 1967 initial public offering and it is our intent to continue to do so in the future.

## Share Repurchases

During 2020 and 2019 we returned \$609 million and \$1.5 billion, respectively, to shareholders through share repurchase. See [Part II, Item 5, Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities](#) of this Annual Report on Form 10-K and [Note 21](#) to the Financial Statements for more information.

## Financing

Our financing strategy is to ensure liquidity and access to capital markets, to maintain a balanced spectrum of debt maturities, and to manage our net exposure to floating interest rate volatility. Within these parameters, we seek to minimize our borrowing costs. Our ability to access the long-term debt and commercial paper markets has provided us with ample sources of liquidity. Our continued access to these markets depends on multiple factors, including the condition of debt capital markets, our operating performance, and maintaining strong credit ratings. As of January 30, 2021, our credit ratings were as follows:

Credit Ratings	Moody's	Standard and Poor's	Fitch
Long-term debt	A2	A	A-
Commercial paper	P-1	A-1	F1

If our credit ratings were lowered, our ability to access the debt markets, our cost of funds, and other terms for new debt issuances could be adversely impacted. Each of the credit rating agencies reviews its rating periodically and there is no guarantee our current credit ratings will remain the same as described above.

In 2020, we funded our holiday sales period working capital needs through internally generated funds. In 2019, we funded our holiday sales period working capital needs through internally generated funds and the issuance of commercial paper.

We have additional liquidity through a committed \$2.5 billion revolving credit facility obtained through a group of banks, which expires in October 2023. No balances were outstanding at any time during 2020 or 2019.

Most of our long-term debt obligations contain covenants related to secured debt levels. In addition to a secured debt level covenant, our credit facility also contains a debt leverage covenant. We are, and expect to remain, in compliance with these covenants. Additionally, as of January 30, 2021, no notes or debentures contained provisions requiring acceleration of payment upon a credit rating downgrade, except that certain outstanding notes allow the note holders to put the notes to us if within a matter of months of each other we experience both (i) a change in control and (ii) our long-term credit ratings are either reduced and the resulting rating is non-investment grade, or our long-term credit ratings are placed on watch for possible reduction and those ratings are subsequently reduced and the resulting rating is non-investment grade.

[Note 16](#) to the Financial Statements provides additional information.

## Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with GAAP, which requires us to make estimates and apply judgments that affect the reported amounts. In the [Notes to Consolidated Financial Statements](#), we describe the significant accounting policies used in preparing the consolidated financial statements. Our management has discussed the development, selection, and disclosure of our critical accounting estimates with the Audit & Finance Committee of our Board of Directors. The following items require significant estimation or judgment:

**Inventory and cost of sales:** The vast majority of our inventory is accounted for under the retail inventory accounting method using the last-in, first-out method (LIFO). Our inventory is valued at the lower of LIFO cost or market. We reduce inventory for estimated losses related to shrink and markdowns. Our shrink estimate is based on historical losses verified by physical inventory counts. Historically, our actual physical inventory count results have shown our estimates to be reliable. Market adjustments for markdowns are recorded when the salability of the merchandise has diminished. Salability can be impacted by consumer preferences and seasonality, among other factors. We believe the risk of inventory obsolescence is largely mitigated because our inventory typically turns in less than three months. Inventory was \$10.7 billion and \$9.0 billion as of January 30, 2021, and February 1, 2020, respectively, and is further described in [Note 9](#) to the Financial Statements.

**Vendor income:** We receive various forms of consideration from our vendors (vendor income), principally earned as a result of volume rebates, markdown allowances, promotions, and advertising allowances. Substantially all vendor income is recorded as a reduction of cost of sales. Vendor income earned can vary based on a number of factors, including purchase volumes, sales volumes, and our pricing and promotion strategies.

We establish a receivable for vendor income that is earned but not yet received. Based on historical trending and data, this receivable is computed by forecasting vendor income collections and estimating the amount earned. The majority of the year-end vendor income receivables are collected within the following fiscal quarter, and we do not believe there is a reasonable likelihood that the assumptions used in our estimate will change significantly. Historically, adjustments to our vendor income receivable have not been material. Vendor income receivable was \$504 million and \$464 million as of January 30, 2021, and February 1, 2020, respectively. Vendor income is described further in [Note 5](#) to the Financial Statements.

**Long-lived assets:** Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. The evaluation is performed primarily at the store level. An impairment loss would be recognized when estimated undiscounted future cash flows from the operation and/or eventual disposition of the asset or asset group is less than its carrying amount, and is measured as the excess of its carrying amount over fair value. We estimate fair value by obtaining market appraisals, obtaining valuations from third-party brokers, or using other valuation techniques. We recorded impairments of \$62 million, \$23 million, and \$92 million in 2020, 2019, and 2018, respectively, which are described further in [Note 11](#) to the Financial Statements.

**Insurance/self-insurance:** We retain a substantial portion of the risk related to certain general liability, workers' compensation, property loss, and team member medical and dental claims. However, we maintain stop-loss coverage to limit the exposure related to certain risks. Liabilities associated with these losses include estimates of both claims filed and losses incurred but not yet reported. We use actuarial methods which consider a number of factors to estimate our ultimate cost of losses. General liability and workers' compensation liabilities are recorded based on our estimate of their net present value; other liabilities referred to above are not discounted. Our workers' compensation and general liability accrual was \$510 million and \$465 million as of January 30, 2021, and February 1, 2020, respectively. We believe that the amounts accrued are appropriate; however, our liabilities could be significantly affected if future occurrences or loss developments differ from our assumptions. For example, a 5 percent increase or decrease in average claim costs would have impacted our self-insurance expense by \$25 million in 2020. Historically, adjustments to our estimates have not been material. Refer to [Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk](#), for further disclosure of the market risks associated with these exposures. We maintain insurance coverage to limit our exposure to certain events, including network security matters.

**Income taxes:** We pay income taxes based on the tax statutes, regulations, and case law of the various jurisdictions in which we operate. Significant judgment is required in determining the timing and amounts of deductible and taxable items, and in evaluating the ultimate resolution of tax matters in dispute with tax authorities. The benefits of uncertain tax positions are recorded in our financial statements only after determining it is likely the uncertain tax positions would withstand challenge by taxing authorities. We periodically reassess these probabilities and record any changes in the financial statements as appropriate. Liabilities for uncertain tax positions, including interest and penalties, were \$193 million and \$188 million as of January 30, 2021, and February 1, 2020, respectively. We believe the resolution of these matters will not have a material adverse impact on our consolidated financial statements. Income taxes are described further in [Note 19](#) to the Financial Statements.

**Pension accounting:** We maintain a funded qualified defined benefit pension plan, as well as nonqualified and international pension plans that are generally unfunded, for certain current and retired team members. The costs for these plans are determined based on actuarial calculations using the assumptions described in the following paragraphs. Eligibility and the level of benefits vary depending on each team member's full-time or part-time status, date of hire, age, length of service, and/or compensation. The benefit obligation and related expense for these plans are determined based on actuarial calculations using assumptions about the expected long-term rate of return, the discount rate, compensation growth rates, mortality, and retirement age. These assumptions, with adjustments made for any significant plan or participant changes, are used to determine the period-end benefit obligation and establish expense for the next year.

Our 2020 expected long-term rate of return on plan assets of 6.10 percent was determined by the portfolio composition, historical long-term investment performance, and current market conditions. A 1 percentage point decrease in our expected long-term rate of return would increase annual expense by \$40 million.

The discount rate used to determine benefit obligations is adjusted annually based on the interest rate for long-term high-quality corporate bonds, using yields for maturities that are in line with the duration of our pension liabilities.



Our benefit obligation and related expense will fluctuate with changes in interest rates. A 1 percentage point decrease to the weighted average discount rate would increase annual expense by \$59 million.

Based on our experience, we use a graduated compensation growth schedule that assumes higher compensation growth for younger, shorter-service pension-eligible team members than it does for older, longer-service pension-eligible team members.

Pension benefits are further described in [Note 24](#) to the Financial Statements.

*Legal and other contingencies:* We believe the accruals recorded in our consolidated financial statements properly reflect loss exposures that are both probable and reasonably estimable. We do not believe any of the currently identified claims or litigation may materially affect our results of operations, cash flows, or financial condition. However, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. If an unfavorable ruling were to occur, it may cause a material adverse impact on the results of operations, cash flows, or financial condition for the period in which the ruling occurs, or future periods. Refer to [Note 15](#) to the Financial Statements for further information on contingencies.

## New Accounting Pronouncements

We do not expect that any recently issued accounting pronouncements will have a material effect on our financial statements.

## Forward-Looking Statements

This report contains forward-looking statements, which are based on our current assumptions and expectations. These statements are typically accompanied by the words "expect," "may," "could," "believe," "would," "might," "anticipates," or similar words. The principal forward-looking statements in this report include: our financial performance, statements regarding the adequacy of and costs associated with our sources of liquidity, the funding of debt maturities, the continued execution of our share repurchase program, our expected capital expenditures and new lease commitments, the expected compliance with debt covenants, the expected impact of new accounting pronouncements, our intentions regarding future dividends, contributions and payments related to our pension plan, the expected return on plan assets, the expected timing and recognition of compensation expenses, the effects of macroeconomic conditions, the adequacy of our reserves for general liability, workers' compensation and property loss, the expected outcome of, and adequacy of our reserves for claims, litigation and the resolution of tax matters, our expectations regarding our contractual obligations, liabilities, and vendor income, the expected ability to recognize deferred tax assets and liabilities and the timing of such recognition, the expected impact of changes in information technology systems, future responses to and effects of the COVID-19 pandemic, and changes in our assumptions and expectations.

All such forward-looking statements are intended to enjoy the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, as amended. Although we believe there is a reasonable basis for the forward-looking statements, our actual results could be materially different. The most important factors which could cause our actual results to differ from our forward-looking statements are set forth on our description of risk factors included in [Part I, Item 1A, Risk Factors](#) to this Form 10-K, which should be read in conjunction with the forward-looking statements in this report. Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update any forward-looking statement.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

As of January 30, 2021, our exposure to market risk was primarily from interest rate changes on our debt obligations, some of which are at a London Interbank Offered Rate (LIBOR). Our interest rate exposure is primarily due to differences between our floating rate debt obligations compared to our floating rate short-term investments. As of January 30, 2021, our floating rate short-term investments exceeded our floating rate debt by approximately \$6.1 billion. Based on our balance sheet position as of January 30, 2021, the annualized effect of a 0.1 percentage point increase in floating interest rates on our floating rate debt obligations, net of our floating rate short-term investments, would increase our earnings before income taxes by \$6 million. In general, we expect our floating rate debt to exceed our floating rate short-term investments over time, but that may vary in different interest rate and economic environments. For example, our short-term investments as of January 30, 2021, exceeded our floating rate debt due to operating cash flow acceleration driven by strong operating results, as well as the temporary suspension of share repurchases and reduced capital expenditures in the uncertain environment. See further description of our debt and derivative instruments in [Notes 16](#) and [17](#) to the Financial Statements.

The United Kingdom's Financial Conduct Authority has announced the intent to phase out LIBOR over the next several years. We do not expect the phase out to materially impact our financial statements, liquidity or access to capital markets.

We record our general liability and workers' compensation liabilities at net present value; therefore, these liabilities fluctuate with changes in interest rates. Based on our balance sheet position as of January 30, 2021, the annualized effect of a 0.5 percentage point decrease in interest rates would be to decrease earnings before income taxes by \$5 million.

In addition, we are exposed to market return fluctuations on our qualified defined benefit pension plan. The value of our pension liabilities is inversely related to changes in interest rates. A 1 percentage point decrease in the weighted average discount rate would increase annual expense by \$59 million. To protect against declines in interest rates, we hold high-quality, long-duration bonds and derivative instruments in our pension plan trust. At year-end, we had hedged 65 percent of the interest rate exposure of our plan liabilities.

As more fully described in [Note 23](#) to the Financial Statements, we are exposed to market returns on accumulated team member balances in our nonqualified, unfunded deferred compensation plans. We control the risk of offering the nonqualified plans by making investments in life insurance contracts and prepaid forward contracts on our own common stock that substantially offset our economic exposure to the returns on these plans.

There have been no other material changes in our primary risk exposures or management of market risks since the prior year.

**Item 8. Financial Statements and Supplementary Data**
**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

<a href="#"><b>Reports of Independent Registered Public Accounting Firm</b></a>	<b>32</b>	
<a href="#"><b>Consolidated Statements of Operations</b></a>	<b>35</b>	
<a href="#"><b>Consolidated Statements of Comprehensive Income</b></a>	<b>36</b>	
<a href="#"><b>Consolidated Statements of Financial Position</b></a>	<b>37</b>	
<a href="#"><b>Consolidated Statements of Cash Flows</b></a>	<b>38</b>	
<a href="#"><b>Consolidated Statements of Shareholders' Investment</b></a>	<b>39</b>	
<a href="#"><b>Notes to Consolidated Financial Statements</b></a>	<b>40</b>	
<a href="#">Note 1</a>	<a href="#">Summary of Accounting Policies</a>	<b>40</b>
<a href="#">Note 2</a>	<a href="#">Coronavirus (COVID-19)</a>	<b>40</b>
<a href="#">Note 3</a>	<a href="#">Revenues</a>	<b>41</b>
<a href="#">Note 4</a>	<a href="#">Cost of Sales and Selling, General and Administrative Expenses</a>	<b>42</b>
<a href="#">Note 5</a>	<a href="#">Consideration Received from Vendors</a>	<b>43</b>
<a href="#">Note 6</a>	<a href="#">Advertising Costs</a>	<b>43</b>
<a href="#">Note 7</a>	<a href="#">Fair Value Measurements</a>	<b>43</b>
<a href="#">Note 8</a>	<a href="#">Cash and Cash Equivalents</a>	<b>44</b>
<a href="#">Note 9</a>	<a href="#">Inventory</a>	<b>44</b>
<a href="#">Note 10</a>	<a href="#">Other Current Assets</a>	<b>44</b>
<a href="#">Note 11</a>	<a href="#">Property and Equipment</a>	<b>45</b>
<a href="#">Note 12</a>	<a href="#">Other Noncurrent Assets</a>	<b>45</b>
<a href="#">Note 13</a>	<a href="#">Goodwill and Intangible Assets</a>	<b>45</b>
<a href="#">Note 14</a>	<a href="#">Accrued and Other Current Liabilities</a>	<b>46</b>
<a href="#">Note 15</a>	<a href="#">Commitments and Contingencies</a>	<b>46</b>
<a href="#">Note 16</a>	<a href="#">Commercial Paper and Long-Term Debt</a>	<b>47</b>
<a href="#">Note 17</a>	<a href="#">Derivative Financial Instruments</a>	<b>48</b>
<a href="#">Note 18</a>	<a href="#">Leases</a>	<b>48</b>
<a href="#">Note 19</a>	<a href="#">Incomes Taxes</a>	<b>51</b>
<a href="#">Note 20</a>	<a href="#">Other Noncurrent Liabilities</a>	<b>53</b>
<a href="#">Note 21</a>	<a href="#">Share Repurchase</a>	<b>53</b>
<a href="#">Note 22</a>	<a href="#">Share-Based Compensation</a>	<b>53</b>
<a href="#">Note 23</a>	<a href="#">Defined Contribution Plans</a>	<b>55</b>
<a href="#">Note 24</a>	<a href="#">Pension Plans</a>	<b>56</b>
<a href="#">Note 25</a>	<a href="#">Accumulated Other Comprehensive Income</a>	<b>60</b>

**Report of Management on the Consolidated Financial Statements**

Management is responsible for the consistency, integrity, and presentation of the information in the Annual Report. The consolidated financial statements and other information presented in this Annual Report have been prepared in accordance with accounting principles generally accepted in the United States and include necessary judgments and estimates by management.

To fulfill our responsibility, we maintain comprehensive systems of internal control designed to provide reasonable assurance that assets are safeguarded and transactions are executed in accordance with established procedures. The concept of reasonable assurance is based upon recognition that the cost of the controls should not exceed the benefit derived. We believe our systems of internal control provide this reasonable assurance.

The Board of Directors exercised its oversight role with respect to the Corporation's systems of internal control primarily through its Audit Committee, which is comprised of independent directors. The Committee oversees the Corporation's systems of internal control, accounting practices, financial reporting and audits to assess whether their quality, integrity, and objectivity are sufficient to protect shareholders' investments.

In addition, our consolidated financial statements have been audited by Ernst & Young LLP, independent registered public accounting firm, whose report also appears on this page.

/s/ Brian C. Cornell

Brian C. Cornell  
Chairman and Chief Executive Officer

/s/ Michael J. Fiddelke

Michael J. Fiddelke  
Executive Vice President and  
Chief Financial Officer

March 10, 2021

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of  
Target Corporation

**Opinion on the Financial Statements**

We have audited the accompanying consolidated statements of financial position of Target Corporation (the Corporation) as of January 30, 2021 and February 1, 2020, the related consolidated statements of operations, comprehensive income, cash flows and shareholders' investment for each of the three years in the period ended January 30, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Corporation at January 30, 2021 and February 1, 2020, and the results of its operations and its cash flows for each of the three years in the period ended January 30, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Corporation's internal control over financial reporting as of January 30, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 10, 2021 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on the Corporation's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

*Valuation of Inventory and related Cost of Sales*

**Description of the Matter** At January 30, 2021, the Corporation's inventory was \$10,653 million. As described in Note 9 to the consolidated financial statements, the Corporation accounts for the vast majority of its inventory under the retail inventory accounting method (RIM) using the last-in, first-out (LIFO) method. RIM is an averaging method that has been widely used in the retail industry due to its practicality. Under RIM, inventory cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the inventory retail value.

Auditing inventory requires extensive audit effort including significant involvement of more experienced audit team members, including the involvement of our information technology (IT) professionals, given the relatively higher level of automation impacting the inventory process including the involvement of multiple information systems used to capture the high volume of transactions processed by the Corporation. Further, the inventory process is supported by a number of automated and IT dependent controls that elevate the importance of the IT general controls that support the underlying information systems utilized to process transactions. In addition, in March 2020, as a result of COVID-19, the Company temporarily suspended physical inventory counts at its stores. The Company resumed physical inventory counts in June 2020 using a statistical sampling method. Historically, the Company counted nearly all of its stores annually.

**How We Addressed the Matter in Our Audit** We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Corporation's inventory process, including the underlying IT general controls. For example, we tested automated controls performed by the Corporation's information systems and controls over the completeness of data transfers between information systems used in performing the Corporation's RIM calculation. Our audit procedures included, among others, testing the processing scenarios of the automated controls by evaluating configuration settings and performing a transaction walkthrough for each scenario. In addition, we evaluated the design and tested the effectiveness of controls over the Company's modified store inventory count process, including the determination of the number of stores counted and evaluation of the results from the sample it counted.

Our audit procedures also included, among others, testing the key inputs into the RIM calculation, including purchases, sales, shortage, and price changes (markdowns) by comparing the key inputs back to source information such as third-party vendor invoices, third-party inventory count information and cash receipts. We performed extensive analytical procedures. For example, we performed store square footage analytics to predict ending inventory values at each store location, as well as predictive markdown analytics based on inquiries held with members of the merchant organization to assess the level of price changes within a category. In addition, we tested the existence of inventories by observing physical inventory counts for a sample of stores and distribution centers.

*Valuation of Vendor Income Receivables*

**Description of the Matter** At January 30, 2021, the Corporation's vendor income receivables totaled \$504 million. As discussed in Note 5 of the consolidated financial statements, the Corporation receives consideration for a variety of vendor-sponsored programs, which are primarily recorded as a reduction of cost of sales when earned. The Corporation records a receivable for amounts earned but not yet received.

Auditing the Corporation's vendor income receivables was complex due to the estimation required in measuring the receivables. The estimate was sensitive to significant assumptions, such as forecasted vendor income collections, and estimating the time period over which the collections have been earned, which is primarily based on historical trending and data.

**How We Addressed the Matter in Our Audit** We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Corporation's vendor income receivable process, including controls over management's review of the significant assumptions described above.

To test the estimated vendor income receivables, we performed audit procedures that included, among others, assessing the estimation methodology used by management and evaluating the forecasted vendor income collections and the time period over which collections have been earned as used in the receivable estimation model. For a sample of the vendor rebates and concessions, we evaluated the nature and source of the inputs used and the terms of the contractual agreements. We recalculated the amount of the vendor income earned based on the inputs and the terms of the agreements. In addition, we recalculated the time period over which the vendor income collection had been earned to assess the accuracy of management's estimates. We also performed sensitivity analyses of significant assumptions to evaluate the significance of changes in the receivables that would result from changes in assumptions.

/s/ Ernst & Young LLP

We have served as the Corporation's auditor since 1931.

Minneapolis, Minnesota  
March 10, 2021

**Report of Management on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, we assessed the effectiveness of our internal control over financial reporting as of January 30, 2021, based on the framework in *Internal Control—Integrated Framework (2013)*, issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on our assessment, we conclude that the Corporation's internal control over financial reporting is effective based on those criteria.

Our internal control over financial reporting as of January 30, 2021, has been audited by Ernst & Young LLP, the independent registered public accounting firm who has also audited our consolidated financial statements, as stated in their report which appears on this page.

---

/s/ Brian C. Cornell

Brian C. Cornell  
Chairman and Chief Executive Officer

---

/s/ Michael J. Fiddelke

Michael J. Fiddelke  
Executive Vice President and  
Chief Financial Officer

March 10, 2021

---

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of  
Target Corporation

**Opinion on Internal Control over Financial Reporting**

We have audited Target Corporation's internal control over financial reporting as of January 30, 2021, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Target Corporation (the Corporation) maintained, in all material respects, effective internal control over financial reporting as of January 30, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Corporation as of January 30, 2021 and February 1, 2020, the related consolidated statements of operations, comprehensive income, cash flows and shareholders' investment for each of the three years in the period ended January 30, 2021, and the related notes and our report dated March 10, 2021 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Corporation's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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/ Ernst & Young LLP

Minneapolis, Minnesota  
March 10, 2021

## Consolidated Statements of Operations

(millions, except per share data)	2020	2019	2018
Sales	\$ 92,400	\$ 77,130	\$ 74,433
Other revenue	1,161	982	923
Total revenue	93,561	78,112	75,356
Cost of sales	66,177	54,864	53,299
Selling, general and administrative expenses	18,615	16,233	15,723
Depreciation and amortization (exclusive of depreciation included in cost of sales)	2,230	2,357	2,224
Operating income	6,539	4,658	4,110
Net interest expense	977	477	461
Net other (income) / expense	16	(9)	(27)
Earnings from continuing operations before income taxes	5,546	4,190	3,676
Provision for income taxes	1,178	921	746
<b>Net earnings from continuing operations</b>	<b>4,368</b>	<b>3,269</b>	<b>2,930</b>
Discontinued operations, net of tax	—	12	7
<b>Net earnings</b>	<b>\$ 4,368</b>	<b>\$ 3,281</b>	<b>\$ 2,937</b>
<b>Basic earnings per share</b>			
Continuing operations	\$ 8.72	\$ 6.39	\$ 5.54
Discontinued operations	—	0.02	0.01
Net earnings per share	\$ 8.72	\$ 6.42	\$ 5.55
<b>Diluted earnings per share</b>			
Continuing operations	\$ 8.64	\$ 6.34	\$ 5.50
Discontinued operations	—	0.02	0.01
Net earnings per share	\$ 8.64	\$ 6.36	\$ 5.51
Weighted average common shares outstanding			
Basic	500.6	510.9	528.6
Diluted	505.4	515.6	533.2
Antidilutive shares	—	—	—

Note: Per share amounts may not foot due to rounding.

See accompanying [Notes to Consolidated Financial Statements](#).



## Consolidated Statements of Comprehensive Income

(millions)		2020	2019	2018
Net earnings	\$	4,368	\$ 3,281	\$ 2,937
Other comprehensive income / (loss), net of tax				
Pension benefit liabilities		102	(65)	(52)
Currency translation adjustment and cash flow hedges		10	2	(6)
Other comprehensive income / (loss)		112	(63)	(58)
Comprehensive income	\$	4,480	\$ 3,218	\$ 2,879

See accompanying [Notes to Consolidated Financial Statements](#).

## Consolidated Statements of Financial Position

(millions, except footnotes)	January 30, 2021	February 1, 2020
<b>Assets</b>		
Cash and cash equivalents	\$ 8,511	\$ 2,577
Inventory	10,653	8,992
Other current assets	1,592	1,333
Total current assets	20,756	12,902
Property and equipment		
Land	6,141	6,036
Buildings and improvements	31,557	30,603
Fixtures and equipment	5,914	6,083
Computer hardware and software	2,765	2,692
Construction-in-progress	780	533
Accumulated depreciation	(20,278)	(19,664)
Property and equipment, net	26,879	26,283
Operating lease assets	2,227	2,236
Other noncurrent assets	1,386	1,358
<b>Total assets</b>	<b>\$ 51,248</b>	<b>\$ 42,779</b>
<b>Liabilities and shareholders' investment</b>		
Accounts payable	\$ 12,859	\$ 9,920
Accrued and other current liabilities	6,122	4,406
Current portion of long-term debt and other borrowings	1,144	161
Total current liabilities	20,125	14,487
Long-term debt and other borrowings	11,536	11,338
Noncurrent operating lease liabilities	2,218	2,275
Deferred income taxes	990	1,122
Other noncurrent liabilities	1,939	1,724
Total noncurrent liabilities	16,683	16,459
Shareholders' investment		
Common stock	42	42
Additional paid-in capital	6,329	6,226
Retained earnings	8,825	6,433
Accumulated other comprehensive loss	(756)	(868)
Total shareholders' investment	14,440	11,833
<b>Total liabilities and shareholders' investment</b>	<b>\$ 51,248</b>	<b>\$ 42,779</b>

**Common Stock** Authorized 6,000,000,000 shares, \$0.0833 par value; 500,877,129 shares issued and outstanding as of January 30, 2021; 504,198,962 shares issued and outstanding as of February 1, 2020.

**Preferred Stock** Authorized 5,000,000 shares, \$0.01 par value; no shares were issued or outstanding during any period presented.

See accompanying [Notes to Consolidated Financial Statements](#).

## Consolidated Statements of Cash Flows

(millions)	2020	2019	2018
<b>Operating activities</b>			
Net earnings	\$ 4,368	\$ 3,281	\$ 2,937
Earnings from discontinued operations, net of tax	—	12	7
Net earnings from continuing operations	4,368	3,269	2,930
Adjustments to reconcile net earnings to cash provided by operations:			
Depreciation and amortization	2,485	2,604	2,474
Share-based compensation expense	200	147	132
Deferred income taxes	(184)	178	322
Loss on debt extinguishment	512	10	—
Noncash losses / (gains) and other, net	86	29	95
Changes in operating accounts:			
Inventory	(1,661)	505	(900)
Other assets	(137)	18	(299)
Accounts payable	2,925	140	1,127
Accrued and other liabilities	1,931	199	89
Cash provided by operating activities—continuing operations	10,525	7,099	5,970
Cash provided by operating activities—discontinued operations	—	18	3
Cash provided by operations	10,525	7,117	5,973
<b>Investing activities</b>			
Expenditures for property and equipment	(2,649)	(3,027)	(3,516)
Proceeds from disposal of property and equipment	42	63	85
Other investments	16	20	15
Cash required for investing activities	(2,591)	(2,944)	(3,416)
<b>Financing activities</b>			
Additions to long-term debt	2,480	1,739	—
Reductions of long-term debt	(2,415)	(2,069)	(281)
Dividends paid	(1,343)	(1,330)	(1,335)
Repurchase of stock	(745)	(1,565)	(2,124)
Stock option exercises	23	73	96
Cash required for financing activities	(2,000)	(3,152)	(3,644)
Net increase / (decrease) in cash and cash equivalents	5,934	1,021	(1,087)
Cash and cash equivalents at beginning of period	2,577	1,556	2,643
<b>Cash and cash equivalents at end of period</b>	<b>\$ 8,511</b>	<b>\$ 2,577</b>	<b>\$ 1,556</b>
<b>Supplemental information</b>			
Interest paid, net of capitalized interest	\$ 939	\$ 492	\$ 476
Income taxes paid	1,031	696	373
Leased assets obtained in exchange for new finance lease liabilities	428	379	130
Leased assets obtained in exchange for new operating lease liabilities	262	464	246

See accompanying [Notes to Consolidated Financial Statements](#).

## Consolidated Statements of Shareholders' Investment

(millions)	Common Stock Shares	Stock Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) / Income	Total
February 3, 2018	541.7 \$	45 \$	5,858 \$	6,495 \$	(747) \$	11,651
Net earnings	—	—	—	2,937	—	2,937
Other comprehensive loss	—	—	—	—	(58)	(58)
Dividends declared	—	—	—	(1,347)	—	(1,347)
Repurchase of stock	(27.2)	(2)	—	(2,068)	—	(2,070)
Stock options and awards	3.3	—	184	—	—	184
February 2, 2019	517.8 \$	43 \$	6,042 \$	6,017 \$	(805) \$	11,297
Net earnings	—	—	—	3,281	—	3,281
Other comprehensive loss	—	—	—	—	(63)	(63)
Dividends declared	—	—	—	(1,345)	—	(1,345)
Repurchase of stock	(16.0)	(1)	—	(1,520)	—	(1,521)
Stock options and awards	2.4	—	184	—	—	184
February 1, 2020	504.2 \$	42 \$	6,226 \$	6,433 \$	(868) \$	11,833
Net earnings	—	—	—	4,368	—	4,368
Other comprehensive income	—	—	—	—	112	112
Dividends declared	—	—	—	(1,367)	—	(1,367)
Repurchase of stock	(5.7)	—	—	(609)	—	(609)
Stock options and awards	2.4	—	103	—	—	103
January 30, 2021	500.9 \$	42 \$	6,329 \$	8,825 \$	(756) \$	14,440

We declared \$2.70, \$2.62, and \$2.54 dividends per share for the twelve months ended January 30, 2021, February 1, 2020, and February 2, 2019, respectively.

See accompanying [Notes to Consolidated Financial Statements](#).

## Notes to Consolidated Financial Statements

### 1. Summary of Accounting Policies

**Organization** We are a general merchandise retailer selling products to our guests through our stores and digital channels.

We operate as a single segment that includes all of our continuing operations, which are designed to enable guests to purchase products seamlessly in stores or through our digital channels. Nearly all of our revenues are generated in the United States (U.S.). The vast majority of our long-lived assets are located within the U.S.

**Consolidation** The consolidated financial statements include the balances of Target and its subsidiaries after elimination of intercompany balances and transactions. All material subsidiaries are wholly owned. We consolidate variable interest entities where it has been determined that Target is the primary beneficiary of those entities' operations.

**Use of estimates** The preparation of our consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions affecting reported amounts in the consolidated financial statements and accompanying notes. Actual results may differ significantly from those estimates.

**Fiscal year** Our fiscal year ends on the Saturday nearest January 31. Unless otherwise stated, references to years in this report relate to fiscal years, rather than to calendar years. Fiscal 2020, 2019 and 2018 ended January 30, 2021, February 1, 2020, and February 2, 2019, respectively, and consisted of 52 weeks. Fiscal 2021 will end January 29, 2022, and will consist of 52 weeks.

