

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 1934s



For the fiscal year ended

February 3

',
2024

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 1-11084

KOHL'S
KOHL'S CORP ORATION

(Exact name of registrant as specified in its charter)

Wisconsin

(State or other jurisdiction of incorporation or organization)

39-1630919

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

N56 W17000 Ridgewood Drive

.

Menomonee Falls

.

Wisconsin

(Address of principal executive offices)

53051

(Zip Code)

Registrant's telephone number, including area code (262) 703-7000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.01 par value	KSS	New York Stock Exchange

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

None

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulations 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 whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer,"

"accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

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. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At July 28, 2023, the aggregate market value of the voting stock of the Registrant held by shareholders who were not affiliates of the Registrant was approximately \$

3.1
billion (based upon the closing price of Registrant's Common Stock on the New York Stock Exchange on such date).

At March 20, 2024, the Registrant had outstanding an aggregate of

110,906,777
shares of its Common Stock.

Documents Incorporated by Reference:

Portions of the Definitive Proxy Statement for the Registrant's 2024 Annual Meeting of Shareholders are incorporated into Part III.

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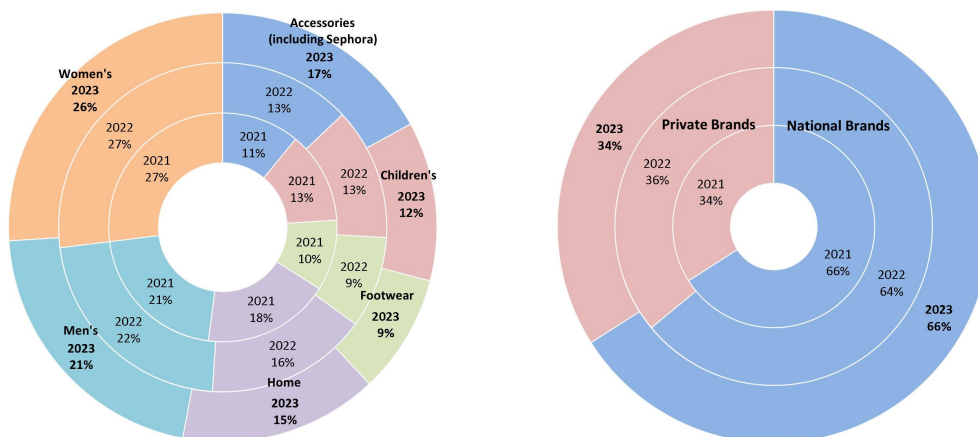
PART I

Item 1. Business

Kohl's Corporation (the "Company," "Kohl's," "we," "our," or "us") was organized in 1988 and is a Wisconsin corporation. As of February 3, 2024, we operated 1,174 Kohl's stores and a website (www.Kohls.com). Our Kohl's stores and website sell moderately-priced private and national brand apparel, footwear, accessories, beauty, and home products. Our Kohl's stores generally carry a consistent merchandise assortment with some differences attributable to local preferences, store size, and Sephora at Kohl's shop-in-shops ("Sephora shops"). Our website includes merchandise which is available in our stores, as well as merchandise that is available only online.

Our merchandise mix includes both national brands and private brands that are available only at Kohl's. Our private portfolio includes well-known established brands such as Croft & Barrow, Jumping Beans, SO, Sonoma Goods for Life, and Tek Gear, and exclusive brands that are developed and marketed through agreements with nationally-recognized brands such as Food Network, LC Lauren Conrad, Nine West, and Simply Vera Vera Wang. Compared to national brands, private brands generally have lower selling prices, but higher gross margins.

The following tables summarize our net sales penetration by line of business and brand type over the last three years:



Our fiscal year ends on the Saturday closest to January 31st each year. Unless otherwise stated, references to years in this report relate to fiscal years rather than to calendar years. The following fiscal periods are presented in this report:

Fiscal Year	Ended	Number of Weeks
2023	February 3, 2024	53
2022	January 28, 2023	52
2021	January 29, 2022	52

For discussion of our financial results, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

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Distribution

We receive substantially all of our merchandise at our nine retail distribution centers and six e-fulfillment centers. A small amount of our merchandise is delivered directly to the stores by vendors or their distributors. The retail distribution centers, which are strategically located throughout the United States, ship merchandise to each store by contract carrier. Digital sales may be picked up in our stores or are shipped to the customer from a Kohl's e-fulfillment center, retail distribution center or store, or directly by a third-party vendor.

See Item 2, "Properties," for additional information about our distribution and e-fulfillment centers.

Human Capital

At Kohl's, we strive to create a welcoming and inclusive culture of care. We believe our associates are our most valuable asset and a differentiator for our business. Our teams of associates take care of each other, our customers and the communities we serve. We support our associates by fostering a safe and healthy work environment, offering competitive total compensation and benefits, including many health and wellness offerings, providing ongoing training and development opportunities, and cultivating an inclusive culture where all associates feel a sense of belonging and appreciation.

Employee Count

During 2023, we employed an average of approximately 96,000 associates, which included approximately 36,000 full-time and 60,000 part-time associates. The number of associates varies during the year, peaking during the back-to-school and holiday seasons. None of our associates are represented by a collective bargaining unit. We believe we maintain positive relationships with our associates.

Health, Safety, and Wellness

We lead initiatives that ensure the way we communicate, work, and develop our product enables our customers and associates to shop, work, and engage in a safe environment. We have a team dedicated to defining plans and preparing for business crisis events, including natural disasters and other unplanned disruptions like those brought on by the COVID-19 pandemic. To keep a healthy workforce, we maintain an advocacy program that provides associates with 24/7 access to medical professionals following a work accident. We continue to pursue innovative ways to educate our teams on safety. Associates at our stores, distribution, and e-fulfillment centers receive specialized training to enhance our safety culture and reduce associate accidents.

Diversity, Equity, and Inclusion

At Kohl's, we are committed to our Diversity, Equity, and Inclusion ("DEI") strategy focused on Our People, Our Customers, and Our Community. This strategy accelerates how we are embedding DEI throughout our business by being intentional about our programs and practices and holding ourselves accountable to the work.

We are committed to creating an environment where diversity is valued at all levels, everyone feels a sense of equity, and where inclusion is evident across our business. Our DEI strategy is embedded into our acquisition and retention practices for all associates. We strive to celebrate our differences and help more customers see themselves reflected in our brands.

We are focused on growing leaders by engaging talent in internal and external professional development offerings and we are working to develop inclusive leaders through programs aimed at building awareness and encouraging advocacy. In the space of continuous development and engagement, we have eight Business Resource Groups with members focused on championing and enhancing diversity and inclusion efforts across our business.

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At Kohl's, we believe our leaders are responsible for strengthening, modeling, and supporting our DEI efforts by ensuring that they are building a culture and environment where our associates feel seen, and their unique needs, experiences, abilities, and perspectives are valued and heard. Each leader is responsible for creating a caring culture and experience for our team, one that embraces and strives to understand our differences, and provides an inclusive environment for all. We work to provide learning opportunities for our leaders and associates to build a more diverse and inclusive workforce and engage associates on how that creates a competitive advantage.

Compensation and Benefits

We are committed to providing competitive and fair compensation and benefits programs to our associates and offer a range of benefits that are meaningful to our associates' everyday lives, with a commitment to supporting all aspects of associates' well-being. All eligible associates receive a 100% match (up to 5% of pay) in Kohl's 401(k) Savings Plan after one year of employment. Full-time associates are offered medical, dental, vision, prescription drug, disability and life insurance coverage, paid time off, and a merchandise discount. Part-time associates are offered a primary care health and pharmacy plan, dental, vision, supplementary life insurance, and a merchandise discount. Kohl's also offers adoption and surrogacy reimbursement options. Kohl's has Wellness Centers available to associates at corporate and credit locations, distribution centers, and e-commerce fulfillment centers, as well as for near-site store and remote associates within the vicinity.

Kohl's fosters associates' total well-being, which includes a number of benefits that focus on mental well-being and health, including the Employee Assistance Program, counseling coverage, mental well-being activities, webinars, business resource groups, support groups, and leader resources. We empower our associates' work-life balance by giving them access to a full range of professional resources. An education benefit was introduced in 2022, which provides fully-funded tuition, books, and fees for associates pursuing high school completion, select certificates, and undergraduate degrees.

Training and Development

Behind our success are great teams of talented individuals who embody our values. We are committed to attracting, growing, and engaging talent, while giving associates equitable opportunities for career growth. Our talent management team brings together performance management, talent assessment, succession planning, and career planning. This team provides tools, resources, and best practices to ensure we have the right talent in the right roles at the right time. We invest in executive coaching, assessments, internal programs, external courses, peer networks, and more.

From initial onboarding to high potential leadership development, we believe in training and career growth for our associates. We encourage our associates to keep their skills fresh through different mediums ranging from live workshops to on-demand skills training available through our online library of courses. We also provide training to teams that provide skills and mindsets to help them perform at their highest level. Additionally, our development teams throughout the company provide job-specific training to ensure associates have the tools they need to excel in their jobs and serve our customers.

We are committed to the highest integrity standards and maintain a Code of Ethics to guide ethical decision-making for associates. As a company of integrity, we expect our associates to be honest and accountable. Our ethics training, which we require all associates to take annually, is refreshed yearly to ensure topics covered are relevant and impactful. The training helps connect ethics to an associate's day-to-day job responsibilities and promotes honesty, integrity, and fairness.

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Competition

The retail industry is highly competitive. Management considers product and value to be the most significant competitive factors in the industry. Merchandise mix, brands, service, loyalty programs, credit availability, and customer experience are also key competitive factors. Our primary competitors are online retailers, off-price retailers, warehouse clubs, mass merchandisers, specialty stores, traditional department stores, and other forms of retail commerce. Our specific competitors vary from market to market.

Merchandise Vendors

We purchase merchandise from numerous domestic and foreign suppliers. All suppliers must meet certain requirements to do business with us. Our Terms of Engagement are part of our purchase order terms and conditions and include provisions regarding laws and regulations, employment practices, ethical standards, environmental requirements, communication, monitoring and compliance, record keeping, subcontracting, and corrective action. We expect that all suppliers will comply with our purchase terms and quickly remediate any deficiencies, if noted, to maintain our business relationship.

A third-party purchasing agent sources approximately 15% of the merchandise we sell. No vendor individually accounted for more than 10% of our net purchases in 2023. We have no significant long-term purchase commitments with any of our suppliers and believe that we are not dependent on any one supplier or one geographical location. We believe we have good working relationships with our suppliers.

Seasonality

Our business, like that of other retailers, is subject to seasonal influences. Sales and income are typically higher during the back-to-school and holiday seasons. Because of the seasonality of our business, results for any quarter are not necessarily indicative of the results that may be achieved for a full fiscal year.

Trademarks and Service Marks

KOHL'S® is a registered trademark owned by one of our wholly-owned subsidiaries. This subsidiary has over 200 additional registered trademarks, most of which are used in connection with our private brand products.

We consider the KOHL'S® mark, all other trademarks, and the accompanying goodwill to be valuable to our business.

Available Information

Our corporate website is <https://corporate.kohls.com>. Through the "Investors" portion of this website, we make available, free of charge, our proxy statements, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Securities and Exchange Commission ("SEC") Forms 3, 4, and 5, and any amendments to those reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after such material has been filed with, or furnished to, the SEC.

The following have also been posted on our website, under the caption "Investors" and sub-captions "Corporate Governance" or "ESG":

- Committee charters of our Board of Directors' Audit Committee, Compensation Committee, Finance Committee, and Nominating and ESG Committee
- Corporate Governance Guidelines
- Code of Ethics
- Environmental, Social, and Governance Reports (under "ESG" sub-caption)

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The information contained on our website is not part of this Annual Report on Form 10-K. Paper copies of any of the materials listed above will be provided without charge to any shareholder submitting a written request to our Investor Relations Department at N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051 or via e-mail to Investor.Relations@Kohls.com.

Item 1A. Risk Factors

This Form 10-K contains "forward-looking statements" made within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believes," "anticipates," "plans," "may," "intends," "will," "should," "expects," and similar expressions are intended to identify forward-looking statements. Forward-looking statements include the statements under management's discussion and analysis, financial and capital outlook and may include comments about our future sales or financial performance and our plans, performance and other objectives, expectations or intentions, such as statements regarding our liquidity, debt service requirements, planned capital expenditures, future store initiatives, and adequacy of capital resources and reserves. Forward-looking statements are based on management's then current views and assumptions and, as a result, are subject to certain risks and uncertainties that could cause actual results to differ materially from those projected. As such, forward-looking statements are qualified by those risk factors described below. Forward-looking statements relate to the date made, and we undertake no obligation to update them.

Our sales, revenues, gross margin, expenses, and operating results could be negatively impacted by a number of factors including, but not limited to those described below. Many of these risk factors are outside of our control. If we are not successful in managing these risks, they could have a negative impact on our sales, revenues, gross margin, expenses, and/or operating results.

Macroeconomic and Industry Risks

General economic conditions, consumer spending levels, and/or other conditions could decline.

Consumer spending habits, including spending for the merchandise that we sell, are affected by many factors including prevailing economic conditions, inflation and measures to control inflation, consumer responses to recessionary concerns, levels of employment, salaries and wage rates, prevailing interest rates, housing costs, energy and fuel costs, income tax rates and policies, consumer confidence, consumer perception of economic conditions, and the consumer's disposable income, credit availability, and debt levels. The moderate-income consumer, which is our core customer, is especially sensitive to these factors. A slowdown in the U.S. economy or an uncertain economic outlook could adversely affect consumer spending habits. As all of our stores are located in the United States, we are especially susceptible to deteriorations in the U.S. economy.

Consumer confidence is also affected by the domestic and international political situation. The outbreak or escalation of war, or the occurrence of terrorist acts or other hostilities in or affecting the United States, could lead to a decrease in spending by consumers.

Future pandemics could have a material adverse impact on our business, financial condition, and results of operations. The impact of, and actions taken in response to COVID-19, had a significant impact on the retail industry generally and our business. Future pandemics could have a material adverse effect on our business, financial condition, and results of operations.

Our competitors could make changes to their pricing and other practices.

The retail industry is highly competitive. We compete for customers, associates, locations, merchandise, services, and other important aspects of our business with many other local, regional, and national retailers. Those competitors include online retailers, off-price retailers, warehouse clubs, mass merchandisers, specialty stores, traditional department stores, and other forms of retail commerce.

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We consider product and value to be the most significant competitive factors in our industry. The continuing migration and evolution of retailing to digital channels has increased our challenges in differentiating ourselves from other retailers especially as it relates to national brands. In particular, consumers can quickly and conveniently comparison shop with digital tools, which can lead to decisions based solely on price. Unanticipated changes in the pricing and other practices of our competitors may adversely affect our performance and lead to loss of market share in one or more categories.

Tax, trade and climate, and other ESG-related policies and regulations could change or be implemented and adversely affect our business and results of operations.

Uncertainty with respect to tax and trade policies, tariffs, and government regulations affecting trade between the United States and other countries has recently increased. The majority of goods sourced are manufactured outside of the United States, primarily in Asia. Major developments in tax policy or trade relations, such as the imposition of tariffs on imported products, could have a material adverse effect on our business, results of operations, and liquidity. Furthermore, increased governmental focus on climate change and other ESG matters may result in complex regulatory requirements that may directly or indirectly have a significant impact on the costs of our operations, including energy, resources used to produce our products and compliance costs, which may have a material adverse effect on our business and results of operations. We also expect there will likely be increasing levels of regulation, disclosure-related and otherwise, with respect to ESG matters. Increased regulation and increased stakeholder expectations will likely lead to increased costs as well as scrutiny that could heighten all of the ESG-related risks we are subject to. Additionally, many of our suppliers may be subject to similar regulations and expectations, which may exacerbate existing risks or create new ones, including risks that may not be known to us. Any of these developments may have a material adverse effect on our business and results of operations.

Operational Risks

We may be unable to offer merchandise that resonates with existing customers and attracts new customers as well as successfully manage our inventory levels.

Our business is dependent on our ability to anticipate fluctuations in consumer demand for a wide variety of merchandise. Failure to accurately predict constantly changing consumer tastes, preferences, spending patterns, and other lifestyle decisions could create inventory imbalances and adversely affect our performance and long-term relationships with our customers. Additionally, failure to accurately predict changing consumer tastes may result in excess inventory, which could result in additional markdowns and adversely affect our operating results. Negative publicity surrounding us, our activities, or the products we offer, including consumer perception of our response to political and social issues, and campaigns by political activists promoting certain causes, could adversely impact our brand image and may decrease demand for our products, thereby adversely affecting our business, results of operations, cash flows or financial condition. As with most retailers, we also experience inventory shrinkage due to theft or damage. Higher rates of inventory shrinkage or increased security or other costs to combat inventory shrinkage could adversely affect our results of operations and financial condition, and our efforts to contain or reduce inventory shrinkage may not be successful.

We may be unable to source merchandise in a timely and cost-effective manner.

A third-party purchasing agent sources approximately 15% of the merchandise we sell. The remaining merchandise is sourced from a wide variety of domestic and international vendors. Our ability to find qualified vendors and access to brands or products in a timely and efficient manner is a significant challenge which is typically even more difficult for goods sourced outside the United States, substantially all of which are shipped by ocean to ports in the United States. Political or financial instability, trade restrictions, tariffs, currency exchange rates, transport capacity and costs, pandemic outbreaks, work stoppages, port strikes, port congestion and delays, information technology challenges, and other factors relating to foreign trade are beyond our control and have impacted or could continue to adversely

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impact our performance and cause us to pay more to obtain inventory or result in having the wrong inventory at the wrong time. In addition, certain laws and regulations impose import restrictions for goods, which may induce greater supply chain compliance costs and may result in delays to us or adversely impact our inventory. Where we are the importer of record, we may be subject to additional regulatory and other requirements.

Increases in the price of merchandise, raw materials, fuel, and labor, or their reduced availability, increase our cost of merchandise sold. The price and availability of raw materials may fluctuate substantially, depending on a variety of factors, including demand, weather, supply conditions, transportation costs, energy prices, work stoppages, government regulation and policy, economic climates, market speculation, and other unpredictable factors. An inability to mitigate these cost increases, unless sufficiently offset with our pricing actions, might cause a decrease in our operating results. Any related pricing actions might cause a decline in our sales volume. Additionally, a reduction in the availability of raw materials could impair the ability to meet production or purchasing requirements in a timely manner. Both the increased cost and lower availability of merchandise, raw materials, fuel, and labor may also have an adverse impact on our cash and working capital needs as well as those of our suppliers.

If any of our significant vendors were to become subject to bankruptcy, receivership, or similar proceedings, we may be unable to arrange for alternate or replacement contracts, transactions, or business relationships on terms as favorable as current terms, which could adversely affect our sales and operating results.

Our vendors may not adhere to our Terms of Engagement or to applicable laws.

A substantial portion of our merchandise is received from vendors and factories outside of the United States. We require all of our suppliers to comply with all applicable local and national laws and regulations and our Terms of Engagement for Kohl's Business Partners. These Terms of Engagement include provisions regarding laws and regulations, employment practices, ethical standards, environmental and legal requirements, communication, monitoring/compliance, record keeping, subcontracting, and corrective action. From time to time, suppliers may not be in compliance with these standards or applicable laws. Significant or continuing noncompliance with such standards and laws by one or more suppliers could have a negative impact on our reputation and our results of operations.

Our marketing may be ineffective.

We believe that differentiating Kohl's in the marketplace is critical to our success. We design our marketing and loyalty programs to increase awareness of our brands and to build personalized connections with new and existing customers. We believe these programs will strengthen customer loyalty, increase the number and frequency of customers that shop our stores and website, and increase our sales. If our marketing and loyalty programs are not successful or efficient, our sales and operating results could be adversely affected.

The reputation and brand image of Kohl's and the brands and products we sell could be damaged.

We believe the Kohl's brand name and many of our private brand names are powerful sales and marketing tools. We devote significant resources to develop, promote, and protect private brands that generate national recognition. In some cases, the private brands or the marketing of such brands are tied to or affiliated with well-known individuals. We also associate the Kohl's brand with third-party national brands that we sell in our store and through our partnerships with companies in pursuit of strategic initiatives. Further, we focus on ESG as a component of our strategy, and we have and may at times continue to engage in voluntary initiatives (such as voluntary disclosures, certifications, or goals, among others) to improve the ESG profile of our company and/or products. For example, we publish an annual report to share information with our partners, shareholders, customers, and associates regarding our ESG progress. These disclosures reflect our goals and other expectations and assumptions, which are necessarily uncertain and may not be realized. Such initiatives may be costly, even if realized, may not have the desired effect, and actions or statements that we may take based on expectations, assumptions, or third-party

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information that we currently believe to be reasonable may subsequently be determined to be erroneous or be subject to misinterpretation. At the same time, investor and other stakeholder expectations, and voluntary and regulatory ESG disclosure standards and policies, continue to evolve. We may be subject to investor or regulator engagement and/or litigation on our ESG initiatives and disclosures, even if such initiatives are currently voluntary. We also note that divergent views regarding ESG principles are emerging in the U.S., and in particular, in U.S. state-level regulation and enforcement efforts and among certain activist stakeholders. To the extent ESG matters negatively impact our brand and reputation, they may also impede our ability to compete as effectively to attract and retain employees or customers, which may adversely impact our operations, business, financial condition, results of operations, cash flow and prospects.

Damage to the reputations (whether or not justified) of the Kohl's brand, our private brand names, or any affiliated individuals or companies with which we have partnered, could arise from product failures; concerns about human rights, working conditions, and other labor rights and conditions associated with our own operations or where merchandise is produced; perceptions of our diversity, equity, and inclusion efforts; perceptions of our pricing and return policies; litigation; vendor violations of our Terms of Engagement; perceptions of the national vendors and/or other third parties with which we partner; failure, or perceived failure, to realize our ESG goals on a timely basis or at all; perceptions of our management of ESG risks and opportunities; our performance on various ESG ratings; failure to meet evolving investor and other stakeholder expectations with respect to ESG matters; or various other forms of adverse publicity, especially in social media outlets. This type of reputational damage may result in deterioration in our relationships with stakeholders and/or a reduction in sales, operating results, and shareholder value.

There may be concerns about the safety of products that we sell.

If our merchandise offerings do not meet applicable safety standards or our customers' expectations regarding safety, we could experience lost sales, experience increased costs, and/or be exposed to legal and reputational risk. Events that give rise to actual, potential, or perceived product safety concerns could expose us to government enforcement action and/or private litigation. Reputational damage caused by real or perceived product safety concerns could have a negative impact on our sales and operating results.

We may be unable to adequately maintain and/or update our information systems.

The efficient operation of our business is dependent on our information systems. In particular, we rely on our information systems to effectively manage sales, distribution, and merchandise planning and allocation functions. We also generate sales through the operations of our Kohls.com website. We frequently make investments that will help maintain and update our existing information systems. We also depend on third parties as it relates to our information systems. The potential problems and interruptions associated with implementing technology initiatives, the failure of our information systems to perform as designed, or the failure to successfully partner with our third party service providers, such as our cloud platform providers, could disrupt our business and harm our sales and profitability.

Our information technology projects may not yield their intended results.

We regularly have internal information technology projects in process. Although the technology is intended to increase productivity and operating efficiencies, these projects may not yield their intended results or may deliver an adverse user or customer experience. We may incur significant costs in connection with the implementation, ongoing use, or discontinuation of technology projects, or fail to successfully implement these technology initiatives, or achieve the anticipated efficiencies from such projects, any of which could adversely affect our operations, liquidity, and financial condition. In addition, we may not be able to adapt or adapt quickly enough to technological change, including that brought about by the use of artificial intelligence. If our competitors are more successful in adapting to such changes or otherwise incorporating such changes into their business or operations, this could have a material adverse impact on our business and results of operations.

Weather conditions and natural disasters could adversely affect consumer shopping patterns and disrupt our operations.

Our business is apparel, footwear, accessories, beauty, and home products. Both our business and our supply chain are subject to weather conditions. As a result, our operating results may be adversely affected by severe or unexpected weather conditions (including those that may be caused by climate change). Frequent or unusually heavy snow, ice, or rain storms; natural disasters such as earthquakes, tornadoes, floods, fires, and hurricanes; or extended periods of unseasonable temperatures or droughts could adversely affect our supply chain or our performance by affecting consumer shopping patterns and diminishing demand for seasonal merchandise. In addition, these events could cause physical damage to our properties or impact our supply chain, making it difficult or impossible to timely deliver seasonally appropriate merchandise. Climate change may impact the frequency and/or intensity of such events, as well as contribute to various chronic changes in the physical environment. Although we maintain crisis management and disaster response plans and may take various actions to mitigate our business risks associated with such events and climate change, our mitigation strategies may be inadequate to address such a major disruption event.

Further, unseasonable weather conditions, including unusually warm weather in the fall or winter months or abnormally wet or cold weather in the spring or summer months, whether due to climate change or otherwise, could have a material adverse effect on our business, financial condition, and operating results, as consumer spending may be inconsistent with our typical inventory purchasing cycle.

We may be unable to successfully execute an omnichannel strategy.

Customer expectations about the methods by which they purchase and receive products or services are evolving. Customers are increasingly using technology and mobile devices to rapidly compare products and prices, and to purchase products. Once products are purchased, customers are seeking alternate options for delivery of those products. We must continually anticipate and adapt to these changes in the purchasing process. Our ability to compete with other retailers and to meet our customers' expectations may suffer if we are unable to provide relevant customer-facing technology and omnichannel experiences. We have taken steps to simplify our value strategy by eliminating online-only promotions in favor of omnichannel pricing across the enterprise. This pressured our digital performance in 2023. While we believe this approach aligns with our long-term strategy, our efforts may not produce the intended results. Similarly, as we refine our value strategy to be less promotional, our efforts may negatively impact the loyalty of certain customers and our efforts to mitigate this impact may not be successful.

In addition, our ability to compete may also suffer if Kohl's, our suppliers, or our third-party shipping and delivery vendors are unable to effectively and efficiently fulfill and deliver orders, especially during the holiday season when sales volumes are especially high. Consequently, our results of operations could be adversely affected.

Our business is seasonal in nature, which could negatively affect our sales, revenues, operating results, and cash requirements.

Our business is subject to seasonal influences, with a major portion of sales and income historically realized during the second half of the fiscal year, which includes the back-to-school and holiday seasons.

If we do not adequately stock or restock popular products, particularly during the back-to-school and holiday seasons, we may fail to meet customer demand, which could affect our revenue and our future growth. If we overstock products, we may be required to take significant inventory markdowns or write-offs, which could reduce profitability. Underestimating customer demand, or failing to timely receive merchandise to meet demand, can lead to inventory shortages and missed sales opportunities, as well as negative customer experiences.

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We have and may continue to experience an increase in costs associated with shipping digital orders due to promotional shipping offers, split shipments, freight surcharges due to peak capacity constraints, and additional long-zone shipments necessary to ensure timely delivery for the holiday season. If too many customers access our website within a short period of time, particularly during peak selling periods, we may experience system interruptions that make our website unavailable or prevent us from efficiently fulfilling orders, which may reduce the volume of goods we sell and the attractiveness of our products and services. Also, third-party delivery and direct ship vendors may be unable to deliver merchandise on a timely basis.

This seasonality causes our operating results and cash needs to vary considerably from quarter to quarter. Additionally, any decrease in sales or profitability during the second half of the fiscal year could have a disproportionately adverse effect on our results of operations.

Changes in credit card operations and payment-related risks could adversely affect our sales, revenues, and/or profitability.

Our credit card operations facilitate merchandise sales and generate additional revenue from fees related to extending credit. The private label and co-branded Kohl's credit card accounts are owned by an unrelated third-party, but we share in the net risk-adjusted revenue of the portfolio, which is defined as the sum of finance charges, late fees, and other revenue less write-offs of uncollectible accounts. Changes in funding costs related to interest rate fluctuations are shared similar to the revenue when interest rates exceed defined amounts. Though management currently believes that increases in funding costs will be largely offset by increases in finance charge revenue, increases in funding costs could adversely impact the profitability of this program. On March 5, 2024, the Consumer Financial Protection Bureau ("CFPB") finalized a rule lowering the safe harbor dollar amount credit card companies can charge for late fees for a missed payment. The rule reduces the typical amount of late fees that can be charged, which could have a negative impact on Kohl's credit card revenues, particularly if Kohl's steps to mitigate the impact of such rule are not successful.

Changes in credit card use and applications, payment patterns, credit fraud, and default rates may also result from a variety of economic, legal, social, and other factors that we cannot control or predict with certainty. Changes that adversely impact our ability to extend credit and collect payments could negatively affect our results.

We also accept payment from customers in a variety of ways, such as cash, checks, debit cards, gift cards, mobile payments, as well as other forms, which subject us to rules, regulations, contractual obligations, and other compliance requirements such as those related to payment network rules and operating guidelines, as well as potential fraud, which may have an adverse impact on our operating results.

We may be unable to attract, develop, and retain quality associates while controlling costs, which could adversely affect our operating results.

Our performance is dependent on attracting and retaining a large number of quality associates, including our senior management team and other key associates. While we have succession plans for our senior management team, they may not be adequate to replace members of our senior management, including our Chief Executive Officer, or may not be successfully executed.

Many associates are in entry-level or part-time positions with historically high rates of turnover. Many of our strategic initiatives require that we hire and/or develop associates with appropriate experience. Our staffing needs are especially high during the holiday season. Competition for these associates is intense. We cannot be sure that we will be able to attract and retain a sufficient number of qualified personnel in future periods.

Our ability to meet our labor needs while controlling costs is subject to external factors such as government benefits, unemployment levels and labor participation rates, prevailing wage rates, minimum wage legislation, actions by our competitors in compensation levels, perceptions of our employee experience, potential labor organizing efforts, and

changing demographics. Competitive and regulatory pressures have already significantly increased our labor costs. Further changes that adversely impact our ability to attract and retain quality associates could adversely affect our performance and/or profitability. In addition, changes in federal and state laws relating to employee benefits, including, but not limited to, sick time, paid time off, leave of absence, minimum wage, wage-and-hour, overtime, meal-and-break time, and joint/co-employment could cause us to incur additional costs, which could negatively impact our profitability.

Capital Risks

We may be unable to raise additional capital or maintain bank credit on favorable terms, which could adversely affect our business and financial condition.

We have historically relied on the public debt markets to raise capital to partially fund our operations and growth. We have also historically maintained lines of credit with financial institutions. In January 2023, we upsized and replaced our unsecured credit facility with a \$1.5 billion senior secured, asset based revolving credit facility. Changes in the credit and capital markets, including market disruptions, limited liquidity, and interest rate fluctuations may increase the cost of financing or restrict our access to these potential sources of future liquidity. Our continued access to these liquidity sources on favorable terms depends on multiple factors, including our operating performance and debt ratings. During 2022, our credit ratings were reduced below investment grade, which resulted in an increase in the interest rate on a portion of our long-term debt. During the first quarter of 2023, S&P downgraded our senior unsecured credit rating from BB+ to BB and Moody's downgraded our rating from Ba2 to Ba3. These downgrades have caused our cost of borrowing to increase, and further downgrades would cause our cost of borrowing to further increase. Declines in our credit ratings may also adversely affect our ability to access the debt markets and the terms and our cost of funds for new debt issuances. If our credit ratings were to be further downgraded, or general market conditions were to ascribe higher risk to our credit rating levels, our industry, or our Company, our access to capital and the cost of debt financing may be negatively impacted. Additionally, if unfavorable capital market conditions exist if and when we were to seek additional financing, we may not be able to raise sufficient capital on favorable terms and on a timely basis (if at all). The terms of current and future debt agreements could restrict our business operations or cause future financing to be unavailable due to our covenant restrictions then in effect. Also, if we are unable to comply with the covenants under our revolving credit facility, the lenders under that agreement will have the right to terminate their commitments thereunder and declare the outstanding loans thereunder to be immediately due and payable. A default under our revolving credit facility could trigger a cross-default, acceleration, or other consequences under other indebtedness or financial instruments to which we are a party. If our access to capital was to become significantly constrained or our cost of capital was to increase significantly our financial condition, results of operations, and cash flows could be adversely affected.

