

Gap Inc.

December 9, 2019

Attn: HAPROXY

Re: Assignment of Agreement(s) between The Gap, Inc., and its affiliates and **HAPROXY** and its affiliates

To whom it may concern,

As you may be aware, The Gap, Inc. (“Gap”), recently announced its plan to separate the Old Navy brand (“Old Navy”) into a separate publicly traded company (the “Transaction”). The Transaction is expected to take place in 2020.

In preparing for the Transaction, Gap, and its applicable affiliates (collectively, “Assignor”) will assign its rights and obligations under all agreements, to the extent related to Old Navy (collectively, the “Agreements”), to **Old Navy, LLC** (“Assignee”) effective March 1, 2020 (“Effective Date”).

Assignee will assume all of the rights and obligations under the Agreements, related to Old Navy, to the same extent and with the same force and effect as if Assignee had been named as a party thereto, in place and instead of Assignor (the “Assigned Rights and Obligations”).

For avoidance of doubt, the Assigned Rights and Obligations relate solely to Old Navy, and Assignor will retain all other rights and obligations under the Agreements existing as of the effective date of the assignment, including all rights and obligations related to other products and services described in the Agreements which are not related to Old Navy.

Notwithstanding anything else contained in this letter or in the Agreements, the rights and obligations of Assignor and Assignee with respect to the performance under the Agreements will be several (and not joint, or joint and several). Under no circumstance shall Assignee or Assignor be liable to you for the other’s failure to fulfill its respective obligations under the Agreements, nor shall termination of the Agreements in relation to one party constitute termination of the Agreements for the other. Except as specified in this letter, the provisions of the Agreements will remain in full force and effect, unamended, and the Agreements will be read in conjunction with this letter from and after the date hereof.

While we are notifying you of this event, there is no action required of you (apart from updating your systems with the new name and information) and it will have no impact on our business relationship or performance of the contract.

Please be informed that the following details are changing effective March 1, 2020.

All goods or services provided to/for Old Navy must be accounted for and settled separately from any ongoing Gap activity.

New Invoicing Bill to: Old Navy, LLC

New Invoice Routing:

For EDI electronic invoicing: Technical support for EDI redirection will be provided prior to the Effective Date.

For emailed PDF invoices: Old_Navy_Payables@gap.com

For hardcopy invoices: Old Navy Shared Service Center
attn: Payables
PO Box 27818
Albuquerque, New Mexico
87125-7818

For the avoidance of doubt, except for the updated invoicing details provided above, there shall be no other changes allowed in the way in which invoices are submitted and processed.

Should you have any questions or concerns, please email OldNavyContractsSeparation@gap.com.

We look forward to a continued relationship with **HAPROXY**.

Best regards,



Name: Chris Samway

Title: SVP Finance, The Gap, Inc.