**Accounting policies** Our accounting policies are disclosed in the applicable Notes to the Consolidated Financial Statements. Certain prior-year amounts have been reclassified to conform to the current-year presentation.

### 2. Coronavirus (COVID-19)

On March 11, 2020, the World Health Organization declared the novel coronavirus disease (COVID-19) a pandemic, and on March 13, 2020, the United States declared a national emergency. States and cities have taken various measures in response to COVID-19, including mandating the closure of certain businesses and encouraging or requiring citizens to avoid large gatherings. To date, virtually all of our stores, digital channels, and distribution centers have remained open.

Throughout 2020, guest shopping patterns changed significantly and unpredictably in reaction to the COVID-19 pandemic. Four of our five core merchandise categories have experienced significant sales growth throughout the year; however, sales of Apparel and Accessories declined significantly in the first quarter before rebounding in the balance of the year. [Note 3](#) provides sales by category. In response to these changes, we have taken many actions, including accelerating purchases of certain merchandise in our core categories and slowing or canceling certain purchase orders, primarily for Apparel and Accessories. As a result of these actions, we recorded \$226 million of purchase order cancellation fees in Cost of Sales.

### 3. Revenues

General merchandise sales represent the vast majority of our revenues. We also earn revenues from a variety of other sources, most notably credit card profit-sharing income from our arrangement with TD Bank Group (TD).

Revenues (millions)	2020	2019	2018
Apparel and accessories <sup>(a)</sup>	\$ 14,772	\$ 14,304	\$ 13,434
Beauty and household essentials <sup>(b)</sup>	24,461	20,616	19,296
Food and beverage <sup>(c)</sup>	18,135	15,039	14,585
Hardlines <sup>(d)</sup>	16,626	12,595	12,709
Home furnishings and décor <sup>(e)</sup>	18,231	14,430	14,298
Other	175	146	111
Sales	92,400	77,130	74,433
Credit card profit sharing	666	680	673
Other	495	302	250
Other revenue	1,161	982	923
Total revenue	\$ 93,561	\$ 78,112	\$ 75,356

<sup>(a)</sup> Includes apparel for women, men, boys, girls, toddlers, infants and newborns, as well as jewelry, accessories, and shoes.

<sup>(b)</sup> Includes beauty and personal care, baby gear, cleaning, paper products, and pet supplies.

<sup>(c)</sup> Includes dry grocery, dairy, frozen food, beverages, candy, snacks, deli, bakery, meat, produce, and food service in our stores.

<sup>(d)</sup> Includes electronics (including video game hardware and software), toys, entertainment, sporting goods, and luggage.

<sup>(e)</sup> Includes furniture, lighting, storage, kitchenware, small appliances, home décor, bed and bath, home improvement, school/office supplies, greeting cards and party supplies, and other seasonal merchandise.

**Merchandise sales** – We record almost all retail store revenues at the point of sale. Digitally originated sales may include shipping revenue and are recorded upon delivery to the guest or upon guest pickup at the store. Total revenues do not include sales tax because we are a pass-through conduit for collecting and remitting sales taxes. Generally, guests may return national brand merchandise within 90 days of purchase and owned and exclusive brands within one year of purchase. Sales are recognized net of expected returns, which we estimate using historical return patterns and our expectation of future returns. As of January 30, 2021, February 1, 2020, and February 2, 2019, the liability for estimated returns was \$139 million, \$117 million, and \$116 million, respectively.

We routinely enter into arrangements with vendors whereby we do not purchase or pay for merchandise until the merchandise is ultimately sold to a guest. Under the vast majority of these arrangements, which represent less than 5 percent of consolidated sales, we record revenue and related costs gross. We concluded that we are the principal in these transactions for a number of reasons, most notably because we 1) control the overall economics of the transactions, including setting the sales price and realizing the majority of cash flows from the sale, 2) control the relationship with the customer, and 3) are responsible for fulfilling the promise to provide goods to the customer. Merchandise received under these arrangements is not included in Inventory because the purchase and sale of this inventory are virtually simultaneous.

Revenue from Target gift card sales is recognized upon gift card redemption, which is typically within one year of issuance. Our gift cards do not expire. Based on historical redemption rates, a small and relatively stable percentage of gift cards will never be redeemed, referred to as "breakage." Estimated breakage revenue is recognized over time in proportion to actual gift card redemptions.

**Gift Card Liability Activity**

(millions)	February 1, 2020	Gift Cards Issued During Current Period But Not Redeemed <sup>(b)</sup>	Revenue Recognized From Beginning Liability	January 30, 2021
Gift card liability <sup>(a)</sup>	\$ 935	\$ 739	\$ (639)	\$ 1,035

<sup>(a)</sup> Included in Accrued and Other Current Liabilities.

<sup>(b)</sup> Net of estimated breakage.

Guests receive a 5 percent discount on nearly all purchases and receive free shipping at Target.com when they use their Target Debit Card, Target Credit Card, or Target MasterCard (RedCards). The discount is included as a sales reduction and was \$1.1 billion, \$962 million, and \$953 million in 2020, 2019, and 2018, respectively.

Target Circle program members earn 1 percent rewards on nearly all non-RedCard purchases. As of January 30, 2021, deferred revenue of \$72 million related to this loyalty program was included in Accrued and Other Current Liabilities. Amounts related to this program were insignificant at February 1, 2020.

*Credit card profit sharing* – We receive payments under a credit card program agreement with TD. Under the agreement, we receive a percentage of the profits generated by the Target Credit Card and Target MasterCard receivables in exchange for performing account servicing and primary marketing functions. TD underwrites, funds, and owns Target Credit Card and Target MasterCard receivables, controls risk management policies, and oversees regulatory compliance.

*Other* – Includes advertising, Shipt membership and service revenues, rental income, and other miscellaneous revenues, none of which are individually significant.

#### 4. Cost of Sales and Selling, General and Administrative Expenses

The following table illustrates the primary items classified in each major expense category:

Cost of Sales	Selling, General and Administrative Expenses
Total cost of products sold including	Compensation and benefit costs for stores and headquarters, except ship from store costs classified as cost of sales
• Freight expenses associated with moving merchandise from our vendors to and between our distribution centers and our retail stores	Occupancy and operating costs of retail and headquarters facilities
• Vendor income that is not reimbursement of specific, incremental, and identifiable costs	Advertising, offset by vendor income that is a reimbursement of specific, incremental, and identifiable costs
Inventory shrink	Pre-opening and exit costs of stores and other facilities
Markdowns	Credit cards servicing expenses
Outbound shipping and handling expenses associated with sales to our guests	Costs associated with accepting third-party bank issued payment cards
Payment term cash discounts	Litigation and defense costs and related insurance recoveries
Distribution center costs, including compensation and benefits costs and depreciation	Other administrative costs
Compensation and benefit costs associated with shipment of merchandise from stores	
Import costs	

Note: The classification of these expenses varies across the retail industry.

## 5. Consideration Received from Vendors

We receive consideration for a variety of vendor-sponsored programs, such as volume rebates, markdown allowances, promotions, and advertising allowances and for our compliance programs, referred to as "vendor income." Additionally, under our compliance programs, vendors are charged for merchandise shipments that do not meet our requirements (violations), such as late or incomplete shipments. Substantially all vendor income is recorded as a reduction of Cost of Sales.

We establish a receivable for vendor income that is earned but not yet received. Based on historical trending and data, this receivable is computed by forecasting vendor income collections and estimating the amount earned. The majority of the year-end vendor income receivables are collected within the following fiscal quarter, and we do not believe there is a reasonable likelihood that the assumptions used in our estimate will change significantly. [Note 10](#) provides additional information.

## 6. Advertising Costs

Advertising costs, which primarily consist of newspaper circulars, digital advertisements, and media broadcast, are generally expensed at first showing or distribution of the advertisement. Reimbursements from vendors that are for specific, incremental, and identifiable advertising costs are recognized as offsets of these advertising costs within Selling, General and Administrative Expenses (SG&A Expenses). Net advertising costs were \$1.5 billion, \$1.6 billion, and \$1.5 billion in 2020, 2019, and 2018, respectively.

## 7. Fair Value Measurements

Fair value measurements are reported in one of three levels based on the lowest level of significant input used: Level 1 (unadjusted quoted prices in active markets); Level 2 (observable market inputs, other than quoted prices included in Level 1); and Level 3 (unobservable inputs that cannot be corroborated by observable market data).

Fair Value Measurements - Recurring Basis			Fair Value as of	
(millions)	Classification	Pricing Category	January 30, 2021	February 1, 2020
<b>Assets</b>				
Short-term investments <sup>(a)</sup>	Cash and Cash Equivalents	Level 1	\$ 7,644	\$ 1,810
Prepaid forward contracts <sup>(b)</sup>	Other Current Assets	Level 1	38	23
Equity securities <sup>(c)</sup>	Other Current Assets	Level 1	—	39
Interest rate swaps <sup>(d)</sup>	Other Noncurrent Assets	Level 2	188	137

<sup>(a)</sup> Carrying value approximates fair value because maturities are less than three months.

<sup>(b)</sup> Initially valued at transaction price. Subsequently valued by reference to the market price of Target common stock.

<sup>(c)</sup> Represents our investment in Casper common stock.

<sup>(d)</sup> Valuations are based on observable inputs to the valuation model (e.g., interest rates and credit spreads). See [Note 17](#) for additional information on interest rate swaps.

In 2020 and 2019, we recorded pretax losses of \$19 million and \$41 million, respectively, related to our investment in Casper within Net Other (Income)/Expense. We sold our investment during 2020.



**Significant Financial Instruments not Measured at Fair Value <sup>(a)</sup>**

(millions)	As of January 30, 2021		As of February 1, 2020	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt, including current portion <sup>(b)</sup>	\$ 10,643	\$ 12,787	\$ 9,992	\$ 11,864

<sup>(a)</sup> The carrying amounts of certain other current assets, commercial paper, accounts payable, and certain accrued and other current liabilities approximate fair value due to their short-term nature.

<sup>(b)</sup> The fair value of debt is generally measured using a discounted cash flow analysis based on current market interest rates for the same or similar types of financial instruments and would be classified as Level 2. These amounts exclude commercial paper, unamortized swap valuation adjustments, and lease liabilities.

**8. Cash and Cash Equivalents**

Cash equivalents include highly liquid investments with an original maturity of three months or less from the time of purchase. Cash equivalents also include amounts due from third-party financial institutions for credit and debit card transactions. These receivables typically settle in five days or less.

Cash and Cash Equivalents (millions)	January 30, 2021	February 1, 2020
Cash	\$ 307	\$ 326
Short-term investments	7,644	1,810
Receivables from third-party financial institutions for credit and debit card transactions	560	441
Cash and cash equivalents <sup>(a)</sup>	\$ 8,511	\$ 2,577

<sup>(a)</sup> We have access to these funds without any significant restrictions, taxes or penalties.

As of January 30, 2021, and February 1, 2020, we reclassified book overdrafts of \$240 million and \$209 million, respectively, to Accounts Payable and \$24 million and \$23 million, respectively, to Accrued and Other Current Liabilities.

**9. Inventory**

The vast majority of our inventory is accounted for under the retail inventory accounting method (RIM) using the last-in, first-out (LIFO) method. Inventory is stated at the lower of LIFO cost or market. Inventory cost includes the amount we pay to our suppliers to acquire inventory, freight costs incurred to deliver product to our distribution centers and stores, and import costs, reduced by vendor income and cash discounts. Distribution center operating costs, including compensation and benefits, are expensed in the period incurred. Inventory is also reduced for estimated losses related to shrink and markdowns. The LIFO provision is calculated based on inventory levels, markup rates, and internally measured retail price indices.

Under RIM, inventory cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the inventory retail value. RIM is an averaging method that has been widely used in the retail industry due to its practicality. The use of RIM will result in inventory being valued at the lower of cost or market because permanent markdowns are taken as a reduction of the retail value of inventory.

**10. Other Current Assets**

Other Current Assets (millions)	January 30, 2021	February 1, 2020
Accounts and other receivables	\$ 631	\$ 498
Vendor income receivable	504	464
Prepaid expenses	171	154
Other	286	217
Total	\$ 1,592	\$ 1,333

## 11. Property and Equipment

Property and equipment, including assets acquired under finance leases, is depreciated using the straight-line method over estimated useful lives or lease terms if shorter. We amortize leasehold improvements purchased after the beginning of the initial lease term over the shorter of the assets' useful lives or a term that includes the original lease term, plus any renewals that are reasonably certain at the date the leasehold improvements are acquired. Depreciation expense for 2020, 2019, and 2018 was \$2.5 billion, \$2.6 billion, and \$2.5 billion, respectively, including depreciation expense included in Cost of Sales. For income tax purposes, accelerated depreciation methods are generally used. Repair and maintenance costs are expensed as incurred. Facility pre-opening costs, including supplies and payroll, are expensed as incurred.

Estimated Useful Lives	Life (Years)
Buildings and improvements	8-39
Fixtures and equipment	2-15
Computer hardware and software	2-7

We review long-lived assets for impairment when store performance expectations, events, or changes in circumstances—such as a decision to relocate or close a store or distribution center, discontinue a project, or make significant software changes—indicate that the asset's carrying value may not be recoverable. We recognized impairment losses of \$62 million, \$23 million, and \$92 million during 2020, 2019, and 2018, respectively. For asset groups classified as held for sale, measurement of an impairment loss is based on the excess of the carrying amount of the asset group over its fair value. We estimate fair value by obtaining market appraisals, obtaining valuations from third-party brokers, or using other valuation techniques. Impairments are recorded in SG&A Expenses.

## 12. Other Noncurrent Assets

Other Noncurrent Assets (millions)	January 30, 2021	February 1, 2020
Goodwill and intangible assets	\$ 668	\$ 686
Company-owned life insurance investments, net of loans	450	418
Other	268	254
Total	\$ 1,386	\$ 1,358

## 13. Goodwill and Intangible Assets

Goodwill totaled \$631 million and \$633 million as of January 30, 2021, and February 1, 2020, respectively. No impairments were recorded in 2020, 2019, or 2018 as a result of the annual goodwill impairment tests performed.

Intangible assets, net of accumulated amortization, totaled \$37 million and \$53 million as of January 30, 2021, and February 1, 2020, respectively, and primarily related to trademarks and customer relationships. We use both accelerated and straight-line methods to amortize definite-lived intangible assets over 4 to 15 years. The weighted average life of intangible assets was 8 years as of January 30, 2021. Amortization expense was \$15 million, \$13 million, and \$14 million in 2020, 2019, and 2018, respectively, and is estimated to be less than \$15 million annually through 2025.

**14. Accrued and Other Current Liabilities**

Accrued and Other Current Liabilities (millions)	January 30, 2021	February 1, 2020
Wages and benefits	\$ 1,677	\$ 1,158
Real estate, sales, and other taxes payable	1,103	601
Gift card liability, net of estimated breakage	1,035	935
Income tax payable	473	129
Dividends payable	341	333
Current portion of operating lease liabilities	211	200
Workers' compensation and general liability <sup>(a)</sup>	169	155
Interest payable	79	69
Other	1,034	826
Total	\$ 6,122	\$ 4,406

<sup>(a)</sup> We retain a substantial portion of the risk related to general liability and workers' compensation claims. We estimate our ultimate cost based on analysis of historical data and actuarial estimates. General liability and workers' compensation liabilities are recorded at our estimate of their net present value.

**15. Commitments and Contingencies****Contingencies**

We are exposed to claims and litigation arising in the ordinary course of business and use various methods to resolve these matters in a manner that we believe serves the best interest of our shareholders and other constituents. When a loss is probable, we record an accrual based on the reasonably estimable loss or range of loss. When no point of loss is more likely than another, we record the lowest amount in the estimated range of loss and, if material, disclose the estimated range of loss. We do not record liabilities for reasonably possible loss contingencies, but do disclose a range of reasonably possible losses if they are material and we are able to estimate such a range. If we cannot provide a range of reasonably possible losses, we explain the factors that prevent us from determining such a range. Historically, adjustments to our estimates have not been material. We believe the recorded reserves in our consolidated financial statements are adequate in light of the probable and estimable liabilities. We do not believe that any of these identified claims or litigation will be material to our results of operations, cash flows, or financial condition.

**Commitments**

Purchase obligations, which include all legally binding contracts such as merchandise royalties, equipment purchases, marketing-related contracts, software acquisition/license commitments, firm minimum commitments for inventory purchases, and service contracts, were \$785 million and \$676 million as of January 30, 2021, and February 1, 2020, respectively. These purchase obligations are primarily due within three years and recorded as liabilities when goods are received or services rendered. Real estate obligations, which include legally binding minimum lease payments for leases signed but not yet commenced, and commitments for the purchase, construction, or remodeling of real estate and facilities, were \$2.1 billion and \$1.4 billion as of January 30, 2021, and February 1, 2020, respectively. Over half of these real estate obligations are due within five years, a portion of which are recorded as liabilities.

We issue inventory purchase orders in the ordinary course of business, which represent authorizations to purchase that are cancelable by their terms. We do not consider purchase orders to be firm inventory commitments. If we choose to cancel a purchase order, we may be obligated to reimburse the vendor for unrecoverable outlays incurred prior to cancellation.

We also issue letters of credit and surety bonds in the ordinary course of business. Trade letters of credit totaled \$2.0 billion and \$1.5 billion as of January 30, 2021, and February 1, 2020, respectively, a portion of which are reflected in Accounts Payable. Standby letters of credit and surety bonds, primarily related to insurance and regulatory requirements, totaled \$472 million and \$468 million as of January 30, 2021, and February 1, 2020, respectively.

## 16. Commercial Paper and Long-Term Debt

As of January 30, 2021, the carrying value and maturities of our debt portfolio were as follows:

Debt Maturities (dollars in millions)	January 30, 2021	
	Rate <sup>(a)</sup>	Balance
Due 2021-2025	3.0 % \$	3,607
Due 2026-2030	3.0	3,392
Due 2031-2035	6.6	507
Due 2036-2040	6.8	936
Due 2041-2045	4.0	1,084
Due 2046-2050	3.8	1,117
Total notes and debentures	3.7	10,643
Swap valuation adjustments		183
Finance lease liabilities		1,854
Less: Amounts due within one year		(1,144)
Long-term debt and other borrowings	\$	11,536

<sup>(a)</sup> Reflects the dollar weighted average stated interest rate as of year-end.

Required Principal Payments (millions)	2021	2022	2023	2024	2025
Total required principal payments	\$ 1,056	\$ 63	\$ —	\$ 1,000	\$ 1,500

In October 2020, we repurchased \$1.77 billion of debt before its maturity at a market value of \$2.25 billion. We recognized a loss on early retirement of \$512 million, which was recorded in Net Interest Expense.

In March 2020, we issued unsecured fixed rate debt of \$1.5 billion at 2.250 percent that matures in April 2025 and \$1.0 billion at 2.650 percent that matures in September 2030.

In January 2020, we issued \$750 million of 10-year unsecured fixed rate debt at 2.350 percent, and separately, we redeemed \$1.0 billion of 3.875 percent unsecured fixed rate debt before its maturity. We recognized a loss on early retirement of approximately \$10 million, which was recorded in Net Interest Expense.

In March 2019, we issued \$1.0 billion of 10-year unsecured fixed rate debt at 3.375 percent, and in June 2019, we repaid \$1.0 billion of 2.3 percent unsecured fixed rate debt at maturity.

We obtain short-term financing from time to time under our commercial paper program.

Commercial Paper (dollars in millions)	2020	2019	2018
Maximum daily amount outstanding during the year	\$ —	\$ 744	\$ 658
Average amount outstanding during the year	—	41	63
Amount outstanding at year-end	—	—	—
Weighted average interest rate	— %	2.36 %	2.00 %

We have a committed \$2.5 billion unsecured revolving credit facility that expires in October 2023. No balances were outstanding at any time during 2020, 2019, or 2018.

Substantially all of our outstanding borrowings are senior, unsecured obligations. Most of our long-term debt obligations contain covenants related to secured debt levels. In addition to a secured debt level covenant, our credit facility also contains a debt leverage covenant. We are, and expect to remain, in compliance with these covenants, which have no practical effect on our ability to pay dividends.

## 17. Derivative Financial Instruments

Our derivative instruments consist of interest rate swaps used to mitigate interest rate risk. As a result, we have counterparty credit exposure to large global financial institutions, which we monitor on an ongoing basis. [Note 7](#) provides the fair value and classification of these instruments.

Under our swap agreements, we pay a floating rate equal to 1-month LIBOR and receive a weighted average fixed rate of 2.6 percent. The agreements have a weighted average remaining maturity of 6.9 years. As of January 30, 2021, and February 1, 2020, interest rate swaps with notional amounts totaling \$1.5 billion were designated as fair value hedges, and all were considered to be perfectly effective under the shortcut method during 2020 and 2019.

As of January 30, 2021, we were party to forward-starting interest rate swaps with notional amounts totaling \$250 million to hedge the interest rate exposure of anticipated future debt issuances. We designated these derivative financial instruments as cash flow hedges. As of January 30, 2021, a \$5 million gain was recorded in Accumulated Other Comprehensive Loss and will be reclassified to Net Interest Expense when the forecasted transaction affects earnings.

Effect of Hedges on Debt (millions)	January 30, 2021		February 1, 2020	
Long-term debt and other borrowings				
Carrying amount of hedged debt	\$	1,677	\$	1,630
Cumulative hedging adjustments, included in carrying amount		183		137

Effect of Hedges on Net Interest Expense (millions)	2020		2019		2018	
Gain (loss) on fair value hedges recognized in Net Interest Expense						
Interest rate swap designated as fair value hedges	\$	46	\$	130	\$	13
Hedged debt		(46)		(130)		(13)
Total	\$	—	\$	—	\$	—

## 18. Leases

We lease certain retail stores, warehouses, distribution centers, office space, land, and equipment. Leases with an initial term of 12 months or less are not recorded on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. We combine lease and nonlease components for new and reassessed leases.

Most leases include one or more options to renew, with renewal terms that can extend the lease term from one to 50 years or more. The exercise of lease renewal options is at our sole discretion. Certain leases also include options to purchase the leased property. The depreciable life of assets and leasehold improvements are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

Certain of our lease agreements include rental payments based on a percentage of retail sales over contractual levels and others include rental payments adjusted periodically for inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

We rent or sublease certain real estate to third parties. Our lease and sublease portfolio consists mainly of operating leases with CVS Pharmacy Inc. (CVS) for space within our stores.

Leases (millions)	Classification		January 30, 2021	February 1, 2020
<b>Assets</b>				
Operating	Operating Lease Assets	\$	2,227	\$ 2,236
Finance	Buildings and Improvements, net of Accumulated Depreciation <sup>(a)</sup>		1,504	1,180
Total leased assets		\$	3,731	\$ 3,416
<b>Liabilities</b>				
Current				
Operating	Accrued and Other Current Liabilities	\$	211	\$ 200
Finance	Current Portion of Long-term Debt and Other Borrowings		88	67
Noncurrent				
Operating	Noncurrent Operating Lease Liabilities		2,218	2,275
Finance	Long-term Debt and Other Borrowings		1,766	1,303
Total lease liabilities		\$	4,283	\$ 3,845

Note: We use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments.

<sup>(a)</sup> Finance lease assets are recorded net of accumulated amortization of \$550 million and \$441 million as of January 30, 2021, and February 1, 2020, respectively.

Lease Cost (millions)	Classification		2020	2019	2018
Operating lease cost <sup>(a)</sup>	SG&A Expenses	\$	332	\$ 287	\$ 251
Finance lease cost					
Amortization of leased assets	Depreciation and Amortization <sup>(b)</sup>		105	82	65
Interest on lease liabilities	Net Interest Expense		62	51	42
Sublease income <sup>(c)</sup>	Other Revenue		(15)	(13)	(11)
Net lease cost		\$	484	\$ 407	\$ 347

<sup>(a)</sup> 2020 includes \$44 million of short-term leases and variable lease costs. Short-term and variable lease costs were insignificant for 2019 and 2018.

<sup>(b)</sup> Supply chain-related amounts are included in Cost of Sales.

<sup>(c)</sup> Sublease income excludes rental income from owned properties of \$48 million, \$48 million, and \$47 million for 2020, 2019, and 2018, respectively, which is included in Other Revenue.

<b>Maturity of Lease Liabilities</b> (millions)		Operating Leases <sup>(a)</sup>	Finance Leases <sup>(b)</sup>	Total
2021	\$	289	\$ 152	\$ 441
2022		290	159	449
2023		283	158	441
2024		269	155	424
2025		256	154	410
After 2025		1,694	1,687	3,381
Total lease payments	\$	3,081	\$ 2,465	\$ 5,546
Less: Interest		652	611	
Present value of lease liabilities	\$	2,429	\$ 1,854	

- (a) Operating lease payments include \$847 million related to options to extend lease terms that are reasonably certain of being exercised and exclude \$231 million of legally binding minimum lease payments for leases signed but not yet commenced.
- (b) Finance lease payments include \$160 million related to options to extend lease terms that are reasonably certain of being exercised and exclude \$1.1 billion of legally binding minimum lease payments for leases signed but not yet commenced.

<b>Lease Term and Discount Rate</b>	January 30, 2021	February 1, 2020
Weighted average remaining lease term (years)		
Operating leases	12.6	13.2
Finance leases	15.8	15.4
Weighted average discount rate		
Operating leases	3.54 %	3.71 %
Finance leases	3.68 %	4.23 %

<b>Other Information</b> (millions)	2020	2019	2018
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	\$ 284	\$ 254	\$ 231
Operating cash flows from finance leases	59	49	45
Financing cash flows from finance leases	70	57	80

## 19. Income Taxes

Earnings from continuing operations before income taxes were \$5.5 billion, \$4.2 billion, and \$3.7 billion during 2020, 2019, and 2018, respectively, including \$764 million, \$653 million, and \$565 million earned by our foreign entities subject to tax outside of the U.S.

<b>Tax Rate Reconciliation – Continuing Operations</b>	2020	2019	2018
Federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of the federal tax benefit	3.3	3.7	3.6
International	(1.2)	(1.4)	(1.3)
Tax Act <sup>(a)</sup>	—	—	(1.0)
Excess tax benefit related to share-based payments	(1.0)	(0.4)	(0.3)
Federal tax credits	(0.6)	(0.8)	(1.1)
Other	(0.3)	(0.1)	(0.6)
Effective tax rate	21.2 %	22.0 %	20.3 %

<sup>(a)</sup> Represents the discrete benefit of the final adjustment to remeasure certain of our net deferred tax liabilities at the lower U.S. corporate income tax rate enacted by the Tax Cuts and Jobs Act of 2017 (Tax Act).

<b>Provision for Income Taxes</b> (millions)	2020	2019	2018
<b>Current:</b>			
Federal	\$ 1,013	\$ 536	\$ 257
State	281	169	116
International	68	38	51
Total current	1,362	743	424
<b>Deferred:</b>			
Federal	(118)	150	263
State	(64)	29	57
International	(2)	(1)	2
Total deferred	(184)	178	322
Total provision	\$ 1,178	\$ 921	\$ 746



<b>Net Deferred Tax Asset / (Liability)</b> (millions)	January 30, 2021	February 1, 2020
Gross deferred tax assets:		
Accrued and deferred compensation	\$ 623	\$ 286
Accruals and reserves not currently deductible	192	147
Self-insured benefits	138	124
Deferred occupancy income	141	148
Lease liabilities	1,108	1,000
Other	55	58
<b>Total gross deferred tax assets</b>	<b>2,257</b>	<b>1,763</b>
Gross deferred tax liabilities:		
Property and equipment	(2,003)	(1,767)
Leased assets	(996)	(880)
Inventory	(146)	(156)
Other	(82)	(74)
<b>Total gross deferred tax liabilities</b>	<b>(3,227)</b>	<b>(2,877)</b>
<b>Total net deferred tax liability</b>	<b>\$ (970)</b>	<b>\$ (1,114)</b>

We file a U.S. federal income tax return and income tax returns in various states and foreign jurisdictions. The U.S. Internal Revenue Service (IRS) has completed exams on the U.S. federal income tax returns for years 2018 and prior. With few exceptions, we are no longer subject to state and local or non-U.S. income tax examinations by tax authorities for years before 2013.

<b>Reconciliation of Liability for Unrecognized Tax Benefits</b> (millions)	2020	2019	2018
Balance at beginning of period	\$ 160	\$ 300	\$ 325
Additions based on tax positions related to the current year	35	28	58
Additions for tax positions of prior years	32	13	10
Reductions for tax positions of prior years	(36)	(69)	(91)
Settlements	(10)	(112)	(2)
Balance at end of period	\$ 181	\$ 160	\$ 300

If we were to prevail on all unrecognized tax benefits recorded, \$99 million of the \$181 million reserve would benefit the effective tax rate. In addition, the reversal of accrued penalties and interest would also benefit the effective tax rate. Interest and penalties associated with unrecognized tax benefits are recorded within income tax expense. During the years ended January 30, 2021, February 1, 2020, and February 2, 2019, we recorded an expense / (benefit) from accrued penalties and interest of \$(12) million, \$(2) million, and \$3 million, respectively. As of January 30, 2021, February 1, 2020, and February 2, 2019 total accrued interest and penalties were \$12 million, \$27 million, and \$32 million, respectively.

It is reasonably possible that the amount of the unrecognized tax benefits with respect to our other unrecognized tax positions will increase or decrease during the next twelve months; however, an estimate of the amount or range of the change cannot be made at this time.

**20. Other Noncurrent Liabilities**

<b>Other Noncurrent Liabilities</b> (millions)	January 30, 2021	February 1, 2020
Deferred compensation	\$ 549	\$ 493
Deferred occupancy income <sup>(a)</sup>	509	539
Income and other taxes payable	436	194
Workers' compensation and general liability	341	310
Pension benefits	57	107
Other	47	81
<b>Total</b>	<b>\$ 1,939</b>	<b>\$ 1,724</b>

<sup>(a)</sup> To be amortized evenly through 2038.

**21. Share Repurchase**

We periodically repurchase shares of our common stock under a board-authorized repurchase program through a combination of open market transactions, accelerated share repurchase arrangements, and other privately negotiated transactions with financial institutions.

<b>Share Repurchase Activity</b> (millions, except per share data)	2020	2019	2018
Total number of shares purchased	5.7	16.0	27.2
Average price paid per share	\$ 107.58	\$ 95.07	\$ 75.88
Total investment	\$ 609	\$ 1,518	\$ 2,067

**22. Share-Based Compensation**

We maintain a long-term incentive plan (the Plan) for key team members and non-employee members of our Board of Directors. The Plan allows us to grant equity-based compensation awards, including stock options, stock appreciation rights, performance share units, restricted stock units, restricted stock awards, or a combination of awards (collectively, share-based awards). The number of unissued common shares reserved for future grants under the Plan was 35.3 million as of January 30, 2021.

Compensation expense associated with share-based awards is recognized on a straight-line basis over the required service period and reflects estimated forfeitures. Share-based compensation expense recognized in SG&A Expenses was \$210 million, \$152 million, and \$134 million, and the related income tax benefit was \$39 million, \$27 million, and \$26 million, in 2020, 2019, and 2018, respectively.