Our capital allocation could be inefficient or ineffective.

Our goal is to invest capital to maximize our overall long-term returns. This includes spending on inventory, capital projects and expenses, managing debt levels, and periodically returning value to our shareholders through share repurchases and dividends. To a large degree, capital efficiency reflects how well we manage our other key risks. The actions taken to address other specific risks may affect how well we manage the more general risk of capital efficiency. If we do not properly allocate our capital to maximize returns, we may fail to produce optimal financial results, and we may experience a reduction in shareholder value.

Legal and Regulatory Risks

Regulatory and legal matters could adversely affect our business operations and change financial performance.

Various aspects of our operations are subject to federal, state, or local laws, rules, and regulations, including consumer regulations, any of which may change from time to time. The costs and other effects of new or changed legal requirements cannot be determined with certainty. For example, new legislation or regulations may result in increased costs directly for our compliance or indirectly to the extent such requirements increase prices of goods and services, reduce the availability of raw materials, or further restrict our ability to extend credit to our customers.

We continually monitor the state and federal legal and regulatory environments for developments that may impact us. Failure to detect changes and comply with such laws and regulations may result in an erosion of our reputation, disruption of business, and/or loss of associate morale. Additionally, we are regularly involved in various litigation matters that arise out of the conduct of our business. Litigation or regulatory developments could adversely affect our business operations and financial performance.

Our efforts to protect the privacy and security of sensitive or confidential customer, associate, or company information could be unsuccessful, which could severely damage our reputation, expose us to risks of litigation and liability, disrupt our operations, and harm our business.

As part of our normal course of business, we collect, retain, process, and transmit sensitive and confidential customer, associate, and company information. We also engage third-party vendors that provide technology, systems, and services to facilitate our collection, retention, processing, and transmission of this information. It is possible that our facilities and systems and those of our third-party vendors are vulnerable to cybersecurity threats, security breaches, system failures, acts of vandalism, fraud, misappropriation, malware, ransomware, and other malicious or harmful code, misplaced or lost data, programming and/or human errors, insider threats, or other similar events. The ever-evolving and increasingly sophisticated methods of cyber-attack may be difficult or impossible to anticipate and/or detect. Any data security incident involving the breach, misappropriation, loss, or other unauthorized disclosure of sensitive and/or confidential information, whether by us or our vendors, could disrupt our operations, damage our reputation and customers' willingness to shop in our stores or on our website, violate applicable laws, regulations, orders and agreements, and subject us to additional costs and liabilities which could be material. In addition, the regulatory environment related to data privacy and cybersecurity is constantly changing, with new and increasingly demanding requirements applicable to our business. Maintaining our compliance with those requirements, including recently enacted state consumer privacy laws, may increase our compliance costs, require changes to our business practices, limit our ability to use and collect data, impact our customers' shopping experience, reduce our business efficiency, and subject us to additional regulatory scrutiny or data breach litigation.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 1C. Cybersecurity

Cybersecurity Risk Management and Strategy

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information. We designed and assess our program based on the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), International Organization for Standardization (ISO) 27001, and Payment Card Industry Data Security Standard (PCI DSS). This does not imply that we meet any particular technical standards, specifications, or requirements, only that we use these frameworks as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business.

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Our cybersecurity risk management program is integrated into our overall enterprise risk management program and shares common methodologies, reporting channels, and governance processes that apply across the enterprise risk management program to other legal, compliance, strategic, operational, and financial risk areas. Our cybersecurity risk management program includes:

- risk assessments designed to help identify material cybersecurity risks to our critical systems and information;
- a security team principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents;
- the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;
- cybersecurity awareness training of our employees, including our incident response personnel;
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and
- a third-party risk management process for service providers, suppliers, and vendors who access our critical systems and data.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected us, including our operations, business strategy, results of operations, or financial condition. We face risks from cybersecurity threats that, if realized, are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. See "Risk Factors- Legal and Regulatory Risks".

Cybersecurity Governance

Our Board considers cybersecurity risk as part of its risk oversight function and has delegated to its Audit Committee oversight of cybersecurity and other information technology risks. Our Audit Committee oversees management's implementation of our cybersecurity risk management program.

Our Audit Committee receives regular reports from management on our cybersecurity risks, and our full Board receives a periodic update. In addition, management updates the Audit Committee, as necessary, regarding any material cybersecurity incidents, as well as significant incidents.

Our Audit Committee reports to the full Board regarding its activities, including those related to cybersecurity. Board members receive presentations on cybersecurity topics from our Chief Technology Officer (CTO), Chief Risk and Compliance Officer (CRCO), and Chief Information Security Officer (CISO) or external experts as part of the Board's continuing education on topics that impact public companies.

Our management team, including our CTO, CRCO, and CISO, has overall responsibility for assessing and managing our material risks from cybersecurity threats. The team has primary responsibility for our overall cybersecurity risk management program and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants. Our management team's experience includes over 25 years of technology and finance leadership experience across multiple industries for our CTO, over 30 years of experience in the Legal, Risk and Compliance disciplines for our CRCO, and over 20 years of cybersecurity leadership experience for our CISO.

Our management team is informed about and monitors the prevention, detection, mitigation, and remediation of key cybersecurity risks and incidents through various means, which may include briefings from internal security personnel, threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us, and alerts and reports produced by security tools deployed in the information technology environment.

Item 2. Properties

Stores

As of February 3, 2024, we operated 1,174 Kohl's stores with 82 million selling square feet in 49 states. Our typical store lease has an initial term of 20-25 years and four to eight five-year renewal options. Substantially all of our leases provide for a minimum annual rent that is fixed or adjusts to set levels during the lease term, including renewals. Some of our store leases provide for additional rent based on a percentage of sales over designated levels.

The following tables summarize key information about our Kohl's stores as of February 3, 2024:

Number of Stores by State					
Mid-Atlantic Region:		Northeast Region:		South Central Region:	
Delaware	5	Connecticut	20	Arkansas	8
Maryland	23	Maine	5	Kansas	12
Pennsylvania	51	Massachusetts	26	Louisiana	7
Virginia	31	New Hampshire	11	Missouri	27
West Virginia	8	New Jersey	38	Oklahoma	11
		New York	50	Texas	89
		Rhode Island	4		
		Vermont	2		
Total Mid-Atlantic	118	Total Northeast	156	Total South Central	154
Midwest Region:		Southeast Region:		West Region:	
Illinois	66	Alabama	14	Alaska	1
Indiana	42	Florida	50	Arizona	26
Iowa	18	Georgia	33	California	117
Michigan	46	Kentucky	18	Colorado	24
Minnesota	28	Mississippi	5	Idaho	6
Nebraska	8	North Carolina	31	Montana	4
North Dakota	4	South Carolina	17	Nevada	13
Ohio	59	Tennessee	20	New Mexico	4
South Dakota	4			Oregon	11
Wisconsin	42			Utah	12
				Washington	21
				Wyoming	2
Total Midwest	317	Total Southeast	188	Total West	241
Location		Ownership			
Strip centers	951	Owned	406		
Freestanding	161	Leased	521		
Community & regional malls	62	Ground leased	247		

Distribution Centers

The following table summarizes key information about each of our distribution and e-fulfillment centers:

	Year Opened	Square Footage
Store distribution centers:		
Findlay, Ohio	1994	780,000
Winchester, Virginia	1997	450,000
Blue Springs, Missouri	1999	540,000
Corsicana, Texas	2001	540,000
Mamakating, New York	2002	605,000
San Bernardino, California	2002	575,000
Macon, Georgia	2005	560,000
Patterson, California	2006	365,000
Ottawa, Illinois	2008	330,000
E-commerce fulfillment centers:		
Monroe, Ohio	2001	1,225,000
San Bernardino, California	2010	970,000
Edgewood, Maryland	2011	1,450,000
DeSoto, Texas	2012	1,515,000
Plainfield, Indiana	2017	975,000
Etna, Ohio	2021	1,300,000

We own all of the distribution and e-fulfillment centers except the San Bernardino, California locations and Corsicana, Texas, which are leased.

Corporate Facilities

We own our corporate headquarters in Menomonee Falls, Wisconsin. We also own or lease additional buildings and office space, which are used by various corporate departments, including our credit operations.

Item 3. Legal Proceedings

For a description of our legal proceedings, see Note 7, Contingencies, of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K, which is incorporated by reference in response to this item.

Item 4. Mine Safety Disclosures

Not applicable.

Item 4A. Information about Our Executive Officers

Our executive officers as of February 3, 2024 were as follows:

Name	Age	Position
Thomas A. Kingsbury	71	Chief Executive Officer
Jill Timm	50	Chief Financial Officer
Fred Hand	60	Senior Executive Vice President, Director of Stores
Nick Jones	51	Chief Merchandising and Digital Officer
Jennifer Kent	52	Senior Executive Vice President, Chief Legal Officer and Corporate Secretary
Siobhán Mc Feeney	52	Senior Executive Vice President, Chief Technology Officer
Christie Raymond	54	Senior Executive Vice President, Chief Marketing Officer

Thomas A. Kingsbury

Mr. Kingsbury has served as our Chief Executive Officer since February 2023 and previously served as our Interim CEO from December 2022 through January 2023 and as a director since May 2021. Mr. Kingsbury has more than 40 years of experience in the retail industry. Prior to joining the Company in December 2022, he held a variety of company and board leadership roles at Kohl's, Burlington Stores, Inc., and The May Department Stores Company. He led Burlington Stores, Inc. as President and Chief Executive Officer from 2008 to 2019 and served on the Burlington Stores Board of Directors from 2008 to 2020, including as Chairman from 2014 to 2019 and as Executive Chairman from 2019 to 2020.

Jill Timm

Ms. Timm has served as Chief Financial Officer since November 2019. Ms. Timm joined the Company in 1999 and has held a number of progressive leadership roles across several areas of finance, most recently having served as Executive Vice President of Finance. Prior to joining the Company, she served as senior auditor at Arthur Andersen LLP. Ms. Timm has more than 20 years of experience in the retail industry.

Fred Hand

Mr. Hand has served as Senior Executive Vice President, Director of Stores since September 2023. Prior to joining the Company, Mr. Hand served as Chief Executive Officer of Tuesday Morning from August 2020 to May 2021. Prior to that, he was Chief Operating Officer at Burlington, where he led the Stores organization for more than 13 years. Mr. Hand has also held a variety of senior leadership roles in stores and visual merchandising at May Department Stores (then Macy's) and Filene's. Mr. Hand has more than 30 years of retail experience.

Nick Jones

Mr. Jones has served as Chief Merchandising and Digital Officer since March 2023. Prior to joining the Company, Mr. Jones served as Chief Executive Officer at Joules Group — a premium British lifestyle clothing brand from September 2019 to August 2022. Mr. Jones has also held a variety of business and merchandise leadership positions with ASDA/Walmart UK and Marks & Spencer. Mr. Jones has more than 25 years of retail experience.

Jennifer Kent

Ms. Kent has served as Senior Executive Vice President, Chief Legal Officer and Corporate Secretary since February 2023. Prior to joining the Company, Ms. Kent served in various legal leadership roles at Quad/Graphics, Inc., a publicly traded Milwaukee-based company, from 2010 to February 2023, most recently having served as its Executive Vice President and Chief People and Legal Officer and Corporate Secretary. Ms. Kent also held a variety of other legal roles throughout her career, including as an Associate General Counsel at Harley-Davidson Motor Company, an Assistant United States Attorney at the U.S. Attorney's Office, and as an associate at Foley & Lardner LLP. Ms. Kent has over 25 years of legal experience.

Siobhán Mc Feeney

Ms. Mc Feeney has served as Senior Executive Vice President, Chief Technology Officer since July 2022. She joined the Company in January 2020 as Senior Vice President, Technology. Prior to joining the Company, Ms. Mc Feeney served in a number of technology leadership roles, including leading innovation and strategy at Pivotal Software, Inc. from 2014 to January 2020. Ms. Mc Feeney has also held various leadership roles at AAA Northern California, including Chief Financial Officer, Chief Information Officer, and Interim Chief Executive Officer. Ms. Mc Feeney has more than 25 years of technology and finance experience.

Christie Raymond

Ms. Raymond has served as Senior Executive Vice President, Chief Marketing Officer since August 2022. She joined the Company in October 2017 as Senior Vice President, Media and Personalization and was promoted to Executive Vice President, Customer Engagement, Analytics & Insights in June 2020. Prior to joining the Company, she served in marketing, new business, and strategic planning leadership roles at The Walt Disney Company and Aspen Club Technologies. Ms. Raymond has 15 years of marketing and retail industry experience.

PART II

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

Market information

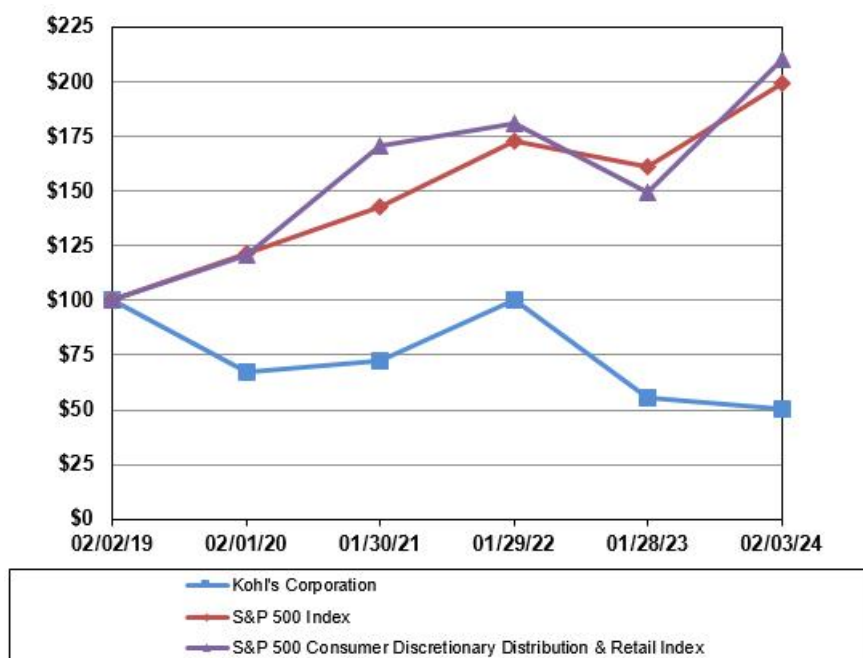
Our Common Stock has been traded on the New York Stock Exchange ("NYSE") since May 19, 1992, under the symbol "KSS."

Holders

As of March 20, 2024, there were approximately 3,200 record holders of our Common Stock.

Performance Graph

The graph below compares our cumulative five-year shareholder return to that of the Standard & Poor's ("S&P") 500 Index and the S&P 500 Consumer Discretionary Distribution & Retail Index, formerly known as the S&P 500 Retailing Index. The S&P 500 Consumer Discretionary Distribution & Retail Index was calculated by S&P Global, a Standard & Poor's business and includes the same companies within the S&P Consumer Discretionary Distribution & Retail Index. The S&P 500 Consumer Discretionary Distribution & Retail Index is weighted by the market capitalization of each component company at the beginning of each period. The graph assumes an investment of \$100 on February 2, 2019 and reinvestment of dividends. The calculations exclude trading commissions and taxes.



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Company / Index	Feb 2, 2019	Feb 1, 2020	Jan 30, 2021	Jan 29, 2022	Jan 28, 2023	Feb 3, 2024
Kohl's Corporation	\$100.00	\$67.42	\$72.06	\$100.18	\$55.41	\$50.62
S&P 500 Index	100.00	121.56	142.53	172.46	161.03	199.42
S&P 500 Consumer Discretionary Distribution & Retail Index	100.00	120.61	170.52	180.58	149.54	210.02

Recent Sales of Unregistered Securities; Use of Proceeds from Registered Securities

We did not sell any equity securities in fiscal year 2023 that were not registered under the Securities Act.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

In February 2022, our Board of Directors increased the remaining share repurchase authorization under our existing share repurchase program to \$3.0 billion. Purchases under the repurchase program may be made in the open market, through block trades, and other negotiated transactions. We expect to execute the share repurchase program primarily in open market transactions, subject to market conditions. There is no fixed termination date for the repurchase program, and the program may be suspended, discontinued, or accelerated at any time.

The following table contains information for shares repurchased and shares acquired from employees in lieu of amounts required to satisfy minimum tax withholding requirements upon the vesting of the employees' restricted stock during the three fiscal months ended February 3, 2024:

(Dollars in Millions, Except per Share Data)	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased under the Plans or Programs
October 29 - November 25, 2023	2,444	\$22.54	—	\$2,476
November 26 – December 30, 2023	47,766	25.53	—	2,476
December 31, 2023 - February 3, 2024	69,227	26.32	—	2,476
Total	119,437	\$25.93	—	

Item 6. Reserved

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

Executive Summary

Kohl's is a leading omnichannel retailer operating 1,174 stores and a website (www.Kohls.com) as of February 3, 2024. Our Kohl's stores and website sell moderately-priced private and national brand apparel, footwear, accessories, beauty, and home products. Our Kohl's stores generally carry a consistent merchandise assortment with some differences attributable to local preferences, store size, and Sephora shops. Our website includes merchandise which is available in our stores, as well as merchandise that is available only online.

Key financial results for 2023 as compared to 2022 include:

- Net sales decreased 3.4%, to \$16.6 billion. 2023 net sales included approximately \$164 million from the 53rd week.
- Comparable sales, which compares the 52-week period ending January 27, 2024 versus the 52-week period ended January 28, 2023, decreased 4.7%.
- Gross margin as a percent of net sales was 36.7%, an increase of 347 basis points.
- Selling, general & administration ("SG&A") expenses decreased 1.3%, to \$5.5 billion. As a percentage of total revenue, SG&A expense was 31.5%, an increase of 67 basis points.
- Operating income was \$717 million compared to \$246 million in the prior year. As a percentage of total revenue, operating income was 4.1%, an increase of 274 basis points.
- Net income of \$317 million, or \$2.85 per diluted share. This compares to net loss of \$19 million, or (\$0.15) per diluted share, in the prior year.
- Inventory was \$2.9 billion, a decrease of 10% to last year, driven by managing receipts down 9% versus last year.
- Operating cash flow was \$1.2 billion.

Our Strategy

Kohl's strategy is focused on delivering long-term shareholder value. To achieve this, the Company has established four overarching priorities to drive improved sales and profitability. These priorities include enhancing the customer experience, accelerating and simplifying its value strategies, managing inventory and expenses with discipline, and strengthening the balance sheet.

Financial and Capital Outlook

For fiscal year 2024, the Company currently expects the following:

- Net sales: A decrease of (1%) to an increase of 1%
- Comparable sales: In the range of 0% to 2%
- Operating margin: In the range of 3.6% to 4.1%
- Diluted EPS: In the range of \$2.10 to \$2.70, excluding any non-recurring charges.
- Capital Expenditures: Approximately \$500 million, including expansion of Sephora arrangement and other store-related investments

The Company's guidance includes the potential impact from credit card late fee regulatory changes in the second half of 2024.

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Results of Operations

For our comparison and discussion of 2022 and 2021, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II of our [2022 Form 10-K](#).

53rd Week

The retail calendar for fiscal January 2023 included a fifth week, resulting in a 14-week fiscal fourth quarter and a 53-week year. Our comparable sales in 2023 exclude the impact of the 53rd week and compare the 52 weeks ended January 27, 2024 to the 52 weeks ended January 28, 2023.

Net Sales

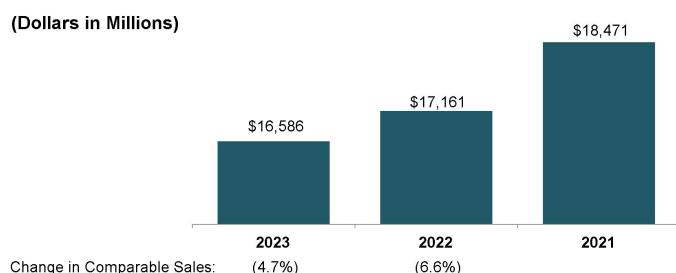
Net sales includes revenue from the sale of merchandise, net of expected returns and deferrals due to future performance obligations, and shipping revenue.

Comparable sales is a measure that highlights the performance of our stores and digital channel by measuring the change in sales for a period over the comparable, prior-year period of equivalent length. Comparable sales includes all store and digital sales, except sales from stores open less than 12 months, stores that have been closed, and stores that have been relocated where square footage has changed by more than 10%. We measure the change in digital sales by including all sales initiated online or through mobile applications, including omnichannel transactions which are fulfilled through our stores.

We measure digital penetration as digital sales over net sales. These amounts do not take into consideration fulfillment node, digital returns processed in stores, and coupon behaviors.

Comparable sales and digital penetration measures vary across the retail industry. As a result, our comparable sales calculation and digital penetration may not be consistent with the similarly titled measures reported by other companies.

The following graph summarizes net sales dollars and the change in comparable sales over the prior year. As our stores were closed for a period during 2020, we have not included a measure of 2021 comparable sales as we do not believe it is a meaningful metric over this period of time.



2023 compared to 2022

Net sales decreased \$575 million, or (3.4%), to \$16.6 billion for 2023.

- The decrease was driven by transaction volume down approximately 4% partially offset by an approximately 1% increase in average transaction value.

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- The sales decrease was seen across all lines of business except for Accessories, as they underperformed the Company average. Partially offsetting this decrease was a 23% increase in Accessories driven by over a 90% increase in Sephora compared to the prior year. Sephora sales exceeded \$1.4 billion in 2023.

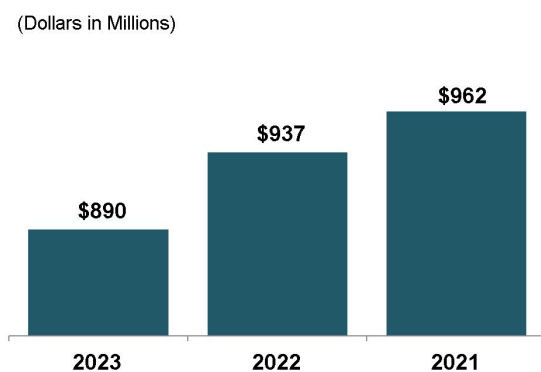
(Dollars in Millions)	2023	2022	Change
Women's	\$4,281	\$4,654	(8.0%)
Men's	3,455	3,679	(6.1%)
Accessories (including Sephora)	2,813	2,279	23.4%
Home	2,533	2,791	(9.2%)
Children's	2,060	2,176	(5.3%)
Footwear	1,444	1,582	(8.7%)
Net Sales	\$16,586	\$17,161	(3.4%)

- Digital sales decreased 14% for the year as sales were impacted by the elimination of online-only promotions as we worked to simplify our value strategies. Digital penetration represented 29% of net sales in 2023.

Other Revenue

Other revenue includes revenue from credit card operations, third-party advertising on our website, unused gift cards and merchandise return cards (breakage), and other non-merchandise revenue.

The following graph summarizes other revenue:



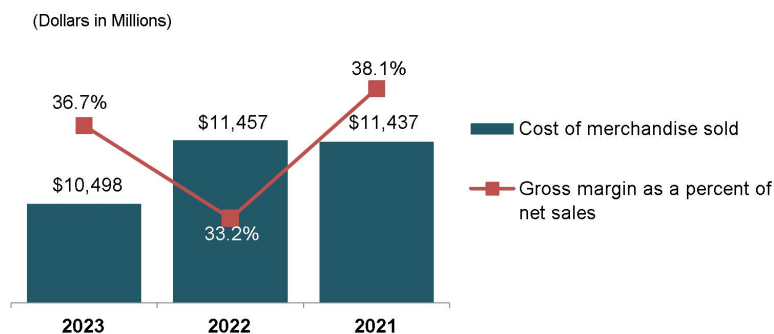
Other revenue decreased \$47 million in 2023 driven by a decline in credit revenue due to increasing credit loss rates.

In addition, as it relates to our credit business and recent regulatory developments, the CFPB has finalized a rule that will lower the late fees credit card companies can charge. The final rule will have a negative impact on our credit card revenues if unmitigated. We are actively pursuing various initiatives to mitigate the effects of this ruling including scaling our recently launched co-brand card and other various initiatives with Capital One, our credit partner. We are closely monitoring developments on this ruling, specifically as it relates to the timing of implementation.

Cost of Merchandise Sold and Gross Margin

Cost of merchandise sold includes the total cost of products sold, including product development costs, net of vendor payments other than reimbursement of specific, incremental, and identifiable costs; inventory shrink; markdowns; freight expenses associated with moving merchandise from our vendors to our distribution centers; shipping expenses for digital sales; and terms cash discount. Our cost of merchandise sold may not be comparable with that of other retailers because we include distribution center and buying costs in selling, general, and administrative expenses while other retailers may include these expenses in cost of merchandise sold.

The following graph summarizes cost of merchandise sold and gross margin as a percent of net sales:



Gross margin is calculated as net sales less cost of merchandise sold. Gross margin as a percent of net sales increased 347 basis points in 2023 compared to 2022. The increase in gross margin was driven by lower clearance markdowns, lower freight costs, reduced digital-related cost of shipping, and the simplification of our value strategies.

We expect gross margin to expand 40 to 50 basis points in 2024, driven by strong inventory management, lower freight expense, and continued benefits from the simplification of our value strategies.

Selling, General, and Administrative Expenses

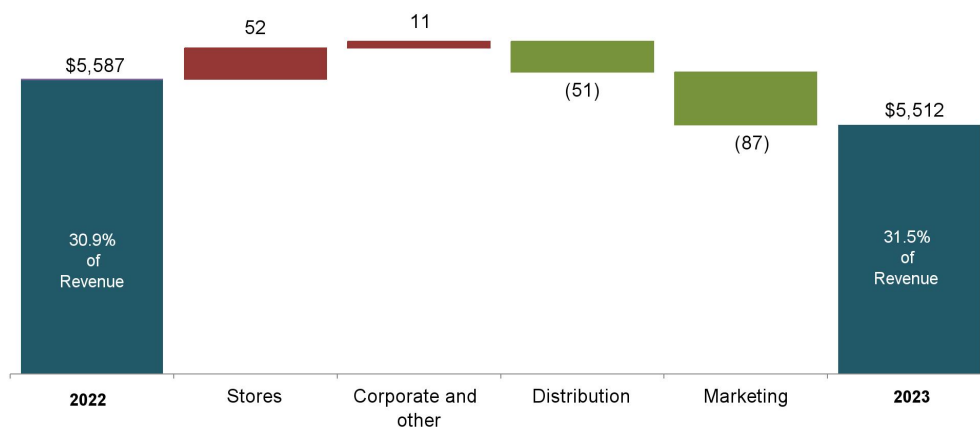
SG&A includes compensation and benefit costs (including stores, corporate, buying, and distribution centers); occupancy and operating costs of our retail, distribution, and corporate facilities; freight expenses associated with moving merchandise from our distribution centers to our retail stores and among distribution and retail facilities other than expenses to fulfill digital sales; marketing expenses, offset by vendor payments for reimbursement of specific, incremental, and identifiable costs; expenses related to our credit card operations; and other administrative revenues and expenses. We do not include depreciation and amortization in SG&A. The classification of these expenses varies across the retail industry.

Many of our expenses, including store payroll and distribution costs, are variable in nature. These costs generally increase as sales increase, and decrease as sales decrease. We measure our expenses as a percentage of revenue and changes in this percentage compared to the prior year. If the expense as a percent of revenue decreased from the prior year, the expense "leveraged". If the expense as a percent of revenue increased over the prior year, the expense "deleveraged".

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The following graph summarizes the changes in SG&A by expense type between 2022 and 2023:

(Dollars in Millions)



SG&A decreased \$75 million, or 1.3%, to \$5.5 billion in 2023. As a percentage of revenue, SG&A deleveraged by (67) basis points.

The decrease was primarily driven by decreased marketing investments across all channels and decreased distribution costs due to lower receipts and increased productivity. Distribution costs, which exclude payroll related to online originated orders that were shipped from our stores, were \$406 million for 2023 compared to \$457 million for 2022. Partially offsetting the decreases were increased store costs. Store expenses were driven by increased wages, continued investments in Sephora openings, and other store-related expenses.

In 2024, SG&A dollars are expected to be flat to slightly down with wage inflation being offset by labor productivity improvements and marketing efficiency.

Other Expenses

(Dollars in Millions)	2023	2022	2021
Depreciation and amortization	\$749	\$808	\$838
Interest expense, net	344	304	260
Loss on extinguishment of debt	—	—	201

Depreciation and amortization decreased in 2023, primarily driven by reduced capital spending in technology.

Net interest expense increased in 2023 compared to 2022 due to borrowings under the revolving credit facility as well as Sephora related lease amendments.

In 2021, we completed a cash tender offer and recognized a loss of \$201 million from the extinguishment of debt.

Income Taxes

(Dollars in Millions)	2023	2022	2021
Provision (benefit) for income taxes	\$56	\$(39)	\$281
Effective tax rate	15.1%	68.1%	23.1%

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Fiscal year 2023 resulted in an income tax provision compared to an income tax benefit in fiscal year 2022 due to the pre-tax book income in fiscal year 2023 compared to the pre-tax book loss in 2022.

GAAP to Non-GAAP Reconciliation

(Dollars in Millions, Except per Share Data)	Operating Income	Income (loss) before Income Taxes	Net Income (loss)	Earnings (loss) per Diluted Share
2023				
GAAP	\$717	\$373	\$317	\$2.85
Loss on extinguishment of debt	—	—	—	—
Income tax impact of items noted above	—	—	—	—
Adjusted (non-GAAP) ⁽¹⁾	\$717	\$373	\$317	\$2.85
2022				
GAAP	\$246	\$(58)	\$(19)	\$(0.15)
Loss on extinguishment of debt	—	—	—	—
Income tax impact of items noted above	—	—	—	—
Adjusted (non-GAAP) ⁽¹⁾	\$246	\$(58)	\$(19)	\$(0.15)
2021				
GAAP	\$1,680	\$1,219	\$938	\$6.32
Loss on extinguishment of debt	—	201	201	1.35
Income tax impact of items noted above	—	—	(50)	(0.34)
Adjusted (non-GAAP)	\$1,680	\$1,420	\$1,089	\$7.33

(1) Amounts shown for 2023 and 2022 are GAAP as there are no adjustments to Non-GAAP. These amounts are shown for comparability purposes.

We believe the adjusted results in the GAAP to Non-GAAP table are useful because they provide enhanced visibility into our results for the periods excluding the impact of certain items such as those included in the table. However, these non-GAAP financial measures are not intended to replace the comparable GAAP measures.

Inflation

We expect that our operations will continue to be influenced by general economic conditions, including food, fuel, and energy prices, higher unemployment, wage inflation, and costs to source our merchandise, including tariffs. There can be no assurances that such factors will not impact our business in the future.

