

Letter Agreement. This release of claims includes any claims, whether they are presently known or unknown, or anticipated or unanticipated by you, and includes, but is not limited to, all matters in law, in equity, in contract, or in tort, or pursuant to statute, including damages, attorneys' fees, costs, and expenses, and, without limiting the generality of the foregoing, all claims arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Equal Pay Act, the Employee Retirement Income Security Act (with respect to unvested benefits), the Civil Rights Act of 1991, the Wisconsin Fair Employment Act, the Wisconsin Wage Claim and Payment Law, the Wisconsin Cessation of Health Care Benefits Law, the Wisconsin Family and Medical Leave Law, the Wisconsin Personnel Records Statute, the Wisconsin Employment Peace Act, all as amended, or any other federal, state or local law, statute or ordinance affecting your employment with or transition from employment with Company.

However, this release of claims does not apply to any claims that may arise after the date you execute this Letter Agreement, nor does this release of claims apply to or affect any claim that controlling law clearly states may not be released, including by settlement. This general release does not apply to any vested rights that you may have in Company's 401(k) plan. Likewise, this release shall not prevent, restrict or in any way limit your right to file a charge or complaint with a government agency (including, without limitation, the Equal Employment Opportunity Commission or the Securities and Exchange Commission) or participate in an investigation or proceeding initiated or conducted by a government agency; provided, however, this release of claims does prevent you from making any personal recovery against Company or the Released Parties, including the recovery of money damages, as a result of filing a charge or complaint with a government agency against Company and/or any of the Released Parties.

(2) In exchange for the benefits provided to you under this Letter Agreement at the completion of and following the Transition Period, which you acknowledge are greater in their totality than those which you would receive absent this Letter Agreement, you agree to sign and return the Complete and Permanent Release ("Release") which is attached hereto as **Exhibit A**; provided, however, that you may not sign the Release until after the last day of the Transition Period, and the signed Release must be delivered to Company on or before the twenty-one (21st) day following the last day of the Transition Period. You acknowledge and agree that upon your failure to sign and return the Release to Company in a timely manner or your revocation of the Release as specified in **Exhibit A**, Company's obligation to furnish the benefits provided to you under this Letter Agreement at the completion of and following the Transition Period, will automatically be terminated.

6. Confidentiality. You acknowledge and agree that, as an integral part of its business, Company has expended a great deal of time, money and effort to develop and maintain confidential, proprietary and trade secret information to compete against similar businesses and that this information, if misused or disclosed, would be harmful to Company's business and competitive position in the marketplace. You further acknowledge and agree that in your position with Company, Company provided and continues to provide you with access to its confidential, proprietary and trade secret information, strategies and other confidential business information that would be of considerable value to competitive businesses. As a result, you acknowledge and agree that the following restrictions contained in this Paragraph 6 are reasonable, appropriate and necessary for the protection of Company's confidential, proprietary and trade secret information. For purposes of this Paragraph 6, the term "Company" means Kohl's Department Stores, Inc. and its parent companies, subsidiaries and other affiliates.

(1) From the date you sign this Letter Agreement and thereafter, you will not directly or indirectly use or disclose any Trade Secrets. The term "Trade Secret" shall have that meaning set forth under applicable law. This term is deemed by the Company to specifically include all of Company's computer source, object or other code and confidential information received from a third party with whom the Company has a binding agreement restricting disclosure of such confidential information. Nothing in this Letter Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide Company with greater rights or protections for a longer duration than provided in this Letter Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other