**Restricted Stock Units**

We issue restricted stock units and performance-based restricted stock units generally with 3-year cliff or 4-year graduated vesting from the grant date (collectively restricted stock units) to certain team members. The final number of shares issued under performance-based restricted stock units is based on our total shareholder return relative to a retail peer group over a 3-year performance period. We also regularly issue restricted stock units to our Board of Directors, which vest quarterly over a 1-year period and are settled in shares of Target common stock upon departure from the Board. The fair value for restricted stock units is calculated based on the stock price on the date of grant, incorporating an analysis of the total shareholder return performance measure where applicable. The weighted average grant date fair value for restricted stock units was \$110.80, \$80.01, and \$72.65 in 2020, 2019, and 2018, respectively.

Restricted Stock Unit Activity	Total Nonvested Units	
	Restricted Stock <sup>(a)</sup>	Grant Date Fair Value <sup>(b)</sup>
February 1, 2020	4,316 \$	72.93
Granted	1,833	110.80
Forfeited	(358)	80.65
Vested	(1,427)	70.55
January 30, 2021	4,364 \$	88.99

<sup>(a)</sup> Represents the number of shares of restricted stock units, in thousands. For performance-based restricted stock units, assumes attainment of maximum payout rates as set forth in the performance criteria. Applying actual or expected payout rates, the number of outstanding restricted stock units and performance-based restricted stock units as of January 30, 2021 was 4.33 million.

<sup>(b)</sup> Weighted average per unit.

The expense recognized each period is partially dependent upon our estimate of the number of shares that will ultimately be issued. As of January 30, 2021, there was \$179 million of total unrecognized compensation expense related to restricted stock units, which is expected to be recognized over a weighted average period of 2.5 years. The fair value of restricted stock units vested and converted to shares of Target common stock was \$151 million, \$89 million, and \$119 million in 2020, 2019, and 2018, respectively.

### Performance Share Units

We issue performance share units to certain team members that represent shares potentially issuable in the future. Issuance is based upon our performance, generally relative to a retail peer group, over a 3-year performance period on certain measures primarily including sales growth, after-tax return on invested capital, and EPS growth. The fair value of performance share units is calculated based on the stock price on the date of grant. The weighted average grant date fair value for performance share units was \$106.00, \$86.81, and \$70.94 in 2020, 2019, and 2018, respectively.

Performance Share Unit Activity	Total Nonvested Units	
	Performance Share Units <sup>(a)</sup>	Grant Date Fair Value <sup>(b)</sup>
February 1, 2020	3,575 \$	72.80
Granted	786	106.00
Forfeited	(746)	77.73
Vested	(827)	62.50
January 30, 2021	2,788 \$	87.93

<sup>(a)</sup> Represents the number of performance share units, in thousands. Assumes attainment of maximum payout rates as set forth in the performance criteria. Applying actual or expected payout rates, the number of outstanding performance share units as of January 30, 2021 was 2.13 million.

<sup>(b)</sup> Weighted average per unit.

The expense recognized each period is partially dependent upon our estimate of the number of shares that will ultimately be issued. Future compensation expense for unvested awards could reach a maximum of \$112 million assuming payout of all unvested awards. The unrecognized expense is expected to be recognized over a weighted average period of 1.7 years. The fair value of performance share units vested and converted to shares of Target common stock was \$82 million, \$50 million, and \$43 million in 2020, 2019, and 2018, respectively.

### Stock Options

In May 2017, we granted price-vested stock options to certain team members. Additionally, through 2013, we granted nonqualified stock options to certain team members. All outstanding stock options are vested and currently exercisable.

Stock Option Activity	Stock Options					
	Total Outstanding			Exercisable		
	Number of Options <sup>(a)</sup>	Exercise Price <sup>(b)</sup>	Intrinsic Value <sup>(c)</sup>	Number of Options <sup>(a)</sup>	Exercise Price <sup>(b)</sup>	Intrinsic Value <sup>(c)</sup>
February 1, 2020	2,478	\$ 55.72	\$ 136	714	\$ 56.02	\$ 39
Granted	—	—				
Expired/forfeited	—	—				
Exercised/issued	(2,011)	55.70				
January 30, 2021	467	\$ 55.81	\$ 59	467	\$ 55.81	\$ 59

(a) In thousands.

(b) Weighted average per share.

(c) Represents stock price appreciation subsequent to the grant date, in millions.

Stock Option Exercises (millions)	2020	2019	2018
Cash received for exercise price	\$ 23	\$ 73	\$ 96
Intrinsic value	161	59	50
Income tax benefit	41	15	12

As of January 30, 2021, there was no unrecognized compensation expense related to stock options. The weighted average remaining life of exercisable and outstanding options is 2.2 years.

### 23. Defined Contribution Plans

Team members who meet eligibility requirements can participate in a defined contribution 401(k) plan by investing up to 80 percent of their eligible earnings, as limited by statute or regulation. We match 100 percent of each team member's contribution up to 5 percent of eligible earnings. Company match contributions are made to funds designated by the participant, none of which are based on Target common stock.

In addition, we maintain an unfunded, nonqualified deferred compensation plan for a broad management group whose participation in our 401(k) plan is limited by statute or regulation. These team members choose from a menu of crediting rate alternatives that are generally the same as the investment choices in our 401(k) plan, but also includes a fund based on Target common stock. We credit an additional 2 percent per year to the accounts of all active participants, excluding executive officers, in part to recognize the risks inherent to their participation in this plan. We also maintain a frozen, unfunded, nonqualified deferred compensation plan covering approximately 50 participants. Our total liability under these plans was \$602 million and \$551 million as of January 30, 2021, and February 1, 2020, respectively.

We mitigate our risk of offering the nonqualified plans through investing in company-owned life insurance and prepaid forward contracts that substantially offset our economic exposure to the returns of these plans. These investments are general corporate assets and are marked to market with the related gains and losses recognized in the Consolidated Statements of Operations in the period they occur.

Plan Expenses (millions)	2020	2019	2018
401(k) plan matching contributions expense	\$ 281	\$ 237	\$ 229
Nonqualified deferred compensation plans			
Benefits expense	\$ 86	\$ 80	\$ 18
Related investment (income) / expense	(58)	(53)	6
Nonqualified plans net expense	\$ 28	\$ 27	\$ 24

**24. Pension Plans**

We have a U.S. qualified defined benefit pension plan covering team members who meet eligibility requirements. This plan is closed to new participants. Active participants accrue benefits under a final average pay feature or a cash balance feature. We also have unfunded, nonqualified pension plans for team members with qualified plan compensation restrictions, as well as international plans. Eligibility and the level of benefits under all plans vary depending on each team member's full-time or part-time status, date of hire, age, length of service, and/or compensation.

Funded Status (millions)	Qualified Plan		Nonqualified and International Plans	
	2020	2019	2020	2019
Projected benefit obligations	\$ 4,594	\$ 4,492	\$ 74	\$ 66
Fair value of plan assets	4,588	4,430	11	11
Funded / (underfunded) status	\$ (6)	\$ (62)	\$ (63)	\$ (55)

*Contributions and Estimated Future Benefit Payments*

Our obligations to plan participants can be met over time through a combination of company contributions to these plans and earnings on plan assets. We are not required to make any contributions to our qualified defined benefit pension plan in 2021. However, depending on investment performance and plan funded status, we may elect to make a contribution.

Estimated Future Benefit Payments (millions)	Pension Benefits
2021	\$ 280
2022	218
2023	226
2024	233
2025	239
2026 - 2030	1,279

*Cost of Plans*

Net Pension Benefits Expense (millions)	Classification	2020	2019	2018
Service cost benefits earned	SG&A Expenses	\$ 103	\$ 93	\$ 95
Interest cost on projected benefit obligation	Net Other (Income) / Expense	118	149	146
Expected return on assets	Net Other (Income) / Expense	(242)	(248)	(246)
Amortization of losses	Net Other (Income) / Expense	127	62	82
Amortization of prior service cost	Net Other (Income) / Expense	(11)	(11)	(11)
Settlement charges	Net Other (Income) / Expense	1	1	4
Total		\$ 96	\$ 46	\$ 70

*Assumptions***Benefit Obligation Weighted Average Assumptions**

	2020	2019
Discount rate	2.84 %	3.13 %
Average assumed rate of compensation increase	3.00	3.00
Cash balance plan interest crediting rate	4.64	4.64

**Net Periodic Benefit Expense Weighted Average Assumptions**

	2020	2019	2018
Discount rate	3.13 %	4.28 %	3.93 %
Expected long-term rate of return on plan assets	6.10	6.30	6.30
Average assumed rate of compensation increase	3.00	3.00	3.00
Cash balance plan interest crediting rate	4.64	4.64	4.64

The weighted average assumptions used to measure net periodic benefit expense each year are the rates as of the beginning of the year (i.e., the prior measurement date). Our most recent compound annual rate of return on qualified plan assets was 10.2 percent, 9.0 percent, 7.6 percent, and 7.0 percent for the 5-year, 10-year, 15-year, and 20-year time periods, respectively.

The market-related value of plan assets is used in calculating the expected return on assets. Historical differences between expected and actual returns are deferred and recognized in the market-related value over a 5-year period from the year in which they occur.

We review the expected long-term rate of return annually and revise it as appropriate. Additionally, we monitor the mix of investments in our portfolio to ensure alignment with our long-term strategy to manage pension cost and reduce volatility in our assets. Our 2020 expected annualized long-term rate of return assumptions were 7.0 percent for domestic equity securities, 7.5 percent for international equity securities, 3.5 percent for long-duration debt securities, 7.0 percent for diversified funds, and 7.5 percent for other investments. These estimates are a judgmental matter in which we consider the composition of our asset portfolio, our historical long-term investment performance, and current market conditions.

*Benefit Obligation***Change in Projected Benefit Obligation**

(millions)	Qualified Plan		Nonqualified and International Plans	
	2020	2019	2020	2019
Benefit obligation at beginning of period	\$ 4,492	\$ 3,905	\$ 66	\$ 53
Service cost	97	90	6	3
Interest cost	117	146	1	3
Actuarial loss <sup>(a)</sup>	144	615	7	11
Participant contributions	7	11	—	—
Benefits paid	(263)	(275)	(6)	(4)
Benefit obligation at end of period <sup>(b)</sup>	\$ 4,594	\$ 4,492	\$ 74	\$ 66

<sup>(a)</sup> 2020 and 2019 actuarial losses relate to the decreases in the weighted average discount rate.

<sup>(b)</sup> Accumulated benefit obligation—the present value of benefits earned to date assuming no future salary growth—is materially consistent with the projected benefit obligation in each period presented.

Plan Assets

Change in Plan Assets (millions)	Qualified Plan		Nonqualified and International Plans	
	2020	2019	2020	2019
Fair value of plan assets at beginning of period	\$ 4,430	\$ 3,915	\$ 11	\$ 10
Actual return on plan assets	414	729	2	—
Employer contributions	—	50	4	5
Participant contributions	7	11	—	—
Benefits paid	(263)	(275)	(6)	(4)
Fair value of plan assets at end of period	\$ 4,588	\$ 4,430	\$ 11	\$ 11

Our asset allocation policy is designed to reduce the long-term cost of funding our pension obligations. The plan invests with both passive and active investment managers depending on the investment. The plan also seeks to reduce the risk associated with adverse movements in interest rates by employing an interest rate hedging program, which includes the use of derivative instruments.

Asset Category	Current Targeted Allocation	Actual Allocation	
		2020	2019
Domestic equity securities <sup>(a)</sup>	15 %	16 %	14 %
International equity securities	10	10	10
Debt securities	45	44	46
Diversified funds	25	25	25
Other <sup>(b)</sup>	5	5	5
Total	100 %	100 %	100 %

<sup>(a)</sup> Equity securities include our common stock in amounts substantially less than 1 percent of total plan assets in both periods presented.

<sup>(b)</sup> Other assets include private equity, mezzanine and high-yield debt, natural resources and timberland funds, derivative instruments, and real estate.

Fair Value Measurements (millions)	Pricing Category	Fair Value at	
		January 31, 2021	January 31, 2020
Cash and cash equivalents	Level 1	\$ 19	\$ 12
Derivatives	Level 2	(5)	18
Government securities <sup>(a)</sup>	Level 2	516	604
Fixed income <sup>(b)</sup>	Level 2	1,424	1,330
		1,954	1,964
Investments valued using NAV per share <sup>(c)</sup>			
Fixed income		68	64
Private equity funds		73	75
Cash and cash equivalents		115	163
Common collective trusts		1,122	961
Diversified funds		1,165	1,109
Other		102	105
<b>Total plan assets</b>		<b>\$ 4,599</b>	<b>\$ 4,441</b>

<sup>(a)</sup> Investments in government securities and long-term government bonds.

<sup>(b)</sup> Investments in corporate and municipal bonds.

<sup>(c)</sup> In accordance with Subtopic 820-10, certain investments that are measured at fair value using the net asset value per share (or its equivalent) 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 amounts presented in the statement of financial position.

Position	Valuation Technique
Cash and cash equivalents	Carrying value approximates fair value.
Derivatives	Swap derivatives - Valuations are based on observable inputs to the valuation model (e.g., interest rates and credit spreads). Model inputs are changed only when corroborated by market data. A credit risk adjustment is made on each swap using observable market credit spreads.  Option derivatives - Valued at transaction price initially. Subsequent valuations are based on observable inputs to the valuation model (e.g., underlying investments).
Government securities and fixed income	Valued using matrix pricing models and quoted prices of securities with similar characteristics.

#### Amounts Included in Shareholders' Investment

Amounts in Accumulated Other Comprehensive Loss (millions)		2020	2019
Net actuarial loss		\$ 987	\$ 1,138
Prior service credits		(2)	(13)
<b>Amounts in Accumulated Other Comprehensive Loss <sup>(a)</sup></b>		<b>\$ 985</b>	<b>\$ 1,125</b>

<sup>(a)</sup> \$735 million and \$837 million, net of tax, at the end of 2020 and 2019, respectively.



**25. Accumulated Other Comprehensive Loss****Change in Accumulated Other Comprehensive Loss**

(millions)	Cash Flow Hedges	Currency Translation Adjustment	Pension	Total
February 1, 2020	\$ (12)	\$ (19)	\$ (837)	\$ (868)
Other comprehensive income before reclassifications, net of tax	3	1	15	19
Amounts reclassified from AOCI, net of tax	6 <sup>(a)</sup>	—	87 <sup>(b)</sup>	93
January 30, 2021	\$ (3)	\$ (18)	\$ (735)	\$ (756)

<sup>(a)</sup> Represents amortization of gains and losses on cash flow hedges, net of taxes, which is recorded in Net Interest Expense.

<sup>(b)</sup> Represents amortization of pension gains and losses, net of \$30 million of taxes, which is recorded in Net Other (Income)/Expense. See [Note 24](#) for additional information.

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

Not applicable.

**Item 9A. Controls and Procedures****Changes in Internal Control Over Financial Reporting**

During the most recently completed fiscal quarter, the following changes materially affected, or are reasonably likely to materially affect, our internal control over financial reporting:

- We are in the process of a broad multi-year migration of many mainframe-based systems and middleware products to a modern platform, including systems and processes supporting inventory and supply chain-related transactions.
- During 2020, as a result of COVID-19, we performed physical inventory counts using a statistical sampling method. Under this method, we have recorded estimated losses related to shrink and markdowns based upon the results of our sample counts.

During the most recently completed fiscal quarter, no other change in our internal control over financial reporting materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Evaluation of Disclosure Controls and Procedures**

As of the end of the period covered by this Annual Report, we conducted an evaluation, under supervision and with the participation of management, including the chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Securities Exchange Act of 1934, as amended (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. Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) of the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed by us in reports filed with the SEC under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed under the Exchange Act is 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 disclosure.

For the Report of Management on Internal Control and the Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting, see [Part II, Item 8, Financial Statements and Supplementary Data](#).

**Item 9B. Other Information**

Not applicable.

## PART III

Certain information required by Part III is incorporated by reference from Target's definitive Proxy Statement for the Annual Meeting of Shareholders to be held on June 9, 2021 (our Proxy Statement). Except for those portions specifically incorporated in this Form 10-K by reference to the Proxy Statement, no other portions of the Proxy Statement are deemed to be filed as part of this Form 10-K.

### Item 10. Directors, Executive Officers and Corporate Governance

The following sections of the Proxy Statement are incorporated herein by reference:

- Item one--Election of directors
- General information about corporate governance and the Board
  - Business ethics and conduct
  - Committees
- Questions and answers about the 2021 Annual Meeting and voting--Question 14

See also [Part I](#), [Item 4A](#), [Executive Officers](#) of this Form 10-K.

### Item 11. Executive Compensation

The following sections of the Proxy Statement are incorporated herein by reference:

- Compensation Discussion and Analysis
- Compensation tables
- Human Resources & Compensation Committee Report

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

The following sections of the Proxy Statement are incorporated herein by reference:

- Stock ownership information--
  - Beneficial ownership of directors and officers
  - Beneficial ownership of Target's largest shareholders
- Compensation tables--Equity compensation plan information

### Item 13. Certain Relationships and Related Transactions, and Director Independence

The following sections of the Proxy Statement are incorporated herein by reference:

- General information about corporate governance and the Board of Directors--
  - Policy on transactions with related persons
  - Director independence
  - Committees

### Item 14. Principal Accountant Fees and Services

The following section of the Proxy Statement is incorporated herein by reference:

- Item two-- Ratification of appointment of Ernst & Young LLP as independent registered public accounting firm--audit and non-audit fees

## PART IV

### Item 15. Exhibits, Financial Statement Schedules

The following information required under this item is filed as part of this report:

#### a) Financial Statements

- [Consolidated Statements of Operations](#) for the Years Ended January 30, 2021, February 1, 2020, and February 2, 2019
- [Consolidated Statements of Comprehensive Income](#) for the Years Ended January 30, 2021, February 1, 2020, and February 2, 2019
- [Consolidated Statements of Financial Position](#) as of January 30, 2021, and February 1, 2020
- [Consolidated Statements of Cash Flows](#) for the Years Ended January 30, 2021, February 1, 2020, and February 2, 2019
- [Consolidated Statements of Shareholders' Investment](#) for the Years Ended January 30, 2021, February 1, 2020, and February 2, 2019
- [Notes to Consolidated Financial Statements](#)
- [Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements](#)

#### Financial Statement Schedules

None.

Other schedules have not been included either because they are not applicable or because the information is included elsewhere in this Report.

## b) Exhibits

- (3)A [Amended and Restated Articles of Incorporation \(as amended through June 9, 2010\)](#) <sup>(1)</sup>
- B [Bylaws \(as amended through March 27, 2020\)](#) <sup>(2)</sup>
- (4)A [Indenture, dated as of August 4, 2000 between Target Corporation and Bank One Trust Company, N.A.](#) <sup>(3)</sup>
- B [First Supplemental Indenture dated as of May 1, 2007 to Indenture dated as of August 4, 2000 between Target Corporation and The Bank of New York Trust Company, N.A. \(as successor in interest to Bank One Trust Company N.A.\)](#) <sup>(4)</sup>
- C Target agrees to furnish to the Commission on request copies of other instruments with respect to long-term debt.
- D [Description of Securities](#)
- (10)A\* [Target Corporation Executive Officer Cash Incentive Plan](#)
- B\* [Target Corporation Long-Term Incentive Plan \(as amended and restated effective June 8, 2011\)](#) <sup>(5)</sup>
- C\* [Amended and Restated Target Corporation 2011 Long-Term Incentive Plan \(as amended and restated effective September 1, 2017\)](#) <sup>(6)</sup>
- D\* [Target Corporation 2020 Long-Term Incentive Plan](#) <sup>(7)</sup>
- E\* [Target Corporation SPP I \(2016 Plan Statement\) \(as amended and restated effective April 3, 2016\)](#) <sup>(8)</sup>
- F\* [Target Corporation SPP II \(2016 Plan Statement\) \(as amended and restated effective April 3, 2016\)](#) <sup>(9)</sup>
- G\* [Target Corporation SPP III \(2014 Plan Statement\) \(as amended and restated effective January 1, 2014\)](#) <sup>(10)</sup>
- H\* [Amendment to Target Corporation SPP III \(2014 Plan Statement\) \(effective April 3, 2016\)](#) <sup>(11)</sup>
- I\* [Target Corporation Officer Deferred Compensation Plan \(as amended and restated effective June 8, 2011\)](#) <sup>(12)</sup>
- J\* [Target Corporation Officer EDCP \(2021 Plan Statement\) \(as amended and restated effective January 1, 2021\)](#)
- K\* [Target Corporation Deferred Compensation Plan Directors](#) <sup>(13)</sup>
- L\* [Target Corporation DDCP \(2013 Plan Statement\) \(as amended and restated effective December 1, 2013\)](#) <sup>(14)</sup>
- M\* [Target Corporation Officer Income Continuation Plan \(as amended and restated effective September 1, 2017\)](#) <sup>(15)</sup>
- N\* [Target Corporation Executive Excess Long Term Disability Plan \(as restated effective January 1, 2010\)](#) <sup>(16)</sup>
- O\* [Director Retirement Program](#) <sup>(17)</sup>
- P\* [Target Corporation Deferred Compensation Trust Agreement \(as amended and restated effective January 1, 2009\)](#) <sup>(18)</sup>
- Q\* [Amendment dated June 8, 2011 to Target Corporation Deferred Compensation Trust Agreement \(as amended and restated effective January 1, 2009\)](#) <sup>(19)</sup>
- R\* [Amendment dated October 25, 2017 to Target Corporation Deferred Compensation Trust Agreement \(as amended and restated effective January 1, 2009\)](#) <sup>(20)</sup>
- S\* [Amendment dated December 18, 2020 to Target Corporation Deferred Compensation Trust Agreement \(as amended and restated effective January 1, 2009\)](#)
- T\* [Form of Amended and Restated Executive Non-Qualified Stock Option Agreement](#) <sup>(21)</sup>
- U\* [Form of Restricted Stock Unit Agreement](#)
- V\* [Form of Performance-Based Restricted Stock Unit Agreement](#)
- W\* [Form of Performance Share Unit Agreement](#)
- X\* [Form of Price-Vested Stock Option Agreement](#) <sup>(22)</sup>
- Y\* [Form of Non-Employee Director Non-Qualified Stock Option Agreement](#) <sup>(23)</sup>
- Z\* [Form of Non-Employee Director Restricted Stock Unit Agreement](#) <sup>(24)</sup>
- AA\* [Form of Cash Retention Award](#) <sup>(25)</sup>

BB *	<a href="#">Aircraft Time Sharing Agreement as of March 13, 2015 among Target Corporation and Brian C. Cornell</a> <sup>(26)</sup>
CC *	<a href="#">Transition Agreement dated January 7, 2019</a> <sup>(27)</sup>
DD	<a href="#">Five-Year Credit Agreement dated as of October 5, 2016 among Target Corporation, Bank of America, N.A. as Administrative Agent and the Banks listed therein</a> <sup>(28)</sup>
EE	<a href="#">Extension Amendment dated August 7, 2017 to Five-Year Credit Agreement among Target Corporation, Bank of America, N.A. as Administrative Agent and the Banks listed therein</a> <sup>(29)</sup>
FF	<a href="#">Second Extension Amendment dated August 6, 2018 to Five-Year Credit Agreement among Target Corporation, Bank of America, N.A. as Administrative Agent and the Banks listed therein</a> <sup>(30)</sup>
GG ‡	<a href="#">Credit Card Program Agreement dated October 22, 2012 among Target Corporation, Target Enterprise, Inc. and TD Bank USA, N.A.</a> <sup>(31)</sup>
HH ‡	<a href="#">First Amendment dated February 24, 2015 to Credit Card Program Agreement among Target Corporation, Target Enterprise, Inc. and TD Bank USA, N.A.</a> <sup>(32)</sup>
II †	<a href="#">Second Amendment dated November 19, 2019 to Credit Card Program Agreement among Target Corporation, Target Enterprise, Inc. and TD Bank USA, N.A.</a> <sup>(33)</sup>
JJ ‡	<a href="#">Pharmacy Operating Agreement dated December 16, 2015 between Target Corporation and CVS Pharmacy, Inc.</a> <sup>(34)</sup>
KK ‡	<a href="#">First Amendment dated November 30, 2016 to Pharmacy Operating Agreement between Target Corporation and CVS Pharmacy, Inc.</a> <sup>(35)</sup>
LL	<a href="#">Second Amendment dated January 9, 2018 to Pharmacy Operating Agreement between Target Corporation and CVS Pharmacy, Inc.</a> <sup>(36)</sup>
(21)	<a href="#">List of Subsidiaries</a>
(23)	<a href="#">Consent of Independent Registered Public Accounting Firm</a>
(24)	<a href="#">Powers of Attorney</a>
(31)A	<a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
(31)B	<a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
(32)A	<a href="#">Certification of the Chief Executive Officer Pursuant to Section 18 U.S.C. Section 1350 Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
(32)B	<a href="#">Certification of the Chief Financial Officer Pursuant to Section 18 U.S.C. Section 1350 Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

Copies of exhibits will be furnished upon written request and payment of Registrant's reasonable expenses in furnishing the exhibits.

- ‡ Certain portions of this exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.
- † Certain portions of this exhibit are confidential and have been omitted pursuant to Item 601(b)(10) of Regulation S-K. Target agrees to supplementally furnish to the Securities and Exchange Commission a copy of such omissions upon request.
- \* Management contract or compensation plan or arrangement required to be filed as an exhibit to this Form 10-K.

- (1) Incorporated by reference to Exhibit (3)A to Target's Form 8-K Report filed June 10, 2010.
- (2) Incorporated by reference to Exhibit (3)B to Target's Form 8-K Report filed April 2, 2020.
- (3) Incorporated by reference to Exhibit 4.1 to Target's Form 8-K Report filed August 10, 2000.
- (4) Incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K Report filed May 1, 2007.
- (5) Incorporated by reference to Exhibit (10)B to Target's Form 10-Q Report for the quarter ended July 30, 2011.
- (6) Incorporated by reference to Exhibit (10)C to Target's Form 10-Q Report for the quarter ended July 29, 2017.

- (7) Incorporated by reference to Exhibit (10) D to Target's Form 8-K Report filed June 11, 2020.
- (8) Incorporated by reference to Exhibit (10)C to Target's Form 10-Q Report for the quarter ended April 30, 2016.
- (9) Incorporated by reference to Exhibit (10)D to Target's Form 10-Q Report for the quarter ended April 30, 2016.
- (10) Incorporated by reference to Exhibit (10)E to Target's Form 10-K Report for the year ended February 1, 2014.
- (11) Incorporated by reference to Exhibit (10)NN to Target's Form 10-Q Report for the quarter ended April 30, 2016.
- (12) Incorporated by reference to Exhibit (10)F to Target's Form 10-Q Report for the quarter ended July 30, 2011.
- (13) Incorporated by reference to Exhibit (10)I to Target's Form 10-K Report for the year ended February 3, 2007.
- (14) Incorporated by reference to Exhibit (10)I to Target's Form 10-K Report for the year ended February 1, 2014.
- (15) Incorporated by reference to Exhibit (10)L to Target's Form 10-Q Report for the quarter ended July 29, 2017.
- (16) Incorporated by reference to Exhibit (10)A to Target's Form 10-Q Report for the quarter ended October 30, 2010.
- (17) Incorporated by reference to Exhibit (10)O to Target's Form 10-K Report for the year ended January 29, 2005.
- (18) Incorporated by reference to Exhibit (10)O to Target's Form 10-K Report for the year ended January 31, 2009.
- (19) Incorporated by reference to Exhibit (10)AA to Target's Form 10-Q Report for the quarter ended July 30, 2011.
- (20) Incorporated by reference to Exhibit (10)MM to Target's Form 10-Q Report for the quarter ended October 28, 2017.
- (21) Incorporated by reference to Exhibit (10)V to Target's Form 10-K Report for the year ended January 31, 2015.
- (22) Incorporated by reference to Exhibit (10)JJ to Target's Form 10-Q Report for the quarter ended April 29, 2017.
- (23) Incorporated by reference to Exhibit (10)EE to Target's Form 8-K Report filed January 11, 2012.
- (24) Incorporated by reference to Exhibit (10)Y to Target's Form 10-Q Report for the quarter ended August 1, 2020.
- (25) Incorporated by reference to Exhibit (10)W to Target's Form 10-K Report for the year ended February 2, 2013.
- (26) Incorporated by reference to Exhibit (10)HH to Target's Form 10-K Report for the year ended January 31, 2015.
- (27) Incorporated by reference to Exhibit (10)A to Target's Form 8-K Report filed January 10, 2019.
- (28) Incorporated by reference to Exhibit (10)O to Target's Form 10-Q Report for the quarter ended October 29, 2016.
- (29) Incorporated by reference to Exhibit (10)LL to Target's Form 10-Q Report for the quarter ended October 28, 2017.
- (30) Incorporated by reference to Exhibit (10)II to Target's Form 10-Q Report for the quarter ended November 3, 2018.
- (31) Incorporated by reference to Exhibit (10)X to Target's Form 10-Q/A Report for the quarter ended May 4, 2013.
- (32) Incorporated by reference to Exhibit (10)II to Target's Form 10-Q Report for the quarter ended May 2, 2015.
- (33) Incorporated by reference to Exhibit (10)HH to Target's Form 10-K Report for the year ended February 1, 2020.
- (34) Incorporated by reference to Exhibit (10)KK to Target's Form 10-K Report for the year ended January 30, 2016.
- (35) Incorporated by reference to Exhibit (10)CC to Target's Form 10-K Report for the year ended January 28, 2017.
- (36) Incorporated by reference to Exhibit (10)HH to Target's Form 10-K Report for the year ended February 3, 2018.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Target has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TARGET CORPORATION

By: /s/ Michael J. Fiddelke  
Michael J. Fiddelke  
Executive Vice President and Chief Financial Officer

Dated: March 10, 2021

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

/s/ Brian C. Cornell  
Brian C. Cornell  
Chairman of the Board and Chief Executive Officer

Dated: March 10, 2021

/s/ Michael J. Fiddelke  
Michael J. Fiddelke  
Executive Vice President and Chief Financial Officer

Dated: March 10, 2021

/s/ Robert M. Harrison  
Robert M. Harrison  
Senior Vice President, Chief Accounting Officer  
and Controller

Dated: March 10, 2021

DOUGLAS M. BAKER, JR.  
GEORGE S. BARRETT  
CALVIN DARDEN  
ROBERT L. EDWARDS  
MELANIE L. HEALEY  
DONALD R. KNAUSS

CHRISTINE A. LEAHY  
MONICA C. LOZANO  
MARY E. MINNICK  
DERICA W. RICE  
KENNETH L. SALAZAR  
DMITRI L. STOCKTON

Constituting a majority of the Board of Directors

Michael J. Fiddelke, by signing his name hereto, does hereby sign this document pursuant to powers of attorney duly executed by the Directors named, filed with the Securities and Exchange Commission on behalf of such Directors, all in the capacities and on the date stated.

By: /s/ Michael J. Fiddelke  
Michael J. Fiddelke  
Attorney-in-fact

Dated: March 10, 2021



**DESCRIPTION OF THE REGISTRANT'S SECURITIES  
REGISTERED PURSUANT TO SECTION 12 OF THE  
SECURITIES EXCHANGE ACT OF 1934**

The following description summarizes the material terms and provisions of the common stock of Target Corporation, which is our only class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended. It is subject to and qualified in its entirety by reference to our amended and restated articles of incorporation, our bylaws and the applicable provisions of the Minnesota Business Corporation Act ("MBCA") for additional information.