Liquidity and Capital Resources

Capital Allocation

Our capital allocation strategy is to invest to maximize our overall long-term return and maintain a strong balance sheet, with a long-term objective of achieving an investment grade rating. We follow a disciplined approach to capital allocation based on the following priorities: first we invest in our business to drive long-term profitable growth; second we pay a quarterly dividend; third we will complete debt reduction transactions, when appropriate; and fourth we return excess cash to shareholders through our share repurchase program.

We will continue to invest in the business, as we plan to invest approximately \$500 million in 2024, including the expansion of Sephora shops, the launch of Babies "R" Us, and the expansion of queuing lines to 350 stores. We remain committed to the dividend, and on February 28, 2024, our Board of Directors declared a quarterly cash dividend of \$0.50 per share. The dividend will be paid on April 3, 2024 to all shareholders of record at the close of business on March 20, 2024. Last, we retired \$164 million of notes due in February 2023 and \$111 million of notes due December 2023. We are not planning any share repurchases until our balance sheet is strengthened on a path towards the long term target leverage ratio of 2.5 times adjusted earnings before interest, taxes, depreciation, amortization, and rent ("EBITDAR") (utilizing an eight times cash rent calculation for lease obligations) as calculated in our capital structure ratio below.

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Our period-end cash and cash equivalents balance increased to \$183 million from \$153 million in 2022. Our cash and cash equivalents balance includes short-term investments of \$15 million and \$10 million as of February 3, 2024, and January 28, 2023, 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. We also place dollar limits on our investments in individual funds or instruments.

The following table presents our primary uses and sources of cash:

Cash Uses	Cash Sources
<ul style="list-style-type: none"> • Operational needs, including salaries, rent, taxes, and other operating costs • Inventory • Capital expenditures • Dividend payments • Debt reduction • Share repurchases 	<ul style="list-style-type: none"> • Cash flow from operations • Line of credit under our revolving credit facility • Issuance of debt

The following table includes cash balances and changes:

(Dollars in Millions)	2023	2022	2021
Cash and cash equivalents	\$183	\$153	\$1,587
Net cash provided by (used in):			
Operating activities	\$1,168	\$282	\$2,271
Investing activities	(562)	(783)	(570)
Financing activities	(576)	(933)	(2,385)
Adjusted free cash flow (a)	\$519	\$(639)	\$1,556

(a) Non-GAAP financial measure. Please see the "GAAP to Non-GAAP Reconciliation" for a reconciliation of adjusted free cash flow to net cash provided by operating activities.

Operating Activities

Our operating cash outflows generally consist of payments to our employees for wages, salaries and other employee benefits, payments to our merchandise vendors for inventory (net of vendor allowances), payments to our shipping carriers, and payments to our landlords for rent. Operating cash outflows also include payments for income taxes and interest payments on our debt borrowings.

Operating activities generated cash of \$1.2 billion in 2023 compared to \$282 million in 2022. Operating cash flow increased primarily due to higher net income and strong inventory management in 2023. Inventory management resulted in managing receipts, down 9% versus last year. We placed a lower percentage of our overall receipts in the early part of the buying cycle to allow for additional flexibility to chase receipts based on trending sales, establish a better flow of goods to our stores and maintain better in-stock positions, with the goal of minimizing the risk of future markdowns and out-of-stock positions.

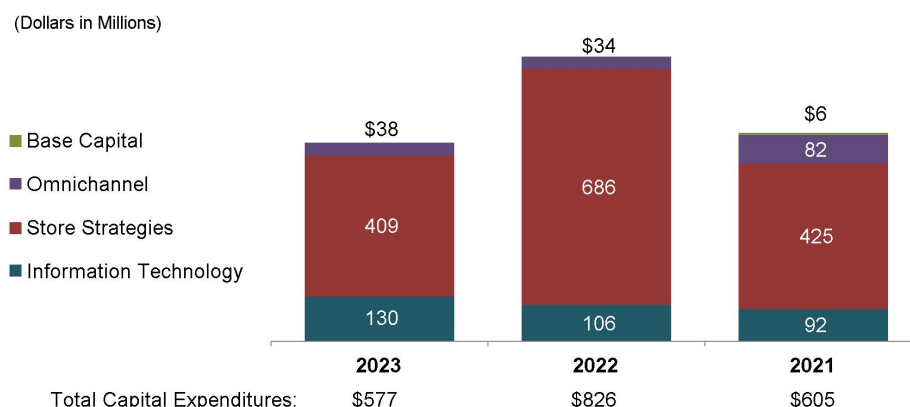
Investing Activities

Our investing cash outflows include payments for capital expenditures, including investments in new and existing stores, improvements to supply chain, and technology costs. Our investing cash inflows are generally from proceeds from sales of property and equipment.

Net cash used in investing activities decreased \$221 million to \$562 million in 2023. The decrease was primarily driven by fewer rollouts of Sephora shop build-outs and store refreshes undertaken in 2023, consistent with our capital expenditure plans for fiscal 2023.

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The following chart summarizes capital expenditures by major category:



In 2023, we opened 254 full size Sephora shops and 45 small format shops. We now have a Sephora presence in over 900 of our stores, including 860 full size 2,500 square foot Sephora shops and 50 small format Sephora shops. In 2024, we are planning to open approximately 140 small format Sephora shops, and plan on opening the remaining Sephora shops in 2025 which will bring a Sephora presence to the entire Kohl's chain. In 2024, we anticipate capital expenditures of approximately \$500 million, including the expansion of Sephora shops, the launch of Babies "R" Us, and the expansion of queuing lines to 350 stores. We will continue to invest in enhancing our omnichannel capabilities.

Financing Activities

Our financing strategy is to ensure adequate liquidity and access to capital markets. We also strive to maintain a balanced portfolio of debt maturities, while minimizing our borrowing costs. Our ability to access the public debt market has provided us with adequate 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.

During the first quarter of 2023, S&P downgraded our senior unsecured credit rating from BB+ to BB and Moody's downgraded our rating from Ba2 to Ba3 while both also revised their outlook to negative. While Fitch reaffirmed our credit rating, they also revised their outlook to negative.

As of February 3, 2024, our credit ratings and outlook were as follows:

	Moody's	S&P	Fitch
Long-term debt	Ba3	BB	BBB-
Outlook	Negative	Negative	Negative

As a result of the downgrades, the interest rate on our 3.375% notes due May 2031 and 9.50% notes due May 2025 increased 50 basis points in May 2023 due to the coupon adjustment provisions within these notes. In 2022, our credit rating was also downgraded which resulted in the interest rates increasing 75 basis points, of which 25 basis points was effective in 2022 and the remaining 50 basis points became effective in May 2023. In total, the interest rate of both these notes have increased 125 basis points since their issuance. If our credit ratings are lowered further, our ability to access the public 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.

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The majority of our financing activities generally include proceeds and/or repayments of long-term debt, dividend payments, and in 2022 and 2021 repurchases of common stock. Financing cash outflows also include payments to our landlords for leases classified as financing leases and financing obligations.

Financing activities used \$576 million in 2023 compared to \$933 million in 2022. The decrease is driven by no treasury stock purchases occurring in 2023 partially offset by repayment of long-term borrowings.

In January 2023, we entered into a Credit Agreement with various lenders which provides for a \$1.5 billion senior secured, asset based revolving credit facility that will mature in January 2028 and replaced our existing senior unsecured revolving credit facility. The revolver is secured by substantially all of our assets other than real estate, and contains customary events of default and financial, affirmative, and negative covenants, including but not limited to, a springing financial covenant related to our fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions, and restricted payments. Outstanding borrowings under the credit facility bear interest at a variable rate based on SOFR plus the applicable margin. Borrowings under the revolving credit facility, recorded as short-term debt, had \$92 million outstanding as of February 3, 2024, and had \$85 million as of January 28, 2023.

In February 2023, \$164 million in aggregate principal amount of our 3.25% notes matured and were repaid, and in December 2023, \$111 million in aggregate principal amount of our 4.75% notes matured and were repaid.

There was no cash used for treasury stock purchases in 2023 compared to \$658 million used in 2022. Share repurchases are discretionary in nature. The timing and amount of repurchases are based upon available cash balances, our stock price, and other factors. As previously noted, we are not planning any share repurchases until our balance sheet is strengthened on a path towards the long term target leverage ratio of 2.5 times adjusted EBITDAR (utilizing an eight times cash rent calculation for lease obligations).

Cash dividend payments were \$220 million (\$2.00 per share) in 2023 and \$239 million (\$2.00 per share) in 2022.

Adjusted Free Cash Flow

We generated \$519 million of adjusted free cash flow for 2023 compared to a negative adjusted free cash flow of \$639 million in 2022. The increase is primarily driven by more cash provided by operating activities due to a higher net income and a reduction in inventory purchases of 9%, and a decrease in capital expenditures related to less Sephora shop build-outs and store refreshes in 2023. Adjusted free cash flow is a non-GAAP financial measure which we define as net cash provided by operating activities and proceeds from financing obligations (which generally represent landlord reimbursements of construction costs) less capital expenditures and finance lease and financing obligation payments. Adjusted free cash flow should be evaluated in addition to, and not considered a substitute for, other financial measures such as net income and net cash provided by operating activities. We believe that adjusted free cash flow represents our ability to generate additional cash flow from our business operations.

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The following table reconciles net cash provided by operating activities (a GAAP measure) to adjusted free cash flow (a non-GAAP measure):

(Dollars in Millions)	2023	2022	2021
Net cash provided by operating activities	\$1,168	\$282	\$2,271
Acquisition of property and equipment	(577)	(826)	(605)
Free cash flow	\$591	\$(544)	\$1,666
Finance lease and financing obligation payments	\$(93)	\$(106)	\$(125)
Proceeds from financing obligations	21	11	15
Adjusted free cash flow	\$519	\$(639)	\$1,556

Key Financial Ratios

Key financial ratios that provide certain measures of our liquidity are as follows:

(Dollars in Millions)	2023	2022
Working capital	\$798	\$621
Current ratio	1.31	1.20

Our working capital and inventory levels typically build throughout the fall, peaking during the November and December holiday selling season.

The increase in our working capital and current ratio are primarily due to a reduction in our short-term debt as we repaid \$275 million in short-term notes that matured as well as a reduction in accounts payable offset by a decrease in inventory due to strong inventory management.

Capital Structure Ratio

The following table shows our capital structure ratio (non-GAAP financial measure):

	2023	2022
Adjusted debt to EBITDAR	3.63	4.92

Adjusted debt to EBITDAR is a non-GAAP financial measure which we define as our adjusted outstanding debt balance divided by EBITDAR. The decrease in our adjusted debt to EBITDAR ratio is driven by higher operating income as well as repayment of long-term debt. We provide our adjusted debt to EBITDAR ratio to our ratings agencies and our current goal is to achieve a ratio of 2.5 which demonstrates our commitment to an investment grade rating and allows us to operate with an efficient capital structure for our size, growth plans, and industry. Adjusted debt to EBITDAR is a liquidity measure and not a measure of financial performance under GAAP and should be considered in addition to, and not as a substitute for debt or other GAAP financial measures of liquidity. Our adjusted debt to EBITDAR calculation may not be comparable to similarly-titled measures reported by other companies.

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The following table includes our adjusted debt to EBITDAR calculation:

(Dollars in Millions)	2023	2022
Finance lease and financing obligations	\$2,763	\$2,880
Borrowings under revolving credit facility	92	85
Long-term debt	1,638	1,912
Total debt	\$4,493	\$4,877
Operating leases	2,883	2,689
Total debt (including operating leases)	\$7,376	\$7,566
Less: Operating lease, finance lease, and financing obligation liabilities (a)	(5,646)	(5,569)
Add: Cash-based lease equivalent debt (a)	4,584	4,488
Adjusted debt	\$6,314	\$6,485
Net income (loss)	\$317	\$(19)
Provision (benefit) for income taxes	56	(39)
Interest expense, net	344	304
Depreciation and amortization	749	808
Rent expense	271	264
EBITDAR (b)	\$1,737	\$1,318
Adjusted debt to EBITDAR	3.63	4.92

(a) Lease obligations presented under US GAAP are replaced with eight times cash rent for operating leases, finance leases, and financial obligations. A summary of cash rent can be found in Note 3 of the Consolidated Financial Statements. Management believes this normalizes for timing within the lease term and the impact of lease amendments triggered by our investment in the Sephora shops.

(b) The EBITDAR component of the adjusted debt to EBITDAR ratio excludes costs (i.e., rent) that are essential to the operation of our leased stores.

Debt Covenant Compliance

Our senior secured, asset based revolving credit facility contains customary events of default and financial, affirmative and negative covenants, including but not limited to, a springing financial covenant relating to our fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions, and restricted payments. As of February 3, 2024, we were in compliance with all covenants.

Contractual Obligations

Material contractual obligations arising in the normal course of business primarily consist of long-term debt and related interest payments, principal and interest payments for leases, and other purchase obligations. See Notes 2 and 3 to the Consolidated Financial Statements for amounts outstanding on February 3, 2024 related to debt and leases.

Other purchase obligations primarily include royalties, legally binding minimum lease and interest payments for stores opening in 2024 or later, as well as payments associated with technology, marketing, and donation agreements. The obligations were \$540 million as of February 3, 2024.

Off-Balance Sheet Arrangements

We have not provided any financial guarantees as of year-end fiscal 2023.

We have not created, and are not party to, any special-purpose or off-balance sheet entities for the purpose of raising capital, incurring debt, or operating our business. We do not have any arrangements or relationships with entities that are not consolidated into the financial statements that are reasonably likely to materially affect our financial condition, liquidity, results of operations, or capital resources.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires us to make estimates and assumptions that affect reported amounts. Management has discussed the development, selection, and disclosure of these estimates and assumptions with the Audit Committee of our Board of Directors.

Retail Inventory Method and Inventory Valuation

The majority of our merchandise inventories are valued at the lower of cost or market using the retail inventory method ("RIM"). Under RIM, the valuation of inventory at cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the retail value of inventory. 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 since permanent markdowns are taken as a reduction of the retail value of inventories. A reserve is recorded if the future estimated selling price is less than cost.

RIM inherently requires management judgment and estimates, such as the amount and timing of permanent markdowns to clear unproductive or slow-moving inventory, which may impact the ending inventory valuation as well as gross margin. Factors considered in the determination of permanent markdowns include current and anticipated demand, customer preferences, age of the merchandise, fashion trends, and weather conditions.

Inventory shrinkage is estimated as a percent of sales for the period between the last physical inventory count and the balance sheet date. Shrink is the difference between the recorded amount of inventory and the physical inventory. We perform an annual physical inventory count at the majority of our stores, E-Commerce fulfillment centers, and distribution centers. The shrinkage rate from the most recent physical inventory, in combination with current events and historical experience, is used as the standard for the shrinkage accrual rate for the next inventory cycle. Historically, our actual physical inventory count results have shown our estimates to be reliable.

Vendor Allowances

We frequently receive allowances from our vendors for markdowns that we have taken in order to sell the vendors' merchandise and/or to support gross margins earned on those sales. This markdown support generally relates to sold inventory or permanent markdowns and, accordingly, is reflected as a reduction to cost of merchandise sold. Markdown support related to merchandise that has not yet been sold is recorded in inventory.

We also receive support from vendors for marketing and other costs that we have incurred to sell the vendors' merchandise. To the extent the reimbursements are for specific, incremental, and identifiable costs incurred to sell the vendor's products and do not exceed the costs incurred, they are recognized as a reduction of Selling, General, and Administrative Expenses. If these criteria are not met, the support is recorded in inventory and reflected as a reduction of costs of merchandise sold when the related merchandise is sold.

Insurance Reserve Estimates

We are primarily self-insured for costs related to workers' compensation, general liability, and employee-related health care benefits. We use a third-party actuary to estimate the liabilities associated with these risks. The actuary considers historical claims experience, demographic and severity factors, health care trends, and actuarial assumptions to estimate the liabilities associated with these risks. Historically, our actuarial estimates have not been materially different from actual results.

Impairment of Long-Lived Assets

We review our long-lived assets for impairment when events or changes in circumstances, such as decisions to close a store or significant cash flow losses, indicate the carrying value of the asset may not be recoverable. All long-lived assets are reviewed for impairment at least annually.

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If our evaluations, which are performed on an undiscounted cash flow basis, indicate that the carrying amount of the asset may not be recoverable, the potential impairment is measured as the excess of carrying value over the fair value of the impaired asset.

Identifying impaired assets and quantifying the related impairment loss, if any, requires significant estimates by management. The most significant of these estimates is the cash flow expected to result from the use and eventual disposition of the asset. When determining the stream of projected future cash flows associated with an individual store, management estimates future store performance including sales, gross margin, and controllable expenses, such as store payroll and occupancy expense. Projected cash flows must be estimated for future periods throughout the remaining life of the property, which may be as many as 40 years in the future. The accuracy of these estimates will be impacted by a number of factors including general economic conditions, changes in competitive landscape, and our ability to effectively manage the operations of the store.

Income Taxes

We regularly evaluate the likelihood of realizing the benefit for income tax positions we have taken in various federal and state filings by considering all relevant facts, circumstances, and information available to us. If we believe it is more likely than not that our position will be sustained, we recognize a benefit at the largest amount which we believe is cumulatively greater than 50% likely to be realized.

Unrecognized tax benefits require significant management judgment regarding applicable statutes and their related interpretation, the status of various income tax audits, and our particular facts and circumstances. Also, as audits are completed or statutes of limitations lapse, it may be necessary to record adjustments to our taxes payable, deferred tax assets, tax reserves, or income tax expense. Although we believe we have adequately reserved for our uncertain tax positions, no assurance can be given that the final tax outcome of these matters will not be different. Income taxes are further described in Note 5 of the Consolidated Financial Statements.

Leases

Accounting for leased properties requires compliance with technical accounting rules and significant judgment by management. Application of these accounting rules and assumptions made by management will determine if the lease is accounted for as a finance lease, an operating lease, or a financing obligation.

The following are significant estimates used by management in accounting for real estate and other leases:

- **Accounting lease term**—Our accounting lease term includes all noncancelable periods and renewal periods that are reasonably assured of being exercised. Typically, renewal options are considered reasonably assured of being exercised if we have made significant leasehold improvements that would exceed the initial or renewal lease term and the cash flow performance of the store remains strong. The expected lease term is used in determining whether the lease is accounted for as an operating lease or a finance lease.
- **Incremental borrowing rate**—The incremental borrowing rate is the rate of interest that the lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. The incremental borrowing rate is used in determining whether the lease is accounted for as an operating lease or a finance lease.
- **Fair market value of leased asset**—The fair market value of leased retail property is generally estimated based on comparable market data as provided by third-party appraisers or consideration received from the landlord. Fair market value is used in determining whether the lease is accounted for as an operating lease or a finance lease.

Leases are further described in Note 3 of the Consolidated Financial Statements.

Sephora Arrangement

In 2020, we entered into an arrangement with Sephora to be the exclusive beauty offering at Kohl's and bring a transformational, elevated beauty experience to Kohl's. We sell prestige beauty products through Sephora-branded retail shops in certain Kohl's stores and through a Sephora-branded offering on Kohls.com. We have opened 860 full size 2,500 square foot Sephora shops and 50 small format Sephora shops to date, and are planning to have a presence in all Kohl's stores by 2025.

Both parties to the arrangement are active participants and are exposed to significant risks and rewards dependent on the success of the activities of the arrangement. The arrangement involves various activities including the merchandising, marketing, and operations of the shops and Kohls.com. Kohl's is the principal on sales transactions with our customers and we recognize sales, cost of merchandise sold, and operating expenses in the respective lines on our consolidated statements of operations. Kohl's owns and manages the inventory and funds capital expenditures for the arrangement. The parties share equally in the operating profit of the arrangement which incorporates all expenses to run the arrangement including depreciation expense related to the assets. Amounts due to Sephora for their share of the operating profits are recorded in cost of merchandise sold.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Our operating results are subject to interest rate risk as the \$600 million of notes issued in April 2020, \$113 million of which remain outstanding, and the \$500 million of notes issued in March 2021 include coupon rate step ups if our long-term debt is downgraded to below a BBB- credit rating by S&P Global Ratings or Baa3 by Moody's Investors Service, Inc., both of which occurred in 2022 and 2023. All other long-term debt is at fixed interest rates and, therefore, is not affected by changes in interest rates. When our long-term debt instruments mature, we may refinance them at the existing market interest rates, which may be more or less than interest rates on the maturing debt.

We are also subject to interest rate risk from changes in the interest rates under our \$1.5 billion revolving credit facility. Outstanding borrowings under the credit facility bear interest at a variable rate based on SOFR plus the applicable margin. Outstanding borrowings under the revolving credit facility, recorded as short-term debt, were \$92 million as of February 3, 2024.

We share in the net risk-adjusted revenue of the Kohl's credit card portfolio as defined by the sum of finance charges, late fees, and other revenue less write-offs of uncollectible accounts. We also share the costs of funding the outstanding receivables as interest rates exceed defined rates. As a result, our share of profits from the credit card portfolio may be negatively impacted by increases in interest rates. The reduced profitability, if any, will be impacted by various factors, including our ability to pass higher funding costs on to the credit card holders and the outstanding receivable balance, and cannot be reasonably estimated at this time. Additionally, the CFPB finalized a rule in March 2024 which will lower the safe harbor dollar amount credit card companies can charge for late fees for a late payment. The rule will have a negative impact on our credit card revenues if our steps to mitigate the impact of such rule are not successful.

Item 8. Financial Statements and Supplementary Data

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Schedules have been omitted as they are not applicable.

Report Of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Kohl's Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Kohl's Corporation (the Company) as of February 3, 2024 and January 28, 2023, the related consolidated statements of operations, changes in shareholders' equity and cash flows for each of the three years in the period ended February 3, 2024, 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 Company at February 3, 2024 and January 28, 2023, and the results of its operations and its cash flows for each of the three years in the period ended February 3, 2024, 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 Company's internal control over financial reporting as of February 3, 2024, 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 21, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company'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 Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the 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.

Merchandise Inventories

Description of the Matter

At February 3, 2024, the Company's merchandise inventories balance was \$2.9 billion. As described in Note 1 to the consolidated financial statements, merchandise inventories are valued at the lower of cost or market using the retail inventory method ("RIM"). Under RIM, the valuation of inventory at cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the retail value of inventory. RIM is an averaging method that has been widely used in the retail industry due to its practicality. The use of RIM results in inventory valued at lower of cost or market since permanent markdowns are taken as a reduction to the retail value of inventories.

The calculation of inventory under RIM includes a number of inputs including the retail value of inventory, cost value of inventory and adjustments to inventory costs such as markdown allowances, shrinkage and permanent markdowns. As a result of the number of inputs and the involvement of multiple software applications used to capture the high volume of transactions processed by the Company, auditing inventory requires extensive audit effort. In addition, 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 software applications including those developed by the Company.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's inventory process, including the RIM calculation and underlying IT general controls, and controls over the data transfers between applications.

Our substantive audit procedures included, among others, evaluating the key inputs into the RIM calculation, including purchases, sales, shrinkage, vendor allowances and markdowns. Our testing included agreeing data back to source information including third party vendor invoices, third party inventory count information, and cash receipts. We also performed analytical procedures including margin analysis, analytics with respect to key inventory metrics such as shrinkage, turns and store inventory in conjunction with analysis related to markdowns and purchase price adjustments.

Unrecognized Tax Benefits

Description of the Matter

As described in Note 5 to the consolidated financial statements, at February 3, 2024, the Company had gross unrecognized tax benefits of \$200 million. The Company's uncertain tax positions are subject to audit by federal and state taxing authorities, and the resolution of such audits may span multiple years.

Management's analysis of extent to which its tax positions in certain jurisdictions are more-likely-than-not to be sustained was significant to our audit because the amounts are material to the financial statements and the related assessment process is complex and involves significant judgments. Such judgments included the interpretation of laws, regulations, and tax rulings related to uncertain tax positions.

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*How We Addressed
the Matter in Our
Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's process to assess whether tax positions are more-likely-than-not to be sustained upon examination. For example, we tested controls over management's identification of uncertain tax positions and its application of the recognition and measurement principles, including management's review of the inputs and calculations of unrecognized tax benefits resulting from uncertain tax positions.

To test management's recognition and measurement of liabilities associated with uncertain tax positions, our audit procedures included, among others, evaluation of the status of open income tax examinations and the potential implications of those examinations on the current year income tax provision based on the application of income tax laws. We analyzed the Company's assumptions and data used to determine the amount of tax benefit to recognize and tested the accuracy of the calculations. We also tested the technical merits of existing positions, including an evaluation of whether the positions are more-likely-than-not to be sustained in an examination and the statute of limitations assumptions related to the Company's calculation of liabilities for uncertain tax positions. We involved our tax professionals to assist in the evaluation of tax law relative to the Company's open income tax examinations and changes from prior years.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1986.

Milwaukee, Wisconsin
March 21, 2024

KOHL'S CORPORATION
CONSOLIDATED BALANCE SHEETS

(Dollars in Millions)	February 3, 2024	January 28, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$	\$
	183	153
Merchandise inventories		
	2,880	3,189
Other		
	347	394
Total current assets		
	3,410	3,736
Property and equipment, net		
	7,720	7,926
Operating leases		
	2,499	2,304
Other assets		
	380	379
Total assets	\$	\$
	14,009	14,345
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	\$	\$
	1,134	1,330
Accrued liabilities		
	1,201	1,220
Borrowings under revolving credit facility		
	92	85
Current portion of:		
Long-term debt		
	—	275
Finance leases and financing obligations		
	83	94
Operating leases		
	102	111
Total current liabilities		
	2,612	3,115
Long-term debt		
	1,638	1,637
Finance leases and financing obligations		
	2,680	2,786

Operating leases	2,781	2,578
Deferred income taxes	107	129
Other long-term liabilities	298	337
Shareholders' equity:		
Common stock -		
161 and		
378 million shares issued	2	4
Paid-in capital	3,528	3,479
Treasury stock, at cost,		
50 and	((
267 million shares	2,571)	13,715)
Retained earnings	2,934	13,995
Total shareholders' equity	\$ 3,893	\$ 3,763
Total liabilities and shareholders' equity	\$ 14,009	\$ 14,345

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS

(Dollars in Millions, Except per Share Data)	2023	2022	2021
Net sales	\$ 16,586	\$ 17,161	\$ 18,471
Other revenue	890	937	962
Total revenue	17,476	18,098	19,433
Cost of merchandise sold	10,498	11,457	11,437
Operating expenses:			
Selling, general, and administrative	5,512	5,587	5,478
Depreciation and amortization	749	808	838
Operating income	717	246	1,680
Interest expense, net	344	304	260
Loss on extinguishment of debt			201
	—	—	
Income (loss) before income taxes	373	(58)	1,219
Provision (benefit) for income taxes	56	(39)	281
Net income (loss)	\$ 317	\$(19)	\$ 938
Net income (loss) per share:			
Basic	\$ 2.88	\$(0.15)	\$ 6.41
Diluted	\$ 2.85	\$(0.15)	\$ 6.32

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(Dollars in Millions, Except per Share Data)	2023	2022	2021
Common stock			
	\$	\$	\$
	4	4	4
Balance, beginning of period			
Stock-based awards	—	—	—
	(
	2		
Retirement of treasury stock)	—	—
	\$	\$	\$
	2	4	4
Balance, end of period			
Paid-in capital			
	\$	\$	\$
	3,479	3,375	3,319
Balance, beginning of period			
Stock-based awards	49	39	56
		65	
Final settlement of accelerated share repurchase	—		—
	\$	\$	\$
	3,528	3,479	3,375
Balance, end of period			
Treasury stock			
	\$(\$(\$(
	13,715	12,975	11,595
Balance, beginning of period)))
		((
Treasury stock purchases	—	723	1,355
	())
	(((
	16	21	27
Stock-based awards)))
	3	4	2
Dividends paid			
	11,157		
Retirement of treasury stock		—	—
	\$(\$(\$(
	2,571	13,715	12,975
Balance, end of period)))
Retained earnings			
	\$	\$	\$
	13,995	14,257	13,468
Balance, beginning of period		(
Net (loss) earnings	317	19	938
	(((
	223	243	149
Dividends paid)))

	(
	11,155		
Retirement of treasury stock)	—	—
	\$	\$	\$
	2,934	13,995	14,257
Balance, end of period			
	\$	\$	\$
	3,893	3,763	4,661
Total shareholders' equity, end of period			
Common stock			
	378	377	377
Shares, beginning of period			
		1	
Stock-based awards	—		—
	(
	217		
Retirement of treasury stock)	—	—
	161	378	377
Shares, end of period			
Treasury stock			
	(((
	267	246	219
Shares, beginning of period)))
		((
		21	27
Treasury stock purchases	—))
	217		
Retirement of treasury stock	(—	—
	(((
	50	267	246
Shares, end of period)))
	111	111	131
Total shares outstanding, end of period			
	\$	\$	\$
Dividends paid per common share	2.00	2.00	1.00

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Dollars in Millions)	2023	2022	2021
Operating activities			
Net income (loss)	\$ 317	\$(19)	\$ 938
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	749	808	838
Share-based compensation	42	30	48
Deferred income taxes	(8)	(84)	(92)
Loss on extinguishment of debt	—	—	201
Non-cash lease expense	92	106	139
Other non-cash expense	6	30	12
Changes in operating assets and liabilities:			
Merchandise inventories	315	(116)	(467)
Other current and long-term assets	11	87	569
Accounts payable	(196)	(353)	206
Accrued and other long-term liabilities	(67)	(99)	21
Operating lease liabilities	(93)	(108)	(142)
Net cash provided by operating activities	1,168	282	2,271
Investing activities			
Acquisition of property and equipment	(577)	(826)	(605)
Proceeds from sale of real estate	26	43	35
Other	(11)	—	—
Net cash used in investing activities	(562)	(783)	(570)
Financing activities			

Proceeds from issuance of debt			500
	—	—	
Net borrowings under revolving credit facility	7	85	—
Deferred financing costs		((
		6	8
	—))
Treasury stock purchases		((
		658	1,355
	—))
Shares withheld for taxes on vested restricted shares	(((
	16	21	27
)))
Dividends paid	(((
	220	239	147
)))
Repayment of long-term borrowings	((
	275		1,044
)	—)
Premium paid on redemption of debt			(
			192
	—	—)
Finance lease and financing obligation payments	(((
	93	106	125
)))
Proceeds from financing obligations			
	21	11	15
Proceeds from stock option exercises		1	1
	—		
Other			(
			3
	—	—)
Net cash used in financing activities	(((
	576	933	2,385
)))
Net increase (decrease) in cash and cash equivalents		((
	30	1,434	684
))
Cash and cash equivalents at beginning of period			
	153	1,587	2,271
Cash and cash equivalents at end of period	\$	\$	\$
	183	153	1,587
Supplemental information			
Interest paid, net of capitalized interest	\$	\$	\$
	331	284	246
Income taxes paid			
	69	111	370

See accompanying Notes to Consolidated Financial Statements

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1. Business and Summary of Accounting Policies

Business

As of February 3, 2024, we operated

1,174

stores and a website (www.Kohls.com). Our Kohl's stores and website sell moderately-priced private and national brand apparel, footwear, accessories, beauty, and home products. Our Kohl's stores generally carry a consistent merchandise assortment with some differences attributable to local preferences, store size, and Sephora. Our website includes merchandise which is available in our stores, as well as merchandise which is available only online.

Our authorized capital stock consists of

800

million shares of \$

0.01

par value common stock and

10

million shares of \$

0.01

par value preferred stock.

Consolidation

The Consolidated Financial Statements include the accounts of Kohl's Corporation and its subsidiaries including Kohl's, Inc., its primary operating company. All intercompany accounts and transactions have been eliminated.

Accounting Period

Our fiscal year ends on the Saturday closest to January 31st each year. Unless otherwise stated, references to years in these notes relate to fiscal years rather than to calendar years. The following fiscal periods are presented in these notes:

Fiscal Year	Ended	Number of Weeks
2023		
	February 3, 2024	53
2022		
	January 28, 2023	52
2021		
	January 29, 2022	52

Use of Estimates

The preparation of Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

In addition to money market investments, cash equivalents include commercial paper and certificates of deposit with original maturities of three months or less. We carry these investments at cost which approximates fair value.

Also included in cash and cash equivalents are amounts due from credit card transactions with settlement terms of less than five days. Credit and debit card receivables included within cash were \$

74

million at February 3, 2024 and \$

76

million at January 28, 2023.

Merchandise Inventories

The majority of our merchandise inventories are valued at the lower of cost or market using RIM. Under RIM, the valuation of inventory at cost and the resulting gross margins are calculated by applying a cost-to-retail ratio to the retail value of inventory. 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 since permanent markdowns are taken as a reduction of the retail value of inventories. A reserve is recorded if the future estimated selling price is less than cost.

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Other Current Assets

Other current assets consist of the following:

(Dollars in Millions)	February 3, 2024	January 28, 2023
	\$	\$
Prepays	166	170
	157	183
Other receivables		
Income taxes receivable (a)	10	27
Other	14	14
Other current assets	\$	\$
	347	394

(a) See Note 5 of the Consolidated Financial Statements for further discussion on income taxes.

Property and Equipment

Property and equipment consist of the following:

(Dollars in Millions)	February 3, 2024	January 28, 2023
Land	\$	\$
	1,088	1,100
Buildings and improvements:		
Owned	8,377	8,225
Leased	2,369	2,446
Fixtures and equipment	1,718	1,807
Information technology	1,326	1,580
Construction in progress	56	49
Total property and equipment, at cost	14,934	15,207
Less accumulated depreciation and amortization	((
	7,214	7,281
))
Property and equipment, net	\$	\$
	7,720	7,926

Certain amounts in the prior period related to the removal of fully depreciated assets no longer in use have been reclassified to conform with the current year's presentation.

Construction in progress includes property and equipment which is not ready for its intended use.

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Owned buildings and improvements include owned buildings on owned and leased land as well as leasehold improvements on leased properties. Leased property and improvements to leased property are amortized on a straight-line basis over the term of the lease or useful life of the asset, whichever is less. Leases are further described in Note 3 of the Consolidated Financial Statements.

The annual provisions for depreciation and amortization generally use the following ranges of useful lives:

Buildings and improvements	5 - 40 years
Fixtures and equipment	3 - 15 years
Information technology	3 - 5 years

As of February 3, 2024, and January 28, 2023, we had assets held for sale of \$

19
million.

Long-Lived Assets

All property and equipment and other long-lived assets are reviewed for potential impairment at least annually or when events or changes in circumstances indicate that the asset's carrying value may not be recoverable. If such indicators are present, it is determined whether the sum of the estimated undiscounted future cash flows attributable to such assets is less than the carrying value of the assets. A potential impairment has occurred if projected future undiscounted cash flows are less than the carrying value of the assets.

No
impairments were recorded in 2023. An impairment of \$
22
million was recorded in 2022 related to corporate facilities in Selling, General, and Administrative Expenses.
No
impairments were recorded in 2021.

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Other Noncurrent Assets

Other noncurrent assets consist of the following:

(Dollars in Millions)	February 3, 2024	January 28, 2023
Income taxes receivable (a)	\$	\$
	200	195
Deferred tax assets (a)		
	32	46
Other		
	148	138
Other noncurrent assets	\$	\$
	380	379

(a) See Note 5 of the Consolidated Financial Statements for further discussion on income taxes.

Accrued Liabilities

Accrued liabilities consist of the following:

(Dollars in Millions)	February 3, 2024	January 28, 2023
Gift cards and merchandise return cards	\$	\$
	327	356
Sales, property, and use taxes		
	162	184
Payroll and related fringe benefits		
	138	141
Income taxes payable (a)		
	40	12
Other		
	534	527
Accrued liabilities	\$	\$
	1,201	1,220

(a) See Note 5 of the Consolidated Financial Statements for further discussion on income taxes.

Self-Insurance

We use a combination of insurance and self-insurance for a number of risks.

We retain the initial risk of \$

500,000
per occurrence in workers' compensation claims and \$

250,000
per occurrence in general liability claims. We record reserves for workers' compensation and general liability claims which include the total amounts that we expect to pay for a fully developed loss and related expenses, such as fees paid to attorneys, experts, and investigators.

We are fully self-insured for employee-related health care benefits, a portion of which is paid by our associates.

We use a third-party actuary to estimate the liabilities associated with workers' compensation, general liability, and employee-related health care risks. These liabilities include amounts for both reported claims and incurred, but not reported losses. The total liabilities, net of collateral held by third parties, for these risks were \$

54
million as of February 3, 2024 and \$

55
million as of January 28, 2023.

For property losses, we are subject to a \$

5 million self-insured retention ("SIR"). Once the SIR is incurred, each loss is subject to a \$

250,000 deductible, except for flooding in high hazard zones which is subject to a \$

1 million deductible, and catastrophic events, such as earthquakes and windstorms, which are subject to a

2 -

5 % deductible.

Treasury Stock

We account for repurchases of common stock and shares withheld in lieu of taxes when restricted stock vests using the cost method with common stock in treasury classified in the Consolidated Balance Sheets as a reduction of shareholders' equity.

We retired

217 million shares of treasury stock during the first quarter of 2023. The shares were returned to the status of authorized but unissued shares. The retirement of treasury stock is recognized as a deduction from common stock for the shares' par value and any excess of cost over par as a deduction from retained earnings.

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On August 18, 2022, we entered into an accelerated share repurchase agreement ("ASR") with Goldman Sachs to repurchase \$

500 million of the Company's common stock. This ASR was part of the \$

3.0 billion share repurchase program authorized by our Board of Directors in February 2022. On August 22, 2022, we received an initial delivery of

11.8 million shares of common stock, representing

80 % of the total shares expected to be repurchased under the ASR. Final settlement occurred on November 7, 2022, with an additional

6.1 million shares of common stock being delivered, resulting in a total of

17.9 million shares with an average purchase price of approximately \$

28 per share.

Revenue Recognition

Net Sales

Net sales includes revenue from the sale of merchandise, net of expected returns and deferrals due to future performance obligations, and shipping revenues. Net sales are recognized when merchandise is received by the customer and we have fulfilled all performance obligations. We do not have any sales that are recorded as commissions.

The following table summarizes net sales by line of business:

(Dollars in Millions)	2023	2022	2021
Women's	\$ 4,281	\$ 4,654	\$ 4,927
Men's	3,455	3,679	3,867
Accessories (including Sephora)	2,813	2,279	2,100
Home	2,533	2,791	3,344
Children's	2,060	2,176	2,435
Footwear	1,444	1,582	1,798
Net Sales	\$ 16,586	\$ 17,161	\$ 18,471

- We maintain various rewards programs where customers earn rewards based on their spending and other promotional activities. The rewards are typically in the form of dollar-off discounts which can be used on future purchases. These programs create performance obligations which require us to defer a portion of the original sale until the rewards are redeemed.
- Sales are recorded net of returns. We record a reserve based on historical return rates and patterns which reverses sales that we expect to be returned in the following period.
- Revenue from the sale of Kohl's gift cards is recognized when the gift card is redeemed. During each of the fiscal years 2023, 2022, and 2021, net sales of \$

149 million, \$

158 million, and \$

153 million, respectively, were recognized from gift cards redeemed during the current year and issued in prior years.

- Net sales do not include sales tax as we are considered a pass-through conduit for collecting and remitting sales taxes.

Other Revenue

Other revenue includes revenue from credit card operations, third-party advertising on our website, unused gift cards and merchandise return cards (breakage), and other non-merchandise revenue.

Revenue from credit card operations includes our share of the finance charges, late fees, and other revenue less write-offs of uncollectible accounts of the Kohl's credit card pursuant to the Credit Card Program Agreement. Expenses related to our credit card operations are reported in Selling, General, and Administrative Expenses.

Revenue from unredeemed gift cards and merchandise return cards (breakage) is recorded in proportion to and over the time period the cards are actually redeemed.

Cost of Merchandise Sold and Selling, General, and Administrative Expenses

The following table illustrates the primary costs classified in Cost of Merchandise Sold and Selling, General, and Administrative Expenses:

Cost of Merchandise Sold	Selling, General, and Administrative Expenses
<ul style="list-style-type: none"> • Total cost of products sold including product development costs, net of vendor payments other than reimbursement of specific, incremental, and identifiable costs • Inventory shrink • Markdowns • Freight expenses associated with moving merchandise from our vendors to our distribution centers • Shipping expenses for digital sales • Terms cash discount 	<ul style="list-style-type: none"> • Compensation and benefit costs including: <ul style="list-style-type: none"> • Stores • Corporate, including buying • Distribution centers • Occupancy and operating costs of our retail, distribution, and corporate facilities • Expenses related to our credit card operations • Freight expenses associated with moving merchandise from our distribution centers to our retail stores and between distribution and retail facilities other than expenses to fulfill digital sales • Marketing expenses, offset by vendor payments for reimbursement of specific, incremental, and identifiable costs • Other non-operating revenues and expenses

The classification of these expenses varies across the retail industry.

Vendor Allowances

We receive consideration for a variety of vendor-sponsored programs, such as markdown allowances, and promotion and marketing support. The vendor consideration is recorded as earned either as a reduction of Cost of Merchandise Sold or Selling, General, and Administrative Expenses. Promotional and marketing allowances are intended to offset our marketing costs to promote vendors' merchandise. Markdown allowances are recorded as a reduction of inventory costs.

Fair Value

Fair value measurements are required to be classified and disclosed in one of the following pricing categories:

Level 1:	Financial instruments with unadjusted, quoted prices listed on active market exchanges.
Level 2:	Financial instruments lacking unadjusted, quoted prices from active market exchanges, including over-the-counter traded financial instruments. The prices for the financial instruments are determined using prices for recently traded financial instruments with similar underlying terms as well as directly or indirectly observable inputs, such as interest rates and yield curves that are observable at commonly quoted intervals.
Level 3:	Financial instruments that are not actively traded on a market exchange. This category includes situations where there is little, if any, market activity for the financial instrument. The prices are determined using significant unobservable inputs or valuation techniques.

Current assets and liabilities are reported at cost, which approximates fair value. Cash and cash equivalents are classified as Level 1 as carrying value approximates fair value because maturities are less than three months.

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Marketing

Marketing costs are expensed when the marketing is first seen. Marketing costs, net of related vendor allowances, are as follows:

(Dollars in Millions)	2023	2022	2021
Gross marketing costs	\$ 839	\$ 940	\$ 948
Vendor allowances	(43)	(57)	(55)
Net marketing costs	\$ 796	\$ 883	\$ 893
Net marketing costs as a percent of total revenue	4.6 %	4.9 %	4.6 %

Income Taxes

Income taxes are accounted for under the asset and liability method. Under this method, deferred tax assets and liabilities are recorded based on differences between the amounts of assets and liabilities recognized for financial reporting purposes and such amounts recognized for income tax purposes. Deferred tax assets and liabilities are calculated using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. We establish valuation allowances for deferred tax assets when we believe it is more likely than not that the asset will not be realizable for tax purposes. We recognize interest and penalty expense related to unrecognized tax benefits in our provision for income tax expense.

Net Income (Loss) Per Share

Basic net income (loss) per share is net income (loss) divided by the average number of common shares outstanding during the period. Diluted net income (loss) per share includes incremental shares assumed for share-based awards and stock warrants. The potentially dilutive shares outstanding during the period include unvested restricted stock units, unvested restricted stock awards, and warrants, which utilize the treasury stock method, as well as unvested performance share units that utilize the contingently issuable share method. Potentially dilutive shares are excluded from the computations of diluted earnings per share ("EPS") if their effect would be anti-dilutive.

The information required to compute basic and diluted net income (loss) per share is as follows:

(Dollars and Shares in Millions, Except per Share Data)	2023	2022	2021
Numerator—Net income (loss)	\$ 317	\$(19)	\$ 938
Denominator—Weighted-average shares:			
Basic	110	120	146
Dilutive impact	1	—	2
Diluted	111	120	148
Net income (loss) per share:			
Basic	\$ 2.88	\$(0.15)	\$ 6.41
Diluted	\$ 2.85	\$(0.15)	\$ 6.32

The following potential shares of common stock were excluded from the diluted net income (loss) per share calculation because their effect would have been anti-dilutive:

(Shares in Millions)	2023	2022	2021
Anti-dilutive shares	3	4	2

Share-Based Awards

Stock-based compensation expense is generally recognized on a straight-line basis over the vesting period based on the fair value of awards which are

expected to vest. The fair value of all share-based awards is estimated on the date of grant.

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Recent Accounting Pronouncements

Accounting Standards Issued and Adopted

There are no recently issued accounting pronouncements that had a material impact on our financial statements.

Accounting Standards Issued but not yet Effective

Standard	Description	Effect on our Financial Statements
Segment Reporting (ASU 2023-07) Issued November 2023 Effective for Fiscal Years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024	The amendments in this ASU improve reportable segment disclosure requirements, primarily through enhanced disclosures around significant segment expenses.	We are evaluating the impact of the new required disclosures on our financial statements but do not expect the effect of the adoption to be material.
Income Taxes (ASU 2023-09) Issued December 2023 Effective for Fiscal Years beginning after December 15, 2024	The ASU requires entities to provide additional information in the rate reconciliation table and additional disclosures around income taxes paid.	We are evaluating the impact of the new required disclosures on our financial statements but do not expect the effect of the adoption to be material.

2. Debt

Long-term debt, which excludes borrowings on the revolving credit facility, consists of the following unsecured debt:

Maturity (Dollars in Millions)	Effective Rate at Issuance	Coupon Rate	Outstanding	
			February 3, 2024	January 28, 2023
2023				\$
	3.25 %	3.25 %	\$—	164
2023				
	4.78 %	4.75 %	—	111
2025				
	9.50 %	10.75 %	113	113
2025				
	4.25 %	4.25 %	353	353
2029				
	7.36 %	7.25 %	42	42
2031				
	3.40 %	4.63 %	500	500
2033				
	6.05 %	6.00 %	112	112
2037				
	6.89 %	6.88 %	101	101
2045				
	5.57 %	5.55 %	427	427
Outstanding unsecured senior debt			1,648	1,923
Unamortized debt discounts and deferred financing costs			(10)	(11)

Current portion of unsecured senior debt		(
		275
	—)
Long-term unsecured senior debt	\$	\$
	1,638	1,637
Effective interest rate at issuance	5.06%	4.89%

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Our estimated fair value of unsecured senior long-term debt is determined using Level 1 inputs, using financial instruments with unadjusted, quoted prices listed on active market exchanges. The estimated fair value of our unsecured senior debt was \$

1.3
billion at February 3, 2024 and \$

1.6
billion at January 28, 2023.

In 2023, \$

164
million in aggregate principal amount of our

3.25
% notes and \$

111
million in aggregate principal amount of our

4.75
% notes matured and were repaid.

During the first quarter of 2023, S&P downgraded our senior unsecured credit rating from BB+ to BB and Moody's downgraded our rating from Ba2 to Ba3. As a result of the downgrades, the interest rate on our

3.375
% notes due May 2031 and

9.50
% notes due May 2025 increased

50
basis points in May 2023 due to the coupon adjustment provisions within these notes. Our credit rating was also downgraded in 2022. This resulted in the interest rates increasing

75
basis points, with

25
basis points effective in 2022 and the remaining

50
basis points effective in May 2023. In total, the interest rate of both these notes have increased

125
basis points since their issuance.

Borrowings under the revolving credit facility, recorded as short-term debt, were \$

92
million as of February 3, 2024, and \$

85
million as of January 28, 2023. Outstanding borrowings under the credit facility bear interest at a variable rate based on SOFR plus the applicable margin. As of February 3, 2024, we had \$

26
million of standby and trade letters of credit outstanding under the credit facility, which reduces the available borrowing capacity.

Our various debt agreements contain covenants including limitations on additional indebtedness and certain financial tests. As of February 3, 2024, we were in compliance with all covenants of the various debt agreements.

We also had outstanding standby and trade letters of credit outside of the credit facility totaling approximately \$

12
million at February 3, 2024.

3. Leases

We lease certain property and equipment used in our operations. Some of our store leases include additional rental payments based on a percentage of sales over contractual levels or payments that are adjusted periodically for inflation. Our typical store lease has an initial term of 20 to 25 years and four to eight five-year renewal options.

Lease assets represent our right to use an underlying asset for the lease term. Lease assets are recognized at commencement date based on the value of the lease liability and are adjusted for any lease payments made to the lessor at or before commencement date, minus any lease incentives received and any initial direct costs incurred by the lessee.

Lease liabilities represent our contractual obligation to make lease payments. At the commencement date, the lease liabilities equal the present value of minimum lease payments over the lease term. As the implicit interest rate is not readily identifiable in our leases, we estimate our collateralized incremental borrowing rate to calculate the present value of lease payments.

Leases with a term of 12 months or less are excluded from the balance; we recognize lease expense for these leases on a straight-line basis over the

lease term. We combine lease and non-lease components for new and modified leases.

We opened

254

full size Sephora shops within our Kohl's stores during 2023 and now have

860

full size Sephora shops open as of the end of the fiscal year. Due to the investments we made in the full size Sephora shops, we reassessed our lease term when construction began as these assets will have significant economic value to us when

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the lease term becomes exercisable. The impact of these assessments resulted in additional lease term, additional lease assets and liabilities, and, in some cases, changes to the classification.

The following tables summarize our operating and finance leases, which are predominately store related, and where they are presented in our Consolidated Financial Statements:

Consolidated Balance Sheets				
(Dollars in Millions)	Classification	February 3, 2024	January 28, 2023	
Assets				
		\$	\$	
Operating leases	Operating leases	2,499	2,304	
Finance leases	Property and equipment, net	1,883	2,033	
Total operating and finance leases		4,382	4,337	
Liabilities				
Current				
Operating leases	Current portion of operating leases	102	111	
Finance leases	Current portion of finance leases and financing obligations	74	76	
Noncurrent				
Operating leases	Operating leases	2,781	2,578	
Finance leases	Finance leases and financing obligations	2,242	2,344	
		\$	\$	
Total operating and finance leases		5,199	5,109	

Consolidated Statement of Operations				
(Dollars in Millions)	Classification	2023	2022	2021
		\$	\$	\$
Operating leases	Selling, general, and administrative	271	264	298
Finance Leases				
Amortization of leased assets	Depreciation and amortization	121	126	98
Interest on leased assets	Interest expense, net	144	140	111
		\$	\$	\$
Total operating and finance leases		536	530	507

Consolidated Statement of Cash Flows				
(Dollars in Millions)		2023	2022	2021
Cash paid for amounts included in measurement of leased liabilities				
		\$	\$	\$
Operating cash flows from operating leases		272	266	311
Operating cash flows from finance leases		140	133	105

Financing cash flows from finance leases	78	86	93
--	----	----	----

The following table summarizes future lease payments by fiscal year:

(Dollars in millions)	Operating Leases	February 3, 2024 Finance Leases	Total
	\$	\$	\$
2024	268	213	481
2025	263	208	471
2026	256	206	462
2027	256	205	461
2028	254	202	456
After 2028	3,902	3,303	7,205
	\$	\$	\$
Total lease payments	5,199	4,337	9,536
	(((
Amount representing interest	2,316	2,021	4,337
)))
	\$	\$	\$
Lease liabilities	2,883	2,316	5,199

Total lease payments include \$

3.9 billion related to options to extend operating lease terms that are reasonably certain of being exercised and \$

3.2 billion related to options to extend finance lease terms that are reasonably certain of being exercised. Additionally, total lease payments exclude \$

13 million of legally binding lease payments for leases signed but not yet commenced.

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The following table summarizes weighted-average remaining lease term and discount rate:

	February 3, 2024	January 28, 2023
Weighted-average remaining term (years)		
Operating leases	20	20
Finance leases	20	20
Weighted-average discount rate		
Operating leases	6 %	6 %
Finance leases	6 %	6 %

Other lease information is as follows:

(Dollars in Millions)	2023	2022	2021
Property and equipment acquired (disposed) through exchange of:			
	(
Finance lease liabilities	36)	714	841
Operating lease liabilities	278	179	2

Financing Obligations

Historical failed sale-leasebacks that did not qualify for sale-leaseback accounting upon adoption of ASC 842 continue to be accounted for as financing obligations.

The following tables summarize our financing obligations, which are all store related, and where they are presented in our Consolidated Financial Statements:

Consolidated Balance Sheets		February 3, 2024	January 28, 2023
(Dollars in millions)	Classification		
Assets			
		\$	\$
Financing obligations	Property and equipment, net	44	49
Liabilities			
Current	Current portion of finance leases and financing obligations	9	18
Noncurrent	Finance leases and financing obligations	438	442
		\$	\$
Total financing obligations		447	460

Consolidated Statement of Operations		2023	2022	2021
(Dollars in millions)	Classification			
		\$	\$	\$
Amortization of financing obligation assets	Depreciation and amortization	5	7	10
Interest on financing obligations	Interest expense, net	70	58	41

	\$	\$	\$
Total financing obligations	75	65	51

Consolidated Statement of Cash Flows			
(Dollars in millions)	2023	2022	2021
Cash paid for amounts included in measurement of financing obligations	\$	\$	\$
Operating cash flows from financing obligations	68	56	40
Financing cash flows from financing obligations	15	20	32
Proceeds from financing obligations	21	11	15

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The following table summarizes future financing obligation payments by fiscal year:

(Dollars in millions)	February 3, 2024 Financing Obligations
	\$
2024	73
2025	79
2026	79
2027	79
2028	76
After 2028	1,163
	\$
Total lease payments	1,549
Non-cash gain on future sale of property	115
	(
Amount representing interest	1,217
)
	\$
Financing obligation liability	447
Total payments exclude \$	
21	
million of legally binding payments for contracts signed, but not yet commenced.	

The following table summarizes the weighted-average remaining term and discount rate for financing obligations:

	February 3, 2024	January 28, 2023
Weighted-average remaining term (years)	16	13
Weighted-average discount rate	16 %	14 %

The following table shows the cash rent out flows for the operating leases, finance leases, and financing obligations:

Consolidated Statement of Cash Flows	2023	2022	2021
(Dollars in millions)			
	\$	\$	\$
Operating cash flows from operating leases	272	266	311
Operating cash flows from finance leases	140	133	105
Financing cash flows from finance leases	78	86	93

Operating cash flows from financing obligations	68	56	40
Financing cash flows from financing obligations	15	20	32
	\$	\$	\$
Total cash rent	573	561	581

4. Benefit Plans

We have a defined contribution savings plan covering all full-time and certain part-time associates. Participants in this plan may invest up to

99
% of their base compensation, subject to certain statutory limits. We match 100% of the first

5
% of each participant's contribution, subject to certain statutory limits.

We also offer a non-qualified deferred compensation plan to a group of executives which provides for pre-tax compensation deferrals up to

75
% of salary and 100% of bonus. Deferrals and earned investment returns are

100
% vested.

The total costs for both of these benefit plans were \$

52
million for 2023, \$

50
million for 2022 and \$

51
million for 2021.

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5. Income Taxes

Deferred income taxes consist of the following:

(Dollars in Millions)	February 3, 2024	January 28, 2023
Deferred tax liabilities:		
	\$	\$
Property and equipment	521	542
Lease assets	1,151	1,140
Merchandise inventories	45	33
Total deferred tax liabilities	1,717	1,715
Deferred tax assets:		
Lease obligations	1,468	1,448
Accrued and other liabilities, including stock-based compensation	200	201
Federal benefit on state tax reserves	21	26
Valuation allowance	(47)	(43)
Total deferred tax assets	1,642	1,632
	\$	\$
Net deferred tax liability	75	83

Deferred tax assets included in other long-term assets totaled \$

32 million as of February 3, 2024 and \$

46 million as of January 28, 2023. As of February 3, 2024, the Company had state net operating loss carryforwards, net of valuation allowances, of \$

28 million, and state credit carryforwards, net of valuation allowances, of \$

4 million, which will expire between 2024 and 2044. As of January 28, 2023, state net operating loss carryforwards, net of valuation allowances, were \$

41 million, and state credit carryforwards, net of valuation allowances, were \$

3 million.

The components of the Provision (benefit) for income taxes were as follows:

(Dollars in Millions)	2023	2022	2021
Current federal	\$	\$	\$
	78	39	311

Current state	(
	14	6	63
)		
Deferred federal	(((
	18	70	59
)))
Deferred state		((
	10	14	34
))
Provision (benefit) for income taxes	\$	\$(\$
	56	39	281
)	

The effective tax rate differs from the amount that would be provided by applying the statutory U.S. corporate tax rate due to the following items:

(Dollars in Millions)	2023	2022	2021
	\$	\$(\$
	78	12	256
Taxes computed at federal statutory rate)	
		(
	16	1	32
State income taxes, net of federal tax benefit)	
			(
			4
Federal NOL carryback	—	—)
	((
	28	16	7
Uncertain tax positions))	
	(((
	9	8	14
Federal tax credits)))
	((
	1	2	4
Other))	
	\$	\$(\$
	56	39	281
Total)	
	15.1	68.1	23.1
Effective tax rate	%	%	%

Our income tax provisions or benefits were \$

56
million tax provision, \$

39
million tax benefit, and \$

281

million tax provision in fiscal year 2023, 2022, and 2021, respectively. Fiscal year 2023 and 2021 resulted in an income tax provision compared to an income tax benefit in fiscal year 2022 due to the pre-tax book income in fiscal year 2023 and 2021 compared to the pre-tax book loss in 2022. In addition, in fiscal year 2023 and 2022, we recorded a net tax benefit for the impact of favorable results from uncertain tax positions, compared to an income tax provision related to uncertain tax positions in fiscal year 2021.

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We have analyzed filing positions in all of the federal and state jurisdictions where we are required to file income tax returns, as well as all open tax years in these jurisdictions. The significant federal and state returns subject to examination are the 2015 through 2023 tax years. Certain tax agencies have proposed adjustments, which we are currently appealing. If we do not prevail on our appeals, we do not anticipate that the adjustments would result in a material change in our financial position.

We assess our income tax positions and record tax liabilities for all years subject to examination based upon management's evaluation of the facts and circumstances and information available at the reporting dates. For those income tax positions where it is more-likely-than-not, based on technical merits, that a tax benefit will be sustained upon the conclusion of an examination, we have recorded the largest amount of tax benefit having a cumulatively greater than 50% likelihood of being realized upon ultimate settlement with the applicable taxing authority, assuming that it has full knowledge of all relevant information. For those tax positions which do not meet the more-likely-than-not threshold regarding the ultimate realization of the related tax benefit, no tax benefit has been recorded in the financial statements. In addition, we provide for interest and penalties, as applicable, and record such amounts as a component of the overall income tax provision. A reconciliation of the beginning and ending gross amount of unrecognized tax benefits is as follows:

(Dollars in Millions)	2023	2022
Balance at beginning of year	\$	\$
	219	276
Increases due to tax positions taken in prior years		
	10	1
Increases due to tax positions taken in current year		
	6	7
Decreases due to:		
Tax positions taken in prior years	((
	32	57
))
Settlements with taxing authorities		(
	—	2
	—)
Lapse of applicable statute of limitations	((
	3	6
))
Balance at end of year	\$	\$
	200	219

Included above in the tax positions taken in prior years for 2022 is a reclass between the unrecognized tax benefits and the deferred tax liability; it had no impact on the effective tax rate. Not included in the unrecognized tax benefits reconciliation above are gross unrecognized accrued interest and penalties of \$

33
million at February 3, 2024 and \$

41
million at January 28, 2023. Interest and penalties were a tax benefit of \$

8
million in 2023 and \$

1
million in 2022, and a tax expense of \$

3
million in 2021.

Our net unrecognized tax benefits that, if recognized, would affect our effective tax rate were \$

186
million as of February 3, 2024 and \$

202
million as of January 28, 2023. It is reasonably possible that our unrecognized tax positions may change within the next 12 months, primarily as a result of ongoing audits. While it is possible that one or more of these examinations may be resolved in the next year, it is not anticipated that a significant impact to the unrecognized tax benefit balance will occur.

We have both payables and receivables for income taxes recorded on our balance sheet. Receivables included in other current assets totaled \$

10
million as of February 3, 2024 and \$

27

million as of January 28, 2023. Receivables included in other long term assets totaled \$

200

million as of February 3, 2024 and \$

195

million as of January 28, 2023. The majority of the receivable balance relates to the cash benefit of the 2020 net operating loss that has not yet been received. Payables included in current liabilities totaled \$

40

million as of February 3, 2024 and \$

12

million as of January 28, 2023.

6. Stock-Based Awards

We currently grant share-based compensation pursuant to the Kohl's Corporation 2017 Long-Term Compensation Plan, which provides for the granting of various forms of equity-based awards, including nonvested stock, performance share units, and options to purchase shares of our common stock, to officers, key employees, and directors. As of February 3, 2024, there were

9.0
million shares authorized and

5.0
million shares available for grant under the 2017 Long-Term Compensation Plan. Options and nonvested stock that are surrendered or terminated without issuance of shares are available for future grants.

Annual grants are typically made in the first quarter of the fiscal year. Grants to newly-hired and promoted employees and other discretionary grants are made periodically throughout the remainder of the year.

Nonvested Restricted Stock Awards and Units

We grant shares of nonvested restricted stock awards and units to eligible key employees and to our Board of Directors. Substantially all awards have restriction periods tied primarily to employment and/or service. Employee awards generally vest over five years. Director awards vest over the term to which the director was elected, generally one year. In lieu of cash dividends, holders of nonvested stock awards are granted restricted stock equivalents which vest consistently with the underlying nonvested stock awards. Holders of restricted stock units are granted shares upon vesting in lieu of cash dividends.

The fair value of nonvested stock awards and units is the closing price of our common stock on the date of grant. We may acquire shares from employees in lieu of amounts required to satisfy minimum tax withholding requirements upon the vesting of the employee's unvested stock award. Such shares are then designated as treasury shares.

The following table summarizes nonvested stock and restricted stock unit activity, including restricted stock equivalents and restricted stock unit equivalents issued in lieu of cash dividends:

(Shares and Units in Thousands)	2023		2022		2021	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Balance at beginning of year		\$		\$		\$
	2,439	39.40	2,769	36.17	3,451	32.09
Granted						
	2,229	22.97	1,098	47.67	696	55.31
Vested	(((
	1,160	36.65	1,060	38.73	1,165	35.80
)))	
Forfeited	(((
	409	31.48	368	41.71	213	34.68
)))	
Balance at end of year		\$		\$		\$
	3,099	29.66	2,439	39.40	2,769	36.17

The aggregate fair value of awards at the time of vesting was \$

43
million in 2023, \$

41
million in 2022, and \$

42
million in 2021.

Performance Share Units

We grant performance-based share units ("performance share units") to certain executives. The performance measurement period for these performance share units is three fiscal years. The fair market value of the grants is determined using a Monte-Carlo valuation on the date of grant (Level 3 inputs).

The actual number of shares which will be earned at the end of the three-year vesting periods will vary based on our cumulative financial performance over the vesting periods. The number of performance share units earned will be modified up or down based on Kohl's Relative Total Shareholder Return against a defined peer group during the vesting periods. The payouts, if earned, will be settled in Kohl's common stock after the end of each multi-year performance periods.