**General**

**Authorized Capital Stock.** We are authorized to issue up to 6,000,000,000 shares of common stock, par value \$0.0833 per share, and 5,000,000 shares of preferred stock, par value \$0.01 per share.

**Dividends.** Holders of common stock may receive dividends if, when and as declared by our board of directors out of our funds that we can legally use to pay dividends. We may pay dividends in cash, stock or other property. In certain cases, holders of common stock may not receive dividends until we have satisfied our obligations to any holders of outstanding preferred stock.

**Voting Rights.** Holders of common stock have the exclusive power to vote on all matters presented to our shareholders unless Minnesota law or the certificate of designation for an outstanding series of preferred stock gives the holders of that preferred stock the right to vote on certain matters. Each holder of common stock is entitled to one vote per share. Holders of common stock may not cumulate their votes when voting for directors, which means that a holder cannot cast more than one vote per share for each director.

**Other Rights.** If we voluntarily or involuntarily liquidate, dissolve or wind up our business, holders of common stock will receive pro rata, according to shares held by them, any remaining assets distributable to our shareholders after we have provided for any liquidation preference for outstanding shares of preferred stock. When we issue securities in the future, holders of common stock have no preemptive rights to buy any portion of those issued securities. Holders of our common stock have no rights to have their shares of common stock redeemed by us or to convert their shares of common stock into shares of any other class of our capital stock.

**Listing.** Our outstanding shares of common stock are listed on the New York Stock Exchange under the symbol "TGT." EQ Shareowner Services serves as the transfer agent and registrar for our common stock.

**Fully Paid.** The outstanding shares of common stock are fully paid and nonassessable. This means the full purchase price for the outstanding shares of common stock has been paid and the holders of such shares will not be assessed any additional amounts for such shares. Any additional common stock that we may issue in the future pursuant to an offering under a prospectus or upon the conversion or exercise of other securities will also be fully paid and nonassessable.

**Anti-takeover Provisions Contained in Our Articles of Incorporation and Bylaws**

Certain provisions of our amended and restated articles of incorporation and bylaws may make it less likely that our management would be changed or someone would acquire voting control of our company without our board's consent. These provisions may delay, deter or prevent tender offers or takeover attempts that shareholders may believe are in their best interests, including tender offers or attempts that might allow shareholders to receive premiums over the market price of their common stock.

**Preferred Stock.** Our board of directors can at any time, under our amended and restated articles of incorporation, and without shareholder approval, issue one or more new series of preferred stock. In some cases, the issuance of preferred stock without shareholder approval could discourage or make more difficult attempts to take control of our company through a merger, tender offer, proxy contest or otherwise. Preferred stock with special voting rights or other features issued to persons favoring our management could stop a takeover by preventing the person trying to take

control of our company from acquiring enough voting shares necessary to take control.

**Nomination Procedures.** In addition to our board of directors, shareholders can nominate candidates for our board of directors. However, a shareholder must follow the advance notice procedures described in Section 2.09 of our bylaws. In general, a shareholder must submit a written notice of the nomination to our corporate secretary at least 90 days before the anniversary date of the prior year's annual meeting of shareholders, together with required information regarding the shareholder proponent and the nominee and the written consent of the nominee to serve as director. Shareholders seeking to have director nominations included in our annual proxy statement must comply with the requirements of Section 2.10 of our bylaws. Among other things, the shareholder, or group of up to 20 shareholders, must own 3% or more of our outstanding common stock continuously for at least the previous three years to nominate and include in our annual proxy statement director nominees constituting up to 20% of our board of directors or at least two directors.

**Proposal Procedures.** Shareholders can propose that business other than nominations to our board of directors be considered at an annual meeting of shareholders only if a shareholder follows the advance notice procedures described in our bylaws. In general, a shareholder must submit a written notice of the proposal together with required information regarding the shareholder and the shareholder's interest in the proposal to our corporate secretary at least 90 days before the anniversary date of the previous year's annual meeting of our shareholders. Shareholders seeking to have a proposal, other than director nominations, included in our annual proxy statement must comply with the requirements of Rule 14a-8 of the proxy rules under the federal securities laws.

**Amendment of Bylaws.** Under our bylaws, our board of directors can adopt, amend or repeal the bylaws, subject to limitations under the MBCA. Our shareholders also have the power to change or repeal our bylaws.

### **Certain Provisions of the MBCA**

**Shareholder Action by Unanimous Written Consent.** Section 302A.441 of the MBCA provides that action may be taken by shareholders without a meeting only by unanimous written consent.

**Control Share Provision.** Section 302A.671 of the MBCA applies, with certain exceptions, to any acquisition of our voting stock (from a person other than us and other than in connection with certain mergers and exchanges to which we are a party) resulting in the acquiring person owning 20% or more of our voting stock then outstanding. Section 302A.671 requires approval of any such acquisitions by both (i) the affirmative vote of the holders of a majority of the shares entitled to vote, including shares held by the acquiring person, and (ii) the affirmative vote of the holders of a majority of the shares entitled to vote, excluding all interested shares. In general, shares acquired in the absence of such approval are denied voting rights and are redeemable at their then fair market value by us within 30 days after the acquiring person has failed to give a timely information statement to us or the date the shareholders voted not to grant voting rights to the acquiring person's shares.

**Business Combination Provision.** Section 302A.673 of the MBCA generally prohibits us or any of our subsidiaries from entering into any merger, share exchange, sale of material assets or similar transaction with a 10% shareholder within four years following the date the person became a 10% shareholder, unless either the transaction or the person's acquisition of shares is approved prior to the person becoming a 10% shareholder by a committee of all of the disinterested members of our board of directors.

**Takeover Offer; Fair Price.** Under Section 302A.675 of the MBCA, an offeror may not acquire shares of a publicly held corporation within two years following the last purchase of shares pursuant to a takeover offer with respect to that class, including acquisitions made by purchase, exchange, merger, consolidation, partial or complete liquidation, redemption, reverse stock split, recapitalization, reorganization, or any other similar transaction, unless (i) the acquisition is approved by a committee of the board's disinterested directors before the purchase of any shares by the offeror pursuant to the earlier takeover offer, or (ii) shareholders are afforded, at the time of the

proposed acquisition, a reasonable opportunity to dispose of the shares to the offeror upon substantially equivalent terms as those provided in the earlier takeover offer.

***Greenmail Restrictions.*** Under Section 302A.553 of the MBCA, a corporation is prohibited from buying shares at an above-market price from a greater than 5% shareholder who has held the shares for less than two years unless (i) the purchase is approved by holders of a majority of the outstanding shares entitled to vote, or (ii) the corporation makes an equal or better offer to all shareholders for all other shares of that class or series and any other class or series into which they may be converted.

**TARGET CORPORATION**  
**EXECUTIVE OFFICER CASH INCENTIVE PLAN**  
(Adopted on January 12, 2021)

**Article I—Background**

**1.1 Name.** The name of this plan is the "Target Corporation Executive Officer Cash Incentive Plan." It is sometimes hereinafter referred to as the "Plan." Unless otherwise defined in the Plan or the context clearly indicates to the contrary, capitalized terms are defined in Article II.

**1.2 Compensation Policy and Plan Intent.** The Plan provides incentive cash bonus payments to Executive Officers whose work helps the Company achieve its goals and objectives.

**1.3 Eligibility.** Bonuses may be granted to any Executive Officer who is designated as a Participant from time to time by the Committee. Designation as a Participant for a Bonus in one period shall not confer on a Participant the right to participate in the Plan for any other period.

**Article II—Definitions**

**2.1 Board.** "Board" means the Board of Directors of the Company.

**2.2 Bonus.** "Bonus" means an incentive award which, subject to such terms and conditions as may be prescribed by the Committee, entitles a Participant to receive a cash bonus payment from the Company pursuant to Article III.

**2.3 Company.** "Company" refers to Target Corporation and its subsidiaries.

**2.4 Committee.** "Committee" means the Human Resources & Compensation Committee of the Board and if no such named committee shall be designated by the Board, it shall mean the Committee of the Board most nearly performing the duties of the Human Resources & Compensation Committee as defined at the time of its elimination as a Board Committee.

**2.5 Executive Officer.** "Executive Officer" is as defined in Rule 3b-7 under the Securities Exchange Act of 1934, as amended.

**2.6 Participants.** "Participants" means Executive Officers participating in the Plan.

**2.7 Performance Measures.** "Performance Measures" means any measure of performance as determined by the Committee, including one or a combination of two or more Performance Measures. Performance Measures may be quantitative or qualitative in nature and may be different for individual Participants within the same Performance Period. Without limiting the authority of the Committee, Performance Measures may be based on total revenue; sales; comparable sales; earnings before one or more of interest, taxes, depreciation and amortization; net earnings; earnings per share; profitability as measured by return ratios (including, but not limited to, return on assets, return on equity, return on invested capital, return on revenue, and return on sales); operating income; cash flow (including, but not limited to, operating cash flow, free cash flow and cash flow return on investment); margins (including, but not limited to, one or more of gross, operating and net earnings margins); cost and expense management; interest coverage; debt leverage; net debt; net debt to earnings before one or more of interest, taxes, depreciation, amortization and rent expense ratio; selling, general, and administrative expense rate; economic value added or similar value added measurements; total shareholder return; market share; Target Corporation share price; or working capital.

**2.8 Performance Period.** "Performance Period" is the period, which shall be a period of at least one fiscal quarter, specified by the Committee at the time a Bonus is granted during which specified Performance Measures must be attained as a condition to the payment of the Bonus.

### Article III—Bonuses

**3.1 General.** Bonuses may be granted to a Participant in such amounts and upon such terms, and at any time and from time to time, as shall be determined by the Committee. The Committee, at the time a Bonus is granted, shall specify the terms and conditions which govern the Bonus, which terms and conditions will prescribe the degree of attainment of such Performance Measures required for payment of a Bonus and that the Bonus shall be earned only upon, and to the extent that, Performance Measures as described in Section 3.2 are satisfied within the Performance Period for the Bonus. The Committee may establish terms and conditions for payment of Bonuses in the event of changes of duties of any Participant with the Company during the Performance Period or in the event of a Participant's termination of employment (including death, disability, retirement, or termination with or without cause) or leave of absence. Different terms and conditions may be established by the Committee for different Bonuses and for different Participants.

**3.2 Performance Measures.** Payment of Bonuses shall be contingent upon the degree of attainment of specified Performance Measures over the Performance Period. Multiple Performance Periods may be established, each with different lengths and which run concurrently. Performance Measures may be absolute in their terms, on a per share basis, measured as a change from prior periods, measured against or in relationship to other companies comparably, similarly or otherwise situated or measured against other indices or external measures, and may relate to the Company or a segment, subsidiary, operating company, division, unit or test strategy or new venture of the Company. Each measure that is a financial measure shall be adjusted if so determined by the Committee, to exclude unusual or non-recurring events, changes in accounting principles or methods, realized investment gains or losses, discontinued operations, acquisitions, divestitures, material restructuring or impairment charges, retained and uninsured losses for natural catastrophes and any other items as the Committee determines to be appropriate.

**3.3 Payment of Bonuses.** Following the completion of each Performance Period, the Committee shall certify the level of attainment of the applicable Performance Measures for each Participant. Bonuses shall be paid to Participants in cash at a time determined by the Committee, but in no event later than two and one-half months after the end of the fiscal year in which the Performance Period ends. However, any Participant who is a participant in a deferred compensation plan may defer payment of his/her Bonus if and to the extent permissible under any such plan.

**3.4 Adjustments.** The Committee may adjust the specified Performance Measures or the degree of attainment required to earn a Bonus for such factors as may permit consistent computation, such as those factors set forth in Section 3.2 above. In addition, the Committee is authorized at any time during or after a Performance Period, in its sole and absolute discretion, to adjust, increase, reduce or eliminate a Bonus payable to any Participant for any reason.

### Article IV—General

**4.1 Administration and Interpretation of Plan.** This Plan shall be interpreted by the Committee and its interpretations shall be final and binding on Participants and all other parties in interest.

The Plan shall be administered by the Committee. The Committee reserves the right, from time to time, to prescribe rules and regulations which are not inconsistent with the provisions of the Plan, and to modify or revoke such rules and regulations at such time and in such manner as it may deem proper. The Committee may specify a pool from which some or all Bonuses may be paid to all or a subset of Participants in accordance with this Plan and grant Bonuses under Section 3.1 based on allocations from such pool. The then current Plan shall be available, upon request, for review by any Participant or his or her duly authorized agent. The Committee may correct any defect, supply any omission or reconcile any inconsistency in this Plan or in any Bonus in the manner and to the extent it shall deem desirable. The determinations of the Committee in the administration of this Plan, as described herein, shall be final, binding and conclusive, subject to the provisions of this Plan.

All persons in the Plan shall be bound by the terms of the Plan and of all rules and regulations pursuant thereto, all as now in effect or hereafter amended, promulgated or passed.

**4.2 Rights of Participants and Beneficiaries.** The Plan is not an employment agreement and does not ensure or evidence to any degree the continued employment or the claim to continued employment of any Participant for any time or period or job.

No Participant or beneficiary shall, by virtue of this Plan, have any interest in any specific asset or assets of the Company. If a Bonus has been granted, a Participant or beneficiary has only an unsecured right to receive cash payments in accordance with and at the times specified by the Plan.

No Participant shall have the right or ability to assign, pledge, or otherwise dispose of any part of a Bonus hereunder.

**4.3 Amendment, Modification and Termination of the Plan.** The Committee may at any time terminate, suspend or modify the Plan and the terms and provisions of any Bonus to any Participant which has not been paid. No Bonus may be granted during any suspension of the Plan or after its termination.

**4.4 Unfunded Plan.** The Plan shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Bonuses under the Plan.

**4.5 Other Benefit and Compensation Programs; No Right to Employment.** The adoption of the Plan by the Committee shall not be construed as creating any limitation on the power of the Board to adopt such other incentive arrangements as it may deem appropriate. Payments received by a Participant under a Bonus granted pursuant to the Plan shall not be deemed a part of the Participant's regular recurring compensation for purposes of the termination, indemnity or severance pay law of any state, and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract, or arrangement, except in those cases in which the Committee expressly determines otherwise. Nothing in the Plan or any Bonus constitutes or implies any obligation or undertaking to employ or retain a Participant for any period of time or in any position or any limitation of the Company to terminate a Participant's employment at any time with or without notice or cause.

**4.6 Governing Law.** To the extent that federal laws do not otherwise control, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly. The exclusive forum and venue for any legal action arising out of or related to the Plan shall be the United States District Court for the District of Minnesota, and each Participant, as a condition of participating in the Plan, submits to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and each Participant, as a condition of participating in the Plan, submits to the personal jurisdiction of that court.

**4.7 Tax Withholding.** The Company shall have the right to withhold from cash payments under the Plan to a Participant or other person an amount sufficient to cover any withholding taxes the Company reasonably determines are legally payable by the Participant.

**4.8 Compensation Recoupment Policy.** Bonuses shall be subject to any compensation recoupment policy adopted by the Board or the Committee at any time prior to or after the effective date of the Plan, and as such policy may be amended from time to time after its adoption.

**4.9 Miscellaneous Provisions.**

a. **Headings.** Headings at the beginning of sections hereof are for convenience of reference, shall not be considered a part of the text of the Plan, and shall not influence its construction.

b. **Construed as a Whole.** The provisions of the Plan shall be construed as a whole in such manner as to carry out the provisions thereof and shall not be construed separately without relation to the context.

**4.10 Effective Date of the Plan.** The Plan shall become effective as of January 31, 2021, and shall remain in effect until it has been terminated pursuant to Section 4.3.

**TARGET CORPORATION  
OFFICER EDCP  
(2021 PLAN STATEMENT)**

Amended and Restated  
Effective January 1, 2021



**TARGET CORPORATION  
OFFICER EDCP  
(2021 Plan Statement)**

**TABLE OF CONTENTS**

Section 1 INTRODUCTION; DEFINITIONS	1
1.1 Name of Plan; History	1
1.2 Definitions	2
Section 2 PARTICIPATION AND DEFERRAL ELECTIONS	9
2.1 Eligibility.	9
2.2 Special Rules for Participating Employees	9
2.3 Termination of Participation	9
2.4 Rehires and Transfers.	9
2.5 Effect on Employment.	10
2.6 Condition of Participation.	10
2.7 Deferral Elections	11
2.8 Base Salary Deferrals	11
2.9 Bonus Deferrals	12
2.10 Performance Share Award Deferrals	12
2.11 Cancellation of Deferral Elections.	12
Section 3 CREDITS TO ACCOUNTS	13
3.1 Elective Deferral Credit	13
3.2 Restoration Match Credit.	13
3.3 SPP Benefit Transfer Credits.	14
3.4 ESBP Benefit Transfer Credit	15
3.5 Discretionary Credits	15
Section 4 ADJUSTMENTS OF ACCOUNTS	17
4.1 Establishment of Accounts	17
4.2 Adjustments of Accounts	17

4.3	Investment Adjustment	17
4.4	Enhancement.	18
4.5	Account Adjustments Upon a Change-in-Control or Plan Termination.	19
Section 5 VESTING		20
5.1	Deferral Credits and Restoration Match Credits.	20
5.2	Discretionary Credits	20
5.3	Enhancement.	20
5.4	Failure to Cooperate; Misinformation or Failure to Disclose	21

5.5	Plan Administrator Discretion	21
Section 6 DISTRIBUTION		22
6.1	Distribution Elections	22
6.2	General Rule	22
6.3	Six-Month Suspension for Specified Employees	24
6.4	Distribution on Account of Death; Distribution Following Death	24
6.5	Distribution on Account of Unforeseeable Emergency.	25
6.6	Designation of Beneficiaries.	25
6.7	Facility of Payment.	27
6.8	Tax Withholding	27
6.9	Payments Upon Rehire	27
6.10	Application for Distribution	27
6.11	Acceleration of Distributions	27
6.12	Delay of Distributions	28
Section 7 SOURCE OF PAYMENTS; NATURE OF INTEREST		29
7.1	Source of Payments.	29
7.2	Unfunded Obligation	29
7.3	Establishment of Trust	29
7.4	Spendthrift Provision	29
7.5	Compensation Recovery (Recoupment)	30
Section 8 ADOPTION, AMENDMENT AND TERMINATION		31
8.1	Adoption	31
8.2	Amendment.	31
8.3	Termination and Liquidation.	31
Section 9 CLAIM PROCEDURES		33
9.1	Claims Procedure	33
9.2	Rules and Regulations.	34

9.3	Limitations and Exhaustion.	35
Section 10 PLAN ADMINISTRATION		37
10.1	Plan Administration.	37
10.2	Conflict of Interest	37
10.3	Service of Process	38
10.4	Choice of Law	38
10.5	Responsibility for Delegate	38
10.6	Expenses	38
10.7	Errors in Computations	38
10.8	Indemnification	38

10.9	Notice	38
Section 11 CONSTRUCTION		39
11.1	ERISA Status	39
11.2	IRC Status	39
11.3	Rules of Document Construction	39
11.4	References to Laws	39
11.5	Appendices	39

**SECTION 1**  
**INTRODUCTION; DEFINITIONS**

**1.1 Name of Plan; History.** This Plan (formerly known as the “Target Corporation SMG Executive Officer Deferred Compensation Plan”) is a non-qualified, unfunded plan established for the purpose of allowing a select group of management or highly compensated employees to defer the receipt of income. This Plan was originally adopted effective as of January 1, 1997 and was amended at various times thereafter. Effective April 30, 2002, Participants in this Plan who were members of the Company’s Corporate Operating Committee received credits under this Plan equal to the present value of their benefit under the supplemental pension plans maintained by the Company. Each subsequent April, the Participant receives annual SPP Benefit Transfer Credits equal to the change in value of his or her benefit under the supplemental pension plans. Effective July 31, 2002, this program was extended to include all officers of the Company. Effective April 30, 2002, Participants in this Plan who were members of the Company’s Corporate Operating Committee received credits under this Plan equal to the present value of their benefit under the Company’s ESBP. Each subsequent April, Participants received annual credits equal to the change in value of his or her benefit under the ESBP. Effective October 28, 2005, all officers who had not previously received ESBP Benefit Transfer Credits, received a one-time transfer of the present value of their benefit under the ESBP. As of January 28, 2006, a one-time ESBP credit was made to certain executive committee members and no subsequent ESBP Benefit Transfer Credits were made to those receiving the one-time ESBP credit. From time to time, certain participants in the Target Corporation Deferred Compensation Plan – Senior Management Group (“ODCP”) and the Company negotiated to transfer the economic value of their benefit under ODCP to this Plan. Officers eligible to receive performance share awards granted in the fiscal years ending February 1, 2003 and January 31, 2004 had an opportunity to defer receipt of the value of the earned performance shares into this Plan at the end of the performance period. The performance period for the shares granted in 2003 ended February 3, 2007. The performance period for the shares granted in 2004 ended February 2, 2008. Effective January 1, 2005 (and other effective dates as specifically provided), this Plan was operated in compliance with Code section 409A. Effective January 29, 2006, members of the Company’s executive committee ceased to be eligible to receive enhanced earnings on their account balances. The Plan, which is intended to comply with Code section 409A, was amended and restated effective January 1, 2009. The Plan was amended and restated to incorporate the Company’s recoupment policy effective January 13, 2010. The Plan was amended and restated to reflect Plan administration and amendment changes authorized by the Board on November 10, 2010, to modify the Change in Control definition, and to set forth special provisions that are applicable to certain Participants who transfer to Canada, effective as of June 8, 2011. The Plan was amended and restated to reflect the replacement of the Stable Value Crediting Rate Alternative with the Intermediate-Term Bond Crediting Rate Alternative beginning June 6, 2012, effective as of June 5, 2012. The Plan was amended and restated to revise the method for distributing the final SPP Transfer Credit following a Termination of Employment for amounts accruing on or after January 1, 2014, to clarify the differences between “executive officer” and “member of the executive committee,” and to clarify the timing of certain post-death payments, effective December 1, 2013. The Plan was amended and restated effective January 1, 2014 to freeze that portion of the annual SPP Transfer Credit that arises from a positive accrual under SPP III after February 3, 2013 solely from treating the Participant as five years older than his or her actual age for purposes of determining the amount of the annual SPP Benefit Transfer Credit. The

Plan was amended and restated effective January 1, 2015 (i) to revise the participation rules for Participants who are transferred to Canada on a temporary basis, (ii) to modify the Restoration Match Credit determination to cover Participants who are entitled to differing qualified 401(k) plan matching contribution percentages, (iii) to change the phrase “member of the executive committee” to “executive Officer” each place the phrase appears, and (iv) to define the term executive Officer to mean a Section 16 officer or executive officer as defined under Federal securities laws. The Plan was amended and restated effective April 3, 2016, (i) to provide that the Restoration Match Credit will, under certain circumstances, be credited to a Participant’s Account prior to the end of the Plan Year, effective for Plan Years beginning on or after January 1, 2017, (ii) to delete Appendix B – Participants on Temporary Assignment to Canada because it has ceased to be applicable, (iii) to clarify the definition of executive Officer as being an “executive officer” under Item 401 of Regulation S-K, and (iv) to remove unnecessary language from the recoupment provisions. The Plan was amended and restated effective January 1, 2017 (i) to add a five (5) year vesting requirement for the Restoration Match Credits for Plan Years beginning after December 31, 2016, (ii) to change the Enhancement from a monthly credit to an annual credit with an end of the year employment requirement, and (iii) to take advantage of some additional regulatory flexibility with respect to payments following death. The Plan was amended and restated effective May 1, 2017 to include rules about use of the Company Stock Fund Crediting Rate Alternative after Termination of Employment. The Plan was amended and restated effective January 1, 2021, as provided in this Plan Statement, (i) to include a limitation on the frequency of changes made to the Company Stock Fund Crediting Rate Alternative, and (ii) to make miscellaneous updating changes to the Plan Statement.

**1.2 Definitions.** When the following terms are used herein with initial capital letters, they shall have the following meanings:

**1.2.1 Account.** “Account” means the separate bookkeeping account representing the separate unfunded and unsecured general obligation of the Participating Employers established with respect to each person who is a Participant in this Plan. Within each Participant’s Account, separate subaccounts shall be maintained to the extent the Plan Administrator determines it to be necessary or desirable for the administration of this Plan.

**1.2.2 Affiliate.** An “Affiliate” is the Company and all persons, with whom the Company would be considered a single employer under Code section 414(b) or 414(c).

**1.2.3 Base Salary.** “Base Salary” with respect to a Plan Year means Certified Earnings as modified by the rules below:

- (a) the limits imposed by Code section 401(a)(17) will not apply;
- (b) deferrals under Section 2.8 of this Plan are included as Base Salary; and
- (c) Bonus and Signing Bonus amounts are not included as Base Salary.

**1.2.4 Beneficiary.** “Beneficiary” means an individual (human being), a trust that is a United States person within the meaning of the Code, a person that has been recognized as a charitable organization under Code section 170(b), or the Participant’s estate designated in

accordance with Section 6.6 to receive all or a part of the Participant's Account in the event of the Participant's death prior to full distribution thereof. A person so designated shall not be considered a Beneficiary until the death of the Participant.

**1.2.5 Board.** "Board" is the Board of Directors of the Company, or such committee of the Board of Directors to which the Board of Directors of the Company has delegated the respective authority.

**1.2.6 Bonus.** "Bonus" with respect to a Plan Year means that portion of Certified Earnings that is equal to the amount payable under the primary, regular incentive plan of a Participating Employer or other Affiliate that is earned, or intended to be earned, over a period of at least a calendar quarter or fiscal quarter as modified by the rules below:

- (a) the limits imposed by Code section 401(a)(17) will not apply;
- (b) deferrals under Section 2.9 of this Plan are included as Bonus; and
- (c) Signing Bonus amounts are not included as Bonus.

**1.2.7 Certified Earnings.** "Certified Earnings" has the same meaning as the defined term in the Target 401(k) Plan (determined without regard to the 30-day receipt rule); provided, however, "Certified Earnings" shall not include compensation that is earned for services rendered by a Participant for any period following a Participant's Termination of Employment.

**1.2.8 Change in Control.** "Change-in-Control" means one of the following:

- (a) Individuals who are Continuing Directors cease for any reason to constitute 50% or more of the directors of the Company; or
- (b) 30% or more of the outstanding voting power of the Voting Stock of the Company is acquired or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by any Person, other than an entity resulting from a Business Combination in which clauses (x) and (y) of Section 1.2.8(c) apply; or
- (c) the consummation of a merger or consolidation of the Company with or into another entity, a statutory share exchange, a sale or other disposition (in one transaction or a series of transactions) of all or substantially all of the Company's assets or a similar business combination (each, a "Business Combination"), in each case unless, immediately following such Business Combination, (x) all or substantially all of the beneficial owners (within the meaning of Rule 13d-3 under the Exchange Act) of the Company's Voting Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the voting power of the then outstanding shares of voting stock (or comparable voting equity interests) of the surviving or acquiring entity resulting from such Business Combination (including such beneficial ownership of an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries), in substantially the same proportions (as compared to the other beneficial owners of the Company's Voting



Stock immediately prior to such Business Combination) as their beneficial ownership of the Company's Voting Stock immediately prior to such Business Combination, and (y) no Person beneficially owns, directly or indirectly, 30% or more of the voting power of the outstanding voting stock (or comparable equity interests) of the surviving or acquiring entity (other than a direct or indirect parent entity of the surviving or acquiring entity, that, after giving effect to the Business Combination, beneficially owns, directly or indirectly, 100% of the outstanding voting stock (or comparable equity interests) of the surviving or acquiring entity); or

- (d) approval by the shareholders of a definitive agreement or plan to liquidate or dissolve the Company.

For purposes of this Section 1.2.8:

"Continuing Director" means an individual (A) who is, as of the Effective Date, a director of the Company, or (B) who becomes a director of the Company after the Effective Date, and whose initial appointment, or nomination for election by the Company's shareholders, was approved by at least a majority of the then Continuing Directors; provided, however, that any individual whose initial assumption of office occurs as a result of either an actual or threatened contested election by any Person (other than the Board of Directors) seeking the election of such nominee in which the number of nominees exceeds the number of directors to be elected shall not be a Continuing Director;

"Person" means any individual, firm, corporation or other entity and shall include any group comprised of any person and any other person with whom such person or any affiliate or associate (as defined in Rule 14a-1(a) of the Exchange Act) of such person has any agreement, arrangement or understanding, directly or indirectly, for the purpose of acquiring, holding, voting or disposing of any capital stock of the Company;

"Voting Stock" means all then-outstanding capital stock of the Company entitled to vote generally in the election of directors of the Company; and "Exchange Act" means the Securities Exchange Act of 1934, as amended and in effect from time to time, and the regulations promulgated thereunder.

**1.2.9 Code.** "Code" means the Internal Revenue Code of 1986, as amended (including, when the context requires, all regulations, interpretations and rulings issued hereunder).

**1.2.10** [Intentionally left blank.]

**1.2.11 Company.** "Company" means Target Corporation, a Minnesota corporation, or any successor thereto.

**1.2.12 Company's Fiscal Year.** "Company's Fiscal Year" means the period commencing on the Sunday that immediately follows the Saturday that is nearest to the last day in January through the Saturday that is nearest to the last day in January in the following year.

**1.2.13 Crediting Rate Alternative.** “Crediting Rate Alternative” means a hypothetical investment option used for the purpose of measuring income, gains and losses to the Accounts of Participants (as if the Accounts had in fact been so invested). The Crediting Rate Alternatives shall be designated in writing by the Plan Administrator. Reference in this Plan Statement to a specific Crediting Rate Alternative is a reference to the corresponding investment fund available under the Target 401(k) Plan.

**1.2.14 Deferral Credit.** A “Deferral Credit” is the amount credited to a Participant’s Account pursuant to Section 3.1.

**1.2.15 Disabled.** A Participant will be “Disabled” if he or she has become entitled to receive disability income benefits under the provisions of the Social Security Act.

**1.2.16 Discretionary Credit.** A “Discretionary Credit” is the amount credited to a Participant’s Account pursuant to Section 3.5.

**1.2.17 Earnings Credit.** “Earnings Credit” means the investment adjustment credited to a Participant’s Account pursuant to Section 4.3 or Section 4.5 as applicable.

**1.2.18 EDCP.** “EDCP” means the Target Corporation EDCP, a non-qualified, unfunded deferred compensation plan maintained by the Company and certain other Affiliates.

**1.2.19 Effective Date.** The “Effective Date” of this Plan Statement is January 1, 2021, except as otherwise provided.

**1.2.20 Eligible Compensation.** “Eligible Compensation” means the Base Salary and Bonus that the Participant receives or is entitled to receive from his or her Participating Employer for services rendered.

**1.2.21 Employee.** An “Employee” is an individual who performs services for a Participating Employer as an employee of the Participating Employer (as classified by the Participating Employer at the time the services are performed and without regard to any subsequent reclassification) and does not include any individual who is classified an independent contractor.

**1.2.22 Enhancement.** “Enhancement” means an additional .1667% of investment earnings per month added to the applicable Crediting Rate Alternatives as provided in Section 4.4.