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The following table summarizes performance share unit activity by year:

(Units in Thousands)	Units	2023 Weighted Average Grant Date Fair Value	Units	2022 Weighted Average Grant Date Fair Value	Units	2021 Weighted Average Grant Date Fair Value
Balance at beginning of year		\$		\$		\$
	813	45.87	856	42.74	1,037	49.95
Granted						
	770	20.23	553	40.92	225	58.07
Vested	((
	582	23.78	—	—	211	72.21
))	
Forfeited	(((
	224	65.80	596	36.79	195	66.88
)))	
Balance at end of year		\$		\$		\$
	777	31.26	813	45.87	856	42.74

Stock Options

There are

no
stock options outstanding as of February 3, 2024.

The following table summarizes our stock option activity:

(Shares in Thousands)	Shares	2023 Weighted Average Exercise Price	Shares	2022 Weighted Average Exercise Price	Shares	2021 Weighted Average Exercise Price
Balance at beginning of year				\$		\$
	—	\$—	12	48.66	36	52.15
Exercised			((
	—	—	12	48.66	23	54.00
))	
Forfeited/expired					(
	—	—	—	—	1	51.27
)	
Balance at end of year						\$
	—	\$—	—	\$—	12	48.66

The intrinsic value of options exercised represents the excess of our stock price at the time the option was exercised over the exercise price and was \$

0
in 2023 and less than \$

1
million in 2022 and 2021.

Stock Warrants

Effective April 18, 2019, in connection with our entry into a commercial agreement with Amazon.com Services, Inc. ("Amazon"), we issued warrants to an affiliate of Amazon, to purchase up to

1,747,441
shares of our common stock at an exercise price of \$

69.68
, subject to customary anti-dilution provisions. The fair value was estimated to be \$

17.52
per warrant using a binomial lattice method. The warrants vest in

five
equal annual installments, and the first installment vested on January 15, 2020 . The last installment vested on January 15, 2024 and all
1,747,441
shares were vested and unexercised as of February 3, 2024. The warrants will expire on April 18, 2026 .

Other Required Disclosures

Stock-based compensation expense is included in Selling, General, and Administrative Expenses in our Consolidated Statements of Income. Stock-based compensation expense, net of forfeitures, totaled \$

42
million for 2023, \$

30
million for 2022, and \$

48
million for 2021. At February 3, 2024, we had approximately \$

93
million of unrecognized share-based compensation expense, which is expected to be recognized over a weighted-average period of 1.5 years.

7. Contingencies

On September 2, 2022, Sean Shanaphy, an alleged shareholder of the Company, filed a putative class action lawsuit in the U.S. District Court for the Eastern District of Wisconsin alleging violations of Sections 10(b), 14(a) and 20(a) of the Securities and Exchange Act of 1934 and certain rules promulgated thereunder. Shanaphy v. Kohl's Corporation, No. 2:22-cv- 01016-LA (E.D. Wis.). The plaintiff asserts claims on behalf of persons and entities that purchased or otherwise acquired the Company's securities between October 20, 2020 and May 19, 2022 (the "Class Period"), and seeks compensatory damages, interest, fees, and costs. The complaint alleges that members of the putative class suffered losses as a result of (1) false or misleading statements and withholding of information regarding the

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conception, execution, and outcomes of the Company's strategic plan announced on October 20, 2020 and the Company's financial results for the first quarter of fiscal 2022 and (2) the Company's internal controls over financial reporting, disclosure controls, and corporate governance mechanisms. The case is in its early stages. On May 23, 2023, the court appointed Thomas Frame as lead plaintiff. On October 19, 2023, the lead plaintiff filed an amended complaint with substantially similar claims and allegations which named the Company, certain of its current and former directors and its Chief Financial Officer as defendants and revised the Class Period to be August 19, 2021 to July 1, 2022. The Company intends to vigorously defend against these claims, and on December 2, 2023 filed a motion to dismiss the amended complaint in its entirety. On January 18, 2024, the plaintiff filed its opposition to the Company's motion. The Company filed a reply brief in support of its motion on February 20, 2024. Due to the early stages of this matter, the Company is unable to estimate a reasonably possible range of loss, if any, that may result from this matter.

In addition to what is noted above, we are subject to certain legal proceedings and claims arising out of the ordinary conduct of our business. In the opinion of management, the outcome of these proceedings and claims will not have a material adverse effect on our Consolidated Financial Statements.

8. Subsequent Events

On February 28, 2024, our Board of Directors of Kohl's Corporation declared a quarterly cash dividend of \$

0.50

per share. The dividend will be paid on April 3, 2024 to all shareholders of record at the close of business on March 20, 2024.

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

None

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (the "Evaluation") at a reasonable assurance level as of the last day of the period covered by this report.

Based upon the Evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective at the reasonable assurance level. Disclosure controls and procedures are defined by Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act") as controls and other procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified by 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 in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosures.

It should be noted that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving our stated goals under all potential future conditions, regardless of how remote.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control system was designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of our published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Our management assessed the effectiveness of our internal control over financial reporting as of February 3, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control—Integrated Framework (2013 Framework). Based on this assessment, our management has concluded that as of February 3, 2024, our internal control over financial reporting was effective based on those criteria.

Ernst & Young LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of its audit, has issued an attestation report, included herein, on the effectiveness of our internal control over financial reporting.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during fiscal 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Kohl's Corporation

Opinion on Internal Control over Financial Reporting

We have audited Kohl's Corporation's internal control over financial reporting as of February 3, 2024, 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, Kohl's Corporation (the Company) maintained, in all material respects, effective internal control over financial reporting as of February 3, 2024, 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 balance sheets of the Company as of February 3, 2024 and January 28, 2023, and the related consolidated statements of operations, changes in shareholders' equity and cash flows for each of the three years in the period ended February 3, 2024, and the related notes and our report dated March 21, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company'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 Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company'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 Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

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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

Milwaukee, Wisconsin
March 21, 2024

Item 9B. Other Information

During the three months ended February 3, 2024, no director or Section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions That Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

For information with respect to our Directors, the Board of Directors' committees and our written Code of Ethics, see the applicable portions of the "Corporate Governance Matters" and "Proposal One: Election of Directors" sections of the Definitive Proxy Statement for our 2024 Annual Meeting of Shareholders ("our 2024 Proxy"), which information is incorporated herein by reference.

Any amendment to or waiver from the provisions of the Code of Ethics that is applicable to our Chief Executive Officer, Chief Financial Officer, or other key finance associates will be disclosed on the "Corporate Governance" portion of <http://corporate.kohls.com>. We intend to satisfy our disclosure requirements under item 5.05 of form 8-K regarding any amendments or waivers by posting such information at this location or our website.

For information with respect to Section 16 reports, see the information provided in the "Delinquent Section 16(a) Reports" section of our 2024 Proxy, which information is incorporated herein by reference.

See also Item 4A, Information about our Executive Officers of Part 1.

Item 11. Executive Compensation

See the information provided in the applicable portions of the "Corporate Governance Matters", "Proposal One: Election of Directors", "Compensation Committee Report", and "Compensation Discussion & Analysis" sections of our 2024 Proxy, which information is incorporated herein by reference.

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

See the information provided in the "Security Ownership of Certain Beneficial Owners, Directors, and Management" and "Proposal 4: Approval of the Kohl's Corporation 2024 Long-Term Compensation Plan" sections of our 2024 Proxy, which information is incorporated herein by reference.

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

See the information provided in the "Director Independence" and "Related Person Transactions" sections of our 2024 Proxy, which information is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

See the information provided in the "Fees Paid to Ernst & Young" section of our 2024 Proxy, which information is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

Documents filed as part of this report

1. Consolidated Financial Statements:

See Index to Consolidated Financial Statements, the Report of Independent Registered Public Accounting Firm, and the Consolidated Financial Statements, in Part II, Item 8 of this Form 10-K.

2. Financial Statement Schedule:

All schedules have been omitted as they are not applicable.

3. Exhibits:

Exhibit	Description	Document if Incorporated by Reference
3.1	Amended and Restated Articles of Incorporation of the Company	Exhibit 3.1 of the Company's Current Report on Form 8-K filed on May 16, 2011
3.2	Amended and Restated Bylaws (clean version)	Exhibit 3.1 of the Company's Current Report on Form 8-K filed on August 10, 2022
4.1	Certain other long-term debt is described in Note 2 of the Notes to Consolidated Financial Statements. The Company agrees to furnish to the Commission, upon request, copies of any instruments defining the rights of holders of any such long-term debt described in Note 2 and not filed herewith.	
4.2	Warrant to Purchase Common Stock	Exhibit 4.1 of the Company's Current Report on Form 8-K filed on April 23, 2019
4.3	Description of Registrant's Securities	Exhibit 4.4 to the Company's Annual Report on Form 10-K for the year ended February 1, 2020
10.1	Amended and Restated Executive Deferred Compensation Plan*	Exhibit 10.1 of the Company's Annual Report on Form 10-K for the fiscal year ended February 1, 2003
10.2	Kohl's Corporation 2005 Deferred Compensation Plan, as amended and restated effective January 1, 2005*	Exhibit 10.4 of the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2006
10.3	Summary of Executive Medical Plan*	Exhibit 10.6 of the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2005
10.4	Summary of Executive Life and Accidental Death and Dismemberment Plans*	Exhibit 10.7 of the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2005
10.5	Kohl's Corporation Annual Incentive Plan*	Annex B to the Proxy Statement on Schedule 14A filed on March 24, 2016 in connection with the Company's 2016 Annual Meeting of Shareholders
10.6	Form of Outside Director Restricted Stock Agreement pursuant to the Kohl's Corporation 2017 Long Term Compensation Plan*	Exhibit 10.12 to the Company's Annual Report on Form 10-K for the year ended January 30, 2021
10.7	Kohl's Corporation 2017 Long-Term Compensation Plan*	Annex A to the Proxy Statement on Schedule 14A filed on March 13, 2017 in connection with the company's 2017 Annual Meeting

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Exhibit	Description	Document if Incorporated by Reference
10.8	Form of Executive Restricted Stock Agreement pursuant to the Kohl's Corporation 2017 Long-Term Compensation Plan*	Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 29, 2017
10.9	Form of Executive Performance Share Unit Agreement pursuant to the Kohl's Corporation 2017 Long-Term Compensation Plan*	Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 29, 2017
10.10	Non-Employee Director Compensation Policy*	
10.11	Amended and Restated Executive Compensation Agreement between Kohl's Department Stores, Inc. and Jill Timm dated November 1, 2019*	Exhibit 10.25 of the Company's Annual Report on Form 10-K for the fiscal year ended February 1, 2020
10.12	Form of Restricted Stock Unit Agreement for persons party to an Employment Agreement	Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 1, 2021
10.13	Form of Restricted Stock Unit Agreement for persons party to an Executive Compensation Agreement	Exhibit 10.3 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 1, 2021
10.14	Form of Performance Stock Unit Agreement	Exhibit 10.4 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 1, 2021
10.15	Amended and Restated Credit Card Program Agreement dated as of March 14, 2022, by and between Kohl's, Inc. and Capital One, National Association.	Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 2022
10.16	Amended and Restated Executive Compensation Agreement between Kohl's, Inc. and Siobhán Mc Feeney dated as of July 16, 2022.*	Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 30, 2022
10.17	Amended and Restated Raymond Executive Compensation Agreement between Kohl's, Inc. and Christie Raymond dated as of August 16, 2022.*	Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 30, 2022
10.18	Cash Award Agreement between Kohl's, Inc. and Jill Timm effective as of November 29, 2022.*	Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended October 29, 2022
10.19	Credit Agreement, dated as of January 19, 2023, by and among the Company and its subsidiaries, and Wells Fargo Bank, National Association, as agent, and the other lenders party thereto.	Exhibit 10.1 of the Company's Current Report on Form 8-K filed on January 19, 2023
10.20	Cooperation Agreement, dated as of February 2, 2023, by and among Kohl's Corporation, Macellum Badger Fund, LP and certain of its affiliates.	Exhibit 10.1 of the Company's Current Report on Form 8-K filed on February 2, 2023
10.21	Offer Letter accepted and agreed to effective February 20, 2023 by and between Dave Alves and Kohl's Inc.*	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 28, 2023
10.22	Executive Compensation Agreement between David Alves and Kohl's, Inc. dated as of March 27, 2023*	Exhibit 10.1 to Amendment No. 1 to the Company's Current Report on Form 8-K filed on March 31, 2023
10.23	Restricted Stock Unit Agreement by and between Jill Timm and Kohl's Corporation dated as of April 21, 2023*	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 25, 2023
10.24	Employment Agreement between Thomas Kingsbury and Kohl's, Inc. and Kohl's Corporation dated as of May 10, 2023*	Exhibit 10.1 to Amendment No. 2 to the Company's Current Report on Form 8-K filed on May 12, 2023
10.25	Executive Compensation Agreement between Jennifer Kent and Kohl's, Inc. dated as of February 20, 2023*	Exhibit 10.4 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2023

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Exhibit	Description	Document if Incorporated by Reference
10.26	Executive Compensation Agreement between Nicholas Jones and Kohl's, Inc. dated as of March 20, 2023*	Exhibit 10.5 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2023
10.27	Restricted Stock Unit Agreement by and between Christie Raymond and Kohl's Corporation dated as of June 15, 2023*	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 20, 2023
10.28	Restricted Stock Unit Agreement by and between Siobhán Mc Feeney and Kohl's Corporation dated as of June 15, 2023*	Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 20, 2023
10.29	Offer Letter accepted and agreed to effective November 29, 2022 by and between Nick Jones and Kohl's Inc.*	
10.30	Offer Letter accepted and agreed to effective January 4, 2023 by and between Jennifer Kent and Kohl's Inc.*	
10.31	Offer Letter accepted and agreed to effective September 21, 2023 by and between Fred Hand and Kohl's Inc.*	
10.32	Executive Compensation Agreement between Fred Hand and Kohl's Inc. dated as of September 25, 2023*	
10.33	Aircraft Time Sharing Agreement between Kohl's Inc. and Thomas Kingsbury dated as of November 3, 2023	
21.1	Subsidiaries of the Registrant	
23.1	Consent of Ernst & Young LLP	
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	
97	Executive Officer Compensation Recovery Policy*	
101.INS	Inline XBRL Instance Document	
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents	
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibits 101)	

*A management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

Not applicable.

SIGNATURES

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

Kohl's Corporation

By: /s/ Thomas A. Kingsbury
Thomas A. Kingsbury
Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Jill Timm
Jill Timm
Chief Financial Officer
(Principal Financial and Accounting Officer)

Dated: March 21, 2024

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

/s/ Peter Boneparth
Peter Boneparth
Chairman

/s/ Wendy Arlin
Wendy Arlin
Director

/s/ Michael Bender
Michael Bender
Director

/s/ Yael Cosset
Yael Cosset
Director

/s/ Christine Day
Christine Day
Director

/s/ H. Charles Floyd
H. Charles Floyd
Director

/s/ Margaret Jenkins
Margaret Jenkins
Director

/s/ Thomas A. Kingsbury
Thomas A. Kingsbury
Chief Executive Officer
Director (Principal Executive Officer)

/s/ Robbin Mitchell
Robbin Mitchell
Director

/s/ Jonas Prising
Jonas Prising
Director

/s/ John E. Schlifske
John E. Schlifske
Director

/s/ Adrienne Shapira
Adrienne Shapira
Director

/s/ Adolfo Villagomez
Adolfo Villagomez
Director

Kohl's Corporation
Non-Employee Director Compensation Policy

Adopted February 28, 2024

Each member of the Board of Directors (the “**Board**”) of Kohl's Corporation (the “**Company**”) who is not also serving as an employee of the Company or any of its subsidiaries will receive the compensation described in this Non-Employee Director Compensation Policy (this “**Policy**”).

A. Annual Cash Compensation

An annual cash retainer of \$125,000 is payable to each director in equal quarterly installments, payable in arrears, and prorated for partial quarters of service, on the last day of each fiscal quarter of the Company (each, a “Quarterly Date”) in which the service occurred. All annual cash fees are vested upon payment.

B. Annual Equity Compensation

1. On the date of each annual meeting of the Company's stockholders on or after May 15, 2024, each non-employee director who is elected and/or continuing as a non-employee director following the date of such annual meeting shall be granted restricted stock or deferred restricted stock units having a value of \$145,000. A director shall elect whether such award is granted in the form of restricted stock or deferred restricted stock units by delivering written or electronic notice of such election to the Company Secretary prior to January 1 of the calendar year in which such award will be made (or, for equity awards granted at the 2024 annual meeting, prior to March 28, 2024; provided, however, that if the Company Secretary receives no such election during such period, such grant shall be made in restricted stock.
 2. The value of any annual equity grant made to a director pursuant to this Policy shall be increased by the applicable amount(s) below if the director is serving in any of the capacities listed below for the year following the annual meeting date:
 - The independent Chair of the Board - \$200,000;
 - The Chair of the Nominating & ESG Committee - \$20,000;
 - The Chair of the Compensation Committee - \$25,000;
 - The Chair of the Audit Committee - \$30,000; and
 - The Chair of the Finance Committee - \$15,000;
 3. Grants of annual equity compensation to directors under this Policy shall not become vested until the first anniversary of the grant date (or, if earlier, the date of the next annual meeting of the Company's stockholders
-

(the "Annual Award Vesting Date")). Consistent with the Plan, if a director ceases to serve as a director before the Annual Award Vesting Date due to the director's death or Disability, or if the director's service is terminated following a Change of Control prior to the Annual Award Vesting Date, then the restricted stock or deferred restricted stock units shall become fully vested as of the date of such death, Disability or termination of service upon or following a Change of Control, as applicable.

C. Additional Terms

1.All equity awards under this Policy shall be made under and pursuant to the Company's 2024 Long-Term Incentive Plan or any successor plan, as may be amended from time to time (the "Plan"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them (or terms of similar import) in the Plan.

2.For purposes of this Policy, the aggregate number of shares or units, respectively, that shall be covered by a grant of restricted stock or deferred restricted stock units, respectively, is the quotient of (A) the applicable dollar value set forth in this Policy divided by (B) **the closing stock price of the Company's common stock on the date of grant, rounded to the nearest whole share or unit, as applicable.**

3.Deferred restricted stock units are bookkeeping entries representing the equivalent of shares of the Company's common stock. Deferred restricted stock units are paid in shares of the Company's common stock on the termination of the director's service.

4.Except as otherwise provided in Section B.3 of this Policy, all vesting under the equity grants described in this Policy immediately ceases upon cessation of service as a director for any reason.

5.A director may not sell, transfer or otherwise dispose of any shares of restricted stock awarded under this Policy until they become vested; however, the director shall have the right to vote such shares prior to vesting. A director may not sell, transfer or otherwise dispose of any deferred restricted stock units.

6.For restricted stock awarded under this Policy, in lieu of cash dividends paid on shares while such shares are unvested, additional shares of restricted stock shall be granted to the non-employee director holding any such award equal to the cash dividend that would have been paid on such shares divided by the closing stock price of the Company's common stock on the date of such dividend payment. For deferred restricted stock units granted under this Policy, additional deferred restricted stock units shall be granted to the non-employee director at the time dividends are paid on the underlying shares of common stock equal to the cash dividend that would have been paid on an equal number of shares divided by the closing stock price of the Company's common stock on the date of such dividend payment. Any additional restricted stock or deferred restricted stock units granted pursuant to this Policy shall vest, if and only if, and at the same time as the original award vests. Any shares payable to a non-employee director in settlement of deferred restricted stock units issued under Section C.6. of

this Policy shall be delivered to the non-employee director at the same time as shares issuable under the original award are delivered.

7. Compensation under this Policy is intended to be either exempt from the application of or meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and shall be construed and interpreted in accordance with such intent. To the extent that compensation under this Policy is subject to Section 409A, such compensation must be paid, settled or deferred, as applicable, in a manner that shall meet the requirements of Section 409A, such that such compensation shall not be subject to the additional tax or interest applicable under Section 409A. Any deferral election related to the receipt or re- deferral of deferred restricted stock units under this Policy shall be irrevocable once made.

Approved February 28, 2024



November 28, 2022

Nick Jones

Dear Nick,

It is my pleasure to invite you to join the team at Kohl's, Inc. ("Kohl's"). We're a company driven by passion, innovation and a focus on quality - the same characteristics we look for in our associates. We believe you reflect these values and we feel confident you'll find rewarding opportunities with us. This offer is contingent upon your ability to obtain employment authorization as outlined in the Miscellaneous section below.

Position: You are being offered the position of Chief Merchandising & Digital Officer, reporting to the Chief Executive Officer.

Start Date: Your first day with the company will be determined after: (i) your acceptance of this offer; and (ii) after you have obtained the necessary authorization to work in the U.S. upon which a start date will be defined.

Salary: Your annualized salary will be \$900,000 USD. You will be paid on the 15th and 30th of each month. We will review your job performance and base compensation in accordance with our annual review process which typically occurs in the first quarter of each fiscal year. Your next review date will be the first quarter of 2024 given current timing and expected start date in early 2023.

Signing Incentive: Subject to the terms and conditions of the Signing Incentive Agreement, which is attached hereto and incorporated herein, you will receive a gross cash signing incentive of \$750,000 USD (the "Signing Incentive") less applicable deductions and withholdings. This Signing Incentive will be paid to you within fifteen (15) days of your start date.

Annual Incentive Program: Based on your position as Chief Merchandising & Digital Officer, you will be eligible to participate in accordance with the Kohl's Annual Incentive Program with a target of 140% of your base salary. This will provide an annual cash compensation opportunity equal to 0% to 150% of your target, with the actual amount earned based upon Kohl's annual performance relative to specific objectives and targets that are established by Kohl's Board of Directors' Compensation Committee at the beginning of each year. For the 2023 plan year only, Kohl's guarantees that the minimum amount of your Annual Incentive Plan award will not be less than 50% of your target. Award amounts in subsequent years are contingent on Kohl's performance and cannot be guaranteed.

Equity Awards: You will become eligible to participate in the Long Term Incentive Plan (LTIP) with an annual target of \$2,000,000. Your first grant is expected to be made in conjunction with our next annual grant process in March of 2023 consisting of 60% Performance Share Units (PSUs) and 40% Restricted Share Units (RSUs) as detailed below:

1. 2023-2025 PSU Award: You will receive a 2023-2025 PSU Award valued at \$1,200,000 USD. The number of PSUs awarded will be based upon the closing share price on the grant date, valued in

accordance with Kohl's standard Monte Carlo valuation methodology. The PSUs will cliff-vest following fiscal year 2025, with the actual value earned equal to 0% to 200% of the target value on the grant date. The actual value will be determined based upon Kohl's cumulative performance in 2023, 2024 and 2025 relative to specific objectives and targets that will be established by Kohl's Board of Directors' Compensation Committee at the beginning of the 3-year period. The value of the PSUs may also be modified by 25% (plus or minus) based upon Kohl's "Total Shareholder Return" over the 3-year period.

2. RSU Award: You will receive a 2023 RSU grant valued at \$800,000. These RSUs will vest in four equal installments on the first through fourth anniversaries of the grant date. The number of RSUs awarded will be determined based on the closing share price on the grant date.

Executive Compensation Agreement: On your start date, you and Kohl's will enter into an Executive Compensation Agreement which provides for separation benefits upon certain involuntary terminations.

Automobile Program: You have the option to either receive an annualized automobile allowance of \$18,000 USD, paid bi-monthly, or to lease a company automobile of your choosing.

Benefits: Kohl's offers a competitive benefits package. These benefits are designed to promote health, financial success, and a positive balance in your work and personal life. Detailed information on all of our benefit programs will be mailed to your home. In addition, you will also be able to access the information and enrollment services website at myHR.kohls.com on the Monday after your start date.

Medical, dental, and vision coverage starts upon your hire date if after January 1, 2023. You have 45 days from your hire date to enroll in benefits. If you do not have your packet within 3 weeks of your hire date, or if you have questions, please contact the Kohl's Benefits Center.

Executive Medical Plan: In addition to Kohl's standard medical plans, you will become eligible for the Kohl's Executive Medical Supplement Program. The Executive Medical Supplement Program provides up to an additional \$50,000 USD annually to reimburse out of pocket expenses for customary medical and dental services as well as co-payments and deductibles. Eligible expenses must be authorized by your physician and be medically necessary for the treatment of illness or injury.

Kohl's, Inc. 401(k) Savings Plan: Immediately upon your date of hire you can begin contributions to the 401(k) savings plan, up to the annual IRS contribution limits. You may elect to save using pre-tax and/ or Roth contributions. After one year of service you will be eligible to receive a 100% match on your personal savings, up to 5% of your pay.

Non-Qualified Deferred Compensation Plan: This plan provides an additional pre-tax savings opportunity above the IRS limits on your 401(k) Plan. Each year, you may elect to contribute a portion of your base salary and/or bonus into the Plan and enjoy tax deferral of your contributions and their investment earnings until they are paid to you. You may use the plan to build additional wealth toward retirement or schedule withdrawals while still employed to meet other savings goals.

Financial and Tax Advisory Services: Kohl's will reimburse you for certain tax advisory and preparation expenses with no fixed limit and up to \$10,000 USD in financial advisory services, annually.

Personal Time Off: As an associate of Kohl's, you will become eligible for Personal Time Off (PTO) on the first of the month following your hire date. On an annual basis at the start of the fiscal year you will be

eligible for 25 days of PTO; however, your first year of employment will be prorated based on your hire date.

Associate Discount: You will receive a 15% discount on merchandise you purchase for yourself and your eligible dependents consistent with Kohl's policies and procedures.

COBRA Reimbursement: COBRA benefits upon hire, should not be needed if hired after January 1, 2023. If hired prior to that date, Kohl's health benefits are available to all newly hired full-time Executives on the first of the month following 60 days of employment. You may continue your prior medical coverage under the COBRA law. You are eligible for full COBRA/medical premium assistance per month until you are eligible to enroll in Kohl's health insurance benefits.

Please provide the following documentation via email.

- Copy of the letter that identifies your monthly premium for either COBRA or short term insurance coverage.
- Copy of proof of payment for each month of coverage (i.e. cancelled check, receipt, bank statement).

The Relocation department will confirm receipt of your documentation via email and your reimbursement will be deposited on your next one to two paychecks after receipt. If you have any questions, please contact the Relocation Department.

Relocation: Details of the relocation package are outlined in the Kohl's International Relocation Benefits Guide which will be provided to you. As a summary, the Kohl's package includes the following, at Kohl's discretion:

- Miscellaneous relocation allowance of \$10,000 USD (grossed up).
- Kohl's provided Home finding/Preview Trip for you and/or your family.
- Direct billed/reimbursement of temporary living and/or host housing.
- International transport/storage of your household goods (One air shipment and one sea shipment or furniture allowance in lieu of sea shipment).
- Spousal Assistance up to \$2,500 USD in support services (employment search, training, continuing education).
- Final Move travel for you/and or your family.
- Reimbursement for property management services up to \$500 USD per month for up to twelve (12) months if home is vacant in home country.
- Tax Assistance/Gross up of eligible taxable relocation expenses.
- Tax Equalization of Kohl's related income for the tax year(s) with taxable relocation expenses.

Upon acceptance, a Kohl's relocation representative will be contacting you to initiate the process.

Miscellaneous:

- Authorization to Work: This offer and any subsequent extension of employment is contingent upon your ability to obtain employment authorization from the U.S. Department of Homeland Security (DHS) and upon your ability to provide proof of your identity and eligibility to work in the United States by completing Form I-9.
- Visa Sponsorship: Because you have advised us that you will require an employer-sponsored visa to work in the United States, Kohl's agrees to petition and sponsor a work visa on your behalf and utilize reasonable efforts to seek the approval of U.S. work authorization. This offer is further contingent upon Kohl's ability to obtain DHS approval of work authorization on your behalf in a reasonable time following your acceptance of this offer. Kohl's shall utilize reasonable efforts to file one U.S. O-1 category visa application on your behalf. You acknowledge that such applications and petitions are subject to the review, approval, and sole discretion of U.S. Governmental agencies, and acknowledge that Kohl's is not the guarantor of the success of a work visa application, application for permanent residence, nor any other immigration benefit.
- Reimbursement of Certain Payments Upon Termination of Employment: If you voluntarily end your employment or are terminated for cause within the first twelve (12) months from the date you sign the Executive Relocation Agreement, you will be responsible for repayment of all relocation-related expenses previously reimbursed to you or paid by the Company on your behalf. If you voluntarily end your employment or are terminated for cause between the thirteenth and twenty-fourth month from the date you sign the Executive Relocation Agreement, you will be responsible for repayment of 50% of all relocation-related expenses previously reimbursed to you or paid on your behalf by the Company. If you voluntarily end your employment with Kohl's or are terminated for cause within the first twenty four (24) months of your hire date, you will be required to repay the Signing Incentive on a pro-rata basis by one twenty-fourth (1/24th) for each full month remaining in the 24 month period. Kohl's may deduct these amounts from any final compensation owed to you.
- Conditions: Kohl's is offering you this position with the understanding that you have no contractual obligation to any employer that would prohibit or restrict your ability to perform your duties for Kohl's. If an employment agreement or contract of any type exists that prohibits or restricts in any manner, your ability to perform work for Kohl's, you must provide a written verification that is satisfactory to Kohl's that releases you from any such obligation. Kohl's will acknowledge receipt of the satisfactory document in writing. Until Kohl's notifies you in writing of the receipt of a satisfactory releasing document, you shall have no employment rights hereunder. It should also be understood by you that Kohl's has no interest in obtaining any proprietary or confidential information from your former employer. You should not bring any such information (in written or electronic form) to Kohl's and Kohl's will not accept such information from you for its use. If you have any questions with respect to what may constitute "trade secrets" or otherwise proprietary or confidential information, I urge you to contact your employer's legal department or an attorney of your choosing for clarification. This offer is also contingent upon passing criminal history background and reference checks.

This covers the key aspects of our employment offer to you. If there is a discrepancy between the information in this letter and the legal plan documents, the legal plan documents will govern. The

company reserves the right to amend, modify, suspend or terminate any of its equity, incentive, and other benefit programs at any time. Please note that this letter serves as a non-binding confirmation of an employment offer and is neither intended nor implied as a contract of employment. The terms of this offer, and your acceptance, shall not be binding upon either party until the above referenced Executive Compensation Agreement is signed by you and an authorized Kohl's representative and all other terms and conditions outlined herein have been satisfied.

Nick, it is our pleasure to welcome you to Kohl's. We look forward to working with you in supporting the success and growth of our company.

It is my pleasure to offer you this opportunity. On behalf of the entire Operating Committee, we look forward to working with you in supporting the growth and success of our Company.

Sincerely,

/s/ Tom Kingsbury

Tom Kingsbury
CEO, Kohl's Corporation

Attachment – Signing Incentive Agreement

Please date, sign and return a copy of this offer letter and the Signing Incentive Agreement to Kohl's Corporate Human Resources.

I accept the terms of this offer letter.

Dated this 29 (day) of 11 (month), 2022 (year).

X /s/ Nick Jones
FIRST LAST

KOHL'S SIGNING INCENTIVE AGREEMENT

AGREEMENT made this November 29, 2022 between Nick Jones ("Future Executive") and Kohl's, Inc. ("Company"), the Future Executive hereby agrees to reimburse the Company for the pro-rata value of the Signing Incentive in the event the Future Executive voluntarily severs his/her employment with the Company or is terminated for cause at any time within the first 24 months of his/her Start Date. The pro-rata value will be calculated at a rate of \$31,250 USD for each full month remaining between the last day the Future Executive is employed by the Company and the last day in the 24-month period following the Future Executive's Start Date.

In the event the Future Executive is required to reimburse the Company, pursuant to this Agreement, the Future Executive will reimburse the Company for all payments in a lump sum on the last day of his/her employment with the Company. The Future Executive agrees Company may deduct amounts due the Company pursuant to this Agreement from wages owed by Company to the Future Executive.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws provisions. Any proceeding brought to enforce a party's rights hereunder shall be brought exclusively in the courts of the State of Wisconsin, Waukesha County, and Executive expressly waives any claim that Waukesha County is an inconvenient Forum.

Nothing contained herein shall limit Company's rights to terminate the Future Executive's employment at any time, for any reason.

Signature: /s/ Nick Jones
Nick Jones

Please sign and return a copy of this agreement to Matt Carpenter, VP Compensation and Analytics via email.



January 3, 2023

Jennifer Kent

Dear Jennifer,

It is my pleasure to invite you to join the team at Kohl's, Inc. (together with its parent, Kohl's Corporation, "Kohl's"). References to "Kohl's" shall mean Kohl's Inc. and/or Kohl's Corporation as the context requires. We're a company driven by passion, innovation and a focus on quality - the same characteristics we look for in our associates. We believe you reflect these values and we feel confident you'll find rewarding opportunities with us.

Position: You are being offered the position of Senior Executive Vice President, Chief Legal Officer & Secretary of Kohl's, Inc. and its publicly-traded parent, Kohl's Corporation, reporting to the Chief Executive Officer of such entities.

Start Date: Your first day with the company will be determined after your acceptance of this offer (your "start date" or "date of hire").

Salary: Your annualized salary will be \$650,000. You will be paid on the 15th and 30th of each month. We will review your job performance and base compensation in accordance with our annual review process which typically occurs in the first quarter of each fiscal year.

Signing Incentive: You will receive a gross cash signing incentive of \$450,000 (the "Signing Incentive") less applicable deductions and withholdings. This Signing Incentive will be paid to you within fifteen (15) days of your start date.

Annual Incentive Program: Based on your position as Senior Executive Vice President, Chief Legal Officer & Secretary, you will be eligible to participate in accordance with the Kohl's Annual Incentive Program with a target of 110% of your base salary. This will provide an annual cash compensation opportunity equal to 0% to 150% of your target, with the actual amount earned based upon Kohl's annual performance relative to specific objectives and targets that are established by Kohl's Board of Directors' Compensation Committee at the beginning of each year.

Equity Awards:

1. Recruitment Award: You will receive a recruitment award of Kohl's restricted stock units (RSUs) valued at \$2,500,000. In accordance with Kohl's Equity Compensation Award Guidelines, the grant date for this award will be the last NYSE trading day on or before the 15th of the month following the month of your start date at Kohl's. The number of RSUs will be based upon the closing share price on the grant date. These RSUs will vest in 3 installments: 40% on the first anniversary of the grant date, 30% on the second
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anniversary of the grant date and 30% on the third anniversary of the grant date, all contingent on your continued employment by Kohl's on each vesting date, except as provided in the award agreement (the terms of which for death, disability and change in control shall track the restricted stock unit agreement currently on file with the SEC and provide full acceleration for a termination without cause or a voluntary termination with good reason).

2. **Annual Awards:** You will become eligible to participate in the Long Term Incentive Plan (LTIP) with an annual target of \$1,350,000. Your first grant is expected to be made in conjunction with our next annual grant process in March of 2023 and will consist of 60% Performance Share Units (PSUs) and 40% Restricted Stock Units (RSUs). The number of PSUs and RSUs awarded will be based upon the closing share price on the grant date, with RSUs valued at that closing price and PSUs valued in accordance with Kohl's standard Monte Carlo valuation methodology. The RSUs will vest in four equal annual installments. The PSUs cliff-vest following fiscal year 2025. The actual value of the PSUs is dependent upon Kohl's cumulative performance in 2023, 2024 and 2025, and can be worth up to 200% of the grant date value. The value of the PSUs may also be modified by 25% (plus or minus) based upon Kohl's "Total Shareholder Return" over that 3 year period.

Executive Compensation Agreement: On your start date, you and Kohl's will enter into an Executive Compensation Agreement which provides for separation benefits upon certain involuntary terminations.

Automobile Program: You will be eligible for an annualized automobile allowance of \$18,000, paid bi-monthly.

Benefits: Kohl's offers a competitive benefits package. These benefits are designed to promote health, financial success, and a positive balance in your work and personal life. Detailed information on all of our benefit programs will be mailed to your home. In addition, you will also be able to access the information and enrollment services website at myHR.kohls.com on the Monday after your start date.

Your medical, dental, and vision coverage starts immediately. You have 45 days from your hire date to enroll in benefits. If you do not have your packet within 3 weeks of your hire date, or if you have questions, please contact the Kohl's Benefits Center. Carla Nelson is our internal Director of Benefits. You can also reach out to her by email.

Executive Medical Plan: In addition to Kohl's standard medical plans, you will become eligible for the Kohl's Executive Medical Supplement Program. The Executive Medical Supplement Program provides up to an additional \$25,000 annually to reimburse out of pocket expenses for customary medical and dental services as well as co-payments and deductibles. Eligible expenses must be authorized by your physician and be medically necessary for the treatment of illness or injury.

Kohl's, Inc. 401(k) Savings Plan: Immediately upon your date of hire you can begin contributions to the 401(k) savings plan, up to the annual IRS contribution limits. You may elect to save using pre-tax and/ or Roth contributions. After one year of service you will be eligible to receive a 100% match on your personal savings, up to 5% of your pay.

Non-Qualified Deferred Compensation Plan: This plan provides an additional pre-tax savings opportunity above the IRS limits on your 401(k) Plan. Each year, you may elect to contribute a portion of your base salary and/or bonus into the Plan and enjoy tax deferral of your contributions and their investment earnings until they are paid to you. You may use the plan to build additional wealth toward retirement or schedule withdrawals while still employed to meet other savings goals.

Financial and Tax Advisory Services: Kohl's will reimburse you for certain financial and tax advisory services up to \$10,000 annually.

PTO for exempt: As an associate of Kohl's you will become eligible for PTO on the first of the month following your hire date. On an annual basis at the start of the fiscal year you will be eligible for 25 days of PTO.

Associate Discount: You will receive a 15% discount on merchandise you purchase for yourself and your eligible dependents consistent with Kohl's policies and procedures.

Miscellaneous:

- Authorization to Work: Kohl's is required to verify your identity and authorization to work in the United States. You must provide us with documents that confirm your identity and authorization to work. Provided with this letter is a copy of the List of Acceptable Documents. Please provide either one document (one from List A) or two documents (one from List B and one from List C). Please bring these document(s) with you on your first day of employment
 - Reimbursement of Certain Payments Upon Termination of Employment: If you voluntarily end your employment with Kohl's or are terminated for cause prior to January 1, 2024, you will be required to repay 100% of the Signing Incentive. Kohl's may deduct these amounts from any final compensation owed to you.
 - Conditions: Kohl's is offering you this position with the understanding that, except as you have previously disclosed, you have no contractual obligation to any employer that would prohibit or restrict your ability to perform your duties for Kohl's. It should be understood by you that Kohl's has no interest in obtaining any proprietary or confidential information from your former employer. You should not bring any such information (in written or electronic form) to Kohl's and Kohl's will not accept such information from you for its use. If you have any questions with respect to what may constitute "trade secrets" or otherwise proprietary or confidential information, I urge
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you to contact your employer's legal department or an attorney of your choosing for clarification. Kohl's confirms that all reference checks and the criminal history background check have been completed.

This covers the key aspects of our employment offer to you. If there is a discrepancy between the information in this letter and the legal plan documents, the legal plan documents will govern. The company reserves the right to amend, modify, suspend or terminate any of its equity, incentive, and other benefit programs at any time. Please note that this letter serves as a non-binding confirmation of an employment offer and is neither intended nor implied as a contract of employment. The terms of this offer, and your acceptance, shall not be binding upon either party until the above referenced Executive Compensation Agreement is signed by you and an authorized Kohl's representative.

Jennifer, it is our pleasure to welcome you to Kohl's. We look forward to working with you in supporting the success and growth of our company.

On behalf of Tom Kingsbury, it is my pleasure to welcome you to Kohl's. We look forward to working with you in supporting the growth and success of our Company.

Sincerely,

/s/ Marc Chini

Marc Chini
Chief People Officer
Kohl's, Inc.

Please date, sign and return a copy of this offer letter.

I accept the terms of this offer letter.

Dated this 4th (day) of Jan (month), 2023(year).

X /s/ Jennifer Kent
FIRST LAST

KOHL'S SIGNING INCENTIVE AGREEMENT

AGREEMENT made this January 4, 2023 between Jennifer Kent ("Future Executive") and Kohl's, Inc. ("Company"), the Future Executive hereby agrees to reimburse the Company \$450,000 in the event the Executive voluntarily severs his/her employment with the Company or is terminated for cause at any time prior to January 1, 2024.

In the event the Future Executive is required to reimburse the Company, pursuant to this Agreement, the Future Executive will reimburse the Company for all payments in a lump sum on the last day of his/her employment with the Company. The Future Executive agrees Company may deduct amounts due the Company pursuant to this Agreement from wages owed by Company to the Future Executive.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws provisions. Any proceeding brought to enforce a party's rights hereunder shall be brought exclusively in the courts of the State of Wisconsin, Waukesha County, and Executive expressly waives any claim that Waukesha County is an inconvenient Forum.

Nothing contained herein shall limit Company's rights to terminate the Future Executive's employment at any time, for any reason.

Signature: /s/ Jennifer Kent
Jennifer Kent

Please sign and return a copy of this agreement to Matt Carpenter, VP Compensation and Analytics via email.



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

Exhibit 10.31

September 21, 2023

Fred Hand

Dear Fred,

It is my pleasure to invite you to join the team at Kohl's, Inc. ("Kohl's"). We're a company driven by passion, innovation and a focus on quality - the same characteristics we look for in our associates. We believe you reflect these values and we feel confident you'll find rewarding opportunities with us.

Position: You are being offered the position of Senior Executive Vice President, Director of Stores reporting to Dave Alves, President and Chief Operating Officer. You will be a member of the Kohl's Operating Committee.

Start Date: Your first day with the company will be determined after your acceptance of this offer (your "start date" or "date of hire").

Salary: Your annualized salary will be \$875,000. You will be paid on the 15th and 30th of each month. We will review your job performance and base compensation, which may be increased but not decreased, in accordance with our annual review process which typically occurs in the first quarter of each fiscal year.

Signing Incentive: You will receive a gross cash signing incentive of \$525,000 (the "Signing Incentive") less applicable deductions and withholdings. This Signing Incentive will be paid to you within thirty (30) days of your start date.

Annual Incentive Program: Based on your position as Senior Executive Vice President, Director of Stores you will be eligible to participate in accordance with the Kohl's Annual Incentive Program with a target of 110% of your base salary, such target may be increased but not decreased (other than a decrease proportionate with a decrease in the other senior executive vice presidents' targets) from time to time. This will provide an annual cash compensation opportunity equal to 0% to 150% of your target, with the actual amount earned based upon Kohl's annual performance relative to specific objectives and targets that are established by Kohl's Board of Directors' Compensation Committee and provided to you as soon as practical after approved, which typically occurs in the first quarter of each year. Your fiscal 2023 annual incentive payment will be prorated using the number of days you are employed in the 2023 plan year and the objectives and targets for Plan year 2023 will be provided to you within thirty (30) days of your start date.



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Equity Awards:

1. One-Time Equity Awards:

a. Recruitment Award: You are eligible to receive a one-time award of restricted stock units (RSUs) valued at \$2,250,000. These RSUs will vest in three installments: 40% on the first anniversary of the grant date, 40% on the second anniversary of the grant date and 20% on the third anniversary of the grant date, all contingent on your continued employment with Kohl's on each vesting date. The number of RSUs awarded will be determined based on the closing share price on the grant date. The grant date will be the last NYSE trading day on or before the 15th of the month following the month of your hire.

b. 2023-2025 LTIP Award: You will receive a 2023-2025 LTIP Award valued at \$675,000, which represents the annual award prorated based upon your start date. The grant date for this award will be the last NYSE trading day on or before the 15th of the month following the month of your start date at Kohl's. This award will consist of 60% Performance Share Units (PSUs) and 40% Restricted Stock Units (RSUs). The number of PSUs and RSUs awarded will be based upon the closing share price on the grant date, with RSUs valued at that closing price and PSUs valued in accordance with Kohl's standard Monte Carlo valuation methodology. The RSUs will vest in four equal annual installments. The PSUs cliff-vest following fiscal year 2025. The actual value of the PSUs is dependent upon Kohl's cumulative performance in 2023, 2024 and 2025, and can be worth up to 200% of the grant date value. The value of the PSUs may also be modified by 25% (plus or minus) based upon Kohl's "Total Shareholder Return" over that 3-year period.

2. **Subsequent Equity Awards**: You will be eligible to receive annual equity awards beginning in the spring of 2024. The Compensation Committee's practice has been to award executives at your level an equity grant valued at \$1,350,000. This award is expected to consist of 60% Performance Share Units (PSUs) and 40% Restricted Stock Units (RSUs), all vesting in the same manner as described for the LTIP above.

Executive Compensation Agreement: The benefit and compensation enhancements you will receive are contingent upon your execution of an Executive Compensation Agreement (the "ECA") which provides for separation benefits upon certain involuntary terminations.

Automobile Allowance: An annualized automobile allowance of \$18,000 will be provided to you as a Senior Executive Vice President.



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Benefits: Kohl's offers a competitive benefits package. These benefits are designed to promote health, financial success, and a positive balance in your work and personal life. Your benefits coverage starts immediately. You have 45 days from your hire date to enroll in benefits. If you have questions, please contact the Kohl's Benefits Center or Carla Nelson is our internal Director of Benefits. You can also reach out to her by email.

Executive Medical Plan: You will be eligible to enroll in a comprehensive health plan which includes Medical/Prescription and Dental. In addition, you will be eligible for the Kohl's Executive Medical Supplement Program. The Executive Medical Supplement Program provides up to an additional \$25,000 annually to reimburse out of pocket expenses for customary medical, dental, and vision services as well as copayments and deductibles. Eligible expenses qualify as defined by IRS section code 213 (d).

Executive Financial Services Benefit: You will be eligible for reimbursement of certain financial and tax advisory services up to \$10,000 annually.

Kohl's, Inc. 401(k) Savings Plan: Immediately upon your date of hire you can begin contributions to the 401(k) savings plan, up to the annual IRS contribution limits. You may elect to save using pre-tax and/or Roth contributions. After one year of service you will be eligible to receive a 100% match on your personal savings, up to 5% of your pay.

Non-Qualified Deferred Compensation Plan: This plan provides an additional pre-tax savings opportunity above the IRS limits on your 401(k) Plan. Each year, you may elect to contribute a portion of your base salary and/or bonus into the Plan and enjoy tax deferral of your contributions and their investment earnings until they are paid to you. You may use the plan to build additional wealth toward retirement or schedule withdrawals while still employed to meet other savings goals.

PTO for exempt: As an associate of Kohl's you will become eligible for PTO on the first of the month following your hire date. On an annual basis at the start of the fiscal year you will be eligible for 25 days of PTO; however, your first year of employment will be prorated based on your hire date.

Associate Discount: You will receive a 15% discount on merchandise you purchase for yourself and your eligible dependents consistent with Kohl's policies and procedures.

Miscellaneous:

- Work Location; Travel: Time spent at the Menomonee Falls, WI location ("Corporate Office") or such other locations as may be reasonably required for business purposes, will be mutually agreed upon by you and your manager. Kohl's will be as flexible as possible regarding your schedule. Related travel expenses will be reimbursed in accordance with our travel expense policy. Any



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travel to a non-temporary work location that exceeds 35 workdays during a calendar year will be paid by the company, but treated as income to you in accordance with IRS guidelines.

- Reimbursement of Certain Payments Upon Termination of Employment: In accordance with Kohl's Incentive Signing Agreement, attached hereto, if you voluntarily end your employment with Kohl's, other than for Good Reason (as defined in the ECA) or are terminated for Cause (as defined in the ECA) within the first twenty four (24) months of your hire date, you will be required to repay the Signing Incentive on a pro-rata basis by one twenty-fourth (1/24th) for each full month remaining in the 24 month period. Kohl's may deduct these amounts from any final compensation owed to you.
- Authorization to Work: Kohl's is required to verify your identity and authorization to work in the United States. You must provide us with documents that confirm your identity and authorization to work. Provided with this letter is a copy of the List of Acceptable Documents. Please provide either one document (one from List A) or two documents (one from List B and one from List C). Please bring these document(s) with you on your first day of employment.
- Conditions: Kohl's is offering you this position with the understanding that you have no contractual obligation to any employer that would prohibit or restrict your ability to perform your duties for Kohl's. If an employment agreement or contract of any type exists that prohibits or restricts in any manner, your ability to perform work for Kohl's, you must provide a written verification that is satisfactory to Kohl's, that releases you from any such obligation. Kohl's will acknowledge receipt of the satisfactory document in writing. Until Kohl's notifies you in writing of the receipt of a satisfactory releasing document, you shall have no employment rights hereunder.

It should also be understood by you that Kohl's has no interest in obtaining any proprietary or confidential information from your former employer. You should not bring any such information (in written or electronic form) to Kohl's and Kohl's will not accept such information from you for its use. If you have any questions with respect to what may constitute "trade secrets" or otherwise proprietary or confidential information, I urge you to contact your employer's legal department or an attorney of your choosing for clarification. This offer is also contingent upon passing criminal history background and reference checks.

This covers the key aspects of our employment offer to you. If there is a discrepancy between the information in this letter and the legal plan documents, the legal plan documents will govern. The company reserves the right to amend, modify, suspend or terminate any of its equity, incentive, and other benefit programs at any time. Please note that this letter serves as a non-binding confirmation of an employment offer and is neither intended nor implied as a contract of employment. The terms of this offer, and



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Menomonee Falls, WI 53051

your acceptance, shall not be binding upon either party until the above referenced ECA is signed by you and an authorized Kohl's representative.

Fred, it is our pleasure to welcome you to Kohl's. On behalf of the entire Operating Committee, we look forward to working with you in supporting the success and growth of our company.

Sincerely,

/s/ Mari Steinmetz

Mari Steinmetz
Chief People Officer
Kohl's, Inc.

Please date, sign and return a copy of this offer letter.

I accept the terms of this offer letter.

Dated this 21st (day) of September (month), 2023 (year).

X /s/ Fred Hand
FIRST LAST



N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

KOHL'S SIGNING INCENTIVE AGREEMENT

THIS KOHL'S SIGNING INCENTIVE AGREEMENT made this 21ST day of September, 2023 between Fred Hand ("Future Executive") and Kohl's, Inc. ("Company"), the Future Executive hereby agrees to reimburse the Company for the pro-rata value of the Signing Incentive in the event the Future Executive voluntarily severs his/her employment with the Company, other than for Good Reason (as defined in that certain Executive Compensation Agreement entered into by you and the Company, the "ECA") or is terminated for Cause (as defined in the ECA) at any time within the first 24 months of his/her Start Date. The pro-rata value will be calculated at a rate of \$21,875 USD for each full month remaining between the last day the Future Executive is employed by the Company and the last day in the 24-month period following the Future Executive's Start Date.

In the event the Future Executive is required to reimburse the Company, pursuant to this Agreement, the Future Executive will reimburse the Company for all payments in a lump sum on the last day of his/her employment with the Company. The Future Executive agrees Company may deduct amounts due the Company pursuant to this Agreement from wages owed by Company to the Future Executive.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws provisions. Any proceeding brought to enforce a party's rights hereunder shall be brought exclusively in the courts of the State of Wisconsin, Waukesha County, and Executive expressly waives any claim that Waukesha County is an inconvenient Forum.

Nothing contained herein shall limit Company's rights to terminate the Future Executive's employment at any time, for any reason.

Signature: /s/ Fred Hand
Fred Hand

Please sign and return a copy of this agreement to Matt Carpenter, VP Compensation and Analytics via email.

EXECUTIVE COMPENSATION AGREEMENT

THIS EXECUTIVE COMPENSATION AGREEMENT ("Agreement") is effective as of this 25th day of September, 2023, by and between Kohl's, Inc. (the "Company") and Fred Hand ("Employee").

RECITALS

Employee is employed as the Senior Executive Vice President, Director of Stores and is a valuable employee of the Company. The Company and Employee believe it is in their best interests to make provision for certain aspects of their relationship during and after the period in which Employee is employed by the Company.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company and Employee (individually, a "Party" and collectively the "Parties"), the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 "Board" shall mean the Board of Directors of the Company.

1.2 "Cause" shall mean any of the following:

(a) Employee's failure to substantially perform Employee's duties after a written demand for performance is delivered to Employee that specifically identifies the manner in which the Company believes that Employee has not substantially performed his/her duties, and (i) Employee has failed to demonstrate substantial efforts to resume performance of Employee's duties on a continuous basis within thirty (30) days after receiving such demand; or (ii) such failure to substantially perform, if previously cured, has recurred; provided, however, that failure to meet sales or financial performance objectives, by itself, will not constitute "Cause;"

(b) Employee's failure to substantially comply with any written rules, regulations, policies, or procedures of the Company, including but not limited to the Company's anti-harassment policies and the "Kohl's Code of Ethics," in any case, which is materially injurious to the reputation and/or business of the Company;

(c) Any dishonest or fraudulent act or omission willfully engaged in by Employee in the course of performance of Employee's duties for the Company. The term "willfully" as used herein means any act or omission committed in bad faith or without a reasonable belief that the act or omission was in the best interest of the Company;

(d) Any material breach by Employee of Articles III, IV, V, VI, VII, or VIII, below;

(e) Employee's commission of a crime, the circumstances of which are substantially related to Employee's duties or responsibilities for the Company; or

(f) Engagement by Employee in any illegal conduct in the course of Employee's duties for the Company, or conduct that is, in the reasonable opinion of the Board, materially injurious or detrimental to the substantial interests or reputation of the Company.

1.3 "Change of Control" means the occurrence of any of the following:

(a) the acquisition (other than from the Company) by any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), other than the Company, a subsidiary of the Company or any employee benefit plan or plans sponsored by the Company or any subsidiary of the Company, directly or indirectly, of beneficial ownership (within the meaning of Exchange Act Rule 13d-3) of thirty-three percent (33%) or more of the then outstanding shares of common stock of the Company or voting securities representing thirty-three percent (33%) or more of the combined voting power of the Company's then outstanding voting securities ordinarily entitled to vote in the election of directors unless the Incumbent Board (defined below), before such acquisition or within thirty (30) days thereafter, deems such acquisition not to be a Change of Control;

(b) individuals who, as of the date of this Agreement, constitute the board of directors of the Company (as of such date, "Incumbent Board") ceasing for any reason to constitute at least a majority of such board of directors of the Company; provided, however, that any person becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the shareholders of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be for purposes of this Agreement, considered as though such person were a member of the Incumbent Board but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest which was (or, if threatened, would have been) subject to Exchange Act Rule 14a-12(c);

(c) the consummation of any merger, consolidation or share exchange of the Company with any other corporation, other than a merger, consolidation or share exchange which results in more than sixty percent (60%) of the outstanding shares of the common stock, and voting securities representing more than sixty percent (60%) of the combined voting power of then outstanding voting securities entitled to vote generally in the election of directors, of the surviving, consolidated or resulting corporation being then beneficially owned, directly or indirectly, by the persons who were the Company's shareholders immediately prior to such transaction in substantially the same proportions as their ownership, immediately prior to such transaction, of the Company's then outstanding Common Stock or then outstanding voting securities, as the case may be; or

(d) the consummation of any liquidation or dissolution of the Company or a sale or other disposition of all or substantially all of the assets of the Company.

For purposes of this Section 1.3, the term "Company" means Kohl's Corporation. Following the occurrence of an event which is not a Change of Control whereby there is a successor company to the Company, or, if there is no such successor, whereby the Company is not the surviving corporation in a merger or consolidation, the surviving corporation or successor holding company (as the case may be), for purposes of this Agreement, shall thereafter be referred to as the Company.

1.4 "Company" means Kohl's, Inc., except as otherwise provided herein.

1.5 "Designated Beneficiary" means the person or persons designated by Employee on the most recent documentation on file with the Company or its service providers, to receive benefits payable after the death of Employee, or as otherwise required by law.

1.6 "Disability" means Employee is unable to perform the essential functions of Employee's job, with or without reasonable accommodation, for a period of one hundred eighty (180) days, whether consecutive or in the aggregate, over any three hundred sixty-five (365) day period. A determination of Disability shall be made by the Company, which may, at its sole discretion, consult with a physician or physicians satisfactory to the Company, and Employee shall cooperate with any efforts to make such determination. Any such determination shall be conclusive and binding on the Parties. Any determination of Disability under this Section 1.6 is not intended to alter any benefits any Party may be entitled to receive under any disability insurance policy carried

by either the Company or Employee with respect to Employee, which benefits shall be governed solely by the terms of any such insurance policy.

1.7 "Final Expenses" means reimbursement of expenses to which Employee is entitled under programs and policies which the Company has made available to employees of the Company and which are in effect at the Company from time to time.

1.8 "Final Pay" means any unpaid base salary with respect to the period prior to the effective date of Employee's termination of employment.

1.9 "Good Reason" means any of the following: (i) a material reduction in Employee's title, organizational reporting level or base salary which is not agreed to by Employee; or (ii) a mandatory relocation of Employee's employment with the Company more than 50 miles from Employee's then-current principal work location, except for travel reasonably required in the performance of Employee's duties and responsibilities; provided, however, that no termination shall be for Good Reason unless: (1) Employee has provided the Company with written notice that identifies the conduct alleged to have caused Good Reason within twenty (20) days of such conduct first occurring; (2) the Company fails to cure any such alleged conduct within thirty (30) days after the Company's receipt of such written notice from Employee (the "Cure Period"); and (3) Employee provides the Company with notice of termination for Good Reason, with such termination to be effective within thirty (30) days of the end of the Cure Period.

1.10 "Health Insurance Continuation" means that, if Employee, following termination from employment, is eligible for, and timely elects to participate in, the Company's group health insurance plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay the normal monthly employer's cost of coverage under the Company's group health insurance plans for full-time employees toward such COBRA coverage for the specified period of severance, if any, set forth in the applicable provision of Article II of this Agreement. If the specified period of severance provided for in this Agreement is longer than the end of the 18-month period for which Employee is eligible for COBRA, the Company will, until the end of such longer period, pay the normal monthly employer's cost of coverage under the Company's group health insurance plans to, at its sole discretion, allow Employee to continue to participate in such plans (if allowed by law and the Company's policies, plans and programs) or allow Employee to purchase reasonably comparable individual health insurance coverage through the end of such longer period. Employee acknowledges and agrees that Employee is responsible for paying the balance of any costs not paid for by the Company under this Agreement which are associated with Employee's participation in the Company's health insurance plans or individual health insurance and that Employee's failure to pay such costs may result in the termination of Employee's participation in such plans or insurance. Employee acknowledges and agrees that the Company may deduct from any Severance Payment Employee receives pursuant to this Agreement, amounts that Employee is responsible to pay for Health Insurance Continuation. Any Health Insurance Continuation provided for herein will cease on the date on which Employee becomes eligible for health insurance coverage under another employer's group health insurance plan, and, within five (5) days of Employee becoming eligible for health insurance coverage under another employer's group health insurance plan, Employee agrees to inform the Company of such fact in writing.

In no event will the Health Insurance Continuation to be provided by the Company pursuant to this Agreement in one taxable year affect the amount of Health Insurance Continuation to be provided in any other taxable year, nor will Employee's right to Health Insurance Continuation be subject to liquidation or exchange for another benefit.

1.11 "Outplacement Services" means outplacement services from an outplacement service company of the Company's choosing at a cost not to exceed Twenty Thousand and no/100 Dollars (\$20,000.00), payable

directly by the Company to such outplacement service company. If such benefit is not used by Employee during the six (6) month period following Employee's termination of employment, it will be forfeited.

1.12 "Prorated Bonus" means a share of any bonus attributable to the fiscal year of the Company during which the date of termination of Employee's employment with the Company occurs to which Employee would be entitled if he/she had worked for the entire fiscal year, as determined in the sole discretion of the Company (pro-rated, as determined by the Company, for the portion of the fiscal year prior to the date of Employee's termination of employment).

1.13 "Retirement Age" means an Employee is at least sixty (60) years old and has completed five (5) years or more of service as an Employee of the Company.

1.14 "Unpaid Bonus" means Employee's unpaid bonus, if any, attributable to any complete fiscal year of the Company ended before the date of Employee's termination of employment with the Company.

ARTICLE II
COMPENSATION AND BENEFITS
UPON TERMINATION OF EMPLOYMENT

2.1 Termination by Company for Cause. If Employee's employment is terminated by the Company for Cause, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; and (iii) Employee's Unpaid Bonus. The payment of the Unpaid Bonus shall be made at the same time as any such bonus is paid to other similarly situated executives of the Company. Furthermore, under this Section 2.1, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.2 Termination by Employee without Good Reason. If Employee's employment is terminated by Employee voluntarily without Good Reason, Employee must provide the Company thirty (30) days advance written notice of the voluntary termination. The Company may, in its discretion, shorten the notice period. Upon such termination, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; and (iii) Employee's Unpaid Bonus. The payment of the Unpaid Bonus shall be made at the same time as any such bonus is paid to other similarly situated executives of the Company. Furthermore, under this Section 2.2, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.3 Termination Due to Retirement. If Employee's employment is voluntarily terminated by Employee after he/she has reached Retirement Age and prior to the termination, Employee certifies to the Company of his/her intention not to continue employment for another employer after such termination, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; (iii) Employee's Unpaid Bonus; and (iv) Employee's Prorated Bonus. Payment of the Unpaid Bonus and the Prorated Bonus shall be made at the same time as any such bonuses for such fiscal years are paid to other similarly situated executives of the Company. Furthermore, under this Section 2.3, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.4 Termination Due to Employee's Death. If Employee's employment is terminated due to Employee's death, Employee's Designated Beneficiary shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; (iii) Employee's Unpaid Bonus; (iv) Employee's Prorated Bonus; and (v) a Severance Payment (defined below). Payment of the Unpaid Bonus and the Prorated Bonus shall be made to Employee's Designated Beneficiary at the same time as any such bonuses for such fiscal years are paid to other similarly situated executives of the Company. For purposes of this Section 2.4, "Severance Payment" means six (6) months of Employee's base salary in effect as of the date of Employee's death, payable in equal installments during the one (1) year period following the effective date of Employee's termination pursuant to the normal payroll practices of the Company, except as otherwise provided in Section 2.8, below. Furthermore, under this Section 2.4, vesting of any equity awards granted to Employee prior to the date of Employee's death shall be as provided in the applicable equity award agreements between Employee and the Company.