**1.2.23 ERISA.** “ERISA” means the Employee Retirement Income Security Act of 1974, as amended (including, when the context requires, all regulations, interpretations and rulings issued thereunder).

**1.2.24 ESBP.** “ESBP” means the Target Corporation Post Retirement Executive Survivor Benefit Plan.

**1.2.25 ESBP Benefit.** “ESBP Benefit” means the actuarial lump sum present value of a Participant’s survivor benefit under the ESBP determined as of a particular determination date under Section 3.4 but without regard to whether the Participant had experienced either an “early retirement” or “normal retirement” under the Target Pension Plan as provided under the ESBP.

The present value of such survivor benefit will be determined by the Company in its sole and absolute discretion based on such interest rates, mortality factors and other assumptions deemed appropriate by the Company.

**1.2.26 ESBP Benefit Transfer Credits.** “ESBP Benefit Transfer Credits” are the initial and annual credits to a Participant’s Account under Section 3.4.

**1.2.27 Newly Eligible Employee.** “Newly Eligible Employee” means an Employee who either (i) was not previously eligible to participate in this Plan or any other non-qualified, deferred compensation plans maintained by a Participating Employer or other Affiliate, (ii) had been paid all amounts previously deferred under all non-qualified, deferred compensation plans maintained by a Participating Employer or other Affiliate and had ceased to be eligible to continue to participate in such plans on or before the date of payment of all amounts due under such plans, or (iii) was not eligible to participate in any non-qualified deferred compensation plans (other than the accrual of earnings) maintained by a Participating Employer or other Affiliate at any time during the 24-month period ending on the date the Employee has again become eligible to participate in the Plan.

**1.2.28 Officer.** An “Officer” is any executive Officer and any other Employee who is designated and categorized as an officer of the Company or other Affiliate by the Company’s Chief Executive Officer. An executive Officer is any employee of the Company or other Affiliate who is an “executive officer” under Item 401 of Regulation S-K.

**1.2.29 Participant.** A “Participant” is an Employee who becomes a Participant in this Plan in accordance with the provisions of Section 2. An Employee who has become a Participant shall be considered to continue as a Participant in this Plan until the date when the Participant no longer has any Account under this Plan, or the date of the Participant’s death, if earlier.

**1.2.30 Participating Employer.** “Participating Employer” means the Company and each other Affiliate that, with the consent of the Plan Administrator, adopts this Plan. A Participating Employer shall cease to be a Participating Employer on the date it ceases to be an Affiliate.

**1.2.31 Performance Share Award.** “Performance Share Award” means a performance share award issued under the Company’s Long-Term Incentive Plan of 1999 or the Company’s Long-Term Incentive Plan of 2004.

**1.2.32 Plan.** “Plan” means the nonqualified, unfunded income deferral program maintained by the Company and established for the benefit of Participants eligible to participate therein, as set forth in this Plan Statement. As used herein, “Plan” does not refer to the documents pursuant to which this Plan is maintained. That document is referred to herein as the “Plan Statement”. The Plan shall be referred to as the “Target Corporation Officer EDCP” (formerly known as the Target Corporation SMG Executive Deferred Compensation Plan).

**1.2.33 Plan Administrator.** “Plan Administrator” is the individual designated in Sec. 10.1.1, or, if applicable, its delegate.

**1.2.34 Plan Rules.** “Plan Rules” are rules, policies, practices or procedures adopted by the Plan Administrator or its delegate pursuant to Section 10.1.5.

**1.2.35 Plan Statement.** “Plan Statement” means this document entitled “Target Corporation Officer EDCP (2021 Plan Statement),” as adopted by the Company, effective as of January 1, 2021, as the same may be amended from time to time.

**1.2.36 Plan Year.** “Plan Year” means the period from January 1 through December 31.

**1.2.37 Restoration Match Credit.** “Restoration Match Credit” is the amount credited to a Participant’s Account pursuant to Section 3.2.

**1.2.38 Signing Bonus.** “Signing Bonus” is the cash remuneration earned following a period of employment provided to certain new Employees related to their acceptance of employment with a Participating Employer.

**1.2.39 SPP Benefit.** “SPP Benefit” means the amount determined under Appendix A.

**1.2.40 SPP Benefit Transfer Credit.** “SPP Benefit Transfer Credit” is the amount credited to a Participant’s Account under Section 3.3.

**1.2.41 Specified Employee.** For purposes of complying with the requirements of Code section 409A(a)(2)(B)(i) (relating to the 6 month suspension of certain benefit distributions), an individual is a “Specified Employee” if on his or her Termination of Employment, the Company or other Affiliate has stock that is traded on an established securities market within the meaning of Code section 409A(a)(2)(B) and such individual is a “key employee” (defined below). For this purpose, an individual is a “key employee” during the 12-month period beginning on April 1 immediately following the calendar year in which the individual was employed by the Company and other Affiliates, and satisfied, at any time within such calendar year, the requirements of Code section 416(i)(1)(A)(i), (ii) or (iii) (without regard to Code section 416(i)(5)). An individual will not be treated as a Specified Employee if the individual is not required to be treated as a Specified Employee under Treasury Regulations issued under Code section 409A.

**1.2.42 Target 401(k) Plan.** “Target 401(k) Plan” means the tax-qualified defined contribution retirement plan, with a qualified cash or deferred arrangement, established by the Company for the benefit of employees eligible to participate therein, including both the Target Corporation 401(k) Plan and the Target Corporation Ventures 401(k) Plan.

**1.2.43 Target Pension Plan.** “Target Pension Plan” means the tax qualified defined benefit pension plan, established for the benefit of employees eligible to participate therein, and known as the Target Corporation Pension Plan, including any predecessor plan(s) or successor plan.

**1.2.44 Termination of Employment.**

- (a) For purposes of determining entitlement to or the amount of benefits under the Plan, “Termination of Employment” means a severance of a Participant’s employment relationship with each Participating Employer and all Affiliates, for any reason.
- (b) For purposes of determining when a distribution will be made under the Plan, a “Termination of Employment” will be deemed to occur if, based on the relevant

facts and circumstances to the Participant, the Participating Employer, all Affiliates and Participant reasonably anticipate that the level of bona fide future services to be performed by the Participant for the Participating Employer and all Affiliates will permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period.

- (c) A bona fide leave of absence that is six months or less, or during which an individual retains a reemployment right, will not cause a Termination of Employment. In the case of a leave of absence without a right of reemployment that exceeds the time periods described in this paragraph, a Termination of Employment will be deemed to occur once the leave of absence exceeds six months.
- (d) Notwithstanding the foregoing, a Termination of Employment shall not occur unless such termination also qualifies as a "separation from service," as defined under Code section 409A and related guidance thereunder.

**1.2.45 Trust.** "Trust" means the Target Corporation Deferred Compensation Trust Agreement, dated January 1, 2009 by and between the Company and State Street Bank and Trust Company, as it is amended from time to time, or similar trust agreement.

**1.2.46 Unforeseeable Emergency.** "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (within the meaning of Code section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, but only if and to the extent such Unforeseeable Emergency constitutes an "unforeseeable emergency" under Code section 409A.

**1.2.47 Valuation Date.** "Valuation Date" means each business day on which the New York Stock Exchange is open.

**1.2.48 Year of Service.** A "Year of Service" means each 12-consecutive month period of an individual's continuous employment as an Employee after the date the Employee is first eligible to participate under this Plan (or the EDCP if the Employee transferred from the EDCP to this Plan); or in the event of a rehire, each 12-consecutive month period of an individual's continuous employment as an Employee after the date the Employee is again eligible to participate under this Plan (or the EDCP if the Employee transferred from the EDCP to this Plan).

**SECTION 2**  
**PARTICIPATION AND DEFERRAL ELECTIONS**

**2.1 Eligibility.**

**2.1.1** An Employee is eligible to participate in this Plan on the first day of a Plan Year if, on such day, he or she:

- (a) is a “qualified employee” as that term is defined in the Target 401(k) Plan; and
- (b) is an Officer.

**2.1.2** A Newly Eligible Employee is eligible to participate in this Plan on the date that is 30 days after the date he or she satisfies the requirements in Section 2.1.1.

**2.1.3** An Employee shall, as a condition of participation in this Plan, complete such forms and make such elections in accordance with Plan Rules as the Plan Administrator may require. An Employee who satisfies the requirements of this Section 2.1 is eligible to participate in this Plan in accordance with and subject to the requirements of this Plan.

**2.1.4** An Employee who has had a Termination of Employment as defined in Section 1.2.44(b), will not be eligible to make deferral elections for subsequent Plan Years until otherwise notified by the Plan Administrator. Any deferral election in effect at the time of such Termination of Employment will continue to apply with respect to any Eligible Compensation received from a Participating Employer or other Affiliate. Such Employee will still be eligible to receive credits, if any, pursuant to Sections 3.2, 3.3, 3.4 and 3.5.

**2.2 Special Rules for Participating Employees.** A Participant who transfers employment from one Participating Employer to another Affiliate, whether or not a Participating Employer, will, for the duration of the Plan Year in which the transfer occurs, continue to participate in this Plan in accordance with the deferral election in effect at the time of such transfer. To the extent agreed in writing by an Affiliate and the Plan Administrator, such a transferred Participant may continue to be eligible to participate in this Plan in subsequent Plan Years. A Participant who is simultaneously employed with more than one Participating Employer will participate in this Plan as an Employee of each such Participating Employer on the basis of a single deferral election applied separately to his or her respective, Eligible Compensation from each Participating Employer.

**2.3 Termination of Participation.** Except as otherwise specifically provided in this Plan Statement or by the Plan Administrator, an Employee who ceases to satisfy the requirements of Section 2.1 is not eligible to continue to participate in the Plan, provided, that any deferral elections in effect, and irrevocable, will continue to apply with respect to any Eligible Compensation received from a Participating Employer or other Affiliate. The Participant’s Account will continue to be governed by the terms of the Plan until such time as the Participant’s Account balance is paid in accordance with the terms of the Plan. A Participant or Beneficiary will cease to be such as of the date on which his or her entire Account balance has been distributed.

**2.4 Rehires and Transfers.**

**2.4.1** A Participant who incurs a Termination of Employment and is rehired during the same calendar year will continue Base Salary deferrals for such calendar year in accordance with his or her election in effect immediately prior to the Termination of Employment.

**2.4.2** A Participant who incurs a Termination of Employment and is rehired prior to the later of the end of the Plan Year or the date the Bonus for such Plan Year is paid in cash, will continue Bonus Deferrals for such Plan Year in accordance with his or her election in effect immediately prior to the Termination of Employment.

**2.4.3 Transfers from Non-Officer Plan.** An Employee who is a Participant in the EDCP and is promoted to an Officer position will cease to be eligible to participate in the EDCP and will be eligible to participate in this Plan, subject to the following rules:

- (a) The Employee will become a Participant in this Plan immediately upon satisfying the requirements to participate hereunder.
- (b) The Employee's deferral elections made under the EDCP will transfer to the Plan and continue as an election made under Section 2.
- (c) The Employee's account maintained under the EDCP will be transferred to the Employee's Account under this Plan.
- (d) The Employee's distribution elections made under the EDCP (including any default distributions) will transfer to this Plan and continue as the distribution elections made under this Plan.
- (e) The Employee's beneficiary designation made under the EDCP will be treated as the Employee's Beneficiary designation under this Plan until changed in accordance with Section 6.6.

## **2.5 Effect on Employment.**

**2.5.1 Not a Term of Employment.** Neither the terms of this Plan Statement nor the benefits under this Plan (including the continuance thereof) shall be a term of the employment of any Employee.

**2.5.2 Not an Employment Contract.** This Plan is not and shall not be deemed to constitute a contract of employment between any Participating Employer and any Employee or other person, nor shall anything herein contained be deemed to give any Employee or other person any right to be retained in any Participating Employer's employ or in any way limit or restrict any Participating Employer's right or power to discharge any Employee or other person at any time and to treat him or her without regard to the effect that such treatment might have upon him or her as a Participant in this Plan.

## **2.6 Condition of Participation.**

**2.6.1 Cooperation.** Each Participant shall cooperate with the Plan Administrator by furnishing any and all information requested by the Plan Administrator in order to facilitate the

payment of benefits hereunder and taking such other relevant action as may be requested by the Plan Administrator. If a Participant refuses to cooperate, neither the Company nor any Participating Employer shall have any further obligation to the Participant under this Plan, other than payment to such Participant of the aggregate amount of Eligible Compensation deferred under Section 3.1.

**2.6.2 Plan Terms and Rules.** Each Participant, as a condition of participation in this Plan, is bound by all the terms and conditions of this Plan and the Plan Rules.

**2.7 Deferral Elections.** An Employee who satisfies the eligibility requirements of Section 2 may, at the time and in the manner provided hereunder, elect to defer the receipt of his or her Eligible Compensation.

**2.7.1 General Rule.** Except as otherwise provided in this Plan, an election shall be made before the beginning of the Plan Year during which the Participant performs services for which the Eligible Compensation is earned. The election must designate the percentage of the Base Salary or Bonus which shall be deferred under this Plan. In accordance with Plan Rules, the Plan Administrator will determine the manner and timing required to file a deferral election. No deferral election shall be effective unless prior to the deadline for making such election, the Participant has filed with the Plan Administrator, in accordance with Plan Rules, an insurance consent form permitting the Participating Employer or Company to purchase and maintain life insurance coverage on the Employee with the Participating Employer or Company as the beneficiary. An election to defer Eligible Compensation for the Plan Year or other period is irrevocable once it has been accepted by the Plan Administrator and the deadline for making such election has expired, except as otherwise provided under this Plan.

**2.7.2 Newly Eligible Employees.** For a Newly Eligible Employee, the deferral election may be made after the first day of a Plan Year provided it is made within 30 days after becoming eligible to participate in this Plan. Such a deferral election by a Newly Eligible Employee is irrevocable once it has been received by the Plan Administrator and the deadline for making such election has expired, except as otherwise provided under this Plan. Such election will be effective with respect to Eligible Compensation payable for services performed after becoming eligible for this Plan and commencing with the next full pay period after the deferral election becomes irrevocable.

**2.7.3 Terminations of Employment.** A Participant who completes a deferral election in accordance with this Section 2.7, but who has a Termination of Employment prior to the expiration of the deadline for making such election, will be deemed to have made no deferral election for the respective period.

**2.8 Base Salary Deferrals.** A Participant's election to defer Base Salary is subject to the following requirements:

**2.8.1** A Base Salary deferral election will be effective with respect to the first paycheck issued during the Plan Year, including for the payroll period that includes the last day of the preceding Plan Year, and such election will remain in effect through the last paycheck issued during the Plan Year.



**2.8.2** The Base Salary deferral percentage may not exceed 80%, except as provided in Plan Rules.

**2.9 Bonus Deferrals.** A Participant's election to defer his or her Bonus is subject to the following requirements:

**2.9.1** A Bonus deferral election will be in effect for service periods that begin in the Plan Year immediately following the date the election becomes irrevocable and continue through the end of the Plan Year or if the Bonus is paid after such Plan Year, through the date the Bonus would have been paid in cash. Notwithstanding Section 2.7.2, a Newly Eligible Employee may not elect to defer a Bonus that is payable with respect to a service period that begins before the effective date of the Newly Eligible Employee's deferral election.

**2.9.2** A Participant's Bonus effective deferral percentage may not exceed 80%, except as provided in Plan Rules.

**2.9.3** If a Participant has a Termination of Employment before the end of the service period for any Bonus, but is still entitled to receive a bonus, the Participant's existing Bonus deferral election will continue to apply.

**2.10 Performance Share Award Deferrals.** An election to defer a Participant's Performance Share Awards was available for Performance Share Awards issued in the Company's Fiscal Year ending in calendar year 2003 and 2004, as reflected in prior Plan Statements.

**2.11 Cancellation of Deferral Elections.**

**2.11.1 401(k) Hardship.** Prior to January 1, 2020, an election to defer under Sections 2.8, 2.9, and 2.10 would be cancelled to the extent necessary for the Participating Employer to comply with the hardship withdrawal provisions of such Participating Employer's 401(k) plan.

**2.11.2 Unforeseeable Emergency.** Notwithstanding any provisions in the Plan to the contrary, an election to defer under Sections 2.8, and 2.9, will be cancelled for the remaining portion of the Plan Year in the event the Participant has received a distribution on account of an Unforeseeable Emergency under Section 6.5. The revocation shall be made at the time and in the manner specified in Plan Rules and must otherwise comply with the requirements of Section 6.5.

**SECTION 3**  
**CREDITS TO ACCOUNTS**

**3.1 Elective Deferral Credit.** The Plan Administrator shall credit to the Account of each Participant the amount, if any, of Eligible Compensation the Participant elected to defer pursuant to Section 2. Such amount shall be credited as nearly as practicable as of the time or times when the Eligible Compensation would have been paid to the Participant but for the election to defer.

**3.2 Restoration Match Credit.**

**3.2.1 Eligibility for Credit.** An Employee who satisfies the eligibility requirements of Section 2.1 during a Plan Year will receive a Restoration Match Credit for the Plan Year if he or she: (i) was actively employed and eligible to participate in this Plan on the last business day of the Plan Year; (ii) has experienced a Termination of Employment as defined under Section 1.2.44(a) during the Plan Year after attaining age 55 and completing five (5) Years of Service; (iii) has experienced a Termination of Employment as a result of death; or (iv) has become Disabled during such Plan Year.

**3.2.2 Amount of Credit.** A Participant who satisfies the requirements of Section 3.2.1 is entitled to a Restoration Match Credit equal to the sum of:

- (a) The maximum matching contribution percentage the Participant is eligible to receive on deferrals under the applicable Target 401(k) Plan multiplied by the Participant's Base Salary and Bonus that is deferred under this Plan during the Plan Year; and
- (b) The maximum matching contribution percentage the Participant is eligible to receive on deferrals under the applicable Target 401(k) Plan multiplied by the Participant's Plan Year Base Salary and Bonus that is not deferred under this Plan during the Plan Year and that exceeds the compensation limit in effect under Code section 401(a)(17) for such Plan Year; provided, however, that: (x) no Restoration Match Credit shall be made for Base Salary or Bonus paid prior to the date the Participant became eligible to participate in the Target 401(k) Plan, and (y) the credit under this Section 3.2.2 will not exceed the amount of Deferral Credits made by the Participant under Section 3.1 during the Plan Year.

**3.2.3. Crediting to Account.** The Plan Administrator shall credit to a Participant's Account the amount of the Restoration Match Credit determined for the Plan Year for that Participant under Section 3.2.2 as of the date determined as follows:

- (a) for a Participant described in Section 3.2.1(iii), as soon as practicable following the date of the Participant's death; or
- (b) for all other Participants, the last business day of the Plan Year.

**3.2.4 Credit Upon Change-in-Control.** Upon a Change-in-Control that causes the Plan to be terminated under Section 8.3.2, the Plan Administrator shall credit to a Participant's Account as of the date of the Plan termination a Restoration Match Credit determined for the Plan Year for

that Participant under Section 3.2.2 through such date. Any subsequent determination of the Restoration Match Credit during the same Plan Year will be made under Section 3.2.2, less any amounts previously credited under this Section 3.2.4.

### **3.3 SPP Benefit Transfer Credits.**

**3.3.1 Eligibility.** A Participant who satisfies the eligibility requirements of Section 2.1 shall receive an SPP Benefit Transfer Credit under this Plan if he or she: (i) is classified as an Officer of the Company; (ii) has a vested benefit under the Target Pension Plan, including a vested interest arising on account of the Participant's death; and (iii) satisfies any other requirement established in SPP I or SPP II, as applicable.

#### **3.3.2 Initial SPP Benefit Transfer Credit.**

- (a) A Participant who satisfies the requirements of Section 3.3.1 receives an initial SPP Benefit Transfer Credit on or about the April 30 (or immediately preceding business day) immediately following the calendar year in which the Participant becomes eligible under Section 3.3.1, in an amount equal to the actuarial lump sum present value on March 31 (or immediately preceding business day) for the Participant's SPP Benefit accrued through the preceding December 31. In the case of Participant who is an Executive officer, such transfer will be made and determined on or about the last business day prior to the end of the Company's Fiscal Year.
- (b) Upon a Plan termination on account of a Change-in-Control under Section 8.3.2, the Plan Administrator shall credit the initial SPP Benefit Transfer Credit to a Participant's Account as of the Plan termination effective date in an amount equal to the actuarial lump sum present value on the Plan termination effective date.

**3.3.3. Annual SPP Benefit Transfer Credit.** A Participant who has received an initial SPP Benefit Transfer Credit under the Plan, who is eligible to receive credits pursuant to Section 3.3.1, and who is employed by a Participating Employer during a Plan Year will receive an annual SPP Benefit Transfer Credit to his or her Account under the Plan as follows:

- (a) For each Plan Year, the annual SPP Benefit Transfer Credit will be the difference between (i) the SPP Benefit determined as the last day of the Plan Year expressed as the actuarial lump sum present value on the determination date and (ii) the aggregate amount of the previous SPP Benefit Transfer Credits to the Participant's Account increased by assumed earnings at an annual rate equal to the sum of the average of the applicable Stable Value Crediting Rate Alternative for the Plan Year plus two percent (2%) determined from the crediting date through the earlier of June 5, 2012 or the determination date and after June 5, 2012 at an annual rate equal to the sum of the average of the applicable Intermediate-Term Bond Index Fund Crediting Rate Alternative for the Plan Year plus two percent (2%) from the later of June 5 or the crediting date through the determination date; provided that with respect to periods that a Participant does not receive the Enhancement on their Account, the annual rate will be equal to the average of the applicable Stable Value

Crediting Rate Alternative, through June 5, 2012, or the Intermediate-Term Bond Index Fund Crediting Rate Alternative, after June 5, 2012, as applicable.

- (b) If the amount of the annual or final SPP Benefit Transfer Credit is positive, a credit will be made to the Participant's Account. If the amount of the SPP Benefit Transfer Credit is negative and (i) the Participant is an executive Officer on the determination date, or (ii) the Participant is an Employee and member of the Board, but was formerly an executive Officer, then the Plan Administrator, in its sole discretion, may cause such Participant's Account to be debited by such negative amount. The debit will be made pro rata among all distribution options of the Plan other than fixed payment dates.
- (c) The annual SPP Benefit Transfer Credit (including a negative credit) will be made to the Participant's Account as of the April 30 (or immediately preceding business day) following the determination date. In the case of a Participant who is an executive Officer, the Plan Administrator, in its sole discretion, may cause such transfer will be made and determined on or about the last business day prior to the end of the Company's Fiscal Year.
- (d) For purposes of this section, "determination date" means on or about March 31; provided that in the case of a Participant who is an executive Officer, the Plan Administrator, in its sole discretion, may cause the "determination date" to be on or about the last business day prior to the end of the Company's Fiscal Year.
- (e) Upon a Plan termination on account of a Change-in-Control under Section 8.3.2, the Plan Administrator shall credit to a Participant's Account as of the Plan termination effective date an SPP Benefit Transfer Credit as determined in this Section 3.3.3 as of the Plan termination effective date.
- (f) Notwithstanding the foregoing, a Participant's final SPP Benefit Transfer Credit will be determined within 60 days following his or her Termination of Employment as defined under Section 1.2.44(a).

**3.3.4. Forfeiture.** A Participant's SPP Benefit Transfer Credits under this Section 3.3 and corresponding earnings adjustments under Section 4 are subject to forfeiture at the time and in the amount provided under Sections 3.3.3(b).

**3.4. ESBP Benefit Transfer Credit.** An election to defer a Participant's ESBP Benefit Transfer Credits was available to certain Participants with a retirement/termination date prior to January 11, 2006, as reflected in prior Plan Statements.

**3.5. Discretionary Credits.** The Company in its sole and absolute discretion may determine in writing for each Participant an amount that shall be credited the Participant's Account as a Discretionary Credit. Any Discretionary Credit to an executive Officer will require the approval of the Human Resources & Compensation Committee of the Board. The Plan Administrator shall credit to a Participant's Account the amount of a Participating Employer's Discretionary Credit, if any, determined for that Participant under this Section. Such amount shall be credited as nearly

as practicable as of the time or times fixed by the Participating Employer when awarding such credit. Any special provisions relating to Discretionary Credits made on behalf of a Participating Employer's Employees will be set forth on an exhibit to the Plan Statement.

**SECTION 4**  
**ADJUSTMENTS OF ACCOUNTS**

**4.1 Establishment of Accounts.** There shall be established for each Participant an Account which shall be adjusted as provided under Section 4.

**4.2 Adjustments of Accounts.** On each Valuation Date, the Plan Administrator shall cause the value of the Account (or subaccount) to be increased (or decreased) for distributions, withdrawals, credits, debits and investment income, gains or losses charged to the Account.

**4.3 Investment Adjustment.** The investment income, gains and losses shall be determined for the Accounts in accordance with the following:

**4.3.1 Participant Elections.** In accordance with Plan Rules and procedures established by the Plan Administrator, each Participant shall prospectively elect, as part of the initial enrollment process, and from time to time thereafter, one or more Crediting Rate Alternatives that shall be used to measure income, gains and losses until the next Valuation Date.

**4.3.2 Default Rate.** If a Participant fails to designate one or more Crediting Rate Alternatives to be used to measure income, gains and losses with respect to amounts credited to his or her Account, such amounts will be deemed to be invested in a default Crediting Rate Alternative designated by the Plan Administrator in accordance with Plan Rules.

**4.3.3 Crediting.** As of each Valuation Date, each Participant's Account shall be adjusted for income, gains and losses as if the Account had in fact been invested in the Crediting Rate Alternative(s) so selected.

**4.3.4 Responsibility for Investment Adjustments.** The Plan Administrator will not be responsible in any manner to any Participant, Beneficiary or other person for any damages, losses or liabilities, costs or expenses of any kind arising in connection with any designation or elimination of a Crediting Rate Alternative or a Participant's election of a Crediting Rate Alternative.

**4.3.5 Company Stock Fund Crediting Rate Alternative.** Notwithstanding anything in Section 4 or Plan Rules to the contrary, the use of the Company Stock Fund as a Crediting Rate Alternative is subject to the following:

- (a) For Participants who experience a Termination of Employment on or after July 1, 2017, the Company Stock Fund will be an available Crediting Rate Alternative until the first business day that is coincident with or next following the end of the 180-day period beginning on the date of the Participant's Termination of Employment.
- (b) For Participants who experience a Termination of Employment after May 1, 2017 but prior to July 1, 2017, the Company Stock Fund will be an available Crediting Rate Alternative until the end of the 180-day period beginning on the earlier of (i) July 1, 2017, and (ii) the date the Plan Administrator provides notice to the Participant of the limitation on use of the Company Stock Fund as a Crediting Rate Alternative following a Participant's Termination of Employment.

- (c) For Participants who experience a Termination of Employment on or before May 1, 2017, the Company Stock Fund will be an available Crediting Rate Alternative until November 20, 2017.
- (d) Effective as of the end of the period described in Clause (a), (b) or (c), above, a Participant will be deemed to have designated the Money Market Option as the successor Crediting Rate Alternative for any amounts in the Participant's Account that otherwise remained allocated to the Company Stock Fund.
- (e) Any terminated Participant who is reemployed and is a Participant under this Plan is entitled to use the Company Stock Fund as an available Crediting Rate Alternative under this Plan. A Participant who is rehired prior to the end of the period described in Clause (a), (b) or (c), above, will cease to be subject to the terms of Clause (d).
- (f) Notwithstanding anything in Section 4 or Plan Rules to the contrary, effective January 1, 2021, any election to transfer into or out of the Company Stock Fund will be subject to a thirty (30) day trading block that restricts an opposite-way transfer election into or out of the Company Stock Fund during such thirty (30) day period, except with respect to (i) credits to the Company Stock Fund that are the result of regular elective Deferral Credits to the Plan, (ii) Company Stock Fund election changes that are the result of an automatic rebalancing feature provided under Plan Rules, (iii) Company Stock Fund election changes that are directed by Alight Financial Advisors (or any successor financial advisor under the Company's 401(k) Plan) to the extent such feature is in place under the Plan Rules, and (iv) any Company Stock Fund election changes made after a Participant's Termination of Employment.

#### **4.4 Enhancement.**

**4.4.1 Eligibility for Enhancement.** Subject to Section 4.4.4, a Participant is eligible to receive the Enhancement for a Plan Year if he or she: (i) was actively employed and eligible to participate in this Plan on the last business day of the Plan Year; (ii) has experienced a Termination of Employment as defined under Section 1.2.44(a) during the Plan Year after attaining age 55 and completing five (5) Years of Service; (iii) has experienced a Termination of Employment as a result of death; or (iv) has become Disabled during such Plan Year.

**4.4.2 Amount of Enhancement.** The amount of the Enhancement to be credited for a Plan Year to the Account of a Participant who satisfies the requirements of Section 4.4.1 is first determined for each calendar month during which the Participant was employed for the entire month by multiplying the Enhancement by the balance of the Account as of the first day of such month, and then adding the monthly Enhancement amounts to determine the amount to be credited for the Plan Year.

**4.4.3 Crediting to Account.** For Plan Years beginning prior to January 1, 2017, the Plan Administrator shall credit to a Participant's Account as of the last business day of each month the monthly Enhancement amount, and such Enhancement amount shall be credited according to the

Crediting Rate Alternatives in effect for new Deferral Credits. Effective for Plan Years beginning on or after January 1, 2017, the Plan Administrator shall credit to a Participant's Account the Enhancement amount determined for the Plan Year for that Participant under Section 4.4.2 as of the date determined as follows:

- (a) as soon as practicable following the date of the Participant's death; or
- (b) for any Participant not described in Paragraph (a) above, the last business day of the Plan Year.

Such Enhancement amount shall be credited according to the Crediting Rate Alternatives in effect for new Deferral Credits.

**4.4.4 Exception.** The Plan Administrator, in its sole discretion, may determine that no Enhancement will be credited to the Participant's Account for the Plan Year ending during the Company's Fiscal Year in which the Participant becomes an executive Officer or during any of the Plan Years beginning after the date the Participant becomes an executive Officer; provided that the Plan Administrator, in its sole discretion, can cause the forfeiture of the Enhancement credited to a Participant's Account with respect to any months during the Plan Year ending during the Company's Fiscal Year in which a Participant initially becomes an executive Officer. Following the date on which the Participant ceases to be an executive Officer, the Plan Administrator, in its sole discretion, can cause the Account of any such Participant to be credited with an Enhancement in accordance with the rules of Section 4.4.2 for any remaining months in the Plan Year ending during Company's Fiscal Year in which the Participant ceased to be an executive Officer, and/or during any of the Plan Years beginning after the date the Participant ceased to be an executive Officer.

#### **4.5 Account Adjustments Upon a Change-in-Control or Plan Termination.**

**4.5.1** In the event of a Plan termination following a Change-in-Control under Section 8.3.2 that causes a Trust to be established and funded pursuant to Section 7.3 where distribution of a Participant's Account may not be made from the Trust within 60 days of the event because of restrictions imposed by Code section 409A, then the Participant's Account as of the date of such event will no longer receive adjustments determined pursuant to Sections 4.3 and 4.4.