2.5 Termination Due to Disability. If Employee's employment is terminated due to Employee's Disability, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; (iii) Employee's Unpaid Bonus; (iv) Employee's Prorated Bonus; and (v) a Severance Payment (defined below). Payment of the Unpaid Bonus and the Prorated Bonus shall be made to Employee at the same time as any such bonuses for such fiscal years are paid to other similarly situated executives of the Company. For purposes of this Section 2.5, "Severance Payment" means six (6) months of Employee's base salary in effect as of the date of Employee's termination of employment, payable in equal installments during the six (6) month period following the effective date of Employee's termination pursuant to the normal payroll

practices of the Company, except as otherwise provided in Section 2.8, below. The amount of such Severance Payment shall be reduced by (x) the value of any compensation (including, but not limited to, the value of any cash compensation, deferred compensation or equity-based compensation, valued in the sole discretion of the Company) received by Employee from another employer or service recipient during the six (6) month period following Employee's termination of employment and (y) any payments received by Employee under any short-term disability plans, programs or policies offered by the Company during Employee's absence from the Company prior to Employee's termination of employment or during the six (6) month period thereafter and Employee agrees to reimburse the Company for the amount of any such reductions. Notwithstanding the foregoing, the amount of the Severance Payment under this Section 2.5 shall not be reduced by the value of any compensation payable under the Company's Long Term Disability Program or any successor program thereto. Employee acknowledges and agrees that, upon the cessation, if any, of such Disability during the period for which the Severance Payment is to be made under this Section 2.5, he/she has an obligation to use his/her reasonable efforts to secure other employment and that his/her failure to do so, as determined at the sole discretion of the Board, is a breach of this Agreement subject to Section 8.5, below. Furthermore, under this Section 2.5, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.6 Termination by Company Without Cause or by Employee for Good Reason – No Change of Control. If Employee's employment is terminated by the Company without Cause or voluntarily by Employee for Good Reason and such termination does not occur within fifteen (15) months after the occurrence of a Change of Control, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; (iii) Employee's Unpaid Bonus; (iv) Employee's Prorated Bonus; (v) Outplacement Services; (vi) Health Insurance Continuation; and (vii) a Severance Payment (defined below). Payments of the Unpaid Bonus and the Prorated Bonus shall be made at the same time as any such bonuses for such fiscal years are paid to other similarly situated executives of the Company. For purposes of this Section 2.6, "Severance Payment" means two (2) years of Employee's base salary in effect as of the date of Employee's termination of employment, payable for two (2) years following the effective date of termination pursuant to the normal payroll practices and schedule of the Company, except as otherwise provided in Section 2.8, below. The amount of such Severance Payment shall be reduced by the value of any compensation (including, but not limited to, the value of any cash compensation, deferred compensation or equity-based compensation, valued in the sole discretion of the Company) received by Employee from another employer or service recipient during the two-year period following Employee's termination of employment and Employee agrees to reimburse the Company for the amount of such reduction. Furthermore, under this Section 2.6, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.7 Termination by Company Without Cause or by Employee for Good Reason - Change of Control. If Employee's employment is terminated by the Company without Cause or voluntarily terminated by Employee for Good Reason and such termination occurs within fifteen (15) months after the occurrence of a Change of Control, Employee shall have no further rights against the Company hereunder, except for the right to receive (i) Final Pay; (ii) Final Expenses; (iii) Employee's Unpaid Bonus; (iv) Outplacement Services; (v) Health Insurance Continuation; and (vi) a Severance Payment (defined below). The Unpaid Bonus shall be paid at the same time as any such bonuses are paid to other similarly situated executives of the Company. For purposes of this Section 2.7, "Severance Payment" means an amount equal to the product of (x) two (2) multiplied by (y) the sum of: (A) Employee's annual base salary in effect as of the date of Employee's termination of employment (or, if higher, Employee's annual base salary immediately prior to the Change of Control) plus (B) an amount equal to the average (calculated at the sole discretion of the Company) annual incentive compensation plan payment paid to Employee for the three (3) fiscal years ending prior to the fiscal year which includes the date of Employee's termination. The Severance Payment in this Section 2.7 shall be paid to Employee in a lump sum within sixty (60) days following Employee's termination of employment, except as otherwise provided in Section 2.8, below.

Furthermore, under this Section 2.7, vesting of any equity awards granted to Employee prior to the date of termination shall be as provided in the applicable equity award agreements between Employee and the Company.

2.8 Timing of Payments if Required by Code Section 409A. If amounts paid to Employee pursuant to any Section of this Article II would be subject to a penalty under Section 409A of the Internal Revenue Code ("Code Section 409A") because Employee is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) and no other exceptions to the penalty are available, such payments will be delayed until the earliest date permissible following the date of Employee's termination of employment, at which point any such delayed payments will be paid to Employee in a lump sum.

2.9 Release. As a condition to the receipt of any Severance Payment, Prorated Bonus, Health Insurance Continuation, or Outplacement Services hereunder, Employee, or his/her personal representative, shall be required to execute a written release agreement in a form satisfactory to the Company containing, among other items, a general release of claims against the Company and, as an additional condition to the receipt of such amounts or benefits, Employee shall refuse to exercise any right to revoke such release agreement during any applicable revocation period. Such written release under this Section 2.9 (i) shall be delivered to Employee within three (3) days after the date of termination of Employee's employment, and (ii) must be executed by Employee and the revocation period must expire without revocation of such release within 60 days following the date of termination of employment or Employee shall forfeit the compensation and benefits provided under this Agreement that are conditioned upon the release. For any Severance Payment (or installment thereof) payable under this Agreement, to the extent that (i) the Severance Payment is not required to be delayed for six (6) months due to Employee's qualification as a "specified employee" as defined in Code Section 409A and (ii) such payment(s) would otherwise be paid or provided to Employee within the 60-day period following the date of termination of employment, such payment(s) shall not be made until the first regular Company payroll date occurring at least five (5) business days after Employee's execution of the written release and the expiration of the applicable revocation period, except where the 60-day period following the date of termination of employment spans two (2) different calendar years, in which case such payment(s) will not be made until the Company's first regular Company payroll date occurring in the later calendar year during the 60-day period. For the sake of clarification, any Severance Payment (or installment thereof) that would otherwise be made within such 60-day period but are delayed because of the immediately preceding sentence shall accrue and be paid to Employee in a single lump sum on the date specified in the immediately preceding sentence.

2.10 Resignation from Positions. Unless otherwise requested by the Company in writing, upon termination of employment, for whatever reason, Employee shall be deemed to have resigned from any and all titles, positions and appointments Employee holds with the Company, Kohl's Corporation or any of their subsidiaries or affiliates whether as an officer, director, employee, committee member, trustee or otherwise. Employee agrees to promptly execute such documents as the Company, in its sole discretion, shall reasonably deem necessary to effect such resignations.

ARTICLE III RETURN OF RECORDS

Upon termination of employment, for whatever reason, or upon request by the Company at any time, Employee shall immediately return to the Company all documents, records, materials, or other property belonging and/or relating to the Company, all copies of all such materials, and any and all passwords and/or access codes necessary to access and control such materials. Upon termination of employment, for whatever reason, or upon request by the Company at any time, Employee further agrees to, at the Company's discretion, return and/or destroy such records maintained by Employee on Employee's own computer equipment or systems (including any cloud-based service), and to certify in writing, at the Company's request, that such destruction has occurred.

ARTICLE IV CONFIDENTIALITY

4.1 Acknowledgments. Employee acknowledges and agrees that, as an integral part of its business, the 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 the Company's business and competitive position in the marketplace. Employee further acknowledges and agrees that in Employee's position with the Company, the Company provides Employee 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, Employee acknowledges and agrees that the restrictions contained in this Article IV are reasonable, appropriate and necessary for the protection of the Company's confidential, proprietary and trade secret information. For purposes of this Article IV, the term "Company" means Kohl's, Inc. and its parent companies, subsidiaries and other affiliates.

4.2. Confidentiality During Employment. During Employee's employment with the Company, Employee will not directly or indirectly use or disclose any Confidential Information or Trade Secrets (defined below) except in the interest and for the benefit of the Company.

4.3 Trade Secrets Post-Employment. After the termination, for whatever reason, of Employee's employment with the Company, Employee will not directly or indirectly use or disclose any Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement.

4.4 Confidential Information Post-Employment. For a period of two (2) years following termination, for whatever reason, of Employee's employment with the Company, Employee will not directly or indirectly use or disclose any Confidential Information, unless such information ceases to be deemed Confidential Information by means of one of the exclusions set forth in Section 4.5(c), below.

4.5 Definitions.

(a) Trade Secret. The term "Trade Secret" shall have that meaning set forth under applicable law.

(b) Confidential Information. The term "Confidential Information" shall mean all non-Trade Secret information of, about or related to the Company, whether created by, for or provided to the Company, which is not known to the public or the Company's competitors, generally, including, but not limited to: (i) strategic growth plans, pricing policies and strategies, employment records and policies, operational methods, marketing plans and strategies, advertising plans and strategies, product development techniques and plans, business acquisition and divestiture plans, resources, vendors, sources of supply, suppliers and supplier contractual relationships and terms, technical processes, designs, inventions, research programs and results, source code, short-term and long-range planning, projections, information systems, sales objectives and performance, profit and profit margins, and seasonal plans, goals and objectives; (ii) information that is marked or otherwise designated or treated as confidential or proprietary by the Company; and (iii) information received by the Company from others which the Company has an obligation to treat as confidential.

(c) Exclusions. Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations set forth in this Article IV shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by Employee prior to Employee's employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; (iii) is obtained by

Employee in good faith from a third party who discloses such information to Employee on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (iv) is independently developed by Employee outside the scope of Employee's employment without use of Confidential Information or Trade Secrets.

(d) Defend Trade Secrets Act. With respect to the disclosure of a trade secret and in accordance with 18 U.S.C. § 1833, Employee 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 document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Employee is further notified that if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the Company's trade secrets to Employee's attorney and use the trade secret information in the court proceeding, provided that, Employee files any document containing the trade secret under seal so that it is not disclosed to the public and does not disclose the trade secret, except pursuant to court order.

ARTICLE V RESTRICTED SERVICES OBLIGATION

5.1 Acknowledgments. Employee acknowledges and agrees that the Company is one of the leading retail companies in the United States, with omni-channel presence throughout the United States, and that the Company compensates executives like Employee to, among other things, develop and maintain valuable goodwill and relationships on the Company's behalf (including relationships with customers, suppliers, vendors, employees and other associates) and to maintain business information for the Company's exclusive ownership and use. As a result, Employee acknowledges and agrees that the restrictions contained in this Article V are reasonable, appropriate and necessary for the protection of the Company's goodwill, customer, supplier, vendor, employee and other associate relationships and Confidential Information and Trade Secrets. Employee further acknowledges and agrees that the restrictions contained in this Article V will not pose an undue hardship on Employee or Employee's ability to find gainful employment. For purposes of this Article V, the term "Company" means Kohl's, Inc. and its parent companies, subsidiaries and other affiliates.

5.2 Restrictions on Competition During Employment. During Employee's employment with the Company, Employee shall not directly or indirectly compete against the Company, or directly or indirectly divert or attempt to divert any customer's business from the Company anywhere the Company does or is taking steps to do business.

5.3 Post-Employment Restricted Services Obligation. For the one (1) year period following termination, for whatever reason, of Employee's employment with the Company, Employee will not, directly or indirectly, provide Restricted Services (defined below) to or on behalf of any Competitor (defined below) to or for the benefit of any market in the continental United States and any other geographic market in which the Company is doing, or is taking material steps to do, business.

5.4 Definitions.

(a) Restricted Services. "Restricted Services" shall mean services of any kind or character comparable to those Employee provided to the Company during the eighteen (18) month period immediately preceding Employee's last date of employment with the Company.

(b) Competitor. The term "Competitor" means Amazon.com, Inc., Belk, Inc., Burlington Stores, Inc., Dillard's, Inc., J.C. Penney Company, Inc., Macy's, Inc., Nordstrom Co., Old Navy, Inc., Ross Stores, Inc., Transform Holdco LLC (the entity which acquired the assets of Sears Holdings Corporation and operates Sears and Kmart), Target Corporation, The Gap, Inc. The TJX Companies, Inc. and Walmart Stores, Inc., as the same may be renamed from time-to-time, including any successors, subsidiaries or affiliates of such entities.

5.5 California Employees Only. While Employee resides or works in California, the Parties acknowledge and agree that the restricted activities set forth in this Article V, shall not apply to the activities of Employee.

ARTICLE VI BUSINESS IDEAS; NON-DISPARAGEMENT

6.1 Assignment of Business Ideas. Employee shall immediately disclose to the Company a list of all inventions, patents, applications for patent, copyrights, and applications for copyright in which Employee currently holds an interest. The Company will own, and Employee hereby assigns to the Company, all rights in all Business Ideas, as defined in Section 6.2, below. All Business Ideas which are or form the basis for copyrightable works shall be considered "works for hire" as that term is defined by United States Copyright Law. Any works that are not found to be "works for hire" are hereby assigned to the Company. While employed by the Company and for one (1) year thereafter, Employee will promptly disclose all Business Ideas to the Company and execute all documents which the Company may reasonably require to perfect its patent, copyright and other rights to such Business Ideas throughout the world. After Employee's employment with the Company terminates, for whatever reason, Employee will cooperate with the Company to assist the Company in perfecting its rights to any Business Ideas including executing all documents which the Company may reasonably require. While Employee resides or works in California, the Parties acknowledge and agree that the obligations of this Section 6.1 do not apply to any invention which qualifies as a non-assignable invention under Section 2870 of the California Labor Code. Employee hereby represents that Employee has received and reviewed the notification attached hereto and incorporated herein as Exhibit A ("Limited Exclusion Notification"). For purposes of this Article VI, the term "Company" means Kohl's, Inc. and its parent companies, subsidiaries and other affiliates.

6.2 Business Ideas. The term "Business Ideas" as used in this Agreement means all ideas, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which Employee originates, discovers or develops, either alone or jointly with others while Employee is employed by the Company and for one (1) year thereafter and which are (i) related to any business known by Employee to be engaged in or contemplated by the Company; (ii) originated, discovered or developed during Employee's working hours during his/her employment with the Company; or (iii) originated, discovered or developed in whole or in part using materials, labor, facilities, Confidential Information, Trade Secrets, or equipment furnished by the Company.

6.3 Non-Disparagement. Employee agrees not to engage at any time in any form of conduct or make any statements or representations, or direct any other person or entity to engage in any conduct or make any statements or representations, that disparage, criticize or otherwise impair the reputation of the Company, its affiliates, parents and subsidiaries and their respective past and present officers, directors, stockholders, partners, members, agents and employees. Nothing contained in this Section 6.3 shall preclude Employee from providing truthful testimony or statements pursuant to subpoena or other legal process or in response to inquiries from any government agency or entity. While Employee resides or works in California, the Parties acknowledge and agree

that Employee shall not be precluded from exercising protected rights under California law, including without limitation, the right to disclose information about unlawful acts in the workplace as defined by Cal. Gov. Code Section 12964.5 or as authorized under C.C.P. Sec. 1001.

ARTICLE VII NON-SOLICITATION OF RESTRICTED PERSONS

7.1 Non-Solicitation of Restricted Persons. While Employee is employed by the Company, and for a period of one (1) year immediately following the end, for whatever reason, of Employee's employment with the Company, Employee shall not directly or indirectly solicit any Restricted Person to provide services to or on behalf of a person or entity in a manner reasonably likely to pose a competitive threat to the Company. For purposes of this Article VII, the term "Company" means Kohl's, Inc. and its parent companies, subsidiaries and other affiliates.

7.2 Restricted Person. The term "Restricted Person" means an individual who, at the time of the solicitation, is an employee of the Company and (i) who is a top-level employee of the Company, has special skills or knowledge important to the Company, or has skills that are difficult for the Company to replace and (ii) with whom Employee had a working relationship or about whom Employee acquired or possessed specialized knowledge, in each case, in connection with Employee's employment with the Company and during the one (1) year period immediately prior to the end of Employee's employment with the Company.

7.3 California Employees Only. While Employee resides or works in California, the Parties acknowledge and agree that the restricted activities set forth in this Article VII, shall be superseded as set forth below:

(a) Non-Solicitation of Restricted Persons. While Employee is employed by the Company and following the end, for whatever reason, of Employee's employment with the Company, Employee shall not use Company Trade Secrets to directly or indirectly solicit any Restricted Person to provide services to or on behalf of a person or entity in a manner reasonably likely to pose a competitive threat to the Company. For purposes of this Article VII, the term "Company" means Kohl's, Inc. and its parent companies, subsidiaries and other affiliates.

(b) Restricted Person. The term "Restricted Person" means an individual who, at the time of the solicitation, is an employee of the Company and (i) who is a top-level employee of the Company, has special skills or knowledge important to the Company, or has skills that are difficult for the Company to replace and (ii) with whom Employee had a working relationship or about whom Employee acquired or possessed specialized knowledge, in each case, in connection with Employee's employment with the Company and during the one (1) year period immediately prior to the end of Employee's employment with the Company.

ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. Any and all notices, consents, documents or communications provided for in this Agreement shall be given in writing and shall be personally delivered, mailed by registered or certified mail (return receipt requested) or sent by courier, confirmed by receipt, and addressed as follows (or to such other address as the addressed Party may have substituted by notice pursuant to this Section 8.1):

(a) If to the Company:

Kohl's, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051
Attn: Chief Legal Officer

(b) If to Employee:

Any notice to be given to Employee may be addressed to him/her at the address as it appears on the payroll records of the Company or any subsidiary thereof.

Such notice, consent, document or communication shall be deemed given upon personal delivery or receipt at the address of the Party stated above or at any other address specified by such Party to the other Party in writing, except that if delivery is refused or cannot be made for any reason, then such notice shall be deemed given on the third day after it is sent.

8.2 Employee Disclosures and Acknowledgments.

(a) Prior Obligations. Following is a list of prior obligations (written and oral), such as confidentiality agreements or covenants restricting future employment or consulting, that Employee has entered into which may restrict Employee's ability to perform Employee's duties as an Employee for the Company: _.

(b) Confidential Information of Others. Employee certifies that Employee has not, and will not, disclose or use during Employee's time as an employee of the Company, any confidential information which Employee acquired as a result of any previous employment or under a contractual obligation of confidentiality or secrecy before Employee became an employee of the Company.

(c) Scope of Restrictions. By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in Articles IV, V, VI and VII, above, including specifically Wisconsin's Uniform Trade Secrets Act, presently § 134.90, *Wis. Stats.* and, to the extent applicable, the California Uniform Trade Secrets Act, presently Cal. Civil Code §§ 3426-3426.11. Employee acknowledges and represents that the scope of such restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, and property rights. Employee further acknowledges that the restrictions imposed will not prevent Employee from earning a living in the event of, and after, termination, for whatever reason, of Employee's employment with the Company. Nothing herein shall be deemed to prevent Employee, after termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

(d) Prospective Employers. Employee agrees, during the term of any restriction contained in Articles IV, V, VI and VII, above, to disclose such provisions to any future or prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

8.3 Effect of Termination. Notwithstanding any termination of this Agreement, Employee, in consideration of his/her employment hereunder, shall remain bound by the provisions of this Agreement which specifically relate to periods, activities or obligations upon or subsequent to the termination of Employee's employment.

8.4 Cooperation. Employee agrees to take all reasonable steps during and after Employee's employment with the Company to make himself/herself available to and to cooperate with the Company, at its request, in connection with any legal proceedings or other matters in which it is or may become involved. Following Employee's employment with the Company, the Company agrees to pay reasonable compensation to Employee and to pay all reasonable expenses incurred by Employee in connection with Employee's obligations under this Section 8.4.

8.5 Effect of Breach. In the event that Employee breaches any provision of this Agreement or any restrictive covenant agreement between the Company and Employee which is entered into subsequent to this Agreement, Employee agrees that the Company may suspend all additional payments to Employee under this Agreement (including any Severance Payment), recover from Employee any damages suffered as a result of such breach and recover from Employee any reasonable attorneys' fees or costs it incurs as a result of such breach. In addition, Employee agrees that the Company may seek injunctive or other equitable relief, without the necessity of posting bond, as a result of a breach by Employee of any provision of this Agreement.

8.6 Entire Agreement. This Agreement, including all applicable Exhibits, contains the entire understanding and the full and complete agreement of the Parties and supersedes and replaces any prior understandings and agreements among the Parties with respect to the subject matter hereof.

8.7 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

8.8 Consideration. The benefits provided to Employee under this Agreement constitute the consideration for Employee's undertakings hereunder.

8.9 Amendment. This Agreement may be altered, amended or modified only in a writing, signed by both of the Parties hereto.

8.10 409A Compliance. With respect to any benefit payable by the Company to Employee during or after Employee's employment, whether under this Agreement or otherwise, that is provided under or pursuant to a "nonqualified deferred compensation plan" as defined in Treasury Regulation Section 1.409A-1(a), the Parties intend that such benefit shall be exempt from or comply at all times with all operational and documentary requirements under Code Section 409A, related Treasury Regulations, and other governmental guidance related to Code Section 409A. Any provision that would cause this Agreement or any such payment, distribution or other benefit to fail to satisfy the requirements of Code Section 409A shall have no force or effect and to the extent an amendment would be effective for purposes of Code Section 409A, the Parties agree that this Agreement or such other arrangement shall be amended to comply with Code Section 409A. Such amendment shall be retroactive to the extent permitted by Code Section 409A. Each payment hereunder shall be treated as a separate and distinct "payment" for purposes of Code Section 409A. Notwithstanding anything herein to the contrary, the Company makes no representations or warranties to Employee with respect to any tax, economic or legal consequences of this Agreement or any payments or other benefits provided hereunder, including under Code Section 409A, and no provision of the Agreement shall be interpreted or construed to transfer any liability for failure to comply with Code Section 409A from Employee or any other individual to the Company or any other person. Employee, by executing this Agreement, shall be deemed to have waived any claim against the Company or any other person with respect to any such tax, or economic or legal consequences.

8.11 Assignability. This Agreement is personal to Employee, and Employee may not assign or delegate any of Employee's rights or obligations hereunder. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and bind Employee's heirs, legal representatives, successors and assigns. The Company shall have the unrestricted right to assign this Agreement and all of the Company's rights (including the right to enforce this Agreement) and obligations under this Agreement. Employee hereby agrees that, at the Company's request and

expense, Employee will consent to any such assignment by the Company and will promptly execute any assignments or other documents necessary to effectuate any such assignment to the Company's successors or assigns. Following such assignment, this Agreement shall be binding and inure to the benefit of any successor or assign of the Company. For clarification purposes, upon assignment of this Agreement, all references to the Company shall also refer to the person or entity to whom/which this Agreement is assigned.

8.12 Severability. The obligations imposed by, and the provisions of, this Agreement are severable and should be construed independently of each other. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall not affect the validity of any other provision.

8.13 Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

8.14 Governing Law; Construction. This Agreement shall be governed by the internal laws of the State of Wisconsin, without regard to (i) its conflicts of law provisions and (ii) any rules of construction concerning the draftsman hereof. While Employee resides or works in California, the Parties acknowledge and agree that this Agreement shall be governed by the internal laws of the State of California, without regard to (i) its conflicts of law provisions and (ii) any rules of construction concerning the draftsman hereof. References to "days" shall mean calendar days unless otherwise specified.

8.15 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto notwithstanding that all of the Parties may not be a signatory to the same counterpart. The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or other electronic signature technology), and that such signed electronic record shall be valid and effective.

8.16 Consistency with Applicable Law. Employee acknowledges and agrees that nothing in this Agreement prohibits Employee from reporting possible violations of law to any governmental agency, regulatory body or entity, from making other disclosures that are protected under any law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by a governmental agency or regulatory body. Employee does not need the prior authorization of the Company's legal department to make any such reports or disclosures and Employee is not required to notify the Company that Employee has made such reports or disclosures; however, the Company encourages Employee to do so. Further, nothing in this Agreement shall have the purpose or effect of limiting Employee's ability to disclose or discuss information related to sexual assault or sexual harassment disputes that arise after the date Employee signs this Agreement. While Employee resides or works in California, the Parties acknowledge and agree that nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

8.17 Arbitration. Employee acknowledges and agrees that Employee has received a copy of and understands the terms and provisions of the Company's Dispute Resolution Policy (AR-256) (the "DRP") and, unless Employee has properly elected to not be bound by the DRP as allowed by the DRP, the DRP is incorporated herein by this reference as though set forth in full. Employee and the Company agree that, to the extent that they constitute "Covered Disputes" under the DRP, any dispute, claim, or controversy between the Company and Employee, arising from or relating to Employee's employment with the Company or termination of employment, including but not limited to claims arising under or related to this Agreement or any breach of this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, shall be submitted to and decided by final and binding arbitration in accordance with the terms and provisions of the DRP.

For the sake of clarify, Employee and the Company acknowledge and agree that the Company retains its rights under Section 8.5 of this Agreement to seek injunctive or other equitable relief in a court of law. To the extent required under applicable law, "Excluded Disputes" under the DRP includes any claim for recoupment of any compensation pursuant to any recoupment policy maintained by the Company under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any Securities and Exchange Commission Rules, as such policy is amended from time to time. As set forth in the DRP, this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. ("FAA"), and shall survive the termination of Employee's employment with the Company, and can only be revoked or modified by a writing signed by the Parties or as otherwise provided in the DRP.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COMPANY:

Kohl's, Inc.

/s/ Mari Steinmetz

By: Mari Steinmetz
Chief People Officer

EMPLOYEE:

/s/ Fred Hand

Fred Hand

Exhibit A

California Employees Only

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY Employee in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between Employee and the Company does not require Employee to assign, or offer to assign, to the Company any invention that Employee developed entirely on Employee's own time without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
2. Result from any work performed by Employee for the Company.

To the extent a provision in the Agreement purports to require Employee to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable in California.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

AIRCRAFT TIME SHARING AGREEMENT

Dated as of the 3rd day of November, 2023,

between

Kohl's Department Stores, Inc.,
as Time Share Lessor,

and

Thomas Kingsbury,
as Time Share Lessee,

concerning one 2009 Bombardier Inc. Challenger CL-600-2B16 (Model 605) aircraft bearing
U.S. registration number N68888
and
manufacturer's serial number 5774.

* * *

**INSTRUCTIONS FOR COMPLIANCE WITH
"TRUTH IN LEASING" REQUIREMENTS UNDER FAR § 91.23**

Within 24 hours after execution of this Agreement:
mail a copy of the executed document to the
following address via certified mail, return receipt requested:

Federal Aviation Administration
Aircraft Registration Branch
ATTN: Technical Section
P.O. Box 25724
Oklahoma City, Oklahoma 73125

At least 48 hours prior to the first flight to be conducted under this Agreement:
provide notice, using the FSDO Notification Letter in Exhibit A,
of the departure airport and proposed time of departure of the
first flight, by facsimile, to the Flight Standards
District Office located nearest the departure airport.

Carry a copy of this Agreement in the aircraft at all times.

* * *

This **AIRCRAFT TIME SHARING AGREEMENT** (the "Agreement") is made and effective as of the 3rd day of November, 2023, (the "Effective Date"), by and between **Kohl's Department Stores, Inc.**, a Delaware Corporation ("Time Share Lessor"), and **Thomas Kingsbury**, ("Time Share Lessee").

WITNESSETH:

WHEREAS, title to the Aircraft described and referred to herein is held by Headlessor;

WHEREAS, Time Share Lessor has a leasehold interest in the Aircraft described and referred to herein, within the scope of and incidental to its own business;

WHEREAS, Time Share Lessee desires to lease the Aircraft, with a flight crew, on a non-exclusive basis, from Time Share Lessor on a time sharing basis as defined in Section 91.501(c)(1) of the FAR;

WHEREAS, Time Share Lessor is willing to lease the Aircraft, with a flight crew, on a non-exclusive basis, to Time Share Lessee on a time sharing basis; and

WHEREAS, during the Term of this Agreement, the Aircraft will be subject to use by Time Share Lessor and may be subject to use by one or more other third-parties.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms shall have the following meanings for all purposes of this Agreement:

"Aircraft" means the Airframe, the Engines, the Parts, and the Aircraft Documents. The Engines shall be deemed part of the "Aircraft" whether or not from time to time attached to the Airframe or removed from the Airframe.

"Aircraft Documents" means all flight records, maintenance records, historical records, modification records, overhaul records, manuals, logbooks, authorizations, drawings and data relating to the Airframe, any Engine, or any Part, or that are required by Applicable Law to be created or maintained with respect to the maintenance and/or operation of the Aircraft.

"Airframe" means that certain 2009 Bombardier Inc. Challenger CL-600-2B16 (Model 605) aircraft bearing U.S. registration number N68888, and manufacturer's serial number 5774, together with any and all Parts (including, but not limited to, landing gear and auxiliary power units but excluding Engines or engines) so long as such Parts shall be either incorporated or installed in or attached to the Airframe.

"Applicable Law" means, without limitation, all applicable laws, treaties, international agreements, decisions and orders of any court, arbitration or governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority, including, without limitation, the FAR and 49 U.S.C. § 41101, *et seq.*, as amended.

"Business Day" means any day of the year in which banks are not authorized or required to close in State of Wisconsin.

"DOT" means the United States Department of Transportation or any successor agency.

"Engines" means two (2) General Electric CF34-3B engines bearing manufacturer's serial numbers 950742 & 950743, together with any and all Parts so long as the same shall be either incorporated or installed in or attached to such Engine. Any engine which may be, from time to time, substituted for an Engine shall be deemed to be an Engine and subject to this Agreement for so long as it remains attached to the Airframe.

"FAA" means the Federal Aviation Administration or any successor agency.

"FAR" means collectively the Aeronautics Regulations of the FAA and the DOT, as codified at Title 14, Parts 1 to 399 of the United States Code of Federal Regulations.

"Flight Hour" means one (1) hour of use of the Aircraft in flight operations, as recorded on the Aircraft hour meter and measured in one-tenth (1/10th) of an hour increments.

"Headlessor" means KWAL, LLC, a Wisconsin limited liability company.

"Operating Base" means General Mitchell International Airport, in the City of Milwaukee, State of Wisconsin.

"Operational Control" has the same meaning given the term in Section 1.1 of the FAR.

"Parts" means all appliances, components, parts, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature (other than complete Engines or engines) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine and includes replacement parts.

"Pilot in Command" has the same meaning given the term in Section 1.1 of the FAR.

"Schedule Keeper" means the person designated by to maintain the scheduling log of the Aircraft. The name, address, telephone number, and other contact information for the Schedule Keeper are set forth in Section 28.

"Taxes" means all taxes of every kind (excluding any tax measured by or assessed against a taxpayer's income, including, without limitation, any income tax, gross income tax, net income tax, or capital gains tax, and any tax measured by or assessed against the Aircraft's value, including, without limitation, any personal property or ad valorem tax) assessed or levied by any federal, state, county, local, airport, district, foreign, or other governmental authority, including, without limitation, sales taxes, use taxes, retailer taxes, federal air transportation excise taxes, federal aviation fuel excise taxes, and other similar duties, fees, and excise taxes.

"Term" means the entire period from the Effective Date to the date this Agreement is terminated pursuant to Section 3.

2. **Agreement to Lease.** Time Share Lessor agrees to lease the Aircraft to Time Share Lessee from time to time on an "as needed and as available" basis, and to provide a fully qualified flight crew for all Time Share Lessee's flights, in accordance with the terms and conditions of this Agreement. Nothing contained herein shall obligate or entitle Time Share Lessee to any minimum usage of the Aircraft.

3. **Term.**

3.1 **Initial Term.** The initial term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year.

3.2 **Renewal.** At the end of the initial one (1) year term or any subsequent one (1) year term, this Agreement shall automatically be renewed for an additional one (1) year term.

3.3 **Termination.** Each party shall have the right to terminate this Agreement at any time with or without cause on thirty (30) days prior written notice to the other party.

4. **Applicable Regulations.** The parties hereto intend that this Agreement shall constitute, and this Agreement shall be interpreted as, a *Time Sharing Agreement* as defined in Section 91.501(c)(1) of the FAR. The parties agree that for all flights under this Agreement, the Aircraft shall be operated under the pertinent provisions of Subpart F of Part 91 of the FAR. If any provision of this Agreement is determined to be inconsistent with any of the requirements of the provisions of Subpart F of Part 91 of the FAR, such provision shall be deemed amended in any respect necessary to bring it into compliance with such requirements.

5. **Non-Exclusivity.** Time Share Lessee acknowledges that the Aircraft is leased to Time Share Lessee hereunder on a non-exclusive basis, and that the Aircraft will also be subject to use by Time Share Lessor, and may also be subject to non-exclusive leases and lease to others during the Term.

6. **Flight Charges.** Time Share Lessee shall pay Time Share Lessor for each flight conducted under this Agreement an amount equal to the maximum amount of expense reimbursement permitted in accordance with Section 91.501(d) of the FAR, which expenses include and are limited to:

6.1 fuel, oil, lubricants, and other additives;

6.2 travel expenses of the crew, including food, lodging and ground transportation;

6.3 hangar and tie down costs away from the Aircraft's Operating Base;

6.4 insurance obtained for the specific flight;

6.5 landing fees, airport taxes and similar assessments;

- 6.6 customs, foreign permit, and similar fees directly related to the flight;
- 6.7 in-flight food and beverages;
- 6.8 passenger ground transportation;
- 6.9 flight planning and weather contract services; and
- 6.10 an additional charge equal to 100% of the expenses listed in Section 6.1.

7. Invoices and Payment. Time Share Lessor will pay all expenses related to the operation of the Aircraft when and as such expenses are incurred, provided that within fifteen (15) days after the last day of any calendar month during which any flight for the account of Time Share Lessee has been conducted, Time Share Lessor shall provide an invoice to Time Share Lessee for an amount determined in accordance with Section 6 above. Time Share Lessee shall remit the full amount of any such invoice, together with any applicable Taxes under Section 8, to Time Share Lessor promptly within fifteen (15) days following Time Share Lessee's receipt of the invoice date.

8. Taxes. The payments made by Time Share Lessee under Sections 6 and 7 of this Agreement do not include, and Time Share Lessee shall additionally pay and be responsible for, shall indemnify and hold harmless Time Share Lessor against, any Taxes which may be assessed or levied as a result of the lease of the Aircraft to Time Share Lessee, or the use of the Aircraft by Time Share Lessee, or the provision of a taxable transportation service to Time Share Lessee using the Aircraft. Without limiting the generality of the foregoing, Time Share Lessee and Time Share Lessor specifically acknowledge that all Time Share Lessee's flights will be subject to commercial air transportation excise taxes pursuant to Section 4261 of the Internal Revenue Code, regardless of whether any such flight is considered "noncommercial" under the FAR. Time Share Lessee shall remit to Time Share Lessor all such Taxes together with each payment made pursuant to Section 7.

9. Scheduling Flights.

9.1 Submitting Flight Requests. Time Share Lessee shall submit requests for flight time and proposed flight schedules to the Schedule Keeper as far in advance of any given flight as possible, and in any case, at least two (2) Business Days in advance of Time Share Lessee's planned departure. Time Share Lessee shall provide at least the following information for each proposed flight at least 24 hours prior to scheduled departure: departure airport; destination airport; date and time of departure; the names of all passengers; the nature and extent of luggage and/or cargo to be carried; the date and time of return flight, if any; and any other information concerning the proposed flight that may be pertinent or required by Time Share Lessor or Time Share Lessor's flight crew.

9.2 Approval of Flight Requests. Each use of the Aircraft by Time Share Lessee shall be subject to the Schedule Keeper's prior approval in writing. Schedule Keeper may approve or deny any flight scheduling request in Schedule Keeper's sole discretion. Scheduling requests not approved in writing by 5:00 p.m. local time at Schedule Keeper's place of business on the 1st Business Day after the day the request is received by Schedule Keeper shall be deemed denied. Schedule Keeper shall be under no obligation to approve any flight request submitted by Time Share Lessee, and shall have final authority over the scheduling of the Aircraft.

9.3 Subordinated Use of Aircraft. Time Share Lessee's rights to schedule use of the Aircraft during the Term of this Agreement shall at all times be subordinate to the Aircraft use requirements of Time Share Lessor and any other person or entity to whom Headlessor has leased an interest in the Aircraft, and Time Share Lessor and each such other lessee shall at all times be entitled to preempt any scheduled, unscheduled, and anticipated use of the Aircraft by Time Share Lessee, notwithstanding any prior approval by Schedule Keeper of a request by Time Share Lessee to schedule a flight.

10. Title and Registration. Headlessor has exclusive legal and equitable title to the Aircraft. Time Share Lessee acknowledges that title to the Aircraft shall remain vested in Headlessor. Time Share Lessee undertakes, to the extent permitted by Applicable Law, to do all such further acts, deeds, assurances or things as, in the reasonable opinion of Time Share Lessor may be necessary or desirable in order to protect or preserve Headlessor's title to the Aircraft.

11. Aircraft Maintenance. During the Term of this Agreement, Time Share Lessor shall, at its sole cost, (i) keep (or cause to be kept) the Aircraft in good and efficient working order, condition and repair, ordinary wear and tear excepted, (ii) maintain, service, inspect, repair and overhaul (or cause to be maintained, serviced, inspected, repaired or overhauled) the Aircraft or any part thereof (including without limitation, any parts, accessories or components incorporated therein or attached thereto) as may be necessary to enable the airworthiness certificate of the Aircraft to be maintained in good standing at all times under the applicable rules and regulations of the FAA or other governmental authority having jurisdiction over the Aircraft, (iii) comply with all applicable airworthiness directives and orders of the FAA, and the Aircraft manufacturer's recommended maintenance program and mandatory service bulletins, and (iv) cause all maintenance procedures required hereunder to be undertaken by properly trained, licensed and certified maintenance sources and maintenance personnel. Time Share Lessor shall be solely

responsible for maintenance, preventive maintenance and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventative maintenance, or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all Applicable Laws and regulations, and within the sound discretion of the Pilot in Command.

12. Flight Crews; Aircraft Operation; Compliance with Law.

- 2.1 Flight Crew.** Time Share Lessor shall provide, at its sole cost, to Time Share Lessee a qualified flight crew for each flight conducted in accordance with this Agreement, who in all cases shall (i) be fully qualified and properly certificated and trained, (ii) hold all licenses, certificates, ratings, type ratings or endorsements appropriate to the Aircraft, purpose of flight, condition of flight or as otherwise required by the FARs, and (iii) meet all currency of flight and other requirements specified by the FAA and the insurance policies for the Aircraft and be included under the insurance coverage for the Aircraft. The members of the flight crew may be either employees or independent contractors of Time Share Lessor. In either event, the flight crew shall be and remain under the exclusive command and control of Time Share Lessor in all phases of all flights conducted hereunder.
- 2.2 Operation of Aircraft.** For all Time Share Lessee's flights under this Agreement, Time Share Lessor shall operate the Aircraft in accordance with the provisions of Part 91 of the FARs and agrees not to operate or locate the Aircraft (nor allow the Aircraft to be operated or located) (i) in any area excluded from coverage by any insurance policy in effect with respect to the Aircraft, (ii) in any area to which travel or flights are restricted or prohibited by law or in violation of any United States export control law, or (iii) in areas that are war zones or recognized as threatened or actual areas of hostilities.
- 2.3 Compliance with Law, Etc.** For all Time Share Lessee's flights under this Agreement, Time Share Lessor shall use, operate and maintain the Aircraft (i) in compliance with all laws or regulations of governmental bodies having jurisdiction over Time Share Lessor or the Aircraft including, without limitation, the FARs, and (ii) in compliance with the Aircraft's flight manual, manufacturer's recommended maintenance program and operating procedures, airworthiness certificate, license or registration relating to the Aircraft issued by any governmental body, and the insurance policies in effect with respect to the Aircraft. Time Share Lessor shall, at its sole cost, maintain in full force and effect all authorizations required for the operation of the Aircraft by Time Share Lessor hereunder.
- 13. OPERATIONAL CONTROL.** THE PARTIES EXPRESSLY AGREE THAT TIME SHARE LESSOR SHALL HAVE AND MAINTAIN SOLE OPERATIONAL CONTROL OF THE AIRCRAFT AND EXCLUSIVE POSSESSION, COMMAND AND CONTROL OF THE AIRCRAFT FOR ALL FLIGHTS OPERATED UNDER THIS AGREEMENT, AND THAT THE INTENT OF THE PARTIES IS THAT THIS AGREEMENT CONSTITUTE A "TIME SHARING AGREEMENT" AS SUCH TERM IS DEFINED IN SECTION 91.501(C)(1) OF THE FAR. TIME SHARE LESSOR SHALL EXERCISE EXCLUSIVE AUTHORITY OVER INITIATING, CONDUCTING, OR TERMINATING ANY FLIGHT CONDUCTED ON BEHALF OF TIME SHARE LESSEE PURSUANT TO THIS AGREEMENT.
- 14. Authority of Pilot In Command.** Notwithstanding that Time Share Lessor shall have Operational Control of the Aircraft during any flight conducted pursuant to this Agreement, Time Share Lessor and Time Share Lessee expressly agree that the Pilot in Command, in his or her sole discretion, may terminate any flight, refuse to commence any flight, or take any other flight-related action which in the judgment of the Pilot in Command is necessary to ensure the safety of the Aircraft, the flight crew, the passengers, and persons and property on the ground. The Pilot in Command shall have final and complete authority to postpone or cancel any flight for any reason or condition that in his or her judgment would compromise the safety of the flight. No such action of the Pilot in Command shall create or support any liability of Time Share Lessor to Time Share Lessee for loss, injury, damage or delay.
- 15. Passengers and Baggage.** Except as provided in Section 16, Time Share Lessee may carry on the Aircraft on all flights under this Agreement such passengers and baggage/cargo as Time Share Lessee in its sole but reasonable discretion shall determine; provided, however, that the passengers to be carried on such flights shall be limited to those permitted under the pertinent provisions of Part 91 of the FAR, and that the number of such passengers shall in no event exceed the number of passenger seats legally available in the Aircraft and the total load, including fuel and oil in such quantities as the Pilot in Command shall determine to be required, shall not exceed the maximum allowable load for the Aircraft.
- 16. Prohibited Items.** Time Share Lessee shall not cause or permit to be carried on board the Aircraft, and shall not cause or permit any passenger to carry on board the Aircraft, any contraband, prohibited dangerous goods, or prohibited controlled substances on the Aircraft at any time.
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17. **Damage to Aircraft.** Time Share Lessee shall be solely responsible for, and shall pay the costs of, repairs of any damage (normal wear and tear excepted) to the Aircraft that may be caused by Time Share Lessee's passengers, baggage, or cargo.

18. **Force Majeure.** Time Share Lessor shall not be liable for delay or failure to furnish the Aircraft and/or flight crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, acts of God or other unforeseen or unanticipated circumstances.

19. **Insurance.**

19.1 **Liability.** Time Share Lessor shall maintain, or cause to be maintained, (i) comprehensive aviation liability insurance, including bodily injury and property damage, contractual liability and war risk insurance in an amount no less than Three Hundred Million United States Dollars (US\$300,000,000.00) Combined Single Limit for the benefit of itself, and Time Share Lessee in connection with the use of the Aircraft. Said policy shall be an occurrence policy naming Time Share Lessor as Named Insured, and Time Share Lessee and such other persons as Time Share Lessee may reasonably request as Additional Insureds (without responsibility for premiums).

19.2 **Hull.** Time Share Lessor shall maintain, or cause to be maintained, all risks aircraft hull insurance, including confiscation, expropriation and war risk insurance, on the Aircraft (covering ground, flight and any other exposure) in an amount of Thirteen Million United States Dollars (US\$13,000,000.00), and such insurance shall name Time Share Lessor and any first lien security interest holder as loss payees as their interests may appear.

19.3 **General.** All insurance required by this Section 19 shall (i) be issued by one or more reputable aviation insurance underwriters licensed to do business in the state where the Operating Base is located and typically selected by professional aviation insurance brokers placing coverage customary in the industry for the type and usage of the Aircraft, (ii) provide that any cancellation, except for non-payment of premium, or substantial change in coverage, shall not be effective as to Time Share Lessee for thirty (30) days after the date of written notice from the insurer of such cancellation or change, (iii) provide that any cancellation for non-payment of premium shall not be effective as to Time Share Lessee for ten (10) days after the date of written notice from the insurer of such cancellation or change, (iv) insure Time Share Lessee's interest, regardless of any breach of warranty or other act or omission of Time Share Lessor, and (v) be primary and non-contributory with any insurance maintained by Time Share Lessee.

19.4 **Insurance Certificates.** Time Share Lessor will provide Time Share Lessee with a Certificate of Insurance upon request by Time Share Lessee.

20. **Representations and Warranties.**

20.1 **Time Share Lessee Representations and Warranties.** Time Share Lessee represents and warrants that:

20.1.1 Time Share Lessee will use the Aircraft solely for and on account of its own business use, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire.

20.1.2 Time Share Lessee shall refrain from incurring any mechanic's or other lien in connection with inspection, preventative maintenance, maintenance or storage of the Aircraft, whether permissible or impermissible under this Agreement, nor shall there be any attempt by Time Share Lessee to convey, mortgage, assign, lease, sublease, or any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft or do anything or take any action that might mature into such a lien.

20.1.3 During the Term of this Agreement, Time Share Lessee will abide by and conform to all Applicable Laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the use of the Aircraft by a time sharing Time Share Lessee.

21. **No Assignments** Neither this Agreement nor any party's interest herein shall be assignable to any other party whatsoever.

22. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties as of the Effective Date and supersedes all prior or independent, oral or written agreements, understandings, statements, representations, commitments, promises, and warranties made with respect to the subject matter of this Agreement.

23. **Prohibited or Unenforceable Provisions.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibitions or unenforceability in any jurisdiction. To the extent permitted by

Applicable Law, each of Time Share Lessor and Time Share Lessee hereby waives any provision of Applicable Law which renders any provision hereof prohibited or unenforceable in any respect.

24. **Binding Effect.** This Agreement, including all agreements, covenants, representations and warranties, shall be binding upon and inure to the benefit of, and may be enforced by Time Share Lessor, Time Share Lessee, and each of their respective agents, servants, heirs, representatives and successors.
25. **Headings.** The section headings in this Agreement are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.
26. **Amendments.** No term or provision of this Agreement may be amended, changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by both parties.
27. **No Waiver.** No delay or omission in the exercise or enforcement or any right or remedy hereunder by either party shall be construed as a waiver of such right or remedy. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive, and in addition to all other rights and remedies which either party possesses at law or in equity.
28. **Notices.** All communications, declarations, demands, consents, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by email, receipt acknowledged, or in the case of documented overnight delivery service or registered or certified mail, return receipt requested, delivery charge or postage prepaid, on the date shown on the receipt therefor, in each case at the address set forth below:

N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

Attn: Chief Legal Officer

With a copy to: GKG, Law, P.C. Tel:

Washington, D.C. 20007
Attn: Keith G. Swirsky, Esq.
Email: kswirsky@gkglaw.com

N56 W170000 Ridgewood Drive
Menomonee Falls, WI 53051

If to Schedule Keeper: _____ Tel: _____

Attn: _____
Email: _____

29. **Governing Law.** This Agreement has been negotiated and delivered in the State of Wisconsin and shall in all respects be governed by, and construed in accordance with, the laws of the State of Wisconsin, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions.
30. **Jurisdiction and Venue.** Exclusive jurisdiction and venue over any and all disputes between the parties arising under this Agreement shall be in, and for such purpose each party hereby submits to the jurisdiction of, the state and federal courts serving the State of Wisconsin.
31. **DISCLAIMER.** THE AIRCRAFT IS BEING LEASED BY THE TIME SHARE LESSOR TO THE TIME SHARE LESSEE HEREUNDER ON A COMPLETELY "AS IS, WHERE IS," BASIS, WHICH IS ACKNOWLEDGED AND AGREED TO BY THE TIME SHARE LESSEE. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER,
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EXPRESS OR IMPLIED, AND TIME SHARE LESSOR HAS NOT MADE AND SHALL NOT BE CONSIDERED OR DEEMED TO HAVE MADE (WHETHER BY VIRTUE OF HAVING LEASED THE AIRCRAFT UNDER THIS AGREEMENT, OR HAVING ACQUIRED THE AIRCRAFT, OR HAVING DONE OR FAILED TO DO ANY ACT, OR HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN RELATION TO THIS AGREEMENT OR OTHERWISE) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT OR TO ANY PART THEREOF, AND SPECIFICALLY, WITHOUT LIMITATION, IN THIS RESPECT TIME SHARE LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE TITLE, AIRWORTHINESS, VALUE, CONDITION, DESIGN, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION AND CONDITION OF THE AIRCRAFT, OR FITNESS FOR A PARTICULAR USE OF THE AIRCRAFT AND AS TO THE ABSENCE OF LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND AS TO THE ABSENCE OF ANY INFRINGEMENT OR THE LIKE, HEREUNDER OF ANY PATENT, TRADEMARK OR COPYRIGHT, AND AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF. TIME SHARE LESSEE HEREBY WAIVES, RELEASES, DISCLAIMS AND RENOUNCES ALL EXPECTATION OF OR RELIANCE UPON ANY SUCH AND OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF TIME SHARE LESSOR AND RIGHTS, CLAIMS AND REMEDIES OF TIME SHARE LESSEE AGAINST TIME SHARE LESSOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR USE, (II) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (III) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TIME SHARE LESSOR, ACTUAL OR IMPUTED, AND (IV) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

32. **EXCULPATION FROM LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY DAMAGES FOR DIMINUTION IN VALUE OF THE AIRCRAFT, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUE, OR PROFIT, BUSINESS OPPORTUNITIES AND THE LIKE, EVEN IF ANY PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

33. **NO AGENT RELATIONSHIP.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Time Share Lessor and Time Share Lessee.

34. **COUNTERPARTS.** This Agreement may be executed by the parties hereto in two (2) or more separate counterparts, each and all of which when so executed and delivered shall be an original, and all of which shall together constitute but one and the same instrument.

35. **TRUTH IN LEASING.**

TIME SHARE LESSOR HEREBY CERTIFIES THAT, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT, THE AIRCRAFT HAS BEEN INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF FAR 91.409.

THE PARTIES HERETO CERTIFY THAT DURING THE TERM OF THIS AGREEMENT AND FOR OPERATIONS CONDUCTED HEREUNDER, THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN ACCORDANCE WITH THE PROVISIONS OF FAR 91.409.

TIME SHARE LESSOR ACKNOWLEDGES THAT WHEN IT OPERATES THE AIRCRAFT ON BEHALF OF TIME SHARE LESSEE UNDER THIS AGREEMENT, TIME SHARE LESSOR SHALL BE KNOWN AS, CONSIDERED, AND IN FACT WILL BE THE OPERATOR OF THE AIRCRAFT AND SOLELY RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT. EACH PARTY HERETO CERTIFIES THAT IT UNDERSTANDS THE EXTENT OF ITS RESPONSIBILITIES, SET FORTH HEREIN, FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FEDERAL AVIATION ADMINISTRATION FLIGHT STANDARDS DISTRICT OFFICE.

THE PARTIES HERETO CERTIFY THAT A TRUE COPY OF THIS AGREEMENT SHALL BE CARRIED ON THE AIRCRAFT AT ALL TIMES, AND SHALL BE MADE AVAILABLE FOR INSPECTION UPON REQUEST BY AN APPROPRIATELY CONSTITUTED IDENTIFIED REPRESENTATIVE OF THE ADMINISTRATOR OF THE FAA.

IN WITNESS WHEREOF, the parties have executed this **Aircraft Time Sharing Agreement** as of the date and year first written above.

TIME SHARE LESSOR:

KOHL'S DEPARTMENT STORES, INC.

By: /s/ Jennifer Kent
Print: Jennifer Kent
Title: Chief Legal Officer

TIME SHARE LESSEE:

THOMAS KINGSBURY

By: /s/ Thomas Kingsbury

EXHIBIT A

FSDO Notification Letter

Date: _____

Via Facsimile

Fax: _____

Federal Aviation Administration

RE: FAR Section 91.23 FSDO Notification

First Flight Under Time Sharing Agreement of 2009 Bombardier Inc. Challenger CL-600-2B16 (Model 605), N68888, s/n 5774

To whom it may concern:

Pursuant to the requirements of Federal Aviation Regulation Section 91.23(c)(3), please accept this letter as notification that the undersigned will acquire and take delivery of a leasehold interest in the above referenced aircraft on the ____ day of October, 2023, and that the first flight of the aircraft under the Time Sharing Agreement will depart from General Mitchell International Airport on the ____ day of _____, 2023, at approximately ____ (am / pm) local time.

Sincerely,

Thomas Kingsbury

By: _____

SUBSIDIARIES

Name	State of Incorporation or Formation
Kohl's, Inc.	Delaware
KIN, Inc.*	Nevada
Kohl's Indiana, Inc.*	Delaware
Kohl's Indiana, L.P.	Delaware
Kohl's Michigan, L.P.	Delaware
Kohl's Value Services, Inc.*	Virginia
Kohl's Cares, LLC*	Wisconsin
KWAL, LLC	Wisconsin
Kohl's Holding Company, LLC	Wisconsin

*These subsidiaries are wholly-owned subsidiaries of Kohl's, Inc.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements (Form S-3 No. 333-254807 and Form S-8 Nos. 333-26409, 333-105264, 333-143086, 333-167338, 333-217823) of Kohl's Corporation, of our reports dated March 21, 2024, with respect to the consolidated financial statements of Kohl's Corporation, and the effectiveness of internal control over financial reporting of Kohl's Corporation, included in this Annual Report (Form 10-K) of Kohl's Corporation for the year ended February 3, 2024.

/s/ Ernst & Young LLP

Milwaukee, Wisconsin
March 21, 2024

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas A. Kingsbury, certify that:

1. I have reviewed this Annual Report on Form 10-K of Kohl's 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.

Dated: March 21, 2024

/s/ Thomas A. Kingsbury
Thomas A. Kingsbury
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jill Timm, certify that:

1. I have reviewed this Annual Report on Form 10-K of Kohl's 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.

Dated: March 21, 2024

/s/ Jill Timm
Jill Timm
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF PERIODIC REPORT
BY CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas A. Kingsbury, Chief Executive Officer of Kohl's Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the undersigned's knowledge, on the date of this Certification:

1. This Annual Report on Form 10-K of the Company for the annual period ended February 3, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. That the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 21, 2024

/s/ Thomas A. Kingsbury
Thomas A. Kingsbury
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT
BY CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jill Timm, Chief Financial Officer of Kohl's Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the undersigned's knowledge, on the date of this Certification:

1. This Annual Report on Form 10-K of the Company for the annual period ended February 3, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. That the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 21, 2024

/s/ Jill Timm
Jill Timm
Chief Financial Officer
(Principal Financial Officer)

KOHL'S CORPORATION
EXECUTIVE OFFICER COMPENSATION RECOVERY POLICY

Adopted as of August 9, 2023

I. PURPOSE.

The purpose of this Policy is to describe the circumstances in which Executive Officers will be required to repay or return Erroneously Awarded Compensation to members of the Company Group in the event of an Account Restatement. Each Executive Officer shall be required to sign and return to the Company the Acknowledgement Form attached hereto as Exhibit A. This Policy is designed to comply with, and shall be interpreted to be consistent with, Section 10D of the Exchange Act, Rule 10D-1 promulgated under the Exchange Act and Section 303A.14 of the NYSE Listed Company Manual.

II. ADMINISTRATION.

This Policy shall be administered by the Committee. Any determinations made by the Committee shall be final and binding on all affected individuals.

III. DEFINITIONS.

For purposes of this Policy, the following capitalized terms shall have the meanings set forth below.

"Accounting Restatement" shall mean an accounting restatement (i) due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a "Big R" restatement), or (ii) that corrects an error that is not material to previously issued financial statements, but would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement).

"Clawback Eligible Incentive Compensation" shall mean, in connection with an Accounting Restatement and with respect to each individual who served as an Executive Officer at any time during the applicable performance period for any Incentive-Based Compensation (whether or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company Group), all Incentive-Based Compensation Received by such Executive Officer (i) on or after the Effective Date, (ii) after beginning service as an Executive Officer, (iii) while the Company has a class of securities listed on a national securities exchange or a national securities association, and (iv) during the applicable Clawback Period.

"Clawback Period" shall mean, with respect to any Accounting Restatement, the three (3) completed fiscal years of the Company immediately preceding the Restatement Date and any transition period (that results from a change in the Company's fiscal year) within or immediately following those three (3) completed fiscal years. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine (9) to twelve (12) months shall be deemed a completed fiscal year.

"Committee" shall mean the Compensation Committee of the Board of Directors of the Company.

"Company" shall mean Kohl's Corporation, a Wisconsin corporation.

“Company Group” shall mean the Company, together with each of its direct and indirect subsidiaries;

“Effective Date” shall mean August 9, 2023.

“Erroneously Awarded Compensation” shall mean, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that is Received by such Executive Officer that exceeds the amount of Incentive- Based Compensation that otherwise would have been Received by such Executive Officer had it been determined based on the restated amounts, computed without regard to any taxes paid. With respect to any compensation plans or programs that take into account Incentive-Based Compensation, the amount of Erroneously Awarded Compensation subject to recovery hereunder includes, but is not limited to, the amount contributed to any notional account based on Erroneously Awarded Compensation and any earnings accrued to date on that notional amount.

“Executive Officer” shall mean each individual who is or was designated as an “officer” of the Company in accordance with 17 C.F.R. 240.16a-1(f). Identification of an executive officer for purposes of this Policy shall include at a minimum executive officers identified pursuant to 17 C.F.R. 229.401(b).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Financial Reporting Measures” shall mean measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall for purposes of this Policy be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the Company’s financial statements or included in a filing with the SEC.

“Incentive-Based Compensation” shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure for any fiscal period ending on or after the Effective Date, even if the restatement is related to a period prior to the Effective Date.

“NYSE” shall mean The New York Stock Exchange.

“Policy” shall mean this Executive Officer Compensation Recovery Policy, as the same may be amended or restated from time to time.

“Received” shall, with respect to any Incentive-Based Compensation, mean actual or deemed receipt by the Executive Officer. Incentive-Based Compensation shall be deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award or applicable granting policy is attained, even if payment or grant of the Incentive-Based Compensation occurs after the end of that period.

“Restatement Date” shall mean the earlier to occur of (i) the date the Board of Directors, a committee of the Board of Directors, or the officers of the Company authorized to take such action if Board of Directors’ action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

“SEC” shall mean the U.S. Securities and Exchange Commission.

IV. REPAYMENT OF ERRONEOUSLY AWARDED COMPENSATION.

(a) In the event of an Accounting Restatement, the Committee shall promptly (and in all events within ninety (90) days after the Restatement Date) determine the amount of any Erroneously Awarded Compensation for each Executive Officer in connection with such Accounting Restatement and shall promptly thereafter provide each Executive Officer with a written notice containing the amount of Erroneously Awarded Compensation and a demand for repayment or return, as applicable. For Incentive-Based Compensation based on (or derived from) stock price or total shareholder return where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement, the amount shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was Received (in which case, the Company shall maintain documentation of such determination of that reasonable estimate and provide such documentation to the NYSE).

(b) The Committee shall have broad discretion to determine the appropriate means of recovery of Erroneously Awarded Compensation based on all applicable facts and circumstances and taking into account the time value of money and the cost to shareholders of delaying recovery. To the extent that the Committee determines that any method of recovery other than repayment by the Executive Officer in a lump sum in cash or property is appropriate, the Company shall offer to enter into a repayment agreement (in a form reasonably acceptable to the Committee) with the Executive Officer. If the Executive Officer accepts such offer and signs the repayment agreement within thirty (30) days after such offer is extended, the Company shall countersign such repayment agreement. If the Executive Officer fails to sign the repayment agreement within thirty (30) days after such offer is extended, the Executive Officer will be required to repay the Erroneously Awarded Compensation in a lump sum in cash (or such property as the Committee agrees to accept with a value equal to such Erroneously Awarded Compensation) on or prior to the date that is one hundred twenty (120) days following the Restatement Date. For the avoidance of doubt, except as set forth in paragraph IV(d) below, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations hereunder.

(c) To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company Group when due (as determined in accordance with paragraph IV(b) above), the Company shall, or shall cause one or more other members of the Company Group to, take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicable Executive Officer. The applicable Executive Officer shall be required to reimburse the Company Group for any and all expenses reasonably incurred (including legal fees) by the Company Group in recovering such Erroneously Awarded Compensation in accordance with the immediately preceding sentence.

(d) Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated by paragraph IV(b) above if any of the following conditions are met and the Committee determines that recovery would be impracticable:

i. The direct expenses paid to a third party to assist in enforcing the Policy against an Executive Officer would exceed the amount to be recovered, after the Company has made a reasonable attempt to recover the applicable Erroneously Awarded Compensation, documented such attempts and provided such documentation to the NYSE;

ii. Recovery would violate home country law where that law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Company has obtained an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation and a copy of the opinion is provided to the NYSE; or

iii. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are

broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

V. REPORTING AND DISCLOSURE.

The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the federal securities laws, including the disclosure required by the applicable SEC filings.

VI. ACKNOWLEDGEMENT.

Each Executive Officer shall sign and return to the Company the Acknowledgement Form attached hereto as Exhibit A, within 30 calendar days following the later of (i) the date of adoption of this Policy or (ii) the date the individual becomes an Executive Officer, pursuant to which the Executive Officer agrees to be bound by, and to comply with, the terms and conditions of this Policy.

VII. INDEMNIFICATION PROHIBITION.

The Company Group shall not be permitted to indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation that is repaid, returned, or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company Group's enforcement of its rights under this Policy. Further, the Company Group shall not enter into any agreement that exempts any Incentive-Based Compensation from the application of this Policy or that waives the Company Group's right to recovery of any Erroneously Awarded Compensation and this Policy shall supersede any such agreement (whether entered into before, on, or after the date this Policy was adopted).

VIII. INTERPRETATION.

The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy.

IX. AMENDMENT; TERMINATION.

The Committee may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary, including as and when it determines that it is legally required by any federal securities laws, SEC rule or the rules of any national securities exchange or national securities association on which the Company's securities are listed. The Committee may terminate this Policy at any time. Notwithstanding anything in this paragraph to the contrary, no amendment or termination of this Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, SEC rule or the rules of any national securities exchange or national securities association on which the Company's securities are listed.

X. OTHER RECOUPMENT RIGHTS; NO ADDITIONAL PAYMENTS.

The Committee intends that this Policy will be applied to the fullest extent of the law. The Committee may require that any employment agreement, equity award agreement, or any other agreement entered into on or after the date of adoption of this Policy shall, as a condition to the grant of any benefit thereunder, require an Executive Officer to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company Group under applicable law, regulation, or rule or pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available

to the Company.

XI. SUCCESSORS.

This Policy shall be binding and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators, or other legal representatives.

* * * * *

Exhibit A

EXECUTIVE OFFICER COMPENSATION RECOVERY POLICY

ACKNOWLEDGEMENT FORM

By signing below, the undersigned acknowledges and confirms that the undersigned has received and reviewed a copy of Kohl's Corporation's Executive Officer Compensation Recovery Policy (the "Policy"). Capitalized terms used but not otherwise defined in this Acknowledgement Form (this "Acknowledgement Form") shall have the meanings ascribed to such terms in the Policy.

By signing this Acknowledgement Form, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with Kohl's Corporation. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Policy) to Kohl's Corporation to the extent required by, and in a manner permitted by, the Policy, and hereby further waives any rights to indemnification that would be prohibited by paragraph VII.

Signature: _

Printed Name: _

Title: _

Date: _