**4.5.2** On and after the date of an event described in Section 4.5.1, the Account will have an investment adjustment determined at an annual rate equal to the sum of the 10-Year U.S. Treasury Note plus 2%. The 10-Year U.S. Treasury Note rate will be determined as of the date of the Plan termination under Section 8.3.2, or if no such rate is available on that date, the immediately preceding date such rate is available, and reset each calendar quarter as necessary.



**SECTION 5**  
**VESTING**

**5.1 Deferral Credits and Restoration Match Credits.**

**5.1.1 Deferral Credits.** Deferral Credits (and related Earnings Credits) of each Participant shall be fully (100%) vested and nonforfeitable at all times, except as otherwise provided.

**5.1.2 Restoration Match Credits Prior to 2017.** Restoration Match Credits that are credited to a Participant's Account for Plan Years ending prior to January 1, 2017 (and related Earnings Credits) shall be fully (100%) vested and nonforfeitable at all times, except as otherwise provided.

**5.1.3 Restoration Match Credits after 2016.** Restoration Match Credits that are credited to a Participant's Account for Plan Years beginning on or after January 1, 2017 (and related Earnings Credits) will become fully vested and nonforfeitable upon the earliest occurrence of any of the following events while the Participant is still in the employment of a Participating Employer or other Affiliate: (i) the Participant's death; (ii) the last day of the calendar month in which a Participant attains age sixty-five (65) years; (iii) the determination that the Participant is Disabled; (iv) the occurrence of a Change-in-Control; (v) the Participant's completion of five (5) Years of Service; or (vi) such other date as provided in writing to a Participant from the Plan Administrator.

**5.1.4 Forfeiture.** Any forfeiture of the Restoration Match Credits will occur as soon as practicable after the Participant's Termination of Employment. Forfeiture of the Restoration Match Credits not vested under Section 5.1.3 is limited to the aggregate amount of the Restoration Match Credits credited with respect to such amounts determined without regard to Earnings Credits on such Restoration Match Credits.

**5.2 Discretionary Credits.** A Participant will be vested in any Discretionary Credits (and related Earnings Credits) as provided by the Plan Administrator when such amounts are credited to the Participant's Account.

**5.3 Enhancement.**

**5.3.1 General Rule.** Except as provided under Section 4.4.2, the Enhancement credited to a Participant's Account will become fully vested and nonforfeitable upon the earliest occurrence of any of the following events while the Participant is still in the employment of a Participating Employer or other Affiliate: (i) the Participant's death; (ii) the last day of the calendar month in which a Participant attains age sixty-five (65) years; (iii) the determination that the Participant is Disabled; (iv) the occurrence of a Change-in-Control; (v) the Participant's completion of five (5) Years of Service; or (vi) such other date as provided in writing to a Participant from the Plan Administrator.

**5.3.2 Forfeiture.** Any forfeiture of the Enhancement will occur as soon as practicable after the Participant's Termination of Employment. Forfeiture of the Enhancement that is not vested under Section 5.3.1 is limited to the aggregate amount of the Enhancement credited with respect to such amounts determined without regard to Earnings Credits on such Enhancement. The amount of the Enhancement to be forfeited will be debited prorata against the Participant's distribution options.

**5.4 Failure to Cooperate; Misinformation or Failure to Disclose.** A Participant's Account is subject to forfeiture as provided under Sections 2.6.1.

**5.5 Plan Administrator Discretion.** Notwithstanding anything in this Plan Statement to the contrary, the Plan Administrator may, in its sole and absolute discretion, cause any amounts under the Plan to be fully (100%) vested and nonforfeitable.

## **SECTION 6**

### **DISTRIBUTION**

**6.1 Distribution Elections.** Except as otherwise specifically provided in this Plan, a Participant may irrevocably elect for each Plan Year the form and time of distribution of the credits made to his or her Account for such Plan Year.

**6.2 General Rule.** A Participant's distribution election relating to Deferral Credits must be made prior to the date the Participant's deferral election becomes irrevocable. The election shall be made in the form and manner prescribed by Plan Rules. Distribution elections for Base Salary deferrals will also apply to Restoration Match Credits related to the same Plan Year. Earnings Credits and Enhancements will be distributed in the same form and time as in effect for the related Account credit. All Discretionary Credits will be distributed in the form of a single lump sum as of the time determined under Section 6.2.2(b).

**6..2.1 Form of Distribution.** The Participant may elect among the following forms of distribution.

- (a) **Installments.** A series of annual installments made over either five (5) years or ten (10) years commencing at a time provided under Section 6.2.2(a) or (b). For purposes of Code section 409A, installment payments will be treated as a series of separate payments at all times.
- (b) **Lump Sum.** A single lump sum payment.

**6.2.2. Time of Payment.** The Participant may elect among the distribution commencement times described in this section; provided that SPP Benefit Transfer and unvested ESBP Benefit Transfer Credits may not be distributed on a fixed payment date as described in paragraph (c).

- (a) **Termination of Employment.** Within 60 days following the Participant's Termination of Employment, other than on account of death.
- (b) **One-Year Anniversary of Termination of Employment.** Within 60 days following the one-year anniversary of the Participant's Termination of Employment, other than on account of death.
- (c) **Fixed Payment Date.** Within 60 days of January 1 of the calendar year elected by the Participant at the time of deferral. If a Participant has a Termination of Employment as defined in Section 1.2.44 prior to the fixed payment date, such amount shall be paid on the earlier of: (i) within 60 days following January 1 in the tenth year following the year of the Termination of Employment, or (ii) January 1 of the calendar year elected by the Participant at the time of deferral. The Plan Administrator will establish Plan Rules, procedures and limitations on establishing the number and times of the fixed payment dates available for Participants to elect.
- (d) **Payouts in 2008 and 2009.** During 2007 and 2008, consistent with transition relief available under Code section 409A, and subject to Plan Rules, Participants had an

opportunity to elect to receive certain distributions, which are described in more detail in prior Plan Statements.

**6.2.3. Installment Amounts.** The amount of the annual installments shall be determined by dividing the amount of the vested portion of the Account as of the most recent Valuation Date preceding the date the installment is being paid by the number of remaining installment payments to be made (including the payment being determined).

**6.2.4. Small Benefit.** Subject to Section 6.3, in the event that the vested Account balance of a Participant who has died or experienced a Termination of Employment under the Plan is less than the applicable dollar amount under Code section 402(g)(1)(B) for that Plan Year as of the date on which the Plan Administrator makes such determinations, the Plan Administrator (on behalf of the Company) reserves the right to have the Participant's entire Account paid in the form of a single lump sum payment, provided the Plan Administrator's exercise of discretion (on behalf of the Company) complies with the requirements of Treas. Reg. Sec. 1.409A-3(j)(4)(v).

**6.2.5. Default.** If for any reason a Participant shall have failed to make a timely designation of the form or time of distribution with respect to credits for a Plan Year (including reasons entirely beyond the control of the Participant), except as provided in Section 6.2.6, the distribution shall be made as indicated below:

- (a) In the case of SPP Benefit Transfer Credits: a single lump sum within 60 days following the one-year anniversary of the Participant's Termination of Employment.
- (b) In all other cases, a single lump sum payment within 60 days following the Participant's Termination of Employment.

**6.2.6. Crediting of Amounts after Termination of Employment or Benefit Distribution.** Notwithstanding any provision in this Plan Statement to the contrary other than Section 6.3:

- (a) Enhancement, Deferral and Restoration Match Credits.
  - (i) **Lump Sum Distribution.** If Enhancement, Deferral or Restoration Match Credits are due after the complete distribution of the Participant's vested Account balance, or subaccount balance to which such Enhancement, Deferral or Restoration Match Credit relate, then such subsequent credits will be made to the Account and paid to the Participant in a single lump sum cash payment within 60 days of being credited to the Account.
  - (ii) **Installment Distribution.** If Enhancement, Deferral or Restoration Match Credits are due after a related installment distribution occurs, then such subsequent credits will be made to the Account and included in the Account balance to determine the amount of the remaining scheduled payments as applicable.

- (a) **SPP or ESBP Benefit Transfer Credit.** The SPP Benefit Transfer Credit shall be distributed as follows:
- (i) For amounts accruing prior to January 1, 2014, in a single lump sum within 60 days following the Termination of Employment; and
  - (ii) For amounts accruing on or after January 1, 2014,
    - (A) If the SPP Benefit Transfer Credit is due after the complete distribution of the Participant's vested Account balance, or subaccount balance to which such Credit relates, then such Credit will be made to the Account and paid to the Participant in a single lump sum payment within 60 days of being credited to the Account;
    - (B) If the SPP Benefit Transfer Credit is due after a related installment distribution occurs, then such subsequent Credit will be made to the Account and included in the Account balance to determine the amount of the remaining scheduled payments as applicable; and
    - (C) If the SPP Benefit Transfer Credit is due prior to the commencement of payment to which such credit relates, distribution shall be made at the time and in the manner elected by the Participant or pursuant to the Plan's rule, all as provided in Section 6.2.2.

**6.2.7 Vesting in Benefits After the Distribution Date.** No portion of a Participant's Account will be distributed prior to being vested. Subject to Section 6.3, if Participant is scheduled to receive a distribution of a portion of his or her Account that is not vested, such unvested amount will not be paid until subsequently vested, at which time it will be paid out in accordance with the respective distribution election.

**6.2.8 No Spousal Rights.** No spouse, former spouse, Beneficiary or other person shall have any right to participate in the Participant's designation of a form or time of payment.

**6.3 Six-Month Suspension for Specified Employees.** Notwithstanding any other provision in this Section 6 to the contrary, if a Participant is a Specified Employee at Termination of Employment, then any distributions arising on account of the Participant's Termination of Employment (other than on account of death) that are due shall be suspended and not be made until (6) months have elapsed since such Participant's Termination of Employment (or, if earlier, upon the date of the Participant's death). Any payments that were otherwise payable during the six-month suspension period referred to in the preceding sentence, will be paid within 60 days after the end of such six-month suspension period.

**6.4 Distribution on Account of Death; Distribution Following Death.** Upon the death of a Participant prior to Termination of Employment or other distribution trigger, the Participant's Account balance will be paid to the Participant's Beneficiary in a single lump sum as soon as practicable following the Participant's death, but in no event later than the last day of the calendar year immediately following the calendar year in which the Participant's death occurs. Upon the death of a Participant following Termination of Employment or other distribution trigger,

distribution will continue in the same form and at the same time it was scheduled to be paid to the Participant, subject to Section 6.3, but will be paid in a single lump sum to the estate of the Beneficiary as soon as practicable following the Beneficiary's death.

## **6.5 Distribution on Account of Unforeseeable Emergency.**

**6.5.1 When Available.** A Participant may receive a distribution from the vested portion of his or her Account (which shall be deemed to include the deferral that would have been made but for the cancellation under Section 6.5.3) if the Plan Administrator determines that such distribution is on account of an Unforeseeable Emergency and the conditions in Section 6.5.2 have been fulfilled. To receive such a distribution, the Participant must request a distribution by filing an application with the Plan Administrator and furnish such supporting documentation as the Plan Administrator may require. In the application, the Participant shall specify the basis for the distribution and the dollar amount to be distributed. If such request is approved by the Plan Administrator, distribution shall be made in a lump sum payment within 60 days following the approval by the Plan Administrator of the completed application.

**6.5.2 Limitations.** The amount that may be distributed with respect to a Participant's Unforeseeable Emergency shall not exceed the amounts necessary to satisfy the emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such Unforeseeable Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), and/or cancellation of deferrals pursuant to Section 6.5.3, provided the determination of such limitation is consistent with the requirements of Code section 409A(a)(2)(B)(ii).

**6.5.3 Cancellation of Deferral Elections.** As provided by Section 2.12, in the event of a distribution under Section 6.5.1 the Plan Administrator will cancel the Participant's deferral elections for the balance of the applicable Plan Year.

## **6.6 Designation of Beneficiaries.**

### **6.6.1 Right to Designate or Revoke.**

- (a) Each Participant may designate one or more primary Beneficiaries or secondary Beneficiaries to receive all or a specified part of such Participant's vested Account in the event of such Participant's death. If fewer than all designated primary or secondary Beneficiaries predecease the Participant, then the amount of such predeceased Beneficiary's portion shall be allocated to the remaining primary or secondary Beneficiaries, as the case may be.
- (b) The Participant may change or revoke any such designation from time to time without notice to or consent from any spouse, any person named as Beneficiary or any other person.
- (c) No such designation, change or revocation shall be effective unless completed and filed with the Plan Administrator in accordance with Plan Rules during the Participant's lifetime.

**6.6.2 Failure of Designation.** If a Participant:

- (a) fails to designate a Beneficiary,
- (b) designates a Beneficiary and thereafter revokes such designation without naming another Beneficiary, or
- (c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant, such Participant's vested Account, shall be payable to the first class of the following classes of automatic Beneficiaries:
- (d) Participant's surviving spouse Representative of Participant's estate

**6.6.3 Disclaimers by Beneficiaries.** A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's vested Account may disclaim an interest therein subject to the Plan Rules.

**6.6.4 Special Rules.** Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

- (a) If there is not sufficient evidence that a person designated as a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.
- (b) The automatic Beneficiaries specified in Section 6.6.2 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death (subject to Section 6.6.3) so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate.
- (c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. The foregoing shall not prevent the Participant from designating a former spouse as a beneficiary on a form that is both executed by the Participant and received by the Plan Administrator (i) after the date of the legal termination of the marriage between the Participant and such former spouse and (ii) during the Participant's lifetime.
- (d) A finalized marriage (other than a common law marriage) of a Participant subsequent to the date of filing of a Beneficiary designation shall revoke such designation unless the Participant's new spouse had previously been designated as the Beneficiary.
- (e) Any designation of a nonspouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to

whether the relationship to the Participant exists either then or at the Participant's death.

- (f) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

## **6.7 Facility of Payment.**

**6.7.1 Legal Disability.** In case of the legal disability, including minority, of an individual entitled to receive any payment under this Plan, payment shall be made, if the Plan Administrator shall be advised of the existence of such condition:

- (a) to the duly appointed guardian, conservator or other legal representative of such individual, or
- (b) to a person or institution entrusted with the care or maintenance of the incompetent or disable Participant or Beneficiary, provided such person or institution has satisfied the Plan Administrator that the payment will be used for the best interest and assist in the care of such individual, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such individual.

**6.7.2. Discharge of Liability.** Any payment made in accordance with the foregoing provisions of this Section 6.7 shall constitute a complete discharge of any liability or obligation of the Participating Employers under this Plan.

**6.8 Tax Withholding.** The Participating Employer (or any other person legally obligated to do so) shall withhold the amount of any federal, state or local income tax, payroll tax or other tax that the payer reasonably determines is required to be withheld under applicable law with respect to any amount payable under this Plan. All benefits otherwise due hereunder shall be reduced by the amount to be withheld.

**6.9 Payments Upon Rehire.** If a Participant who is receiving installment payments or due a deferred lump sum payment under this Plan is rehired, the payments will continue in accordance with the prior distribution elections.

**6.10 Application for Distribution.** A Participant may be required to make application to receive payment and to complete other forms and furnish other documentation required by the Plan Administrator. Distribution shall not be made to any Beneficiary until such Beneficiary shall have filed an application for benefits in a form acceptable to the Plan Administrator and such application shall have been approved by the Plan Administrator and the Plan Administrator has determined that the applicant is entitled to payment.

**6.11 Acceleration of Distributions.** The Plan Administrator in its sole discretion may exercise discretion on behalf of the Company to accelerate the distribution of any payment under this Plan to the extent allowed under Code section 409A.



**6.12 Delay of Distributions.** The Plan Administrator in its sole discretion may exercise discretion on behalf of the Company to delay the distribution of any payment under this Plan to the extent allowed under Code section 409A, including, but not limited to, as necessary to maximize the Company's tax deductions as allowed pursuant to Code section 162(m) or to avoid violation of federal securities or other applicable law.

**SECTION 7**  
**SOURCE OF PAYMENTS; NATURE OF INTEREST**

**7.1 Source of Payments.**

**7.1.1 General Assets.** Each Participating Employer will pay, from its general assets, the distribution of the Participant's Account under Section 6, and all costs, charges and expenses relating thereto.

**7.1.2 Trust.** Upon a Change-in-Control that causes the Plan to be terminated under Section 8.3.2, the trustee of the Trust will make distributions to Participants and Beneficiaries from the Trust in satisfaction of a Participating Employer's obligations to make distributions under this Plan in accordance with and subject to the terms of the Trust to the extent such payments are not otherwise made directly by the Participating Employer.

**7.2 Unfunded Obligation.** The obligation of the Participating Employers to make payments under this Plan constitutes only the unsecured (but legally enforceable) promise of the Participating Employers to make such payments. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, claims or interests in any specific property or assets of the Company or a Participating Employer, nor shall they be beneficiaries of, or have any rights, claims or interests in any life insurance policies, annuity contracts or the proceeds therefrom owned or which may be acquired by the Company.

**7.3 Establishment of Trust.** The Participating Employers shall have no obligation to establish or maintain any fund, trust or account (other than a bookkeeping account or reserve) for the purpose of funding or paying the benefits promised under this Plan except as provided in the Trust. The Participating Employers may from time to time transfer to the Trust cash, or other marketable securities or other property acceptable to the trustee in accordance with the terms of the Trust. If the Participating Employers have deposited funds in the Trust, such funds shall remain the sole and exclusive property of the Participating Employer that deposited such funds.

**7.4 Spendthrift Provision.** Except as otherwise provided in this Section 7.4, no Participant or Beneficiary shall have any interest in any Account which can be transferred nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while in the possession or control of the Participating Employers. The Plan Administrator shall not recognize any such effort to convey any interest under this Plan. No benefit payable under this Plan shall be subject to attachment, garnishment, or execution following judgment or other legal process before actual payment to such person.

**7.4.1 Right to Designate Beneficiary.** The power to designate Beneficiaries to receive the Account of a Participant in the event of such Participant's death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber such Participant's Account or any part thereof, and any attempt of a Participant so to exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Participating Employers.

**7.4.2 Plan Administrator's Right to Exercise Discretion.** This Section 7.4 shall not prevent the Plan Administrator from exercising, in its discretion, any of the applicable powers and options granted to it under any applicable provision hereof.

**7.5 Compensation Recovery (Recoupment).** Notwithstanding any other provision of the Plan, a Participant who becomes subject to the Company's recoupment policy as adopted by the Human Resources & Compensation Committee of the Company's Board of Directors and amended from time to time ("Recoupment Policy") may have all or a portion of his or her benefit under this Plan forfeited and/or all or a portion of any distributions payable to the Participant or his or her Beneficiary recovered by the Company.

**7.5.1** Any Deferral Credit and related Earnings Credits resulting from the deferral of Eligible Compensation that is subject to recovery under the Recoupment Policy may be forfeited and, in such event, a corresponding adjustment will be made to the Participant's Account balance.

**7.5.2** If a Participant has commenced distributions and is subject to a claim for recovery under the Recoupment Policy, then the Company may, subject to any limitations under Code section 409A, retain all or any portion of the Participant's (or his or her Beneficiary's) taxable distribution, net of state, federal or foreign tax withholding, to satisfy such claim.

**SECTION 8**  
**ADOPTION, AMENDMENT AND TERMINATION**

**8.1 Adoption.** With the prior approval of the Plan Administrator, an Affiliate may adopt the Plan and become a Participating Employer by furnishing to the Plan Administrator a certified copy of a resolution of its board of directors adopting this Plan.

**8.2 Amendment.**

**8.2.1 General Rule.** The Company, by action of its Board of Directors, or by action of a person so authorized by resolution of the Board of Directors and subject to any limitations or conditions in such authorization, may at any time amend the Plan, in whole or in part, for any reason, including but not limited to tax, accounting or insurance changes, a result of which may be to terminate the Plan for future deferrals provided, however, that no amendment shall be effective to decrease the benefits, nature or timing thereof payable under the Plan to any Participant with respect to deferrals made (and benefits thereafter accruing) prior to the date of such amendment. Written notice of any amendment shall be given each Participant then participating in the Plan.

**8.2.2 Amendment to Benefit of Executive Officer.** Any amendment to the benefit of an executive Officer under this Plan, to the extent approval of such amendment by the Board would be required by the Securities and Exchange Commission and its regulations or the rules of any applicable securities exchange, will require the approval of the Board.

**8.2.3 No Oral Amendments.** No modification of the terms of this Plan Statement shall be effective unless it is in writing. No oral representation concerning the interpretation or effect of this Plan Statement shall be effective to amend this Plan Statement.

**8.3 Termination and Liquidation.**

**8.3.1 General Rule.**

- (a) To the extent necessary or reasonable to comply with any changes in law, the Board may at any time terminate and liquidate this Plan, provided such termination and liquidation satisfies the requirements of Code section 409A.
- (b) To the extent that a Participant's benefit under the Plan will be immediately included in the income of the Participant, as determined by a court of competent jurisdiction or the Internal Revenue Service, to the extent permitted under Code section 409A, the Board may terminate and liquidate this Plan, in whole or in part, as it relates to the impacted Participant.

**8.3.2. Plan Termination and Liquidation on Account of a Change-in-Control.** Upon a Change-in-Control, the Plan will terminate and payment of all amounts under the Plan will be accelerated if and to the extent provided in this Section 8.3.2.

- (a) The Plan will be terminated effective as of the first date on which there has occurred both (i) a Change-in-Control under Section 1.2.8, and (ii) a funding of the Trust on account of such Change-in-Control (referred to herein as the "Plan termination

effective date”) unless, prior to such Plan termination effective date, the Board affirmatively determines that the Plan will not be terminated as of such effective date. The Board will be deemed to have taken action to irrevocably terminate the Plan as of the Plan termination effective date by its failure to affirmatively determine that the Plan will not terminate as of such date.

- (b) The determination by the Board under paragraph (a) constitutes a determination that such termination will satisfy the requirements of Code section 409A, including an agreement by the Company that it will take such additional action or refrain from taking such action as may be necessary to satisfy the requirements necessary to terminate and liquidate the Plan under paragraph (c) below.
- (c) In the event the Board does not affirmatively determine not to terminate the Plan as provided in paragraph (a), such termination shall be subject to either (i) or (ii), as follows:
  - (i) If the Change-in-Control qualifies as a “change in control event” for purposes of Code section 409A, payment of all amounts under the Plan will be accelerated and made in a lump sum as soon as administratively practicable but not more than 90 days following the Plan termination effective date, provided the requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix)(B) have been satisfied.
  - (ii) If the Change-in-Control does not qualify as a “change in control event” for purposes of Code section 409A, payment of all amounts under the Plan will be accelerated and made in a lump sum as soon as administratively practicable but not more than 60 days following the 12 month anniversary of the Plan termination effective date, provided the requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix)(C) have been satisfied.

**SECTION 9**  
**CLAIM PROCEDURES**

**9.1 Claims Procedure.** Until modified by the Plan Administrator, the claim and review procedures set forth in this Section shall be the mandatory claim and review procedures for the resolution of disputes and disposition of claims filed under this Plan. An application for a distribution or withdrawal shall be considered as a claim for the purposes of this Section.

**9.1.1 Initial Claim.** An individual may, subject to any applicable deadline, file with the Plan Administrator a written claim for benefits under this Plan in a form and manner prescribed by the Plan Administrator.

- (a) If the claim is denied in whole or in part, the Plan Administrator shall notify the claimant of the adverse benefit determination within ninety (90) days after receipt of the claim.
- (b) The ninety (90) day period for making the claim determination may be extended for ninety (90) days if the Plan Administrator determines that special circumstances require an extension of time for determination of the claim, provided that the Plan Administrator notifies the claimant, prior to the expiration of the initial ninety (90) day period, of the special circumstances requiring an extension and the date by which a claim determination is expected to be made.

**9.1.2 Notice of Initial Adverse Determination.** A notice of an adverse determination shall set forth in a manner calculated to be understood by the claimant.

- (a) The specific reasons for the adverse determinations,
- (b) references to the specific provisions of this Plan Statement (or other applicable Plan document) on which the adverse determination is based,
- (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and
- (d) a description of the claim and review procedures, including the time limits applicable to such procedure, and a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review.

**9.1.3 Request for Review.** Within sixty (60) days after receipt of an initial adverse benefit determination notice, the claimant may file with the Plan Administrator a written request for a review of the adverse determination and may, in connection therewith submit written comments, documents, records and other information relating to the claim benefits. Any request for review of the initial adverse determination not filed within sixty (60) days after receipt of the initial adverse determination notice shall be untimely.

**9.1.4 Claim on Review.** If the claim, upon review, is denied in whole or in part, the Plan Administrator shall notify the claimant of the adverse benefit determination within sixty (60) days after receipt of such a request for review.

- (a) The sixty (60) day period for deciding the claim on review may be extended for sixty (60) days if the Plan Administrator determines that special circumstances require an extension of time for determination of the claim, provided that the Plan Administrator notifies the claimant, prior to the expiration of the initial sixty (60) day period, of the special circumstances requiring an extension and the date by which a claim determination is expected to be made.
- (b) In the event that the time period is extended due to a claimant's failure to submit information necessary to decide a claim on review, the claimant shall have sixty (60) days within which to provide the necessary information and the period for making the claim determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information or, if earlier, the expiration of sixty (60) days.
- (c) The Plan Administrator's review of a denied claim shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

**9.1.5 Notice of Adverse Determination for Claim on Review.** A notice of an adverse determination for a claim on review shall set forth in a manner calculated to be understood by the claimant.

- (a) the specific reasons for the denial,
- (b) references to the specific provisions of this Plan Statement (or other applicable Plan document) on which the adverse determination is based,
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits,
- (d) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about such procedures, and
- (e) a statement of the claimant's right to bring an action under ERISA section 502(a).

## **9.2 Rules and Regulations.**

**9.2.1 Adoption of Rules.** Any rule not in conflict or at variance with the provisions hereof may be adopted by the Plan Administrator.

### **9.2.2 Specific Rules.**

- (a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the established claim procedures. The Plan Administrator may require that any claim for benefits and any request for a

review of a denied claim be filed on forms to be furnished by the Plan Administrator upon request.

- (b) All decisions on claims and on requests for a review of denied claims shall be made by the Plan Administrator unless delegated as provided for in the Plan, in which case references in this Section 9 to the Plan Administrator shall be treated as references to the Plan Administrator's delegate.
- (c) Claimants may be represented by a lawyer or other representative at their own expense, but the Plan Administrator reserves the right to require the claimant to furnish written authorization and establish reasonable procedures for determining whether an individual has been authorized to act on behalf of a claimant. A claimant's representative shall be entitled to copies of all notices given to the claimant.
- (d) The decision of the Plan Administrator on a claim and on a request for a review of a denied claim may be provided to the claimant in electronic form instead of in writing at the discretion of the Plan Administrator.
- (e) In connection with the review of a denied claim, the claimant or the claimant's representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information necessary to make a benefit determination accompanies the filing.
- (f) The time period within which a benefit determination will be made shall begin to run at the time a claim or request for review is filed in accordance with the claims procedures, without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- (g) The claims and review procedures shall be administered with appropriate safeguards to that benefit claim determinations are made in accordance with governing plan documents and, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants.
- (h) The Plan Administrator may, in its discretion, rely on any applicable statute of limitation or deadline as a basis for denial of any claim.

### **9.3. Limitations and Exhaustion.**

**9.3.1. Claims.** No claim shall be considered under these administrative procedures unless it is filed with the Plan Administrator within two (2) years after the Participant knew (or reasonably should have known) of the general nature of the dispute giving rise to the claim. Every untimely claim shall be denied by the Plan Administrator without regard to the merits of the claim.

**9.3.2. Lawsuits.** No suit may be brought by or on behalf of any Participant or Beneficiary on any matter pertaining to this Plan unless the action is commenced in the proper forum within two (2) years from the earlier of:



- (a) the date the Participant knew (or reasonably should have known) of the general nature of the dispute giving rise to the action, or
- (b) the date the claim was denied.

**9.3.3 Exhaustion of Remedies.** These administrative procedures are the exclusive means for resolving any dispute arising under this Plan. As to such matters:

- (a) no Participant or Beneficiary shall be permitted to litigate any such matter unless a timely claim has been filed under these administrative procedures and these administrative procedures have been exhausted, and
- (b) determinations by the Plan Administrator (including determinations as to whether the claim was timely filed shall be afforded the maximum deference permitted by law.

**9.3.4 Imputed Knowledge.** For the purpose of applying the deadlines to file a claim or a legal action, knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

**SECTION 10**  
**PLAN ADMINISTRATION**

**10.1 Plan Administration.**

**10.1.1 Administrator.** The Company's Vice President, Pay & Benefits (or any successor thereto) is the "administrator" of the Plan for purposes of section 3(16)(A) of ERISA. Except as otherwise expressly provided herein, the Plan Administrator shall control and manage the operation and administration of this Plan and make all decisions and determinations.

**10.1.2 Authority and Delegation.** The Plan Administrator is authorized to:

- (a) Appoint one or more individuals or entities and delegate such of his or her powers and duties as he or she deems desirable to any individual or entity, in which case every reference herein made to Plan Administrator shall be deemed to mean or include the individual or entity as to matters within their jurisdiction. Such individual may be an officer or other employee of a Participating Employer or Affiliate, provided that any delegation to an employee of a Participating Employer or Affiliate will automatically terminate when he or she ceases to be an employee. Any delegation may be rescinded at any time; and
- (b) Select, employ and compensate from time to time such agents or consultants as the Plan Administrator may deem necessary or advisable in carrying out its duties and to rely on the advice and information provided by them.

**10.1.3 Determination.** The Plan Administrator shall make such determinations as may be required from time to time in the administration of this Plan. The Plan Administrator shall have the discretionary authority and responsibility to interpret and construe this Plan Statement and to determine all factual and legal questions under this Plan, including but not limited to the entitlement of Participants and Beneficiaries, and the amounts of their respective interests. Each decision of the Plan Administrator shall be final and binding upon all parties. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

**10.1.4 Reliance.** The Plan Administrator may act and rely upon all information reported to it hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

**10.1.5 Rules and Regulations.** Any rule, regulation, policy, practice or procedure not in conflict or at variance with the provisions hereof may be adopted by the Plan Administrator.

**10.2 Conflict of Interest.** If any individual to whom authority has been delegated or redelegated hereunder shall also be a Participant in this Plan, such Participant shall have no authority with respect to any matter specially affecting such Participant's individual interest hereunder or the interest of a person superior to him or her in the organization (as distinguished from the interests of all Participants and Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to other individuals as the case may

be, to the exclusion of such Participant, and such Participant shall act only in such Participant's individual capacity in connection with any such matter.

**10.3 Service of Process.** In the absence of any designation to the contrary by the Plan Administrator, the Chief Legal Officer of the Company is designated as the appropriate and exclusive agent for the receipt of service of process directed to this Plan in any legal proceeding, including arbitration, involving this Plan.

**10.4 Choice of Law.** Except to the extent that federal law is controlling, this Plan Statement will be construed and enforced in accordance with the laws of the State of Minnesota.

**10.5 Responsibility for Delegate.** No person shall be liable for an act or omission of another person with regard to a responsibility that has been allocated to or delegated to such other person pursuant to the terms of the Plan Statement or pursuant to procedures set forth in the Plan Statement.

**10.6 Expenses.** All expenses of administering the benefits due under this Plan shall be borne by the Participating Employers.

**10.7 Errors in Computations.** It is recognized that in the operation and administration of the Plan certain mathematical and accounting errors may be made or mistakes may arise by reason of factual errors in information supplied to the Plan Administrator or trustee. The Plan Administrator shall have power to cause such equitable adjustments to be made to correct for such errors as the Plan Administrator, in its sole discretion, considers appropriate. Such adjustments shall be final and binding on all persons.

**10.8 Indemnification.** In addition to any other applicable provisions for indemnification, the Participating Employers jointly and severally agree to indemnify and hold harmless, to the extent permitted by law, each director, officer and Employee of the Participating Employers against any and all liabilities, losses, costs or expenses (including legal fees) of whatsoever kind and nature which may be imposed on, incurred by or asserted against such person at any time by reason of such person's services as an administrator in connection with this Plan, but only if such person did not act dishonestly, or in bad faith, or in willful violation of the law or regulations under which such liability, loss, cost or expense arises.

**10.9 Notice.** Any notice required under this Plan Statement may be waived by the person entitled thereto.

**SECTION 11**  
**CONSTRUCTION**

**11.1 ERISA Status.** This Plan was adopted and is maintained with the understanding that it is an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees as provided in section 201(2), section 301(a)(3) and section 401(a)(1) of ERISA. This Plan shall be interpreted and administered accordingly.

**11.2 IRC Status.** This Plan is intended to be a nonqualified deferred compensation arrangement that will comply in form and operation with the requirements of Code section 409A and this Plan will be construed and administered in a manner that is consistent with and gives effect to such intention.

**11.3 Rules of Document Construction.** In the event any provision of this Plan Statement is held invalid, void or unenforceable, the same shall not affect, in any respect whatsoever, the validity of any other provision of this Plan. The titles given to the various Sections of this Plan Statement are inserted for convenience of reference only and are not part of this Plan Statement, and they shall not be considered in determining the scope, purpose, meaning or intent of any provision hereof. The provisions of this Plan Statement shall be construed as a whole in such manner as to carry out the provisions thereof and shall not be construed separately without relation to the context.

**11.4 References to Laws.** Any reference in this Plan Statement to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation unless, under the circumstances, it would be inappropriate to do so.

**11.5 Appendices.** The Plan provisions that have application to a limited number of Participants or that otherwise do not apply equally to all Participants may be described in an appendix to this Plan Statement. In the event of a conflict between the terms of an appendix and the terms of the remainder of this Plan Statement, the appendix will control.

## APPENDIX A

### SPP BENEFIT

**A-1 Purpose and Application.** The purpose of this Appendix A to this Plan Statement is to establish the rules for determining the amount of the SPP Benefit Transfer Credit under this Plan.

#### A-2 Background.

**A-2.1 Transfer Credits.** The Company has adopted and maintained several nonqualified supplemental pension plans to provide retirement income to a select group of highly compensated and key management employees in excess of the retirement income that can be provided under the Target Pension Plan on account of limitations imposed by the Code. Effective April 30, 2002, the Company began converting the accrued supplemental pension benefits of certain participants to credits under this Plan as adjusted annually to reflect changes in such benefits.

**A-2.2 Cash Balance Formula.** Effective January 1, 2003, the Target Pension Plan was amended to add a cash balance pension plan formula (referred to as the “personal pension account”). Depending on the date participation commences or an election was made, a Participant who has a benefit under the Target Pension Plan may have his or her accrued benefit under such plan based solely on the final average pay formula (the “traditional formula”), solely on the personal pension account, or a combination of the traditional formula (frozen as of December 31, 2002) and the personal pension account.

#### A-3 Definitions.

**A-3.1 SPP I** “SPP I” means the Target Corporation SPP I.

**A-3.2 SPP II** “SPP II” means the Target Corporation SPP II.

**A-3.3 SPP III** “SPP III” means the Target Corporation SPP III.

**A-4 SPP Benefit.** Each Participant’s SPP Benefit is equal to the sum of the benefits under Section A-4.1, Section A-4.2 and Section A-4.3.

**A-4.1 Traditional Formula Benefit.** A Participant’s SPP Benefit is the excess, if any, of the monthly pension benefit under (a) over the monthly pension benefit under (b):

(a) the monthly pension benefit the Participant would be entitled to under the Target Pension Plan, based on the “traditional formula,” if such formula were applied

(i) without regard to the maximum benefit limitation required by Code section 415;

(ii) without regard to the maximum compensation limitation under Code section 401(a)(17);

(iii) as if the definition of “certified earnings” under the Target Pension Plan for a plan year included compensation that would have been paid in the plan year in

the absence of the Participant's election to defer payment of the compensation to a later date pursuant to the provisions of a deferred compensation plan;

(iv) without regard to the alternative benefit formula of Sections 4.6(a)(3) and 4.6(b)(2) of the Target Pension Plan.

(b) The monthly pension benefit the Participant is entitled to receive under the Target Pension Plan on account of the "traditional formula."

**A-4.2 Personal Pension Account.** A Participant's SPP Benefit includes the excess, if any, of the amount determined under (a) over the amount determined under (b):

(a) The amount that would have been credited each quarter (including both "pay credits" and "interest credits") to the Participant's "personal pension account" under the Target Pension Plan, if such account were applied:

(i) without regard to the maximum benefit limitations required by Code section 415;

(ii) without regard to the maximum compensation limitation under Code section 401(a)(17);

(iii) as if the definition of "certified earnings" under the Target Pension Plan for a calendar quarter included compensation that would have been paid during such calendar quarter in the absence of the Participant's election to defer payment of the compensation to a later date pursuant to the provisions of a deferred compensation plan;

(iv) as if a distribution had been made from such account equal to any SPP Benefit Transfer Credits made under Section 3.3.

(b) The amount of the credits actually made to the Participant's "personal pension account" under the Target Pension Plan.

**A-4.3 SPP III.** SPP III benefits, which could have been included in a Participant's SPP Benefit before SPP III was terminated effective January 1, 2016, were reflected in prior Plan Statements.

**A-4.4 Company Determination.** The actuarial lump sum present value of a Participant's benefit determined under this Appendix A will be determined by the Company, in its sole and absolute discretion, by using such factors and assumptions as the Company considers appropriate in its sole and absolute discretion as of the date of distribution or transfer.

## Amendment

to

Target Corporation Deferred Compensation Trust Agreement  
(As Amended and Restated Effective January 1, 2009)

This Amendment, dated December 18, 2020 (the "Amendment"), is made to the Target Corporation Deferred Compensation Trust Agreement (As Amended and Restated Effective January 1, 2009 and as amended, restated, supplemented, modified and otherwise in effect from time to time, the "Trust Agreement") by and between Target Corporation, a Minnesota corporation (the "Company") and State Street Bank and Trust Company (the "Trustee").

WHEREAS, the Company desires to amend certain provisions in the Trust Agreement to clarify that the Trustee shall not have investment discretion or responsibilities over the Trust following a change of control.

NOW, THEREFORE, the parties hereby amend the Trust Agreement, as follows:

1. Section 5 (c) is amended in its entirety and replaced with the following:

"Trustee shall hold, manage, invest and otherwise administer the Trust pursuant to the terms of this Agreement. The Trustee shall be responsible only for contributions actually received by it hereunder. The amount of each contribution made by the Employers to the Trust shall be determined in the sole discretion of the Executive Committee or other persons allocated that responsibility herein, and Trustee shall have no duty or responsibility with respect thereto. Except as otherwise specifically agreed to by Trustee, Trustee shall not be responsible for the administration of any Plan (including without limitation the determination of Plan participation rights of employees of the Employers and the determination of benefits of the participants in any Plan). Except to the extent that Trustee has otherwise specifically agreed in writing, Trustee shall not be responsible, directly or indirectly, for the investment or reinvestment of the assets of the Trust, which investment and reinvestment shall be the sole responsibility of Company. Upon a Change in Control, the Company shall identify the entity or individuals who will have discretion over the Trust and take on the responsibilities of the Company as described in this Agreement. If such identification is not made within thirty (30) days of the Change in Control, the Trustee shall resign and the Company shall designate a successor trustee to take over responsibilities of the Trust after such Change in Control. For the avoidance of doubt, the Trustee shall not have any discretion over the Trust or take on the responsibilities of the Company during such thirty (30) day period. Prior to Change of Control, and unless Company and Trustee have mutually agreed in a separate writing that Trustee shall have and exercise investment discretion, in either case with respect to all or a portion of the assets of the Trust, Company shall have complete discretion with respect to the investment of such assets at all times, and shall direct Trustee accordingly."

2. Section 10 (c) is amended in its entirety and replaced with the following:

“Notwithstanding subsection (b), upon a Change of Control, Trustee may not be removed by Company for three years, *provided however*, if within thirty (30) days the Company does not identify the entity or individuals who will have discretion over the Trust and take on the responsibilities of the Company, the Trustee shall resign and the Company shall designate a successor trustee, pursuant to section 5 (c) herein.”

3. Except as specifically amended hereby, all other terms and conditions of the Trust Agreement shall remain in full force and effect.
4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same instrument. Counterparts may be executed in either original or electronically transmitted form (e.g., emailed portable document format (PDF) form), and the parties hereby adopt as original any signatures received via electronically transmitted form.

[Signature Page to follow]



IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers this  
18th day of December, 2020.

COMPANY

TRUSTEE

By /s/ Melissa Kremer

By /s/ Jason Landry

Name: Melissa Kremer

Name: Jason Landry

Title: EVP & CHRO

Title: Vice President



Target Corporation 2020 Long-Term Incentive Plan

RESTRICTED STOCK UNIT AGREEMENT

(Officer)

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made in Minneapolis, Minnesota as of the date of grant (the "Grant Date") set forth in the award letter (the "Award Letter") by and between the Company and the person (the "Team Member") identified in the Award Letter. This award (the "Award") of Restricted Stock Units ("RSUs"), provided to you as a Service Provider, is being issued under the Target Corporation 2020 Long-Term Incentive Plan (the "Plan"), subject to the following terms and conditions.

1. Definitions. Except as otherwise provided in this Agreement, the defined terms used in this Agreement shall have the same meaning as in the Plan. The term "Committee" shall also include those persons to whom authority has been delegated under the Plan.

2. Grant of RSUs. Subject to the relevant terms of the Plan and this Agreement, as of the Grant Date, the Company has granted the Team Member the number of RSUs set forth in the Award Letter.

3. Vesting Schedule.

(a) Subject to Section 3(b), [XX] of the Shares issuable under the RSUs shall vest on the first anniversary of the Grant Date and on each succeeding anniversary of the Grant Date until all of the Shares have been issued (after the [XX] anniversary of the Grant Date).

(b) Notwithstanding Section 3(a), the Shares issuable under the RSUs shall vest on the earlier of: (i) the date that the conditions for an Accelerated Vesting Event set forth in Section 4 are satisfied, in which case, all of the outstanding unvested RSUs shall become vested; or (ii) as specified in Section 5.

(c) Each date of vesting is referred to as a "Vesting Date". All vested RSUs shall be paid out as provided in Section 10, in accordance with and subject to any restrictions set forth in this Agreement, the Plan or any Release Agreement that the Team Member may be required to enter pursuant to Sections 4 or 5. "Release Agreement" means an agreement containing a release of claims, a covenant not to engage in competitive employment, and/or other provisions deemed appropriate by the Committee in its sole discretion.

4. Accelerated Vesting Events. Upon the occurrence of one of the following events (each, an "Accelerated Vesting Event"), the outstanding unvested RSUs subject to this Agreement shall vest as provided below:

(a) Retirement. If the Retirement Conditions are satisfied any outstanding unvested RSUs shall vest in full as of the date the last of the Retirement Conditions is satisfied, as applicable. The "Retirement Conditions" are: (i) the Team Member attaining age 55 and completing at least 5 years of Service (which 5 years need not be continuous) on or prior to the Team Member's voluntary termination of Service, (ii) the Company receiving a valid unrevoked Release Agreement from the Team Member, and (iii) the Team Member must have commenced discussions with the Company's Chief Executive Officer or most senior human resources executive regarding the Team Member's consideration of termination at least six months prior to the Team Member's voluntary termination of Service.

(b) Death. In the case of the Team Member's death prior to the Team Member's termination of Service, any outstanding unvested RSUs shall vest in full as of the date of the Team Member's death.

(c) Disability. In the case of the Team Member's Disability prior to the Team Member's termination of Service, any outstanding unvested RSUs shall vest in full as of the date of the Team Member's Disability.

5. Change in Control. If a Change in Control occurs and the Award is assumed or replaced pursuant to Section 11(b)(1) of the Plan, the Award will continue to be subject to the Vesting Schedule provided in Section 3. Notwithstanding the foregoing, if within two years after a Change in Control and prior to the [XX] anniversary of the Grant Date, the Team Member's Service terminates voluntarily by the Team Member for Good Reason or involuntarily without Cause, and provided that the Company has received a valid unrevoked Release Agreement from the Team Member, then any outstanding unvested RSUs subject to this Agreement shall vest in full as of the date of the Team Member's termination of Service.

6. Cause. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member's Service was terminated in whole or in part for Cause, all of the RSUs subject to the Award that have not previously been converted to Shares shall terminate immediately and the Team Member shall have no rights hereunder.

7. Other Termination; Changes of Service. If at any time prior to the [XX] anniversary of the Grant Date the Team Member's Service is terminated involuntarily (even if the Team Member has satisfied the Retirement Conditions related to age and service), for Cause, or for any other reason not meeting all the conditions specified in Sections 4(b), 4(c) or 5, all of the outstanding unvested RSUs subject to the Award shall terminate effective as of the date of termination of Service and the Team Member shall have no rights hereunder. Service shall not be deemed terminated in the case of (a) any approved leave of absence, or (b) transfers among the Company and any Subsidiaries in the same Service Provider capacity; however, a termination of Service shall occur if (i) the relationship the Team Member had with the Company or a Subsidiary at the Grant Date terminates, even if the Team Member continues in another Service Provider capacity with the Company or a Subsidiary, or (ii) the Team Member experiences a "separation from service" within the meaning of Code Section 409A.

8. Restrictive Covenant. By accepting the Award, the Team Member specifically agrees to the restrictive covenant contained in this Section 8 (the "Restrictive Covenant") and the Team Member agrees that the Restrictive Covenant and the remedies described herein are reasonable and necessary to protect the legitimate interests of the Company.

(a) Non-Solicitation. The Team Member agrees that for the period beginning on the Grant Date and ending on the date that is one year following the Team Member's termination of Service, the Team Member will not recruit for employment directly or indirectly, any employee of the Company with whom the Team Member worked, or about whom the Team Member possesses any Company personnel information.

(b) Remedies. The Team Member agrees that immediate irreparable damage will result to Company if the Team Member breaches the Restrictive Covenant set forth in this Agreement. Therefore, in the event the Team Member breaches this Agreement, whether directly or indirectly, the Team Member consents to specific enforcement of this Agreement through an injunction or restraining order. Injunctive relief shall be awarded in addition to any other remedies or damages available at law or in equity. The Team Member specifically agrees that the Company is entitled to the attorneys' fees and expenses the Company incurs to enforce this Agreement, and that the Team Member is responsible for paying the Company's costs and attorneys' fees incurred as a result of enforcing any provisions of this Agreement.

(c) Recovery. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member has breached the Restrictive Covenant, the Company may take one or more of the following actions with respect to the Award:

(i) immediately terminate all of the RSUs subject to the Award that have not previously been converted to Shares, and the Team Member shall have no rights hereunder; and

(ii) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of RSUs to Shares or the sale of Shares related to the Award.

9. Dividend Equivalents. The Team Member shall have the right to receive additional RSUs with a value equal to the regular cash dividend paid on one Share for each RSU held pursuant to this Agreement prior to the conversion of RSUs and issuance of Shares pursuant to Section 10. The number of additional RSUs to be received as dividend equivalents for each RSU held shall be determined by dividing the cash dividend per share by the Fair Market Value of one Share on the dividend payment date; provided, however, that for purposes of avoiding the issuance of fractional RSUs, on each dividend payment date the additional RSUs issued as dividend equivalents shall be rounded up to the nearest whole number. All such additional RSUs received as dividend equivalents shall be subject to forfeiture in the same manner and to the same extent as the original RSUs granted hereby, and shall be converted into Shares on the basis and at the time set forth in Section 10 hereof.

10. Conversion of RSUs and Issuance of Shares.

(a) Timing. Vested RSUs shall be converted to Shares and shall be issued within 90 days following the earliest to occur of (i) each anniversary of the Grant Date, (ii) the Team Member's "separation from service" as such term is defined for purposes of Code Section 409A, (iii) the Team Member's death, or (iv) the Team Member's Disability (as determined by the Committee in its sole discretion, provided such determination complies with the definition of disability under Code Section 409A).

(b) Limitation for Specified Employees. If any Shares shall be issuable with respect to the RSUs as a result of the Team Member's "separation from service" at such time as the Team Member is a "specified employee" within the meaning of Code Section 409A, then no Shares shall be issued, except as permitted under Code Section 409A, prior to the first business day after the earlier of (i) the date that is six months after the Team Member's "separation from service", or (ii) the Team Member's death.

(c) Unvested RSUs. All of the RSUs subject to the Award that are unvested as of the time the vested RSUs are converted and Shares are issued under Section 10(a)(ii) shall terminate immediately and the Team Member shall have no rights hereunder with respect to those unvested RSUs.

(d) Code Section 409A. The Committee in its sole discretion may accelerate or delay the distribution of any payment under this Agreement to the extent allowed or required under Code Section 409A. Payment of amounts under this Agreement are intended to comply with the requirements of Code Section 409A and this Agreement shall in all respects be administered and construed to give effect to such intent.

11. Taxes. The Team Member acknowledges that (a) the ultimate liability for any and all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items") legally due by him or her is and remains the Team Member's responsibility and may exceed the amount actually withheld by the Company and/or a Subsidiary to which the Team Member is providing Service (the "Service Recipient") and (b) the Company and/or the Service Recipient or a former Service Recipient, as applicable, (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting and/or conversion of the RSUs and issuance of Shares; (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Team Member's liability for Tax-Related Items; (iii) may be required to withhold or account for Tax-Related Items in more than one jurisdiction if the Team Member has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event; and (iv) may refuse to deliver the Shares to the Team Member if he or she fails to comply with his or her obligations in connection with the Tax-Related Items as provided in this Section.

The Team Member authorizes and consents to the Company and/or the Service Recipient, or their respective agents, satisfying all applicable Tax-Related Items which the Company reasonably determines are legally payable by him or her by withholding from the Shares that would otherwise be delivered to the Team Member the highest number of whole

Shares that the Company determines has a value less than or equal to the aggregate applicable Tax-Related Items. In lieu thereof, the Team Member may elect at the time of conversion of the RSUs such other then-permitted method or combination of methods established by the Company and/or the Service Recipient to satisfy the Team Member's Tax-Related Items.

12. Limitations on Transfer. The Award shall not be sold, assigned, transferred, exchanged or encumbered by the Team Member other than pursuant to the terms of the Plan.

13. Recoupment Provision. In the event of intentional misconduct of the Team Member that causes the Company material financial or material reputational harm, or contributes to a restatement of the Company's consolidated financial statements, the Company may take one or more of the following actions with respect to the Award, as determined by the Human Resources & Compensation Committee of the Board in its sole discretion, and the Team Member shall be bound by such determination:

(a) cancel all or a portion of the RSUs, whether vested or unvested, including any dividend equivalents related to the Award; and

(b) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of RSUs to Shares or the sale of Shares related to the Award.

The term "restatement" shall mean the result of revising financial statements previously filed with the Securities and Exchange Commission to reflect the correction of an error. The term "intentional misconduct" shall be limited to conduct that the Human Resources & Compensation Committee or its delegate determines indicates an intentional violation of law, an intentional violation of the Company's Code of Ethics (or any successor or replacement code of conduct for employees), or an intentional violation of a significant ethics or compliance policy of the Company, but shall not include good faith errors in judgment made by the Team Member.

The Team Member agrees that the Company may setoff any amounts it is entitled to recover under this Section against any amounts owed by the Company to the Team Member under any of the Company's deferred compensation plans to the extent permitted under Code Section 409A. This Section 13 shall not apply, and no amounts may be recovered hereunder, following a Change in Control.

14. No Employment Rights. Nothing in this Agreement, the Plan or the Award Letter shall confer upon the Team Member any right to continued Service with the Company or any Subsidiary, as applicable, nor shall it interfere with or limit in any way any right of the Company or any Subsidiary, as applicable, to terminate the Team Member's Service at any time with or without Cause or change the Team Member's compensation, other benefits, job responsibilities or title provided in compliance with applicable local laws and permitted under the terms of the Team Member's service contract, if any.

(a) The Team Member's rights to vest in the RSUs or receive Shares after termination of Service shall be determined pursuant to Sections 3 through 10. Those rights and

the Team Member's date of termination of Service will not be extended by any notice period mandated under local law (e.g., active service would not include a period of "garden leave" or similar notice period pursuant to local law).

(b) This Agreement, the Plan and the Award Letter are separate from, and shall not form, any part of the contract of Service of the Team Member, or affect any of the rights and obligations arising from the Service relationship between the Team Member and the Company and/or the Service Recipient.

(c) No Service Provider has a right to participate in the Plan. All decisions with respect to future grants, if any, shall be at the sole discretion of the Company and/or the Service Recipient.

(d) The Team Member will have no claim or right of action in respect of any decision, omission or discretion which may operate to the disadvantage of the Team Member.

15. Nature of Grant. In accepting the grant, the Team Member acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement, and any such modification, amendment, suspension or termination will not constitute a constructive or wrongful dismissal;

(b) the RSUs are extraordinary items and are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or welfare or retirement benefits or similar payments;

(c) in no event should the RSUs be considered as compensation for, or relating in any way to, past services for the Company or the Service Recipient, nor are the RSUs or the underlying Shares intended to replace any pension rights or compensation;

(d) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(e) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Team Member's participation in the Plan or the RSUs;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of the Team Member's Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the grant of the RSUs to which the Team Member is otherwise not entitled, the Team Member irrevocably (i) agrees never to institute any such claim against the Company or the Service Recipient, (ii) waives the Team Member's ability, if any, to bring any such claim, and (iii) releases the Company and the Service Recipient from any such claim. If, notwithstanding the foregoing, any such claim is

allowed by a court of competent jurisdiction, then, by participating in the Plan, the Team Member shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(g) this Agreement is not a condition of the Team Member's employment or continued employment; and

(h) the Team Member is hereby advised to consult with personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the RSUs or the Plan.

16. Governing Law; Venue; Jurisdiction; Severability. To the extent that federal laws do not otherwise control, this Agreement, the Award Letter, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the Team Member, as a condition of this Agreement, consents to the personal jurisdiction of that court. If any provision of this Agreement, the Award Letter or the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, the Award Letter or the Plan, and the Agreement, the Award Letter and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

17. Currencies and Dates. Unless otherwise stated, all dollars specified in this Agreement and the Award Letter shall be in U.S. dollars and all dates specified in this Agreement shall be U.S. dates.

18. Survival. The Team Member agrees that the terms of Sections 8 and 13 shall survive the Team Member's termination of Service and any conversion of the Award into Shares.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Team Member's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Team Member to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Plan and Award Letter Incorporated by Reference; Electronic Delivery. The Plan, as hereafter amended from time to time, and the Award Letter shall be deemed to be incorporated into this Agreement and are integral parts hereof. In the event there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern. This Agreement, the Plan and the Award Letter embody the entire agreement and understanding between the Company and the Team Member pertaining to this grant of RSUs and supersede all prior agreements and understandings (oral or written)



between them relating to the subject matter hereof. The Company or a third party designated by the Company may deliver to the Team Member by electronic means any documents related to his or her participation in the Plan. The Team Member acknowledges receipt of a copy of the Plan and the Award Letter.

[End of Agreement]

8.



## Target Corporation 2020 Long-Term Incentive Plan

### PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made in Minneapolis, Minnesota as of the date of grant (the "Grant Date") set forth in the award letter (the "Award Letter") by and between the Company and the person (the "Team Member") identified in the Award Letter. This award (the "Award") of Performance-Based Restricted Stock Units ("PBRsUs"), provided to you as a Service Provider, is being issued under the Target Corporation 2020 Long-Term Incentive Plan (the "Plan"), subject to the following terms and conditions.

1. Definitions. Except as otherwise provided in this Agreement, the defined terms used in this Agreement shall have the same meaning as in the Plan. The term "Committee" shall also include those persons to whom authority has been delegated under the Plan.

2. Grant of PBRsUs.

(a) Subject to the relevant terms of the Plan and this Agreement, as of the Grant Date, the Company has granted the Team Member the number of PBRsUs set forth in the Award Letter (the "Goal Payout"). The minimum number of Shares that may be earned is equal to [XX]% of the Goal Payout (the "Minimum Payout"). The maximum number of Shares that may be earned is equal to [XX]% of the Goal Payout (the "Maximum Payout"). The number of Shares actually earned, if any, shall depend on the Company's performance during the period comprised of the Company's [XX] consecutive fiscal years beginning with [XX] (the "Performance Period").

(b) Except as set forth in Section 6, the actual number of Shares earned will be determined by the Committee pursuant to a formula established by the Committee to measure the Company's performance during the Performance Period (the "Payout Formula"). The determination of the actual number of Shares earned, which shall not be less than the Minimum Payout nor exceed the Maximum Payout, shall occur as soon as practicable after completion of the Performance Period, but in any event not later than November 30 of the calendar year in which the Performance Period ends (the date the Committee so determines, the "Determination Date"). A description of the Payout Formula and the percentage of Shares to be earned, if any, for the various levels of performance will be communicated to the Team Member. All decisions of the Committee regarding the application of the Payout Formula and the number of Shares earned shall be final and binding on the Team Member. Except as set forth in Section 6, the Award shall be cancelled and the Team Member shall have no rights hereunder if the Determination Date does not occur.

3. Vesting Schedule. The PBRsUs shall vest on the earlier of: (a) the end of the Performance Period, in which case, the number of Shares earned shall be determined by the Committee pursuant to the Payout Formula; (b) the date that the conditions for an Accelerated Vesting Event set forth in Section 4 are satisfied, in which case, the number of Shares earned shall be determined by the Committee pursuant to the Payout Formula; or (c) as specified in Sections 5 or 6. The date of vesting is referred to as the "Vesting Date". All such vested PBRsUs shall be paid out as provided in Section 11, in accordance with and subject to any restrictions set forth in this Agreement, the Plan or any Release Agreement that the Team Member may be required to enter pursuant to Sections 4, 5 or 6. "Release Agreement" means an agreement containing a release of claims, a covenant not to engage in competitive employment, and/or other provisions deemed appropriate by the Committee in its sole discretion.

4. Accelerated Vesting Events. Upon the occurrence of one of the following events (each, an "Accelerated Vesting Event"), the PBRsUs subject to this Agreement shall vest as provided below:

(a) Retirement. If the Retirement Conditions are satisfied the PBRsUs shall vest as of the date the last of the Retirement Conditions is satisfied and be settled in a number of Shares determined by the Committee pursuant to the Payout Formula. The "Retirement Conditions" are: (i) the Team Member attaining age 55 and completing at least 5 years of Service (which 5 years need not be continuous) on or prior to the Team Member's voluntary termination of Service, (ii) the Company receiving a valid unrevoked Release Agreement from the Team Member, and (iii) the Team Member must have commenced discussions with the Company's Chief Team Member Officer or most senior human resources Team Member regarding the Team Member's consideration of termination at least six months prior to the Team Member's voluntary termination of Service.

(b) Death. In the case of the Team Member's death prior to the Team Member's termination of Service, the PBRsUs shall vest as of the date of the Team Member's death and be settled in a number of Shares determined by the Committee pursuant to the Payout Formula.

(c) Disability. In the case of the Team Member's Disability prior to the Team Member's termination of Service, the PBRsUs shall vest as of the date of the Team Member's Disability and be settled in a number of Shares determined by the Committee pursuant to the Payout Formula.

5. Involuntary Service Separation. Notwithstanding any other provisions of this Agreement to the contrary and provided that the Company has received a valid unrevoked Release Agreement from the Team Member, if the Team Member's Service is involuntarily terminated by the Company or a Subsidiary to which the Team Member is providing Service (the "Service Recipient") prior to the end of the Performance Period other than for Cause and under circumstances not covered in Section 6 below (an "Involuntary Service Separation"), then the 50% of the outstanding unvested PBRsUs shall vest as of the date of the Team Member's Involuntary Service Separation and such 50% of the outstanding unvested PBRsUs shall be settled in a number of Shares equal to the amount determined by the Committee pursuant to the Payout Formula. All remaining PBRsUs shall be cancelled and the Team Member shall have no rights to such cancelled PBRsUs.

6. Change in Control. If a Change in Control occurs prior to the Determination Date and the Award is assumed or replaced pursuant to Section 11(b)(1) of the Plan, the Award will continue to be subject to the Vesting Schedule provided in Section 3, but the total number of Shares earned under the Payout Formula shall be deemed to be equal to the Goal Payout. Notwithstanding the foregoing, if within two years after a Change in Control and prior to the end of the Performance Period, the Team Member's Service terminates voluntarily by the Team Member for Good Reason or involuntarily without Cause, and provided that the Company has received a valid unrevoked Release Agreement from the Team Member, then the PBRsUs shall vest as of the date of the Team Member's termination of Service and be settled in a number of Shares equal to the Goal Payout.

7. Cause. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member's Service was terminated in whole or in part for Cause, all of the PBRsUs subject to the Award shall terminate immediately and the Team Member shall have no rights hereunder.

8. Other Termination; Changes of Service. If the Team Member's termination of Service occurs at any time prior to the end of the Performance Period for any reason not meeting the conditions specified in Sections 4 through 7, all of the PBRsUs subject to the Award shall terminate effective as of the date of termination of Service and the Team Member shall have no rights hereunder. Service shall not be deemed terminated in the case of (a) any approved leave of absence, or (b) transfers among the Company and any Subsidiaries in the same Service Provider capacity; however, a termination of Service shall occur if (i) the relationship the Team Member had with the Company or a Subsidiary at the Grant Date terminates, even if the Team Member continues in another Service Provider capacity with the Company or a Subsidiary, or (ii) the Team Member experiences a "separation from service" within the meaning of Code Section 409A.

9. Restrictive Covenant. By accepting the Award, the Team Member specifically agrees to the restrictive covenant contained in this Section 9 (the "Restrictive Covenant") and the Team Member agrees that the Restrictive Covenant and the remedies described herein are reasonable and necessary to protect the legitimate interests of the Company.

(a) Non-Solicitation. The Team Member agrees that for the period beginning on the Grant Date and ending on the date that is one year following the Team Member's termination of Service, the Team Member will not recruit for employment directly or indirectly, any employee of the Company with whom the Team Member worked, or about whom the Team Member possesses any Company personnel information.

(b) Remedies. The Team Member agrees that immediate irreparable damage will result to Company if the Team Member breaches the Restrictive Covenant set forth in this Agreement. Therefore, in the event the Team Member breaches this Agreement, whether directly or indirectly, the Team Member consents to specific enforcement of this Agreement through an injunction or restraining order. Injunctive relief shall be awarded in addition to any other remedies or damages available at law or in equity. The Team Member specifically agrees that the Company is entitled to the attorneys' fees and expenses the Company incurs to enforce this Agreement, and that the Team Member is responsible for paying the Company's costs and attorneys' fees incurred as a result of enforcing any provisions of this Agreement.

(c) Recovery. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member has breached the Restrictive Covenant, the Company may take one or more of the following actions with respect to the Award:

(i) immediately terminate all of the PBRsUs subject to the Award that have not previously been converted to Shares, and the Team Member shall have no rights hereunder; and

(ii) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of PBRsUs to Shares or the sale of Shares related to the Award.

10. Dividend Equivalents. The Team Member shall have the right to receive additional PBRsUs with a value equal to the regular cash dividend paid on one Share for each PBRsU earned pursuant to this Agreement prior to the conversion of PBRsUs and issuance of Shares pursuant to Section 11. The dividend equivalents will be based on the actual number of PBRsUs earned pursuant to this Agreement. The number of additional PBRsUs to be received as dividend equivalents for each PBRsU held shall be determined by dividing the cash dividend per share by the Fair Market Value of one Share on the dividend payment date; provided, however, that for purposes of avoiding the issuance of fractional PBRsUs, on each dividend payment date the additional PBRsUs issued as dividend equivalents shall be rounded up to the nearest whole number. All such additional PBRsUs received as dividend equivalents shall be subject to forfeiture in the same manner and to the same extent as the original PBRsUs granted hereby, and shall be converted into Shares on the basis and at the time set forth in Section 11 hereof.

11. Conversion of PBRsUs and Issuance of Shares.

(a) Timing. Vested PBRsUs shall be converted to Shares in accordance with the Payout Formula and shall be issued within 90 days following the Determination Date, but in any event not later than December 31 of the calendar year in which the Performance Period ends. Notwithstanding the foregoing, PBRsUs meeting the conditions specified in Section 6 involving termination of the Team Member's Service voluntarily for Good Reason or involuntarily without Cause, shall be converted to Shares that shall be issued within 90 days following such termination.

(b) Unvested PBRsUs. All of the PBRsUs subject to the Award that are unvested as of the time the vested PBRsUs are converted and Shares are issued under this Section 11 shall terminate immediately and the Team Member shall have no rights hereunder with respect to those unvested PBRsUs.

(c) Code Section 409A. The Committee in its sole discretion may accelerate or delay the distribution of any payment under this Agreement to the extent allowed or required under Code Section 409A. Payment of amounts under this Agreement are intended to comply with the requirements of Code Section 409A and this Agreement shall in all respects be administered and construed to give effect to such intent.

12. Taxes. The Team Member acknowledges that (a) the ultimate liability for any and all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items") legally due by him or her is and remains the Team Member's responsibility and may exceed the amount actually withheld by the Company and/or the Service Recipient and (b) the Company and/or the Service Recipient or a former Service Recipient, as applicable, (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PBRsUs, including, but not limited to, the grant, vesting and/or conversion of the PBRsUs and issuance of Shares; (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the PBRsUs to reduce or eliminate the Team Member's liability for Tax-Related Items; (iii) may be required to withhold or account for Tax-Related Items in more than one jurisdiction if the Team Member has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event; and (iv) may refuse to deliver the Shares to the Team Member if he or she fails to comply with his or her obligations in connection with the Tax-Related Items as provided in this Section.

The Team Member authorizes and consents to the Company and/or the Service Recipient, or their respective agents, satisfying all applicable Tax-Related Items which the Company reasonably determines are legally payable by him or her by withholding from the Shares that would otherwise be delivered to the Team Member the highest number of whole Shares that the Company determines has a value less than or equal to the aggregate applicable Tax-Related Items. In lieu thereof, the Team Member may elect at the time of conversion of the PBRsUs such other then-permitted method or combination of methods established by the Company and/or the Service Recipient to satisfy the Team Member's Tax-Related Items.

13. Limitations on Transfer. The Award shall not be sold, assigned, transferred, exchanged or encumbered by the Team Member other than pursuant to the terms of the Plan.

14. Recoupment Provision. In the event of intentional misconduct of the Team Member that causes the Company material financial or material reputational harm, or contributes to a restatement of the Company's consolidated financial statements, the Company may take one or more of the following actions with respect to the Award, as determined by the Human Resources & Compensation Committee of the Board in its sole discretion, and the Team Member shall be bound by such determination:

(a) cancel all or a portion of the PBRsUs, whether vested or unvested, including any dividend equivalents related to the Award; and

(b) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of PBRsUs to Shares or the sale of Shares related to the Award.

The term "restatement" shall mean the result of revising financial statements previously filed with the Securities and Exchange Commission to reflect the correction of an error. The term "intentional misconduct" shall be limited to conduct that the Human Resources & Compensation Committee or its delegate determines indicates an intentional violation of law, an intentional

violation of the Company's Code of Ethics (or any successor or replacement code of conduct for employees), or an intentional violation of a significant ethics or compliance policy of the Company, but shall not include good faith errors in judgment made by the Team Member.

The Team Member agrees that the Company may setoff any amounts it is entitled to recover under this Section against any amounts owed by the Company to the Team Member under any of the Company's deferred compensation plans to the extent permitted under Code Section 409A. This Section 14 shall not apply, and no amounts may be recovered hereunder, following a Change in Control.

15. No Employment Rights. Nothing in this Agreement, the Plan or the Award Letter shall confer upon the Team Member any right to continued Service with the Company or any Subsidiary, as applicable, nor shall it interfere with or limit in any way any right of the Company or any Subsidiary, as applicable, to terminate the Team Member's Service at any time with or without Cause or change the Team Member's compensation, other benefits, job responsibilities or title provided in compliance with applicable local laws and permitted under the terms of the Team Member's Service contract, if any.

(a) The Team Member's rights to vest in the PBRsUs or receive Shares after termination of Service shall be determined pursuant to Sections 3 through 11. Those rights and the Team Member's date of termination of Service will not be extended by any notice period mandated under local law (e.g., active service would not include a period of "garden leave" or similar notice period pursuant to local law).

(b) This Agreement, the Plan and the Award Letter are separate from, and shall not form, any part of the contract of Service of the Team Member, or affect any of the rights and obligations arising from the Service relationship between the Team Member and the Company and/or the Service Recipient.

(c) No Service Provider has a right to participate in the Plan. All decisions with respect to future grants, if any, shall be at the sole discretion of the Company and/or the Service Recipient.

(d) The Team Member will have no claim or right of action in respect of any decision, omission or discretion which may operate to the disadvantage of the Team Member.

16. Nature of Grant. In accepting the grant, the Team Member acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement, and any such modification, amendment, suspension or termination will not constitute a constructive or wrongful dismissal;

(b) the PBRsUs are extraordinary items and are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or welfare or retirement benefits or similar payments;

(c) in no event should the PBRsUs be considered as compensation for, or relating in any way to, past services for the Company or the Service Recipient, nor are the PBRsUs or the underlying Shares intended to replace any pension rights or compensation;

(d) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(e) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Team Member's participation in the Plan or the PBRsUs;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the PBRsUs resulting from termination of the Team Member's Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the grant of the PBRsUs to which the Team Member is otherwise not entitled, the Team Member irrevocably (i) agrees never to institute any such claim against the Company or the Service Recipient, (ii) waives the Team Member's ability, if any, to bring any such claim, and (iii) releases the Company and the Service Recipient from any such claim. If, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Team Member shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(g) this Agreement is not a condition of the Team Member's employment or continued employment;  
and

(h) the Team Member is hereby advised to consult with personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the PBRsUs or the Plan.

17. Governing Law; Venue; Jurisdiction; Severability. To the extent that federal laws do not otherwise control, this Agreement, the Award Letter, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the Team Member, as a condition of this Agreement, consents to the personal jurisdiction of that court. If any provision of this Agreement, the Award Letter or the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, the Award Letter or the Plan, and the Agreement, the Award Letter and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

18. Currencies and Dates. Unless otherwise stated, all dollars specified in this Agreement and the Award Letter shall be in U.S. dollars and all dates specified in this Agreement shall be U.S. dates.



19. Survival. The Team Member agrees that the terms of Sections 9 and 14 shall survive the Team Member's termination of Service, the end of the Performance Period, and any conversion of the Award into Shares.

20. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Team Member's participation in the Plan, on the PBRsUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Team Member to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Plan and Award Letter Incorporated by Reference; Electronic Delivery. The Plan, as hereafter amended from time to time, and the Award Letter shall be deemed to be incorporated into this Agreement and are integral parts hereof. In the event there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern. This Agreement, the Plan and the Award Letter embody the entire agreement and understanding between the Company and the Team Member pertaining to this grant of PBRsUs and supersede all prior agreements and understandings (oral or written) between them relating to the subject matter hereof. The Company or a third party designated by the Company may deliver to the Team Member by electronic means any documents related to his or her participation in the Plan. The Team Member acknowledges receipt of a copy of the Plan and the Award Letter.

[End of Agreement]

## Target Corporation 2020 Long-Term Incentive Plan

## PERFORMANCE SHARE UNIT AGREEMENT

THIS PERFORMANCE SHARE UNIT AGREEMENT (the "Agreement") is made in Minneapolis, Minnesota as of the date of grant (the "Grant Date") set forth in the award letter (the "Award Letter") by and between the Company and the person (the "Team Member") identified in the Award Letter. This award (the "Award") of Performance Share Units ("PSUs"), provided to you as a Service Provider, is being issued under the Target Corporation 2020 Long-Term Incentive Plan (the "Plan"), subject to the following terms and conditions.

1. Definitions. Except as otherwise provided in this Agreement, the defined terms used in this Agreement shall have the same meaning as in the Plan. The term "Committee" shall also include those persons to whom authority has been delegated under the Plan.

2. Grant of PSUs. Subject to the relevant terms of the Plan and this Agreement, as of the Grant Date, the Company has granted the Team Member the number of PSUs set forth in the Award Letter (the "Goal Payout"). The maximum number of Shares that may be earned is equal to [XX]% of the Goal Payout (the "Maximum Payout"). The number of Shares actually earned, if any, shall depend on the Company's performance during [XX] consecutive fiscal years beginning with [XX] (the "Performance Period").

3. Payout Formula. Except as set forth in Section 5, the actual number of Shares earned will be determined by the Committee pursuant to a formula established by the Committee to measure the Company's performance during the Performance Period (the "Payout Formula"). The determination of the actual number of Shares earned, which shall not exceed the Maximum Payout, shall occur as soon as practicable after completion of the Performance Period, but in any event not later than November 30 of the calendar year in which the Performance Period ends (the date the Committee so determines, the "Determination Date"). A description of the Payout Formula and the percentage of Shares to be earned, if any, for the various levels of performance will be communicated to the Team Member. All decisions of the Committee regarding the application of the Payout Formula and the number of Shares earned shall be final and binding on the Team Member. Except as set forth in Section 5, the Award shall be cancelled and the Team Member shall have no rights hereunder if any of the following occur: (a) the Determination Date does not occur, or (b) the Committee determines on the Determination Date that no Shares have been earned.

4. Continuous Service Requirement. In order to earn any Shares, the Team Member must be continuously providing Service from the Grant Date to the end of the Performance Period, except as described in this Section and Section 5. Even if the Team Member is not continuously providing Service through the end of the Performance Period, upon the occurrence of one of the

events specified in Sections 4(a) through 4(d), the Shares that are earned during the Performance Period, if any, shall vest and be paid out as provided in Section 10, in accordance with and subject to any restrictions set forth in this Agreement, the Plan or any Release Agreement that the Team Member may be required to enter pursuant to this Section or Section 5. "Release Agreement" means an agreement containing a release of claims, a covenant not to engage in competitive employment, and/or other provisions deemed appropriate by the Committee in its sole discretion.

(a) Early Retirement Date. The Team Member's Service terminates on or after the Team Member's Early Retirement Date and the Company receives a valid unrevoked Release Agreement from the Team Member. "Early Retirement Date" is the date that is (i) on or prior to the Team Member's termination of Service, (ii) at or after attaining age 45 and prior to attaining age 55 and completing at least 15 years of Service (which 15 years need not be continuous), (iii) if the Team Member's termination of Service is voluntary, at least six months after the Team Member commenced discussions with the Company's Chief Executive Officer or most senior human resources executive regarding the Team Member's consideration of termination, and (iv) the following additional requirements are satisfied, to the extent applicable: (A) if the Team Member's Early Retirement Date occurs prior to the Team Member's attainment of age 48, the Team Member was providing Service from the Grant Date through [XX], (B) if the Team Member's Early Retirement Date occurs prior to the Team Member's attainment of age 52 and on or after attainment of age 48, the Team Member was providing Service from the Grant Date through [XX], and (C) if the Team Member's Early Retirement Date occurs prior to the Team Member's attainment of age 55 and on or after attainment of age 52, the Team Member was providing Service from the Grant Date through [XX].

(b) Normal Retirement Date. The Team Member's Service terminates on or after the Team Member's Normal Retirement Date and the Company receives a valid unrevoked Release Agreement from the Team Member. "Normal Retirement Date" is the date that is (i) on or prior to the Team Member's termination of Service, (ii) at or after attaining age 55 and completing at least 5 years of Service (which 5 years need not be continuous), and (iii) if the Team Member's termination of Service is voluntary, at least six months after the Team Member commenced discussions with the Company's Chief Executive Officer or most senior human resources executive regarding the Team Member's consideration of termination.

(c) Death. In the event of the Team Member's death prior to the Team Member's termination of Service, the Team Member shall be fully vested in all Shares earned under the Payout Formula.

(d) Disability. In the event of the Team Member's Disability (as determined by the Committee in its sole discretion, provided such determination complies with the definition of disability under Code Section 409A) prior to the Team Member's termination of Service, the Team Member shall be fully vested in all Shares earned under the Payout Formula.

5. Change in Control. If a Change in Control occurs prior to the Determination Date and the Award is assumed or replaced pursuant to Section 11(b)(1) of the Plan, the Award will continue to be subject to the Continuous Service Requirement provided in Section 4, but the total number of Shares earned under the Payout Formula shall be deemed to be equal to the Goal

Payout. Notwithstanding the foregoing if within two years after a Change in Control and prior to the end of the Performance Period the Team Member's Service terminates voluntarily by the Team Member for Good Reason or involuntarily without Cause, provided that the Company has received a valid unrevoked Release Agreement from the Team Member, the total number of Shares earned under the Payout Formula shall be deemed to be equal to the Goal Payout.

6. Cause. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member's Service was terminated in whole or in part for Cause, all of the PSUs subject to the Award shall terminate immediately and the Team Member shall have no rights hereunder.

7. Other Termination; Changes of Service. If the Team Member's termination of Service occurs at any time prior to the end of the Performance Period for any reason not meeting the conditions specified in Sections 4 or 5, all of the PSUs subject to the Award shall terminate effective as of the date of termination of Service and the Team Member shall have no rights hereunder. Service shall not be deemed terminated in the case of (a) any approved leave of absence, or (b) transfers among the Company and any Subsidiaries in the same Service Provider capacity; however, a termination of Service shall occur if (i) the relationship the Team Member had with the Company or a Subsidiary at the Grant Date terminates, even if the Team Member continues in another Service Provider capacity with the Company or a Subsidiary, or (ii) the Team Member experiences a "separation from service" within the meaning of Code Section 409A.

8. Restrictive Covenant. By accepting the Award, the Team Member specifically agrees to the restrictive covenant contained in this Section 8 (the "Restrictive Covenant") and the Team Member agrees that the Restrictive Covenant and the remedies described herein are reasonable and necessary to protect the legitimate interests of the Company.

(a) Non-Solicitation. The Team Member agrees that for the period beginning on the Grant Date and ending on the date that is one year following the Team Member's termination of Service, the Team Member will not recruit for employment directly or indirectly, any employee of the Company with whom the Team Member worked, or about whom the Team Member possesses any Company personnel information.

(b) Remedies. The Team Member agrees that immediate irreparable damage will result to Company if the Team Member breaches the Restrictive Covenant set forth in this Agreement. Therefore, in the event the Team Member breaches this Agreement, whether directly or indirectly, the Team Member consents to specific enforcement of this Agreement through an injunction or restraining order. Injunctive relief shall be awarded in addition to any other remedies or damages available at law or in equity. The Team Member specifically agrees that the Company is entitled to the attorneys' fees and expenses the Company incurs to enforce this Agreement, and that the Team Member is responsible for paying the Company's costs and attorneys' fees incurred as a result of enforcing any provisions of this Agreement.

(c) Recovery. Notwithstanding any other provisions of this Agreement to the contrary, if the Committee concludes, in its sole discretion, that the Team Member has breached

the Restrictive Covenant, the Company may take one or more of the following actions with respect to the Award:

(i) immediately terminate all of the PSUs subject to the Award that have not previously been converted to Shares, and the Team Member shall have no rights hereunder; and

(ii) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of PSUs to Shares or the sale of Shares related to the Award.

9. Dividend Equivalents. The Team Member shall have the right to receive additional PSUs with a value equal to the regular cash dividend paid on one Share for each PSU earned pursuant to this Agreement prior to the conversion of PSUs and issuance of Shares pursuant to Section 10. The dividend equivalents will be based on the actual number of PSUs earned pursuant to this Agreement. The number of additional PSUs to be received as dividend equivalents for each PSU held shall be determined by dividing the cash dividend per share by the Fair Market Value of one Share on the dividend payment date; provided, however, that for purposes of avoiding the issuance of fractional PSUs, on each dividend payment date the additional PSUs issued as dividend equivalents shall be rounded up to the nearest whole number. All such additional PSUs received as dividend equivalents shall be subject to forfeiture in the same manner and to the same extent as the original PSUs granted hereby, and shall be converted into Shares on the basis and at the time set forth in Section 10 hereof.

10. Time of Payout. Vested PSUs shall be converted to Shares in accordance with the Payout Formula and shall be issued as soon as practicable following the end of the Performance Period and after the Committee has determined on the Determination Date that they have been earned, but not later than 90 days following the Determination Date. Notwithstanding the foregoing, PSUs meeting the conditions specified in Section 5 involving termination of the Team Member's Service voluntarily for Good Reason or involuntarily without Cause, shall be converted to Shares that shall be issued within 90 days following such termination. The Committee in its sole discretion may accelerate or delay the distribution of any payment under this Agreement to the extent allowed or required under Code Section 409A. Payment of amounts under this Agreement are intended to comply with the requirements of Code Section 409A and this Agreement shall in all respects be administered and construed to give effect to such intent.

11. Taxes. The Team Member acknowledges that (a) the ultimate liability for any and all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items") legally due by him or her is and remains the Team Member's responsibility and may exceed the amount actually withheld by the Company and/or a Subsidiary to which the Team Member is providing Service (the "Service Recipient") and (b) the Company and/or the Service Recipient or a former Service Recipient, as applicable, (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including, but not limited to, the grant, vesting and/or conversion of the PSUs and issuance of Shares; (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate the Team Member's liability for Tax-Related Items; (iii) may be required to withhold or account for Tax-

Related Items in more than one jurisdiction if the Team Member has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event; and (iv) may refuse to deliver the Shares to the Team Member if he or she fails to comply with his or her obligations in connection with the Tax-Related Items as provided in this Section.

The Team Member authorizes and consents to the Company and/or the Service Recipient, or their respective agents, satisfying all applicable Tax-Related Items which the Company reasonably determines are legally payable by him or her by withholding from the Shares that would otherwise be delivered to the Team Member the highest number of whole Shares that the Company determines has a value less than or equal to the aggregate applicable Tax-Related Items. In lieu thereof, the Team Member may elect at the time of conversion of the PSUs such other then-permitted method or combination of methods established by the Company and/or the Service Recipient to satisfy the Team Member's Tax-Related Items.

12. Limitations on Transfer. The Award shall not be sold, assigned, transferred, exchanged or encumbered by the Team Member other than pursuant to the terms of the Plan.

13. Recoupment Provision. In the event of intentional misconduct of the Team Member that causes the Company material financial or material reputational harm, or contributes to a restatement of the Company's consolidated financial statements, the Company may take one or more of the following actions with respect to the Award, as determined by the Human Resources & Compensation Committee of the Board in its sole discretion, and the Team Member shall be bound by such determination:

(a) cancel all or a portion of the PSUs, whether earned or unearned, including any dividend equivalents related to the Award; and

(b) require repayment of all or any portion of the amounts realized or received by the Team Member resulting from the conversion of PSUs to Shares or the sale of Shares related to the Award.

The term "restatement" shall mean the result of revising financial statements previously filed with the Securities and Exchange Commission to reflect the correction of an error. The term "intentional misconduct" shall be limited to conduct that the Human Resources & Compensation Committee or its delegate determines indicates an intentional violation of law, an intentional violation of the Company's Code of Ethics (or any successor or replacement code of conduct for employees), or an intentional violation of a significant ethics or compliance policy of the Company, but shall not include good faith errors in judgment made by the Team Member.

The Team Member agrees that the Company may setoff any amounts it is entitled to recover under this Section against any amounts owed by the Company to the Team Member under any of the Company's deferred compensation plans to the extent permitted under Code Section 409A. This Section 13 shall not apply, and no amounts may be recovered hereunder, following a Change in Control.

14. No Employment Rights. Nothing in this Agreement, the Plan or the Award Letter shall confer upon the Team Member any right to continued Service with the Company or any Subsidiary, as applicable, nor shall it interfere with or limit in any way any right of the Company or any Subsidiary, as applicable, to terminate the Team Member's Service at any time with or without Cause or change the Team Member's compensation, other benefits, job responsibilities or title provided in compliance with applicable local laws and permitted under the terms of the Team Member's Service contract, if any.

(a) The Team Member's rights to vest in the PSUs or receive Shares after termination of Service shall be determined pursuant to Sections 3 through 10. Those rights and the Team Member's date of termination of Service will not be extended by any notice period mandated under local law (e.g., active service would not include a period of "garden leave" or similar notice period pursuant to local law).

(b) This Agreement, the Plan and the Award Letter are separate from, and shall not form, any part of the contract of Service of the Team Member, or affect any of the rights and obligations arising from the Service relationship between the Team Member and the Company and/or the Service Recipient.

(c) No Service Provider has a right to participate in the Plan. All decisions with respect to future grants, if any, shall be at the sole discretion of the Company and/or the Service Recipient.

(d) The Team Member will have no claim or right of action in respect of any decision, omission or discretion which may operate to the disadvantage of the Team Member.

15. Nature of Grant. In accepting the grant, the Team Member acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement, and any such modification, amendment, suspension or termination will not constitute a constructive or wrongful dismissal;

(b) the PSUs are extraordinary items and are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or welfare or retirement benefits or similar payments;

(c) in no event should the PSUs be considered as compensation for, or relating in any way to, past services for the Company or the Service Recipient, nor are the PSUs or the underlying Shares intended to replace any pension rights or compensation;

(d) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(e) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Team Member's participation in the Plan or the PSUs;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from termination of the Team Member's Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the grant of the PSUs to which the Team Member is otherwise not entitled, the Team Member irrevocably (i) agrees never to institute any such claim against the Company or the Service Recipient, (ii) waives the Team Member's ability, if any, to bring any such claim, and (iii) releases the Company and the Service Recipient from any such claim. If, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Team Member shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(g) this Agreement is not a condition of the Team Member's employment or continued employment; and

(h) the Team Member is hereby advised to consult with personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the PSUs or the Plan.

16. Governing Law; Venue; Jurisdiction; Severability. To the extent that federal laws do not otherwise control, this Agreement, the Award Letter, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the Team Member, as a condition of this Agreement, consents to the personal jurisdiction of that court. If any provision of this Agreement, the Award Letter or the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, the Award Letter or the Plan, and the Agreement, the Award Letter and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

17. Currencies and Dates. Unless otherwise stated, all dollars specified in this Agreement and the Award Letter shall be in U.S. dollars and all dates specified in this Agreement shall be U.S. dates.

18. Survival. The Team Member agrees that the terms of Sections 8 and 13 shall survive the Team Member's termination of Service, the end of the Performance Period, and any conversion of the Award into Shares.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Team Member's participation in the Plan, on the PSUs and on any Shares



acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Team Member to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Plan and Award Letter Incorporated by Reference; Electronic Delivery. The Plan, as hereafter amended from time to time, and the Award Letter shall be deemed to be incorporated into this Agreement and are integral parts hereof. In the event there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern. This Agreement, the Plan and the Award Letter embody the entire agreement and understanding between the Company and the Team Member pertaining to this grant of PSUs and supersede all prior agreements and understandings (oral or written) between them relating to the subject matter hereof. The Company or a third party designated by the Company may deliver to the Team Member by electronic means any documents related to his or her participation in the Plan. The Team Member acknowledges receipt of a copy of the Plan and the Award Letter.

[End of Agreement]

**Target Corporation  
(A Minnesota Corporation)**

**List of Significant Subsidiaries  
(As of January 30, 2021)**

Target Brands, Inc. (MN)  
Target Enterprise, Inc. (MN)  
Target General Merchandise, Inc. (MN)

Subsidiaries not included in the list are omitted because, considered in the aggregate as a single subsidiary, they do not constitute a significant subsidiary.

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- Form S-3ASR No. 333-224749;
- Form S-8 No. 333-30311 pertaining to the Dayton Hudson Corporation Executive Deferred Compensation Plan, the Dayton Hudson Corporation Highly Compensated Capital Accumulation Plan, the Dayton Hudson Corporation SMG Executive Deferred Compensation Plan, and the Dayton Hudson Corporation Director Deferred Compensation Plan;
- Form S-8 No. 333-86373 pertaining to the Dayton Hudson Corporation Long-Term Incentive Plan of 1999;
- Form S-8 Nos. 333-112260 and 333-75782 pertaining to the Dayton Hudson Corporation Highly Compensated Capital Accumulation Plan, Target Corporation Director Deferred Compensation Plan, Target Corporation Executive Deferred Compensation Plan, and the Target Corporation SMG Executive Deferred Compensation Plan;
- Form S-8 No. 333-116096 pertaining to the Target Corporation Long-Term Incentive Plan;
- Form S-8 No. 333-131082 pertaining to the Target Corporation Director Deferred Compensation Plan, Target Corporation Executive Deferred Compensation Plan, and the Target Corporation SMG Executive Deferred Compensation Plan;
- Form S-8 No. 333-174921 pertaining to the Target Corporation 2011 Long-Term Incentive Plan;
- Form S-8 No. 333-205027 pertaining to the Amended and Restated Target Corporation 2011 Long-Term Incentive Plan;
- Form S-8 No. 333-239155 pertaining to the Target Corporation DDCP (2013 Plan Statement), Target Corporation EDCP (2017 Plan Statement), and Target Corporation Officer EDCP (2017 Plan Statement); and
- Form S-8 No. 333-239154 pertaining to the Target Corporation 2020 Long-Term Incentive Plan;

of our reports dated March 10, 2021, with respect to the consolidated financial statements of Target Corporation and the effectiveness of internal control over financial reporting of Target Corporation included in this Annual Report (Form 10-K) of Target Corporation for the year ended January 30, 2021.

/s/ Ernst & Young, LLP

Minneapolis, Minnesota  
March 10, 2021

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 18th day of January, 2021.

/s/ Douglas M. Baker, Jr.  
Douglas M. Baker, Jr

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 25th day of January, 2021.

/s/ George S. Barrett  
George S. Barrett

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 19th day of January, 2021.

/s/ Brian C. Cornell  
Brian C. Cornell

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN and MINETTE M. LOULA, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 13th day of January, 2020.

/s/ Calvin Darden  
Calvin Darden



**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 9th day of February, 2021.

/s/ Robert L. Edwards  
Robert L. Edwards

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 20th day of January, 2021.

/s/ Melanie L. Healey  
Melanie L. Healey

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 19th day of January, 2021.

/s/ Donald R. Knauss  
Donald R. Knauss

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN and MINETTE M. LOULA and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 21st day of December, 2020.

/s/ Christine A. Leahy  
Christine A. Leahy

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 21st day of January, 2021.

/s/ Monica C. Lozano  
Monica C. Lozano

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 19th day of January, 2021.

/s/ Mary E. Minnick  
Mary E. Minnick

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 18th day of January, 2021.

/s/ Derica W. Rice  
Derica W. Rice

**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 25th day of January, 2021.

/s/ Kenneth L. Salazar  
Kenneth L. Salazar



**TARGET CORPORATION**

Power of Attorney  
of Director and/or Officer

The undersigned director and/or officer of TARGET CORPORATION, a Minnesota corporation (the "Corporation"), does hereby make, constitute and appoint BRIAN C. CORNELL, MICHAEL J. FIDDELKE, DON H. LIU, DAVID L. DONLIN, ANDREW J. NEUHARTH, JAYNA M. PAQUIN, MINETTE M. LOULA and MARY B. STANLEY, and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign and affix the undersigned's name as director and/or officer of the Corporation to (1) a Form 10-K, Annual Report, or other applicable form, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), including any and all exhibits, schedules, supplements, certifications and supporting documents thereto, including, but not limited to, the Form 11-K Annual Reports of the Corporation's 401(k) Plan and similar plans pursuant to the 1934 Act, and all amendments, supplementations and corrections thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC"), as required in connection with its registration under the 1934 Act; (2) one or more Forms 3, 4, or 5 pursuant to the 1934 Act, or Forms 144 pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and all related documents, amendments, supplementations and corrections thereto; and (3) one or more Registration Statements, on Form S-3, Form S-8, or other applicable forms, and all amendments, including post-effective amendments thereto, to be filed by the Corporation with the SEC in connection with the registration under the 1933 Act, as amended, of debt, equity and other securities of the Corporation, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

The undersigned also grants to said attorneys-in-fact, and each of them, full power and authority to do and perform any and all acts necessary or incidental to the performance and execution of the powers herein expressly granted. This Power of Attorney shall remain in effect until revoked in writing by the undersigned.

The undersigned has executed this Power of Attorney as of this 27th day of January, 2021.

/s/ Dmitri L. Stockton  
Dmitri L. Stockton

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

Certifications

I, Brian C. Cornell, certify that:

1. I have reviewed this Annual Report on Form 10-K of Target Corporation;
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 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 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: March 10, 2021

/s/ Brian C. Cornell

Brian C. Cornell

Chairman and Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

Certifications

I, Michael J. Fiddelke, certify that:

1. I have reviewed this Annual Report on Form 10-K of Target Corporation;
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 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 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: March 10, 2021

/s/ Michael J. Fiddelke

Michael J. Fiddelke

Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
AS ADOPTED PURSUANT TO 18 U.S.C. SECTION 1350  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Target Corporation, a Minnesota corporation ("the Company"), for the year ended January 30, 2021, as filed with the Securities and Exchange Commission on the date hereof ("the Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the officer's knowledge:

1. the Report 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 Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: March 10, 2021

/s/ Brian C. Cornell

Brian C. Cornell

Chairman and Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
AS ADOPTED PURSUANT TO 18 U.S.C. SECTION 1350  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Target Corporation, a Minnesota corporation ("the Company"), for the year ended January 30, 2021, as filed with the Securities and Exchange Commission on the date hereof ("the Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the officer's knowledge:

1. the Report 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 Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: March 10, 2021

/s/ Michael J. Fiddelke

Michael J. Fiddelke

Executive Vice President and Chief Financial Officer